

January 20, 2022

Kansas Corporation Commission 1500 SW Arrowhead Road Topeka, Kansas 66604

**RE: 21-EKCE-318-TAR** 

To Whom It May Concern:

In accordance with the Order in Docket No. 21-EKCE-318-TAR, Evergy is filing this Limited Large Economic Development Rider. This filing contains a confidential version and a public version.

Please contact me at (816) 652-1110 or <u>Lisa.Casteel@evergy.com</u> with any questions concerning this filing.

Sincerely,

Lisa Casteel

Lisa Casteel Regulatory Lead Analyst



#### **CONTRACT SUBMISSION FORM**

Supplier/Contractor Name:
Contract Description/Title: Limited Large Economic Development Rider
General Description of Service:
Responsible Department Name: Economic Development Dept. #: 562
Contract Start Date: Contract Expiration Date:
Is this submitted Contract an Original? $X$ , Or an Amendment/Addendum to a Contract? $\square$
For <u>Amendments or Addendums</u> , please provide Original Contract information, such as Contract Name, Execution Date, Contract Identifier #'s, etc
Is access to this submitted Contract Restricted? Yes $\square$ No $X$
If Yes, who is authorized to access this Contract?
Comments: Please apply to all meters associated with the account at this facility
Submission Requirement: Please send all <i>original</i> signed contracts along with this form to Records Management. Send copies to Billing and Regulatory Affairs. Keep copy in Economic Development files.
Submitted by: Date:



# APPLICATION FOR EVERGY KANSAS CENTRAL ECONOMIC DEVELOPMENT RIDER

Company Name:		Date of A	pplication:	-
Service Address:				
City:	State:_	KS	Zip:	
Billing Address:				
City:	_State:	1 <u>245</u> y 2005	Zip:	
Contact Person:Title:			Phone:	
Date construction scheduled:				
Estimated date construction complete  Type of I	Facilit	y		
Customer				
Business retention (if retention, an affidavit me	ust be sig	ned outlining	ng alternative lo	ecations)
NAICS Code: 311919				
Brief description of business facility (products, process	s, capacit	y):		
(Note: The Rider is <u>not</u> available to business facili services directly to the general public.)	ties invo	olved in se	lling or provid	ing goods and



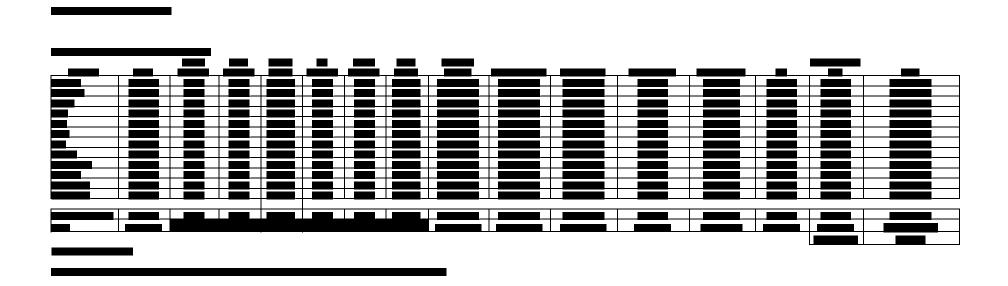
### Energy Information

	Presently At this Location	Estimate Due to New /Expanded Facilities	Total	
Facility size (sq. ft.):	Location	Tacinues	Total	
Peak electric demand (kW):				
Annual energy usage (kWh):				
Annual Load Factor(%):		114 -	_	
Will electric load at another of y If so, specify impact:	your facilities in Westar			
Additional Off-Peak (8PM to 11 Ifso, specify portion of total use				
Voltage level at which you wish	to be served: (			
What are the projected hours of	operation? (number of s	hifts, days per week):		
	Capital Inv	estment		
Is the facility:				
New Real estate investment:	\$			
New Machinery & Equipment:	\$	<u> </u>		
Total New Investment:	\$	_		
How much of the new total investment will occur in the first two years?\$_				
Employment				
New Jobs Created/Retained: How many of the new jobs crea	ted will occur in the first	t two years?		



	6 mo1 yr	1-2 yrs	2+yrs	
Annual payroll and bene	fits associated with new jo	obs:		
liring schedule of new e	employees:			
Supporting Document	ation			
levelopment incentives racility at this location:	received in conjunction w	ith retaining, locating	ate, and/or local economic ng, constructing or operating the	
			edule	
Paguastad Start Data for	EDR Benefits:			
	dule as outlined in the tar	riff: (		
COMPANY USE ON	NLY:			
COMPANY USE OF	NL,Y;	Dat	e:	

# evergy





WHEREAS, the governing body of the Issuer has heretofore and does now find and determine the it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue

ORDINANCE

WHEREAS, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the "Base Lease Agreement") between the Company and the Issuer; and

WHEREAS

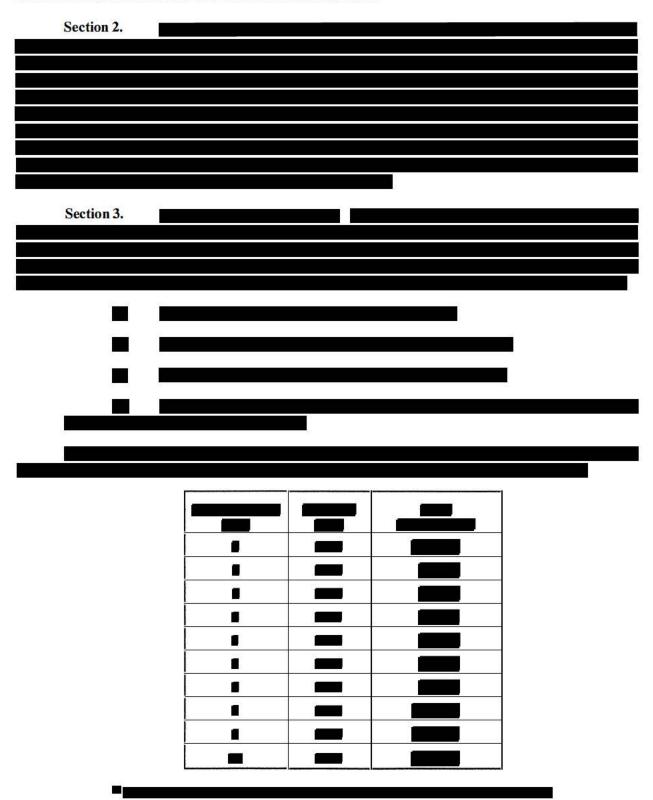
WHEREAS, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished, and equipped and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

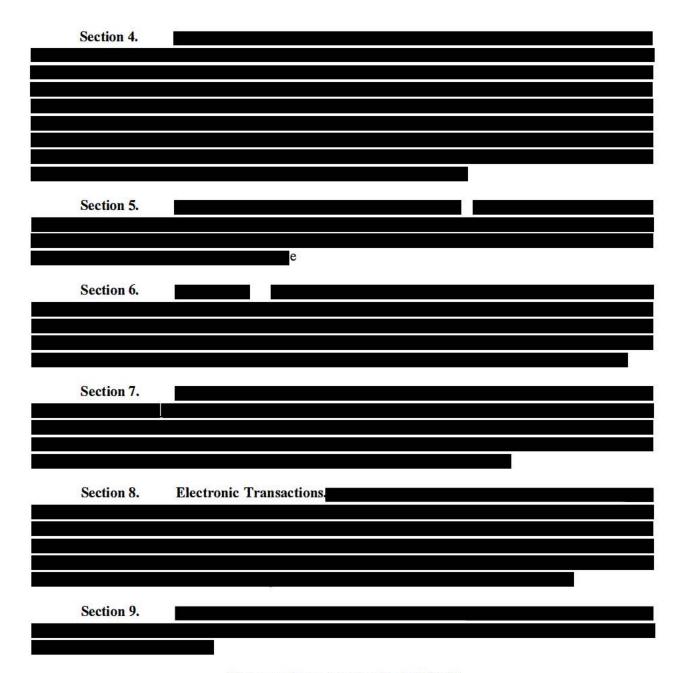
WHEREAS, the Company and the Issuer have entered into a Performance Agreement dated as of (the "Performance Agreement"); and

WHEREAS, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

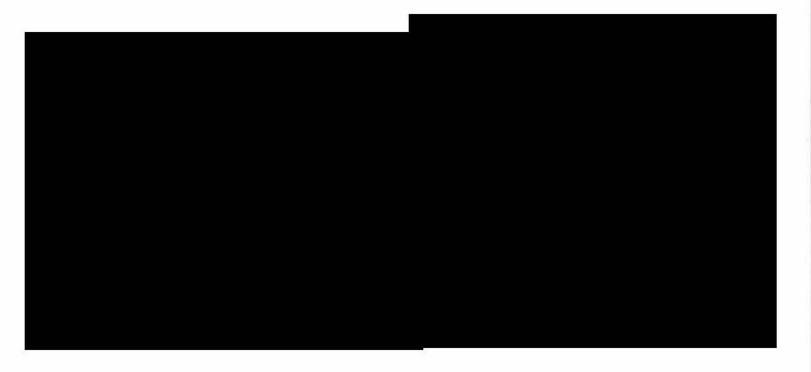
NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF AS FOLLOWS:

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The Issuer is hereby authorized to provide for the acquisition, purchase, construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.





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# LIMITED LARGE ECONOMIC DEVELOPMENT RIDER

This Agreement is ente	red into as of this	by and between Evergy, Inc.
(Company) and		

#### WITNESSETH:

Whereas, Company has on file with the State Corporation Commission of Kansas (Commission) a certain Economic Development Rider (Rider), and;

Whereas, Customer is a new Customer, or has acquired additional separately metered facilities within the Company's service territory, and;

Whereas, Customer has furnished sufficient information to the Company to demonstrate that its new facilities or additional separately metered facilities (Facilities) satisfied the Availability and Applicability provisions of the Rider, and;

Whereas, Customer wishes to take electric service from the Company, and the Company agrees to furnish electric service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company;

The Company and Customer agree as follows:



- 3. Customer acknowledges that this Agreement is not assignable voluntarily by Customer but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
- 4. Customer acknowledges that all information provided to the Company for the purpose of determining whether the Customer is eligible for service under the Rider shall be retained by the Company, and shall be subject to inspection and disclosure in accordance with the laws of the State of Kansas, as amended from time to time. Should the Customer designate any of such information as proprietary or confidential, Company shall notify Customer of any request for inspection or disclosure,

and shall use good faith efforts to secure an agreement or Commission order protecting the proprietary or confidential nature of such information.

- 5. This Agreement shall be governed in all respects by the laws of the State of Kansas (regardless of conflict of law's provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power or authority vested in it by law.
- 6. Customer requests that service under this Rider begin on

