

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Joint Application)
of Evergy Kansas Central, Inc., Evergy)
Kansas South, Inc., and Evergy Metro, Inc.) Docket No. 23-EKCE-775-RTS
for Approval to Make Certain Changes)
in their Charges for Electric Service.)

**RESPONSE OF SCRAP MANAGEMENT INDUSTRIES
(DBA MIDWEST SCRAP MANAGEMENT, INC.) TO
EVERGY'S REPLY TO MSM'S RESPONSE TO JOINT MOTION FOR
APPROVAL OF PHASE-IN OF CERTAIN RATE IMPACTS**

COMES NOW Midwest Scrap Management, Inc. ("MSM") and for its:

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SCRAP MANAGEMENT, INC.) TO EVERGY'S REPLY TO MSM'S
RESPONSE TO JOINT MOTION FOR APPROVAL OF PHASE-IN OF
CERTAIN RATE IMPACTS**

states to the State Corporation Commission of the State of Kansas ("Commission" or "KCC") as follows:

I. Factual Synopsis

1. Midwest Scrap Management, Inc. ("MSM") (now known as Scrap Management Industries) was founded in 1973 and operates an environmental, recycling business located at 850 East 45th Street North, Park City, Kansas 67219. Park City, Kansas, is a part of the Wichita, Kansas metropolitan statistical area.
2. MSM participates in the recycling business and specializes in the processing of ferrous and non-ferrous metals.
3. Recycling permits scrap materials to be reused in an economically and environmentally beneficial manner, rather than to place such materials in a landfill.

4. At its Park City, Kansas business operation, MSM is a retail ratepayer of Evergy Kansas Central (“EKC”).

5. On April 4, 2024, Evergy and KCC Staff filed a Joint Application requesting authorization to make certain changes to EKC’s charges for electric service in Kansas, and stated therein:

“As part of its Application, Evergy proposed to eliminate the Off-Peak Service Rate for EKC customers and transition the four customers that were previously taking service on that rate to the Large General Service (“LGS”) and Medium General Service (“MGS”) classes, depending on their usage characteristics, and to allow them to participate in the new Off-Peak Rider that provides benefits for off peak usage.”¹ (Emphasis added).

“After this transition occurred, several of the customers previously taking service on the Off-Peak Service Rate made Evergy aware that they were seeing very significant bill impacts under the LGS and MGS rates, together with the new Off-Peak Rider. For example, one of the customers could experience increases of over 300% annually as a result of the transition.”² (Emphasis added).

This statement of Evergy indicates that EKC may have been unaware at the time of filing its Application on April 25, 2023, that the customer “transition” would result in retail rate increases in excess of 300%.

6. The EKC retail rate increase to MSM is 465%.

7. The EKC overall system, net retail rate increase in this KCC Docket is 3.54%.

¹ JOINT MOTION FOR APPROVAL OF PHASE-IN OF CERTAIN RATE IMPACTS, dated April 4, 2024, at Paragraph No. 1.

² JOINT MOTION FOR APPROVAL OF PHASE-IN OF CERTAIN RATE IMPACTS, dated April 4, 2024, at Paragraph No. 3.

8. **The EKC retail electric rate to MSM after the December 21, 2023 rate increase, is 68 cents per kWh, as compared to the EKC retail residential rate of about 14 cents per kWh, the EKC commercial rate of about 10.5 cents per kWh, and the EKC industrial rate of about 7.5 cents per kWh.** (Emphasis added).

9. To borrow a descriptive word used by Evergy to describe the legal position of MSM herein, as included in the Evergy Response of May 29, 2024 – **a 68 cent per kWh retail rate for MSM, that is a 465% rate increase, is an “absurd” result.**³ (Emphasis Added).

10. There is no principle of good ratemaking policy that would support a 465% rate increase in a single regulatory proceeding, and there is no cost-of-service study that has been filed in this Docket that would support an EKC large power / industrial rate of 7.5 cents per kWh and a large power / off peak service rate of 68 cents per kWh. It is not only a resulting rate that is not just and reasonable, but also a retail rate that will drive customers off the EKC system – leaving more fixed costs for the remaining captive retail ratepayers to pay.

11. **There is no business that would operate in Kansas with a Commission sanctioned 68 cent per kWh rate for large power service. Certainly, MSM will not.** (Emphasis added).

12. The fact the EKC rate to MSM is far, far outside the norm, is further seen by comparing the MSM rate to industrial rates throughout the United States.

13. The U. S. Energy Information Administration (EIA) notes that the average industrial rate for March 2024 is 7.34 cents per kWh for the “West North Central” states of Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota.

https://www.eia.gov/electricity/monthly/epm_table_grapher.php?t=epmt_5_6_a

³ EVERGY’S REPLY TO MSM’S RESPONSE TO JOINT MOTION FOR APPROVAL OF PHASE-IN OF CERTAIN RATE IMPACTS, dated May 29, 2024, at Paragraph No. 15.

The national average industrial rate for March 2024 is 7.73 cents per kWh. EIA, *supra*.

II. The Joint Motion and the Evergy Response of May 29, 2024.

14. On April 4, 2024, the Evergy Kansas companies joined with KCC Staff and moved the Commission to set aside any application of the “filed rate doctrine,” to permit EKC to phase in the 68 cents per kWh rate over a three-year period – i.e., to implement the 465% - 68 cents per kWh increase in three equal, annual increments.⁴ (Emphasis added).

15. Thereafter, in its Response dated May 29, 2024, EKC argues that all arguments made by MSM are to be disregarded as impermissible collateral attacks on the Commission’s Rate Order in this Docket and are “estopped,” and to order a lower rate would be a violation of the “filed rate doctrine.”

16. Evergy argues that, even if a KCC ordered rate was not intended, or is based on incorrect or incomplete facts, or is grossly inequitable and is not just and reasonable - that the retail ratepayer is “stuck with the outcome,” because of the “filed rate doctrine,” and is “estopped” from challenging the resulting rate. This is an incorrect and incomplete statement of the applicable law and regulatory principles. The Commission strives for just and reasonable rates, that are not discriminatory. K.S.A. 66-101b. The Commission is not bound by either collateral estoppel or the filed rate doctrine to perpetuate rates that are unjust, unreasonable, and discriminatory.

17. EKC does not argue that the 68 cent per kWh charged to MSM, a rate that is a 465% rate increase, is supported by any cost-of-service study. That is because no cost-of-service study could possibly support a 68 cent per kWh rate in this Docket, and the regulatory principles

⁴ JOINT MOTION FOR APPROVAL OF PHASE-IN OF CERTAIN RATE IMPACTS, dated April 4, 2024, at Paragraph No. 3.

of “gradualism” and “customer class equity” would never support a 465% rate increase for one customer on the system, and a 3.54% rate increase for all other customers.

18. There is no evidentiary support for a 68 cent per kWh rate and a 465% rate increase in this Docket – therefore, Evergy resorts to four basic points to support its position that MSM must (i) operate its business with a rate that is five times higher than the residential rate, (ii) cease its business operations, or (iii) litigate the Agreement between the parties in court:

- Even though a 68 cent per kWh rate that is a 465% increase is not supported by a cost-of-service study or any evidentiary record – MSM is stuck with the 68 cents per kWh rate and 465% rate increase, since any other outcome would be a collateral attack on the Rate Order, and is further, barred by the “filed rate doctrine.”
- Evergy has no responsibility for a 68 cent per kWh rate that increased 465% for Scrap Management – it is, instead, the fault of MSM that it did not “intervene” to protect itself from grossly inequitable rates proposed by EKC.
- The Electric Service Agreement between Evergy and MSM can be summarily disregarded and its terms abrogated by a Commission Order.
- Current counsel for Scrap Management participated in this Docket for clients that did not include Scrap Management, and therefore counsel should have defended the interests of a company it did not know existed and did not represent in the Docket – even though the Commission’s Rate Order was issued on November 21, 2023, and Scrap Management filed to Intervene on April 9, 2024.

19. Evergy takes the position that neither MSM nor the Commission can do anything to correct this gross inequity.

III. EKC Failed to Provide the Commission with An Application in this Docket that Included All Relevant Material Facts Necessary for the Commission to Order a Just and Reasonable Rate for MSM. The Filed Rate Doctrine Has no Application in the Rate Consideration of the MSM Rate.

20. EKC cannot rely on “collateral estoppel” and the “filed rate doctrine.” Both logically and legally, to rely on “collateral estoppel” or the “filed rate doctrine,” a utility must present all material facts – that are true, correct, and complete - that are necessary for the

Commission to issue a decision that is just and reasonable under Kansas law. EKC failed to do so in the case of MSM.

21. For EKC to be entitled to rely on “collateral estoppel” and the “filed rate doctrine,” EKC is required to present for consideration by the Commission, evidence that would support a Commission Order that: (i) the Agreement for Electric Service between Evergy and MSM is no longer in the public interest and its terms are no longer just and reasonable; (ii) a 68 cents per kWh rate to MSM is a just and reasonable rate; and (iii) that a 465% rate increase in a single regulatory proceeding is consistent with the regulatory principle of “gradualism” and is good regulatory policy. EKC did not present for Commission consideration any record evidence on any of these issues.

22. As stated by Evergy and the KCC Staff, there are four retail customers (including MSM) affected by the “transition” – which in the words of Evergy **“could experience increases of over 300% annually as a result of the transition.”**

23. **That fact is so clearly material to the Commission’s consideration of MSM and the other 3 affected customers, that EKC’s failure to address such increase in its Application and in its Testimony, is a material shortfall in the Application of EKC in this Docket. Evergy cannot present a deficient, incomplete, and misleading Application regarding the MSM rate, and thereafter rely on the “filed rate doctrine” to uphold and perpetuate retail electric rates that are unreasonable and unjust.**

24. Let’s assume the fact situation was different than in the current case – that EKC inadvertently calculated and billed to MSM, an electric rate of 2 cents per kWh, and not 68 cents per kWh. Evergy would not argue “collateral estoppel” or the “filed rate doctrine” defense.

25. Instead, it would argue a mistake was made, a 2 cent per kWh rate is not supported by a cost-of-service study or any evidence, and that MSM should pay a rate supported by a valid cost allocation study.

26. EKC would argue that no large power or industrial user should receive a 2 cents per kWh rate, that 2 cents per kWh does not even cover the generation fuel costs.

IV. The EKC Contention That MSM Must Pay Rates that Are Unjust and Unreasonable, Because it did Not Intervene at an Earlier Time

27. EKC contends that MSM cannot now argue that its rate is not just and reasonable – that it should have intervened much earlier in this Docket. That contention is not supported by the facts.

28. EKC did not send notice to MSM that its rate would increase 465%. This is the “notice” that EKC provided:

“For the Evergy Kansas Central service area, the company is requesting a net revenue increase of \$204 million or a 9.77% overall rate increase.”
<https://estar.kcc.ks.gov/estar/ViewFile.aspx/S202304251446538598.pdf?Id=b9aab711-7ce3-457b-9541-1c1a35c71ba6> PDF page 23.

V. The Evergy Discussion of the Written Contract Between Evergy and MSM is Incorrect and Incomplete.

29. On May 20, 2024, MSM filed in this Docket, its “Response to Joint Motion for Approval of Phase-in of Certain Rate Impacts.” **Attached thereto as Exhibit A, was the “Agreement for Electric Service” dated August 27, 2012.**

30. **The “Agreement for Electric Service” dated August 27, 2012, included material terms and conditions of public utility service that were in addition to, and not part of the referenced HLF Tariff, pursuant to which MSM received service.**

31. The “Agreement for Electric Service” dated August 27, 2012, as amended as hereinafter noted, remains a valid Agreement between Evergy and MSM.

32. Evergy's failure to file with the Commission, the "Agreement for Electric Service" dated **August 27, 2012, as amended as hereinafter noted, led to an incomplete evidentiary record in this Docket, with the result that the Commission issued a Rate Order herein that imposed a 68 cents per kWh rate on MSM that is a 465% rate increase.**

33. In the most basic terms, the Commission Order dated November 1, 2023, acted to **abrogate an Agreement between Evergy and MSM, that the Commission did not know existed – because it had not been filed at the Commission for approval.**

34. The Evergy contention that the Agreement for Electric Service with MSM is subject to further / later Orders of the Commission is an incomplete recitation of applicable Kansas law, and in practice is very misleading.

35. Contracts / Agreements for electric service are expressly permitted under Kansas law. They are required to be filed and reviewed by the Commission and are approved or permitted to become effective by operation of law, or rejected in whole or in part.

36. The Commission may not abrogate contract provisions, except after an investigation of the contract and a finding that existing contract terms are not in the public interest, and are not just and reasonable, Record evidence must support any order of the Commission that abrogates a private contract.

37. Evergy's failure to file the Agreement as amended for Commission review and approval, had the cascading legal effect of the Commission voiding an Agreement between the parties without the requisite evidentiary record mandated by Kansas law.

38. As the Kansas Supreme Court stated in *Kansas Power & Light Co. v. Mobil Oil Co.*, 198 Kan. 556, 559-561 (1967):

“It is an ancient legal maxim that contracts freely and fairly made are favorites of the law. This, we believe, is as true in the field of public utilities as it is elsewhere.

Because of the public interest with which the business of common carriers and public utilities is affected, private contracts negotiated by them, it is true, are subject to curtailment, or even to abrogation, through the medium of the exercise of the state's police power, provided the public welfare is being adversely affected by such contracts. (Wichita Railroad and Light Co. v. Court of Industrial Relations, 113 Kan. 217, 214 Pac. 797; Central Kansas Power Co. v. State Corporation Commission, supra.) However, this court said in Railroad and Light Co. v. Court of Industrial Relations, supra:

"But contracts cannot be waved aside by mere lip service invocation of the police power, 'by simply invoking the convenient apologetics of the police power,' to use the language of Mr. Justice Holmes, in Kansas Southern Ry. v. Kaw Valley Dist., 233 U.S. 75, 79, 58 L. Ed. 857. Before a contract can be interfered with through the police power, it must appear that the contract does in some measure affect adversely the welfare of the public." (p. 229.)”

"We hold that where contract rates are sought to be changed by the filing of schedules of new rates under G.S. 1949, 66-117, a duty is imposed on the commission to investigate the existing contract rates. Those rates may be abrogated only upon express finding that they are unreasonable and that they 'affect adversely the welfare of the public.' Absent such a finding, commission approval of proposed schedules of rate changes cannot and does not abrogate existing contract rates." (p. 828.) (Emphasis supplied.)

39. Among the material additional terms and conditions of public utility service, included in the Agreement, and not a part of the referenced HLF Tariff, were the following:

- Evergy agreed to extend and maintain its lines to the premises of MSM and install facilities sufficient for a maximum capacity requirement of 7,000 kW. (Agreement, at Paragraph No. 2).
- MSM and Evergy agreed to “a peak demand not less than 3,500 kW. (Agreement, at Paragraph No. 2).
- An initial term of seven (7) years for the Agreement (Agreement, at Paragraph No. 3).
- A provision that the Agreement would “continue from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to the anniversary date of its desire to terminate the Agreement. (Agreement, at Paragraph No. 3).

- The Agreement could not be changed except in writing duly signed by Company and Customer (Agreement, at Paragraph No. 4).
- The Agreement was “subject to valid order of legally constituted regulatory bodies having jurisdiction over the Company’s sites.” (Agreement, at Paragraph No. 3).

40. On information and belief, and Evergy has not otherwise stated, the “Agreement for Electric Service” dated August 27, 2012, and amendments thereto, have not been filed with or approved by the Commission as required by K.S.A. 66-117, to wit:

66-117. Change of rates or schedules; procedure; effective date; higher rates of return on investment in certain cases; hearing; property tax surcharge authorized; assessment of regional rate competitiveness and economic development impact of rate change. (a) Unless the state corporation commission otherwise orders, no common carrier or public utility over which the commission has control shall make effective any changed rate, joint rate, toll, charge or classification or schedule of charges, or any rule or regulation or practice pertaining to the service or rates of such public utility or common carrier except by filing the same with the commission at least 30 days prior to the proposed effective date. The commission, for good cause, may allow such changed rate, joint rate, toll, charge or classification or schedule of charges, or rule or regulation or practice pertaining to the service or rates of any such public utility or common carrier to become effective on less than 30 days' notice. If the commission allows a change to become effective on less than 30 days' notice, the effective date of the allowed change shall be the date established in the commission order approving such change, or the date of the order if no effective date is otherwise established. Any such proposed change shall be shown by filing with the state corporation commission a schedule showing the changes, and such changes shall be plainly indicated by proper reference marks in amendments or supplements to existing tariffs, schedules or classifications, or in new issues thereof.

41. On May 28, 2014, The Agreement for Electric Service was amended by the “Minimum Capacity Requirement Addendum.”

42. **This Addendum was attached as Exhibit B to the MSM “Response to Joint Motion for Approval of Phase-in of Certain Rate Impacts,”** as filed on May 20, 2028, in this Docket. **A material term and condition not included in the HLF Tariff – a minimum bill provision – was included in the Addendum as follows:**

The Minimum Capacity Requirement accepted by Company shall be 3,500 kW. Execution of this Addendum by both Company and Customer constitutes an Agreement to deliver and receive electricity respectively, pursuant to the terms and conditions of the Agreement.

43. The “Minimum Capacity Requirement Addendum” was not filed with or approved by the Commission as required by K.S.A. 66-117.

44. On March 19, 2015, the “Agreement for Electric Service” dated August 27, 2012, was further amended, and noted as **Exhibit D** to the “Response to Joint Motion for Approval of Phase-in of Certain Rate Impacts,” as filed on May 20, 2028, in this Docket.

“Cancel /Interruptible Service Rider (/SR) and change rate from High Load Factor (HLF) to Off Peak Service (OPS).” All other terms and conditions of the Agreement shall remain the same.

45. The March 19, 2015, Amendment to the “Agreement for Electric Service” dated August 27, 2012, was not filed with or approved by the Commission as required by K.S.A. 66-117.

VI. The Effect of the KCC Rate Order on the MSM – Evergy Agreement

46. **The Commission Rate Order effectively abrogated in very material ways, the “Agreement for Electric Service” dated August 27, 2012, as amended, without an investigation of the existing Contract / Agreement rates and without “an express finding that they are unreasonable and that they `affect adversely the welfare of the public.”** (Emphasis Added) *Kansas Power & Light Co. v. Mobil Oil Co.*, 198 Kan. 556, 559-561 (1967), supra.

47. The Agreement for Electric Service provided a contract protocol for amendments as well as for termination of the Agreement. **The Commission’s Rate Order abrogated these notice and planning provisions**, without investigation and without “an express finding that they

are unreasonable and that they ‘affect adversely the welfare of the public.’” *Kansas Power & Light Co. v. Mobil Oil Co.*, 198 Kan. 556, 559-561 (1967), *supra*.

48. **The Off-Peak Rider that replaced the prior, KCC approved Off-Peak Service Schedule, extended from four (4) months to twelve (12) months, the applicability of Peak Service limitations.** There is no Commission investigation if this extension of the Peak Day limitation periods is just and reasonable, and there is no record evidence in this Docket that Peak Demand measured each weekday of each month is just and reasonable. A regional transmission organization may have a summer and winter peak period, but to the knowledge of counsel for MSM, no electric system has weekday peaks for each week of each month for the entire year.

49. The Off-Peak Service Tariff (**Exhibit A attached hereto**) that is a part of the Agreement provided that off peak service was during the hours of 2:00 p.m. through 8:00 p.m., Monday through Friday, for the four-month period of June, July, August, and September. The Commission terminated this service offering in its Rate Order dated November 11, 2023.

50. The Off-Peak Rider (**Exhibit B attached hereto**) that replaced Off Peak Service applies during the hours of 2:00 p.m. through 8:00 p.m., Monday through Friday to each month of the year / for all twelve months.

51. **The Off-Peak Service Schedule that is a part of the Agreement, provided that Demand was measured by the average kW load** during the 15-minute period of maximum use during the on-peak hours of the billing period. The Commission terminated this service offering in its Rate Order dated November 11, 2023.

52. **The Off-Peak Rider ordered by the Commission on November 11, 2023, provides that “On-Peak Demand shall be the highest 15-minute demand** established by the

Customer during On-Peak hours.” The “averaging” of Peak Demand measurement was eliminated.

53. The Off-Peak Rider ordered by the Commission, applies to each month of the year, at the highest demand level, with no opportunity for MSM to adjust Demand – with the result that Demand is set at levels and in months, that were heretofore not even a part of Off-Peak Service.

54. Since the Off-Peak Service Schedule was terminated, MSM was simply placed on a large power service schedule, with no benefits for the continued adherence to the Agreements requirement that MSM reduce demand during the hours of 2:00 p.m. through 8:00 p.m. every weekday.

55. Operation of a Peak Demand Tariff that materially changed both Demand Measurement and extends the period that measures demand from 4 months to 12 months, and that requires a new Demand reduction election by MSM - - guarantees that an “absurdly” high electric rate will be the result.

VII. The EKC Contention is that Counsel Has an Obligation to Provide Client Representation to Entities that It Does Not Represent.

56. EKC contends that counsel for MSM should have advised MSM of matters relative to this Docket, in the period April 25, 2023, through November 11, 2023. Essentially, EKC seeks to attribute knowledge of counsel to entities that counsel does not represent.

57. Counsel did not represent MSM in the stated period of time - April 25, 2023, through November 11, 2023. Counsel first represented MSM in this Docket on April 9, 2024 – five months after the Rate Order was issued by the Commission in this Docket.

58. There is no basis in law or fact to attribute knowledge of counsel to entities that counsel does not represent.

Respectfully submitted,

/s/ James P. Zakoura

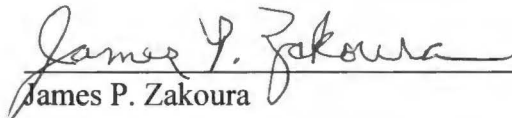
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VERIFICATION


STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

James P. Zakoura, being duly sworn upon his oath, deposes and states that he is the Attorney for Midwest Scrap Management, Inc. and that he has read and is familiar with the foregoing *Response of Scrap Management Industries (DBA Midwest Scrap Management, Inc.) to Evergy's Reply to MSM's Response to Joint Motion for Approval of Phase-In of Certain Rate Impacts*, and that the statements therein are true to the best of his knowledge, information, and belief.



James P. Zakoura

SUBSCRIBED AND SWORN to before me this 30th day of May 2024.



Notary Public

My Appointment Expires:



CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of May 2024, the foregoing was electronically filed with the Kansas Corporation Commission and that one copy was delivered electronically to all parties on the service list as follows:

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE _____ OPS _____

(Name of Issuing Utility)

Replacing Schedule _____ OPS _____ Sheet _____ 1 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____ January 1, 2022 _____

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 4 Sheets

OFF-PEAK SERVICE

AVAILABLE

Electric service is available under this schedule at points on the Company's existing distribution facilities to industrial customers.

APPLICABLE

Applicable to service provided to separately metered facilities that are expected to be used primarily during the off-peak period, defined hereafter. This rate schedule is not applicable to backup, breakdown, standby, supplemental, short term, resale or shared electric service.

NET MONTHLY BILL

BASIC SERVICE FEE	\$128.00
ENERGY CHARGE	1.9125¢ per kWh
DEMAND CHARGE	
On-Peak Billing Demand	\$12.06 per kW
Off-Peak Billing Demand	\$2.37 per kW

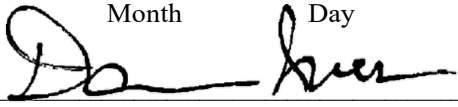
Plus all applicable adjustments and surcharges.

MINIMUM MONTHLY BILL

The greater of the Basic Service Fee plus the Demand Charge, or the minimum specified in the Electric Service Agreement, plus all applicable adjustments and surcharges.

Issued December 1 2022
Month Day Year

Effective January 1 2023
Month Day Year

By 
 Darrin Ives, Vice President

21-EKME-050-RTS
 Approved **KALF**
 Kansas Corporation Commission
 January 1, 2023
 /s/ Lynn Retz

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE _____ OPS _____

(Name of Issuing Utility)

Replacing Schedule _____ OPS _____ Sheet _____ 2 _____

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 2 of 4 Sheets

OFF-PEAK SERVICE

BILLING DEMAND

On-Peak Billing Demand shall be the average kW load during the 15-minute period of maximum use during the on-peak hours of the billing period.

Off-Peak Billing Demand shall be the average kW load during the 15-minute period of maximum use during all other hours of the billing period or the minimum demand specified in the Electric Service Agreement, whichever is greater.

ADJUSTMENTS AND SURCHARGES

Power Factor Adjustment

The Company may determine, by permanent measurement or by test of not less than 30 minutes duration under conditions which the Company determines to be normal, the power factor of a customer. If the power factor for the month is less than 0.90 at the point of delivery, the Billing Demand will be increased by multiplying by 0.90 and dividing by the power factor.

Other Adjustment and Surcharges


The rates hereunder are subject to adjustment as provided in the following schedules:

1. Retail Energy Cost Adjustment
2. Property Tax Surcharge
3. Transmission Delivery Charge
4. Environmental Cost Recovery Rider
5. Renewable Energy Program Rider
6. Energy Efficiency Rider
7. Tax Adjustment

Plus all applicable adjustments and surcharges.

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(Name of Issuing Utility)

Replacing Schedule _____ OPS _____ Sheet _____ 3 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____ January 1, 2022 _____

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Sheet 3 of 4 Sheets

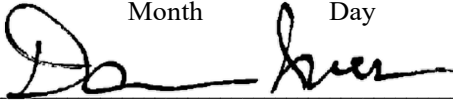
OFF-PEAK SERVICE

DEFINITIONS AND CONDITIONS

1. Only customers with Billing Demand greater than 500 kW at one delivery point are eligible for this rate schedule.
2. Alternating current, at approximately 60 hertz, at the standard phase and voltage available, shall be supplied to a single location at points on Company's existing transmission or distribution facilities having sufficient capacity.
3. Service shall normally be measured at delivery voltage; however, Company reserves the right to locate its meters on the low side of customer-owned transformation and measure service at other than delivery voltage and adjust such measurements accordingly.
4. A customer requesting electric service under this rate schedule shall sign an Electric Service Agreement for a minimum off-peak demand of not less than 500 kW with an initial term of three years. Service shall continue beyond the initial term under this rate schedule unless the Electric Service Agreement is canceled by customer providing written notice not less than 24 months in advance. When additional facilities are required to serve the customer, an additional charge, special minimum and/or extended initial term may be required.
5. If, in any billing period a customer's On-Peak Billing Demand is in excess of 20 percent of the Off-Peak Billing Demand, in addition to the Demand Charge shown in the NET MONTHLY BILL section, all excess On-Peak Billing Demand shall be billed at three times the sum of the On-Peak Billing Demand and Off-Peak Billing Demand charges listed in the NET MONTHLY BILL section. If, for any two billing periods within any calendar year, a customer establishes an On-Peak Billing Demand in excess of 20 percent of the Off-Peak Billing Demand for the billing period, such customer shall be required to take service under the most applicable standard rate schedule for which such customer is eligible. After one year, the customer may reapply for service under this rate schedule.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE _____ OPS _____

(Name of Issuing Utility)

Replacing Schedule _____ OPS _____ Sheet _____ 4 _____

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

which was filed _____ January 1, 2022 _____

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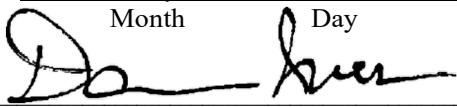
Sheet 4 of 4 Sheets

OFF-PEAK SERVICE

6. For purposes of this rate schedule, the on-peak period shall be June 1 through September 30. On-peak hours shall be 2:00 p.m. through 8:00 p.m., Monday through Friday, except for Independence Day and Labor Day during the on-peak period. All other hours of the year are off-peak hours.
7. If either the Off-Peak Billing Demand or On-Peak Billing Demand exceeds the maximum capacity specified in the Electric Service Agreement during two or more billing periods within any contract year, a new maximum demand shall be specified and set equal to the highest Billing Demand established during such contract year.
8. Service under this rate schedule is not available with any other rate schedule or rider.
9. Service under this rate schedule is subject to Company's General Rules and Regulations, presently on file with the State Corporation Commission of Kansas and any modifications subsequently approved.
10. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

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THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE OPR

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 1

EVERGY KANSAS CENTRAL RATE AREA

(Territory to which schedule is applicable)

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Sheet 1 of 2 Sheets

OFF-PEAK RIDER
SCHEDULE OPR

AVAILABILITY

Electric service is available under this schedule at points on the Company's existing distribution facilities. The purpose of this Rider is to allow customers the ability to exceed their On-Peak demand during Off-Peak hours and not be billed for such excess demand.

APPLICABILITY

Electric service under this Rider is only available to Customers who receive service under the Small General Service, Medium General Service, Large General Service, or Industrial and Large Power Service rate schedules and whose premise(s) are billed using a Company meter capable of measuring demand.

DEFINITIONS

On-Peak hours shall be the hours between 2:00 pm and 8:00 pm Monday through Friday. Off-Peak hours shall be all hours other than On-Peak hours and for all hours during the following holidays: (1) New Year's Day; (2) Memorial Day; (3) Independence Day; (4) Labor Day; (5) Thanksgiving Day; and (6) Christmas Day.

On-Peak Demand shall be the highest 15-minute demand established by the Customer during On-Peak hours. Off-Peak Demand shall be the highest 15-minute demand established by the Customer during Off-Peak hours.

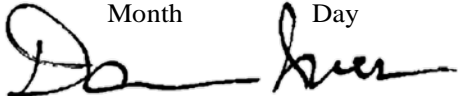
CONDITIONS

This Rider is applicable to any Customer who meets the above criteria and the following conditions:

1. The Customer must make a written request and the Company shall notify the Customer in writing of its determination to accept or reject the Customer's request.
2. The Customer's Off-Peak Demand may exceed the Customer's On-Peak Demand during such Off-Peak Hours to the extent which the Company shall determine that its generating and delivery facilities have sufficient capacity to permit supplying such excess demand without disturbing service to its other Customers. The Company may supply the Customer, in writing, a schedule of such excess demands which may be imposed during Off-Peak Hours. The Company may, upon 30-day written notice, change such schedule.
3. Nothing in this provision shall be construed as requiring the Company to provide additional generating or delivery facilities for such excess demand.

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/s/ Lynn Retz

THE STATE CORPORATION COMMISSION OF KANSAS

EVERGY KANSAS CENTRAL, INC., & EVERGY KANSAS SOUTH, INC., d.b.a. EVERGY KANSAS CENTRAL SCHEDULE OPR

(Name of Issuing Utility)

Replacing Schedule Initial Sheet 2

EVERGY KANSAS CENTRAL RATE AREA

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Sheet 2 of 2 Sheets

OFF-PEAK RIDER
SCHEDULE OPR

- 4. If the Customer's Off-Peak Demand is within the limits outlined in Condition 2 hereof, the Customer's Monthly Maximum Demand shall be based on the Customer's On-Peak Demand. For schedules ILP, LGS, and MGS, this will replace the average kW load supplied during the 15-minute period of maximum use during the month, for the purposes of determining the Billing Demand.
- 5. The Company, during Off-Peak Hours, in the event of an emergency which would affect deliveries to its other Customers, may require the curtailment of all, or part, of such Off-Peak Demand which is in excess of the On-Peak Demand.
- 6. That portion of any demand established in a month during the Off-Peak Hours which is above the Off-Peak Demand allowed by the Company shall be added to the highest demand established during On-Peak Hours in such month for the purpose of determining the Monthly Maximum Demand.
- 7. In the event that service under this provision is made available to more than one Customer, the available generating and delivery capacity may be prorated on the basis of the prior month's On-Peak Demands if sufficient capacity is not available to supply the total amount requested.
- 8. Depending upon energy supply and cost conditions, the Company may temporarily extend the Off-Peak Hours. The Extended Off-Peak Hours will only be available to Customers whose Off-Peak Demands during normal Off-Peak Hours regularly exceed their On-Peak Demands, and who make written request to the Company for Extended Off-Peak Hours. The Company, in its sole judgment, may alter, or cancel, all, or a portion, of Extended Off-Peak Hours upon telephone or fax notice to the Customer. Upon notification of cancellation of Extended Off-Peak Hours the Customer shall adjust demand, at the time the cancellation is to take effect or within sixty (60) minutes if the cancellation is effective immediately, to not exceed the level of the Customer's then current On-Peak Demand. If a Customer fails to maintain a demand at or below the then current On-Peak Demand during any portion of the cancelled Extended Off-Peak Hours, then 30-minute Demands established after the effective time of the cancellation or after the sixty (60) minute grace period, if applicable, shall be considered in the determination of the On-Peak Demand, and that Customer may be ineligible for Extended Off-Peak Hours for a period of twelve (12) months.

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