

EVERGY, INC.,
EVERGY METRO, INC. and
EVERGY KANSAS CENTRAL, INC.
1200 Main Street
Kansas City, Missouri 64105

Complainants,

v.

BNSF RAILWAY COMPANY
2650 Lou Menk Drive
Fort Worth, Texas 76131

Defendant.

FILED
January 31, 2024
SURFACE
TRANSPORTATION BOARD

EVERGY, INC.
EVERGY METRO, INC.
EVERGY KANSAS CENTRAL, INC.
1200 Main Street, Suite 29
Kansas City, MO 64105

Kelvin J. Dowd
Andrew B. Kolesar III
Slover & Loftus LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
202.347.7170
kjd@sloverandloftus.com
abk@sloverandloftus.com

*Attorneys for Evergy, Inc.,
Evergy Metro, Inc. and
Evergy Kansas Central, Inc.*

FEE RECEIVED
January 31, 2024
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Of Counsel:

Slover & Loftus LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036

Dated: January 31, 2024

EVERGY, INC.)
EVERGY METRO, INC. and)
EVERGY KANSAS CENTRAL, INC.)
1200 Main Street)
Kansas City, Missouri 64105)
)
Complainants,)
)
v.) Docket No. NOR 42180
)
BNSF RAILWAY COMPANY)
2650 Lou Menk Drive)
Fort Worth, Texas 76131)
)
Defendant.)
)

Evergy, Inc. (“Evergy”), Evergy Metro, Inc. (“Evergy Metro”) and Evergy Kansas Central, Inc. (“EKC”) (collectively “Complainants”), pursuant to 5 U.S.C. § 554(e), 49 U.S.C. §§ 10702(2), 11101(a), 11121(a), 11701(b), 11704(b), and 11704(c)(1), and 49 C.F.R. § 1111.2, hereby complain against Defendant BNSF Railway Company (“BNSF”), seeking redress for BNSF’s failure to provide reasonable and adequate rail transportation service to Complainants in violation of BNSF’s legal and statutory obligations as a common carrier by railroad, and BNSF’s unreasonable practice in establishing and implementing the terms for such service. Complainants seek (1) a determination that BNSF has breached its statutory obligation to provide adequate

common carrier service on reasonable request; (2) a determination that BNSF engaged in unreasonable practices in establishing and implementing the terms for such service; (3) a determination that BNSF has failed to provide safe and adequate car service; (4) a declaration of the scope of BNSF's service obligations to Complainants; and (5) an award of monetary damages as compensation to Complainants for the consequences of BNSF's unlawful actions and inactions.

SUMMARY

This Complaint is directed at BNSF's deliberate failure to adequately provide for the transportation of coal upon reasonable request to Evergy Metro's Iatan Generating Station near Iatan, Missouri "(Iatan") and EKC's Lawrence Energy Center near Lawrence, Kansas ("Lawrence") in 2022, despite Complainants' clear and repeated statements of the need for such transportation. Instead, BNSF insisted that service to Complainants was a matter of BNSF's "sole discretion." More specifically, after forcing Complainants to utilize common carrier transportation in lieu of what had been a long history of contract service, BNSF refused to allow Complainants to place into service the number of private railcar trainsets that BNSF knew were needed to meet Complainants' reasonable transportation requirements and were entirely consistent with the historic relationship between Complainants' coal volumes and trainset requirements. BNSF's service failures – which are capable of repetition – constituted violations of BNSF's obligations under Section 11101(a) of the governing statute and violations of BNSF's obligation to provide for an adequate and safe car supply as required by Section 11121(a), and were an unreasonable practice in violation of Section 10702(2). BNSF's

assertion that its provision of service to Complainants was a matter of its “sole discretion” also conflicts with the public interest.

BNSF’s service failures caused substantial economic harm to Complainants. As power generation resources subject to the jurisdiction and authority of the Southwest Power Pool (“SPP”), Evergy found it necessary to implement specific measures to conserve coal at Iatan and Lawrence that otherwise would have been used to meet market demands for electricity and produce revenue for Evergy Metro and EKC. This was a direct result of reduced coal inventories caused by BNSF’s actions. The lost profits and opportunity costs attributable to Iatan and Lawrence due to BNSF’s trainset limitations and related service failures in 2022 exceed \$20,000,000 before interest. Additionally, as a direct result of BNSF’s failures to deliver necessary coal volumes to Iatan and Lawrence in 2022, Evergy experienced a reduction in the dispatch of electrical power across the system, and incurred additional costs in excess of \$35,000,000 before interest. Also, as a direct result of BNSF’s actions and inactions, Complainants incurred additional and otherwise avoidable costs related to railcar utilization and storage, purchased power requirements, and the reclamation of coal from station inventories.

As further explained below, Complainants request that the Surface Transportation Board (“Board”) find that BNSF’s service restrictions and other practices with respect to Complainants’ 2022 utility coal transportation service constitute (1) violations of BNSF’s statutory obligations as a common carrier; (2) violations of BNSF’s statutory obligation to provide for safe and adequate car supply; and (3) unreasonable practices.

Additionally, because of BNSF’s demonstrated willingness to abdicate its legal

responsibilities when it suits its own purposes, the Board should issue a declaratory order specifying the scope of BNSF's common carrier coal transportation obligations with respect to service to the Iatan and Lawrence generating stations.

In support hereof, Complainants show as follows:

JURISDICTION

1. The Board has jurisdiction over this matter pursuant to 49 U.S.C. §§ 10704(b), 11101(a), and 11701(b).

THE PARTIES

2. Evergy is a Missouri corporation headquartered in Kansas City, Missouri that is engaged in the transmission and distribution of electrical power generated by operating subsidiaries across a system territory covering major portions of Missouri and Kansas.

3. Evergy Metro is a Missouri corporation that is engaged in the generation and transmission of electricity to residential and commercial consumers throughout western Missouri and eastern Kansas. EKC is a Kansas corporation engaged in similar capacities on behalf of consumers in Kansas. Evergy Metro is headquartered in Kansas City, Missouri and EKC is headquartered in Topeka, Kansas. Both are operating subsidiaries of Evergy.

4. Evergy Metro operates the 1,725-megawatt Iatan station, among other generating facilities. EKC operates the 484-megawatt Lawrence station. Both stations' generating units are fueled by coal originating in the Southern Powder River Basin region

of Wyoming (“SPRB”), which is transported from the mine origins to Iatan and Lawrence by BNSF. BNSF is the only rail carrier capable of serving Iatan and Lawrence directly, and rail is the only feasible mode of coal transportation to both stations. Iatan’s coal requirements for 2022 were approximately 4,800,000 tons. This figure is comparable to or lower than historic nominated and scheduled annual volume levels, as shown in the following table:

Annual Coal Tonnage for Iatan

2017	4,740,897 tons
2018	5,000,000 tons
2019	5,238,040 tons
2020	5,190,830 tons
2021	4,600,000 tons

Lawrence’s coal requirements were approximately 1,084,000 tons in 2022, and its recent history shows a similar trend in annual nominated and scheduled volumes:

Annual Coal Tonnage for Lawrence

2017	1,400,000 tons
2018	2,000,000 tons
2019	1,750,000 tons
2020	1,688,000 tons
2021	1,204,700 tons

5. Evergy is responsible for the dispatch and distribution of electrical power generated at Iatan and Lawrence, as well as other coal-fired generating stations and other power resources within its system. Evergy is responsible for procuring coal and coal transportation for Iatan and Lawrence.

6. As is the case with most coal-fired electric generating facilities, the fuel requirements for Iatan and Lawrence are variable over the course of a year. Typically, the need for coal deliveries is highest during the summer and winter months, when seasonal weather drives up the demand for electricity, and tends to moderate in the spring and autumn. Schedules for coal deliveries generally track this variability, and as the sole transporter of coal to Iatan and Lawrence for decades, BNSF has been well aware of this aspect of these stations' coal delivery service requirements.

7. BNSF is a common carrier by rail subject to the jurisdiction of the Board pursuant to 49 U.S.C. §§ 10101, *et seq.* BNSF is headquartered in Fort Worth, Texas.

COAL TRANSPORTATION TO IATAN AND LAWRENCE

8. For more than twenty (20) years, SPRB coal was transported to the Iatan and Lawrence stations pursuant to a series of contracts entered into by Complainants and/or their predecessors in interest with BNSF under 49 U.S.C. § 10709 and, prior to 1996, former 49 U.S.C. § 10713. The contracts each contained different specific terms and conditions, but all included certain essential elements such as terms of duration; transportation rates and provisions for their periodic adjustment; shipment scheduling procedures; provisions addressing annual coal shipment volumes and transportation service commitments; shipment loading and unloading rules; and terms governing the supply of transportation equipment.

9. For as long as BNSF had transported SPRB coal to Iatan and Lawrence in contract service, shipments moved in unit train configurations comprised of railcars

provided by Complainants at no cost to BNSF. Rates for coal transportation negotiated with BNSF were conditioned on Complainants providing a sufficient number of railcars to allow for the delivery of scheduled coal volumes. Evergy Metro's and EKC's predecessors in interest purchased or leased, and Evergy currently maintains 1,152 railcars suitable for use in transporting coal to Iatan and Lawrence, which were acquired at BNSF's behest or direction as part of BNSF's agreement to contract with Complainants. The number of trainsets of railcars that Complainants would provide and BNSF would use in transporting Complainants' coal each year correlated with the annual volumes of coal that were required at the Iatan and Lawrence stations, and the pattern and frequency of coal shipments over the course of the year. More trainsets typically are needed during the winter and summer months, when demand for electric generation from Iatan and Lawrence (and thus coal fuel requirements) tend to be higher than in the spring and early autumn. As the sole transporter of coal to these stations for decades, BNSF was well aware of these trainset requirements.

10. An additional factor that historically has determined coal volumes and trainset requirements is the need for Complainants to maintain reasonable levels of coal inventory at Iatan and Lawrence. It is not possible to always forecast generation demand with precision and match rates of coal consumption with shipment deliveries, and unexpected weather, interruptions of coal loading at origin mines, and breakdowns of coal unloading equipment at one of the stations can impair or prevent the receipt or processing of new coal supplies for varying periods of time. In order to ensure the reliability of Complainants' electric generation resources to serve the needs of customers

within their service territories and Complainants' obligations as members of SPP, Evergy must determine the levels of coal inventory that are required at Iatan and Lawrence. Historically, the spring and fall seasons have presented opportunities for inventory restoration and contributed to the number of trainsets provided by Complainants and accepted into service by BNSF during these periods.

11. The foregoing facts have been known and acknowledged by BNSF from the inception of its service to Iatan and Lawrence, and throughout the tenure of that service through the date of this Complaint.

12. Based upon the annual coal volumes and inventory protection requirements noted *supra* and the experience and established practices of Complainants and BNSF over at least the past two (2) decades, during 2022 a total of seven (7) unit trainsets of Complainants' private railcars were needed to meet Complainants' coal transportation service needs for Iatan and Lawrence during the months of March through May and October through November, and a total of eight (8) trainsets were required during the months of June through September and December through February.

13. Prior to January 1, 2021, with few and infrequent exceptions, Complainants supplied – and BNSF accepted into service and used – a sufficient number of trainsets to transport Complainants' reasonable and regularly scheduled coal requirements for the Iatan and Lawrence stations.

BNSF'S SHIFT TO TARIFF SERVICE

14. During the third quarter of 2020, BNSF advised Evergy and EKC that in lieu of a new or extended Section 10709 contract, starting January 1, 2021 coal transportation to the Lawrence station would be provided in common carrier service pursuant to a tariff established unilaterally by BNSF. BNSF delayed providing Evergy and EKC with a new common carrier rate until December of that year, despite several requests by Evergy and Evergy's explanation that the rate was needed for 2021 fuel supply planning purposes. BNSF finally presented Evergy and EKC with Tariff BNSF 60024, which set rates and service terms for coal shipments to Lawrence. As had been the case with the series of contracts that applied in the years prior to 2021, Tariff BNSF 60024 established rates for transportation in private railcars provided at no cost to BNSF. The Tariff also included the following provision:

Service Limitation Notice: The provision of service and acceptance of any tenders for movement under this publication, including the supply of carrier equipment and/or the introduction of shipper train sets on BNSF for the movement of coal pursuant to this Common Carrier Pricing Authority shall, for the foreseeable future, be subject to BNSF's sole discretion.

A copy of Tariff BNSF 60024 is attached hereto as Exhibit 1. Prior to the start of 2022 and the start of 2023, respectively, BNSF presented Evergy and EKC with renewed versions of Tariff BNSF 60024 to apply during each of those years. Those renewed Tariffs included the same provision quoted above. Copies are attached hereto as Exhibit 2 and Exhibit 3.

14. During the third quarter of 2021, BNSF advised Evergy and Evergy Metro that in lieu of a new or extended Section 10709 contract, starting January 1, 2022 coal transportation to the Iatan station would be provided in common carrier service pursuant to a tariff established unilaterally by BNSF. On October 13, 2021, BNSF issued Tariff BNSF 60029, which set rates and service terms for coal shipments to Iatan. As had been the case with the series of contracts which had applied in the years prior to 2022, Tariff BNSF 60029 established rates for transportation in private railcars provided at no cost to BNSF. The Tariff also included the following provision:

Service Limitation Notice: The provision of service and acceptance of any tenders for movement under this publication, including the supply of carrier equipment and/or the introduction of shipper train sets on BNSF for the movement of coal pursuant to this Common Carrier Pricing Authority shall, for the foreseeable future, be subject to BNSF's sole discretion.

A copy of Tariff BNSF 60029 is attached hereto as Exhibit 4. Prior to the start of 2023, BNSF presented Evergy and Evergy Metro with a renewed version of Tariff BNSF 60029 to apply during that year. That Tariff included the same provision quoted above. A copy is attached hereto as Exhibit 5.

16. During the third quarter of 2021, in accordance with the applicable Tariffs, Complainants provided BNSF with their 2022 coal tonnage nominations for Lawrence and Iatan, respectively. Consistent with their railcar supply obligations and based upon more than twenty (20) years of historical experience transporting coal to Iatan and Lawrence via BNSF, Complainants also advised BNSF of the number of trainsets that would be needed in service to deliver the nominated tons. As noted *supra*, those

requirements were for seven (7) sets to be available for service in the spring and fall months, and eight (8) sets during summer and winter. Following the transmission of these nominations, Complainants each month requested and scheduled coal shipments for transportation during the following month using BNSF's computer-based Coal Forecasting Tool ("CFT"), which the applicable BNSF Rules Tariff (BNSF Tariff 6041) prescribes as the process to be used in scheduling coal shipments. Complainants' schedules reflected the well-known seasonal variability of coal consumption and inventory management at both Iatan and Lawrence.

17. Complainants' requests for transportation service, including in particular their requests for the placement of an adequate number of private trainsets in service, were reasonable in light of their 2022 tonnage nominations, their monthly CFT schedules, and BNSF's decades-long experience transporting coal to Lawrence and Iatan and knowledge of the established relationship between tonnage nominations and trainset requirements.

18. The foregoing notwithstanding, beginning early in 2022, BNSF restricted the number of private railcars that it would allow in service for Iatan and Lawrence to a total of four (4) sets for both stations. BNSF premised its restrictions on the Tariff provisions quoted in Paragraphs 12 and 13, *supra*. Despite repeated protests by Complainants, which included details showing that with only four (4) sets in service it was a virtual certainty that Complainants' scheduled tons – especially during peak summer months – could not be delivered in 2022, BNSF refused to admit additional trainsets into service throughout most of the year. While BNSF accepted additional sets into Iatan service for a short period of time late in 2022, only four (4) trainsets were cycling to the station at

year end. Meeting Iatan’s historic coal transportation needs during the winter months, which are known to BNSF, required at least six (6) sets.

19. In addition to the trainset limitations, BNSF conditioned its service on Complainants scheduling shipments “ratably” throughout the year, meaning that the volume of coal scheduled each month would have to be approximately one-twelfth of the total nomination for the year. BNSF imposed this condition despite the well-known variability of Iatan’s and Lawrence’s coal requirements due to seasonal demands for electricity.

20. Through the end of 2022, Evergy calculated that the shortfall of BNSF deliveries under Tariff BNSF 60029 compared with the CFT schedules for the period was 1,756,531 tons, or 36% of Iatan’s total requirements for 2022. The total shortfall of BNSF deliveries to Lawrence under Tariff BNSF 60024 in 2022 was 240,137 tons. However, during the high demand summer months, deliveries to Lawrence fell behind CFT scheduled tons by 190,441 tons, or 27% of Lawrence’s scheduled tons for the year.

21. Like most electric utilities in the United States, Complainants are members of a regional transmission organization – SPP – which has responsibility for managing the contributions of electricity from individual generating stations to meet consumer demand within its jurisdiction. As Load Responsible Entities in SPP, Complainants are subject to resource adequacy requirements that obligate them to supply SPP with enough available generating capacity to serve the demand within their operating service territories, along with a reserve margin. If Iatan or Lawrence experience coal delivery shortfalls compared to shipment schedules, or if coal inventories fall substantially below target levels, Evergy

can be required to implement “coal conservation measures.” These are steps that can force a utility to increase the prices at which its coal-fired generation is offered so that the market passes on the utility’s generation in favor of another source, and the utility conserves the coal that otherwise would have been used. This results in a loss of opportunity for revenue and profits for the conserving utility. In 2022, as a consequence of BNSF’s trainset imitations and service shortfalls, Evergy was compelled to implement coal conservation measures at Iatan and Lawrence, respectively, a circumstance of which BNSF was aware and took no action to avoid.

22. In response to Complainants’ requests to place an adequate number of trainsets into service to transport the Iatan and Lawrence coal requirements, BNSF alleged that it was constrained by train crew shortages and limited locomotive power availability. However, these issues did not arise with any frequency during the decades that BNSF transported coal to Iatan and Lawrence under contracts, including years when the annual volumes for both stations were higher (in certain years, much higher) than their 2022 requirements. On information and belief, any crew or power shortages that BNSF may have experienced in 2022 were the consequences of deliberate operational decisions made and policies adopted by BNSF, prioritizing perceived short-term operating cost savings over service to rail shippers and energy consumers. The Board’s Chairman has recognized this clear link between BNSF’s operations planning and poor customer service. *See, e.g.*, Chairman Martin J. Oberman, Rail Trends, November 16, 2022; Martin J. Oberman May 12, 2022 Testimony before the United States House of Representatives Committee on Transportation and Infrastructure, Subcommittee on

Railroads, Pipelines and Hazardous Materials, Hearing on “Board Member Views on Surface Transportation Board Reauthorization,” at 5.

23. BNSF’s refusal to allow Complainants to place an adequate number of railcar trainsets into service to meet their reasonable transportation needs has caused Complainants to lose otherwise secure opportunities to earn revenues and profits, and to incur significant additional costs related to coal conservation measures, coal inventory, and system reliability protection that would not have been incurred if BNSF had acted consistent with its decades-long experience in transporting coal to Iatan and Lawrence and met Complainants’ reasonable service requests.

24. On or about June 5, 2023, BNSF transmitted to Complainants supplements to the Tariffs BNSF 60024 and 60029 that did not include the “sole discretion” language quoted in Paragraphs 12 and 13, *supra*. BNSF did not explain the reason for this change, nor did the Tariffs include any new language providing assurances that in the future the acceptance into service of private trainsets would correlate with Iatan’s and Lawrence’s scheduled coal tonnages. The changes had no effect on BNSF’s actions with respect to 2022 coal shipments to Iatan and Lawrence, and in practice do not preclude BNSF from unilaterally imposing trainset limitations when it suits the carrier’s own purposes.

COUNT I

BNSF HAS VIOLATED ITS COMMON CARRIER OBLIGATIONS TO COMPLAINANTS

25. Complainants incorporate the averments in Paragraphs 1 through 24, as though restated here in full.

26. BNSF's refusal to meet Complainants' reasonable transportation service requirements under the circumstances presented constituted a violation of BNSF's obligations as a common carrier under 49 U.S.C. § 11101(a). Pursuant to 49 U.S.C. § 11704(b), BNSF is liable to Complainants for their damages sustained as a result of BNSF's violation.

COUNT II

BNSF HAS ENGAGED IN AN UNREASONABLE PRACTICE

27. Complainants incorporate the averments in Paragraphs 1 through 24, as though restated here in full.

28. BNSF's establishment and use of the reservations in Tariffs BNSF 60029 and 60024 of a right to introduce private railcars into service to Iatan and/or Lawrence in its "sole discretion" to refuse to accept into service sufficient railcars to meet Complainants' reasonable transportation needs throughout 2022 constituted an unreasonable practice in violation of 49 U.S.C. § 10702(2). Pursuant to 49 U.S.C. § 11704(b), BNSF is liable to Complainants for their damages sustained as a result of BNSF's violation.

COUNT III

BNSF HAS FAILED TO FURNISH ADEQUATE CAR SERVICE

29. Complainants incorporate the averments in Paragraphs 1 through 24, as though restated here in full.

30. BNSF's establishment and use of the reservations in Tariffs BNSF 60029 and 60024 of a right to introduce private railcars into service to Iatan and/or Lawrence in its

“sole discretion” to refuse to accept into service sufficient railcars to meet Complainants’ reasonable transportation needs throughout 2022 constituted a failure to furnish adequate car service and to establish reasonable rules and practices on car service, in violation of 49 U.S.C. § 11121(a)(1). Pursuant to 49 U.S.C. § 11704(b), BNSF is liable to Complainants for their damages sustained as a result of BNSF’s violation.

COUNT IV

DECLARATORY RELIEF

31. Complainants incorporate the averments in Paragraphs 1 through 24, as though restated here in full.

32. BNSF has demonstrated its willingness to restrict service to Complainants based on its own internal operational convenience rather than meeting Complainants’ reasonable requests for transportation. There is a very real prospect that unless otherwise constrained, BNSF in the future will repeat the type of actions that it took with respect to service in 2022 that violated 49 U.S.C. §§ 10702(2), 11101(a), and 11121(a), as described *supra*. Pursuant to 5 U.S.C. § 554(e), BNSF’s apparent belief that it is entitled to limit service to Complainants in the manner described herein presents a circumstance where the Board should act to “remove uncertainty” as to future service to Iatan and Lawrence.

CONCLUSION AND REQUESTS FOR RELIEF

WHEREFORE, for the reasons stated, BNSF should be compelled to answer this Complaint, and upon evidence to be developed and presented in this proceeding, the

Board should find that BNSF's failure to permit the introduction into service of sufficient railcars to meet Complainants' reasonable transportation needs and other actions described herein constituted (1) a violation of BNSF's statutory obligations under 49 U.S.C. § 11101(a); (2) an unreasonable practice in violation of 49 U.S.C. § 10702(2); and (3) a violation of BNSF's statutory obligation to furnish adequate car service under 49 U.S.C. § 11121(a)(1). Complainants request that the Board award Complainants such damages, including interest, as may be shown to have resulted from BNSF's statutory violations.

Complainants also request that the Board issue a declaratory order pursuant to 5 U.S.C. § 554(e) clarifying that so long as coal shipments to Iatan and Lawrence are transported in common carrier service, BNSF's obligations under 49 U.S.C. §§ 10702(2), 11101(a), and 11121(a)(1) require it to accept into service a sufficient number of private Everygy railcars to transport Iatan's and Lawrence's respective nominated coal volumes, consistent with historic volumes and subject to Complainants' scheduling of shipments using BNSF's prescribed procedures.

Respectfully submitted,

EVERGY, INC.
EVERGY METRO, INC.
EVERGY KANSAS CENTRAL, INC.
1200 Main Street, Suite 29
Kansas City, MO 64105

By: /s/ Kelvin J. Dowd
Kelvin J. Dowd
Andrew B. Kolesar III
Slover & Loftus LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036
202.347.7170
kjd@sloverandloftus.com
abk@sloverandloftus.com

Of Counsel:

Slover & Loftus LLP
1828 L Street, N.W., Suite 1000
Washington, D.C. 20036

Dated: January 31, 2024

*Attorneys for Evergy, Inc.,
Evergy Metro, Inc. and
Evergy Kansas Central, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that I have this 31st day of January 2024 caused a copy of the foregoing to be served via email upon Defendant BNSF's Chief Legal Officer, as follows:

Jill K. Mulligan, Esq.
Executive Vice President, Law and Corporate
Affairs, Chief Legal Officer
BNSF Railway Company
2650 Lou Menk Drive
Fort Worth, Texas 76131
Jill.Mulligan@BNSF.com

/s/ Andrew B. Kolesar III
Andrew B. Kolesar III
An Attorney for Complainants

EVERGY LAWRENCE TARIFF

GENERAL RULES

- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.
- Price applies in U.S. Funds.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- Price authority is subject to change without notice.
- Prices in this Single Page Price List do not alternate with other Single Page Price Lists.
- Transportation under this agreement is subject to BNSF Rules Book 6041-Series. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com. If Customer does not have access to the internet, Customer should contact Price Management at (817) 593-1134 and a copy of BNSF Rules Book 6041 will be mailed to Customer.
- Price is not subject to a Fuel Surcharge.
- Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.

- * Shipments made under the provisions of this price authority are subject to the Uniform Freight Classification 6000-Series or its successor, BNSF 6100-Series, BNSF 6041-Series, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time-to-time. Copies of BNSF Rules Books may be obtained via the internet at: www.BNSF.com. If Shipper does not have access to the internet, Shipper should contact Price Management at (817) 593-1134 and copies of the BNSF Rules Books will be mailed to Shipper. * Transportation Rates and Services: (A) Rates. Shipper shall pay the Rates listed in the "Rates" table below in United States dollars per net ton (2000 pounds avoirdupois) or per rail car load for movement of Coal from Origins to Destinations as cited therein (said rate tables are password protected and only available to qualified Coal Shippers). The Rates per ton or per carload apply to single loaded trainloads; and no minimum annual volume is required for shipment using such rates. The Rates in this publication will remain fixed as published, but may be changed by BNSF effective on not less than 20 days' notice by subsequent publication. * Transportation Rates and Services: (B) BNSF Service. Service provided pursuant to this publication will be common carrier service for movement of trainloads of Coal as ordinarily and customarily provided by BNSF for such service, and as such, cycle times and schedules may vary from time to time. Shipper acknowledges that BNSF does not guarantee observance of scheduled dates and times that trains may arrive at Origin or Destination at any time, 365 days a year. In the event of a conflict between this publication and another BNSF publication, this publication shall apply. Service Limitation Notice: The provision of service and acceptance of any tenders for movement under this publication, including the supply of carrier equipment and/or the introduction of shipper train sets on BNSF for the movement of coal pursuant to this Common Carrier Price Authority shall, for the foreseeable future, be subject to BNSF's sole discretion. * Transportation Rates and Services: (C) Railcar Supply and Tender Requirements. Shipper provided railcars shall be open top bottom dump suitable for loading not more than 286,000 pounds per carload, not subject to any private car mileage allowance and furnished at no cost to BNSF. Claims for damage to or destruction of either shipper railcars or BNSF provided railcars shall be handled in accordance with the procedures set forth in the field manual and office manual of the Association of American Railroads Interchange Rules, as amended from time-to-time, provided, however, in no event shall BNSF be responsible for loss or damage to Shipper-supplied equipment, which loss or damage results from events of Force Majeure, improper loading or unloading, or inherent defects in design, materials, or workmanship of such equipment. * Transportation Rates and Services: (D) Annual Tonnage Nomination. Within five (5) business days of Shipper notifying Railroad that Shipper intends to ship tonnage under this price authority, and by each October 1 thereafter for which Shipper intends to continue shipping, Shipper shall provide to Railroad a written nomination for Shipper's Plant of the tonnage it intends to load or cause to be loaded during the next calendar year for transportation pursuant to this price authority by month, by Origin ("Annual Tonnage Nomination"). * Transportation Rates and Services: (E) Ratatability of Shipments. Shipper agrees to cause all Coal transported pursuant to this price authority to be loaded in reasonably even monthly increments. Railroad does not guarantee the observance of scheduled dates and times for shipments. * Transportation Rates and Services: (F) Other Provisions. Unless otherwise specified, charges for interline shipments of Coal made pursuant to this Common Carrier Authority include line haul transportation charges of railroads connecting with BNSF on the route of movement from Origins to the Destinations identified herein. Unless otherwise specified, no transloading, terminaling, switching or other ancillary services provided by a connecting railroad, terminal railroad or transloading facility are included in the rates identified in the "Rates" table below; and payment for any such services provided by the connecting railroad, terminal railroad, or transloading facility shall be the responsibility of the Shipper. * Minimum Basis for Assessment of Freight Charges (A) Weights and Carloads. For shipments designated on a rate per ton basis, the minimum train weight for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual lading weight of all Coal in a train as determined by weighing pursuant to Tariff BNSF 6041; or (2) the Minimum Train Weight ("MTW"). The MTW and the corresponding transportation rate, if published, are specified in the "Rates" table below. For shipments designated on a rate per car load basis, the minimum basis for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual number of railcars in the train multiplied by the applicable rate; or (2) the minimum tender ("Minimum Tender") per train multiplied by the applicable rate. For car load rates, the Minimum Tender is specified (in lieu of the MTW) with the corresponding transportation rate in the "Rates" table below. * Loading, Unloading, Accessorial Services, and Weighing Provisions for the loading and unloading of Coal trains, loading and unloading free time, detention, actual and constructive placement, weighing and other accessorial services and related charges therefore are described in BNSF Tariff 6041-series or successors thereto, which shall apply to movements under this publication. Shipments originating under this pricing authority shall be subject to loading rules which may include a requirement that appropriate measures to be taken by the shipper's coal producer to prevent undue loss of coal or coal dust in transit. * Billing and Payment BNSF shall bill each trainload under the terms of the Uniform Straight Bill of Lading. All railcars in a train are to be billed on one (1) Bill of Lading with the correct Shipper's name, address and patron code. Freight charges will be billed pre-paid (that is, billed by BNSF) via mail, express service or electric means as soon as practical. Shipper shall pay BNSF within fifteen (15) calendar days of receipt of invoice by electronic means. Late payment and other credit terms shall be governed by BNSF Rules Tariff 6100-series. * Modification, Amendment and Cancellation BNSF reserves the right to modify the terms and conditions of this publication, or cancel this publication in its entirety, by subsequent publication upon not less than 20 days' notice.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
1121 GROUP	1121	BITUMINOUS COAL

SHIPMENT CONDITIONS



COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

CUSTOMER COPY

Exhibit 1
Page 3 of 5

BNSF 60024

PSMT 135 CARS

Price applies if minimum tender per shipment is 135 cars per train.

EQUIPMENT

EQ-COAL GENERIC,
PR, ZR

Shipper owned/leased,
gons & hoppers

Price applies in shipper owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars). Mileage Allowance payments will not apply.

RATES

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	LAWRENCE, KS	1121 GROUP	BNSF Direct	PSMT 135 CARS	Shipper owned/leased, gons & hoppers	\$1,770 PC

UNIT OF MEASURE

PC Per Car

ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits

GEOGRAPHY

POWDER RIVER (WY) - MINES

BELLE AYR, WYOMING +

BUCKSKIN JCT, WYOMING +
CABALLO JCT, WYOMING
COAL CREEK JCT, WYOMING
CONVERSE JCT, WYOMING
CORDERO, WYOMING +
DRY FORK JCT, WYOMING
EAGLE BUTTE JCT, WYOMING
EAST GILLETTE JCT, WYOMING
NACCO JCT, WYOMING
NARM NORTH, WYOMING
RAWHIDE JCT, WYOMING +
ROJO JCT, WYOMING +
THUNDER JCT EAST, WYOMING
THUNDER JCT WEST, WYOMING
THUNDER JCT, WYOMING +

NOTES

Tariff rate from PRB WY to Lawrence KS

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COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

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EVERGY LAWRENCE TARIFF

GENERAL RULES

- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.
- Price applies in U.S. Funds.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- Price authority is subject to change without notice.
- Prices in this Single Page Price List do not alternate with other Single Page Price Lists.
- Transportation under this agreement is subject to BNSF Rules Book 6041-Series. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com. If Customer does not have access to the internet, Customer should contact Price Management at (817) 593-1134 and a copy of BNSF Rules Book 6041 will be mailed to Customer.
- Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.



COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

CUSTOMER COPY

* Shipments made under the provisions of this price authority are subject to the Uniform Freight Classification 6000-Series or its successor, BNSF 6100-Series, BNSF 6041-Series, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time-to-time. Copies of BNSF Rules Books may be obtained via the internet at: www.BNSF.com. If Shipper does not have access to the internet, Shipper should contact Price Management at (817) 593-1134 and copies of the BNSF Rules Books will be mailed to Shipper. * Transportation Rates and Services: (A) Rates. Shipper shall pay the Rates listed in the "Rates" table below in United States dollars per net ton (2000 pounds avoirdupois) or per rail car load for movement of Coal from Origins to Destinations as cited therein (said rate tables are password protected and only available to qualified Coal Shippers). The Rates per ton or per carload apply to single loaded trainloads; and no minimum annual volume is required for shipment using such rates. The Rates in this publication will remain fixed as published, but may be changed by BNSF effective on not less than 20 days' notice by subsequent publication. * Transportation Rates and Services: (B) Fuel Surcharge. In addition to the Transportation Rates, Coal shipments moving under this price authority shall be subject to the BNSF mileage-based fuel surcharge provisions of BNSF Rules Book 6100-Series, Item 3384, which applies a fuel surcharge based on a \$3.25 per gallon U.S. Average Price of Retail On-Highway Diesel Fuel (HDF) strike price. * Transportation Rates and Services: (C) BNSF Service. Service provided pursuant to this publication will be common carrier service for movement of trainloads of Coal as ordinarily and customarily provided by BNSF for such service, and as such, cycle times and schedules may vary from time to time. Shipper acknowledges that BNSF does not guarantee observance of scheduled dates and times that trains may arrive at Origin or Destination at any time, 365 days a year. In the event of a conflict between this publication and another BNSF publication, this publication shall apply. Service Limitation Notice: The provision of service and acceptance of any tenders for movement under this publication, including the supply of carrier equipment and/or the introduction of shipper train sets on BNSF for the movement of coal pursuant to this Common Carrier Price Authority shall, for the foreseeable future, be subject to BNSF's sole discretion. * Transportation Rates and Services: (D) Railcar Supply and Tender Requirements. Shipper provided railcars shall be open top bottom dump suitable for loading not more than 286,000 pounds per carload, not subject to any private car mileage allowance and furnished at no cost to BNSF. Claims for damage to or destruction of either shipper railcars or BNSF provided railcars shall be handled in accordance with the procedures set forth in the field manual and office manual of the Association of American Railroads Interchange Rules, as amended from time-to-time, provided, however, in no event shall BNSF be responsible for loss or damage to Shipper-supplied equipment, which loss or damage results from events of Force Majeure, improper loading or unloading, or inherent defects in design, materials, or workmanship of such equipment. * Transportation Rates and Services: (E) Annual Tonnage Nomination. Within five (5) business days of Shipper notifying Railroad that Shipper intends to ship tonnage under this price authority, and by each October 1 thereafter for which Shipper intends to continue shipping, Shipper shall provide to Railroad a written nomination for Shipper's Plant of the tonnage it intends to load or cause to be loaded during the next calendar year for transportation pursuant to this price authority by month, by Origin ("Annual Tonnage Nomination"). * Transportation Rates and Services: (F) Ratability of Shipments. Shipper agrees to cause all Coal transported pursuant to this price authority to be loaded in reasonably even monthly increments. Railroad does not guarantee the observance of scheduled dates and times for shipments. * Transportation Rates and Services: (G) Other Provisions. Unless otherwise specified, charges for interline shipments of Coal made pursuant to this Common Carrier Authority include line haul transportation charges of railroads connecting with BNSF on the route of movement from Origins to the Destinations identified herein. Unless otherwise specified, no transloading, terminaling, switching or other ancillary services provided by a connecting railroad, terminal railroad or transloading facility are included in the rates identified in the "Rates" table below; and payment for any such services provided by the connecting railroad, terminal railroad, or transloading facility shall be the responsibility of the Shipper. * Minimum Basis for Assessment of Freight Charges (A) Weights and Carloads. For shipments designated on a rate per ton basis, the minimum train weight for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual lading weight of all Coal in a train as determined by weighing pursuant to Tariff BNSF 6041; or (2) the Minimum Train Weight ("MTW"). The MTW and the corresponding transportation rate, if published, are specified in the "Rates" table below. For shipments designated on a rate per car load basis, the minimum basis for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual number of railcars in the train multiplied by the applicable rate; or (2) the minimum tender ("Minimum Tender") per train multiplied by the applicable rate. For car load rates, the Minimum Tender is specified (in lieu of the MTW) with the corresponding transportation rate in the "Rates" table below. * Loading, Unloading, Accessorial Services, and Weighing Provisions for the loading and unloading of Coal trains, loading and unloading free time, detention, actual and constructive placement, weighing and other accessorial services and related charges therefore are described in BNSF Tariff 6041-series or successors thereto, which shall apply to movements under this publication. Shipments originating under this pricing authority shall be subject to loading rules which may include a requirement that appropriate measures to be taken by the shipper's coal producer to prevent undue loss of coal or coal dust in transit. * Billing and Payment BNSF shall bill each trainload under the terms of the Uniform Straight Bill of Lading. All railcars in a train are to be billed on one (1) Bill of Lading with the correct Shipper's name, address and patron code. Freight charges will be billed pre-paid (that is, billed by BNSF) via mail, express service or electric means as soon as practical. Shipper shall pay BNSF within fifteen (15) calendar days of receipt of invoice by electronic means. Late payment and other credit terms shall be governed by BNSF Rules Tariff 6100-series. * Modification, Amendment and Cancellation BNSF reserves the right to modify the terms and conditions of this publication, or cancel this publication in its entirety, by subsequent publication upon not less than 20 days' notice.

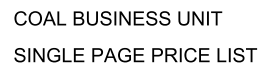
A * Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3384 (\$3.25 Strike Price) of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
1121 GROUP	1121	BITUMINOUS COAL

EFFECTIVE DATE 12/01/2021
EXPIRATION DATE 12/31/2022

ISSUE DATE 11/09/2021
REVISION: 4



CUSTOMER COPY

PSMT 135 CARS

Price applies if minimum tender per shipment is 135 cars per train.

EQ-COAL GENERIC,
PR, ZR

Shipper owned/leased,
gons & hoppers

Price applies in shipper owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars). Mileage Allowance payments will not apply.

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	CI	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	LAWRENCE, KS	1121 GROUP	BNSF Direct	PSMT 135 CARS	I	Shipper owned/leased, gons & hoppers	\$2080.60 PC



BNSF 60024

COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

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UNIT OF MEASURE

PC	Per Car
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ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits

GEOGRAPHY

POWDER RIVER (WY) - MINES

BELLE AYR, WYOMING +



COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

CUSTOMER COPY

BUCKSKIN JCT, WYOMING +
CABALLO JCT, WYOMING
COAL CREEK JCT, WYOMING
CONVERSE JCT, WYOMING
CORDERO, WYOMING +
DRY FORK JCT, WYOMING
EAGLE BUTTE JCT, WYOMING
EAST GILLETTE JCT, WYOMING
NACCO JCT, WYOMING
NARM NORTH, WYOMING
RAWHIDE JCT, WYOMING +
ROJO JCT, WYOMING +
THUNDER JCT EAST, WYOMING
THUNDER JCT WEST, WYOMING
THUNDER JCT, WYOMING +

NOTES

Rate adjustment for 12/01/2021 including \$3.25 Coal FSC

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EVERGY LAWRENCE TARIFF**GENERAL RULES**

- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.
- Price applies in U.S. Funds.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- Price authority is subject to change without notice.
- Prices in this Single Page Price List do not alternate with other Single Page Price Lists.
- Transportation under this agreement is subject to BNSF Rules Book 6041-Series. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com. If Customer does not have access to the internet, Customer should contact Price Management at (817) 593-1134 and a copy of BNSF Rules Book 6041 will be mailed to Customer.
- Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.

- * Shipments made under the provisions of this price authority are subject to the Uniform Freight Classification 6000-Series or its successor, BNSF 6100-Series, BNSF 6041-Series, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time-to-time. Copies of BNSF Rules Books may be obtained via the internet at: www.BNSF.com. If Shipper does not have access to the internet, Shipper should contact Price Management at (817) 593-1134 and copies of the BNSF Rules Books will be mailed to Shipper. * Transportation Rates and Services: (A) Rates. Shipper shall pay the Rates listed in the "Rates" table below in United States dollars per net ton (2000 pounds avoirdupois) or per rail car load for movement of Coal from Origins to Destinations as cited therein (said rate tables are password protected and only available to qualified Coal Shippers). The Rates per ton or per carload apply to single loaded trainloads; and no minimum annual volume is required for shipment using such rates. The Rates in this publication will remain fixed as published, but may be changed by BNSF effective on not less than 20 days' notice by subsequent publication. * Transportation Rates and Services: (B) Fuel Surcharge. In addition to the Transportation Rates, Coal shipments moving under this price authority shall be subject to the BNSF mileage-based fuel surcharge provisions of BNSF Rules Book 6100-Series, Item 3384, which applies a fuel surcharge based on a \$3.25 per gallon U.S. Average Price of Retail On-Highway Diesel Fuel (HDF) strike price. * Transportation Rates and Services: (C) BNSF Service. Service provided pursuant to this publication will be common carrier service for movement of trainloads of Coal as ordinarily and customarily provided by BNSF for such service, and as such, cycle times and schedules may vary from time to time. Shipper acknowledges that BNSF does not guarantee observance of scheduled dates and times that trains may arrive at Origin or Destination at any time, 365 days a year. In the event of a conflict between this publication and another BNSF publication, this publication shall apply. Service Limitation Notice: The provision of service and acceptance of any tenders for movement under this publication, including the supply of carrier equipment and/or the introduction of shipper train sets on BNSF for the movement of coal pursuant to this Common Carrier Price Authority shall, for the foreseeable future, be subject to BNSF's sole discretion. * Transportation Rates and Services: (D) Railcar Supply and Tender Requirements. Shipper provided railcars shall be open top bottom dump suitable for loading not more than 286,000 pounds per carload, not subject to any private car mileage allowance and furnished at no cost to BNSF. Claims for damage to or destruction of either shipper railcars or BNSF provided railcars shall be handled in accordance with the procedures set forth in the field manual and office manual of the Association of American Railroads Interchange Rules, as amended from time-to-time, provided, however, in no event shall BNSF be responsible for loss or damage to Shipper-supplied equipment, which loss or damage results from events of Force Majeure, improper loading or unloading, or inherent defects in design, materials, or workmanship of such equipment. * Transportation Rates and Services: (E) Annual Tonnage Nomination. Within five (5) business days of Shipper notifying Railroad that Shipper intends to ship tonnage under this price authority, and by each October 1 thereafter for which Shipper intends to continue shipping, Shipper shall provide to Railroad a written nomination for Shipper's Plant of the tonnage it intends to load or cause to be loaded during the next calendar year for transportation pursuant to this price authority by month, by Origin ("Annual Tonnage Nomination"). * Transportation Rates and Services: (F) Ratability of Shipments. Shipper agrees to cause all Coal transported pursuant to this price authority to be loaded in reasonably even monthly increments. Railroad does not guarantee the observance of scheduled dates and times for shipments. * Transportation Rates and Services: (G) Other Provisions. Unless otherwise specified, charges for interline shipments of Coal made pursuant to this Common Carrier Authority include line haul transportation charges of railroads connecting with BNSF on the route of movement from Origins to the Destinations identified herein. Unless otherwise specified, no transloading, terminaling, switching or other ancillary services provided by a connecting railroad, terminal railroad or transloading facility are included in the rates identified in the "Rates" table below; and payment for any such services provided by the connecting railroad, terminal railroad, or transloading facility shall be the responsibility of the Shipper. * Minimum Basis for Assessment of Freight Charges (A) Weights and Carloads. For shipments designated on a rate per ton basis, the minimum train weight for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual lading weight of all Coal in a train as determined by weighing pursuant to Tariff BNSF 6041; or (2) the Minimum Train Weight ("MTW"). The MTW and the corresponding transportation rate, if published, are specified in the "Rates" table below. For shipments designated on a rate per car load basis, the minimum basis for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual number of railcars in the train multiplied by the applicable rate; or (2) the minimum tender ("Minimum Tender") per train multiplied by the applicable rate. For car load rates, the Minimum Tender is specified (in lieu of the MTW) with the corresponding transportation rate in the "Rates" table below. * Loading, Unloading, Accessorial Services, and Weighing Provisions for the loading and unloading of Coal trains, loading and unloading free time, detention, actual and constructive placement, weighing and other accessorial services and related charges therefore are described in BNSF Tariff 6041-series or successors thereto, which shall apply to movements under this publication. Shipments originating under this pricing authority shall be subject to loading rules which may include a requirement that appropriate measures to be taken by the shipper's coal producer to prevent undue loss of coal or coal dust in transit. * Billing and Payment BNSF shall bill each trainload under the terms of the Uniform Straight Bill of Lading. All railcars in a train are to be billed on one (1) Bill of Lading with the correct Shipper's name, address and patron code. Freight charges will be billed pre-paid (that is, billed by BNSF) via mail, express service or electric means as soon as practical. Shipper shall pay BNSF within fifteen (15) calendar days of receipt of invoice by electronic means. Late payment and other credit terms shall be governed by BNSF Rules Tariff 6100-series. * Modification, Amendment and Cancellation BNSF reserves the right to modify the terms and conditions of this publication, or cancel this publication in its entirety, by subsequent publication upon not less than 20 days' notice.
- Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3384 (\$3.25 Strike Price) of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
1121 GROUP	1121	BITUMINOUS COAL



COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

CUSTOMER COPY

Exhibit 3
Page 3 of 6 **BNSF 60024**

SHIPMENT CONDITIONS

PSMT 135 CARS

Price applies if minimum tender per shipment is 135 cars per train.

EQUIPMENT

EQ-COAL GENERIC,
PR, ZR

Shipper owned/leased,
gons & hoppers

Price applies in shipper owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars). Mileage Allowance payments will not apply.

EQ-COAL GENERIC RR

RR Gons, Hoppers

Price applies in railroad owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars).

RATES

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	DATE	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	LAWRENCE, KS	1121 GROUP	BNSF Direct	PSMT 135 CARS	12/29/2022 - 12/31/2022	Shipper owned/leased, gons & hoppers	\$2169.48 PC

EFFECTIVE DATE 12/29/2022

EXPIRATION DATE 12/31/2023

Page 3 of 6

ISSUE DATE 12/29/2022

REVISION: 8

RATES

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	DATE	CI	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	LAWRENCE, KS	1121 GROUP	BNSF Direct	PSMT 135 CARS	01/01/2023 - 12/31/2023		RR Gons, Hoppers	\$2523.62 PC
POWDER RIVER (WY) - MINES +	LAWRENCE, KS	1121 GROUP	BNSF Direct	PSMT 135 CARS	01/18/2023 - 12/31/2023		Shipper owned/leased, gons & hoppers	\$2273.62 PC
POWDER RIVER (WY) - MINES +	LAWRENCE, KS	1121 GROUP	BNSF Direct	PSMT 135 CARS	01/01/2023 - 01/17/2023	A	Shipper owned/leased, gons & hoppers	\$2169.48 PC

UNIT OF MEASURE

PC Per Car

ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits

GEOGRAPHY

POWDER RIVER (WY) - MINES

BELLE AYR, WYOMING +

BUCKSKIN JCT, WYOMING +
CABALLO JCT, WYOMING
COAL CREEK JCT, WYOMING
CONVERSE JCT, WYOMING
CORDERO, WYOMING +
DRY FORK JCT, WYOMING
EAGLE BUTTE JCT, WYOMING
EAST GILLETTE JCT, WYOMING
NACCO JCT, WYOMING
NARM NORTH, WYOMING
RAWHIDE JCT, WYOMING +
ROJO JCT, WYOMING +
THUNDER JCT EAST, WYOMING
THUNDER JCT WEST, WYOMING
THUNDER JCT, WYOMING +

NOTES

Correction to effective dates of renewed rates.

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EVERGY IATAN (SADLER) TARIFF RATE**GENERAL RULES**

- Price authority is subject to change without notice.
- Price applies in U.S. Funds.
- Prices in this Single Page Price List do not alternate with other Single Page Price Lists.
- Transportation under this agreement is subject to BNSF Rules Book 6041-Series. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com. If Customer does not have access to the internet, Customer should contact Price Management at (817) 593-1134 and a copy of BNSF Rules Book 6041 will be mailed to Customer.
- Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3384 (\$3.25 Strike Price) of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.
- Rates in this price list take precedence in the following order: 1st - Point to Point, 2nd - Point to Group, Group to Point, or Group to Group, and 3rd - Mileage Scale.
- Switching charges at origin and destination will not be absorbed.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- For per car rates displayed in this Price Authority: For shipments moving on per car based rates in this Price Authority, BNSF will not be required to weigh shipments. Requests for weighing a car will be subject to the rules, regulations and charges found in BNSF Weighing Book BNSF-9300-Series. For weight based rates displayed in this Price Authority: For shipments moving on weight based rates in this Price Authority, shipper must have a Weight Agreement and will be responsible for supplying BNSF origin weights at the time of billing. If you are unsure if you have a Weight Agreement with BNSF, please contact auxpricing@bnsf.com. A weighing charge will apply whenever BNSF is requested to weigh a car. Except as otherwise provided herein, the rules, regulations and charges of BNSF Weighing Book, BNSF-9300 Series will apply, except item 500, paragraph C., 1, will not apply.
- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.

- * Shipments made under the provisions of this price authority are subject to the Uniform Freight Classification 6000-Series or its successor, BNSF 6100-Series, BNSF 6041-Series, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time-to-time. Copies of BNSF Rules Books may be obtained via the internet at: www.BNSF.com. If Shipper does not have access to the internet, Shipper should contact Price Management at (817) 593-1134 and copies of the BNSF Rules Books will be mailed to Shipper. * Transportation Rates and Services: (A) Rates. Shipper shall pay the Rates listed in the "Rates" table below in United States dollars per net ton (2000 pounds avoirdupois) or per rail car load for movement of Coal from Origins to Destinations as cited therein (said rate tables are password protected and only available to qualified Coal Shippers). The Rates per ton or per carload apply to single loaded trainloads; and no minimum annual volume is required for shipment using such rates. The Rates in this publication will remain fixed as published, but may be changed by BNSF effective on not less than 20 days' notice by subsequent publication. * Transportation Rates and Services: (B) Fuel Surcharge. In addition to the Transportation Rates, Coal shipments moving under this price authority shall be subject to the BNSF mileage-based fuel surcharge provisions of BNSF Rules Book 6100-Series, Item 3384, which applies a fuel surcharge based on a \$3.25 per gallon U.S. Average Price of Retail On-Highway Diesel Fuel (HDF) strike price. * Transportation Rates and Services: (C) BNSF Service. Service provided pursuant to this publication will be common carrier service for movement of trainloads of Coal as ordinarily and customarily provided by BNSF for such service, and as such, cycle times and schedules may vary from time to time. Shipper acknowledges that BNSF does not guarantee observance of scheduled dates and times that trains may arrive at Origin or Destination at any time, 365 days a year. In the event of a conflict between this publication and another BNSF publication, this publication shall apply. Service Limitation Notice: The provision of service and acceptance of any tenders for movement under this publication, including the supply of carrier equipment and/or the introduction of shipper train sets on BNSF for the movement of coal pursuant to this Common Carrier Price Authority shall, for the foreseeable future, be subject to BNSF's sole discretion. * Transportation Rates and Services: (D) Railcar Supply and Tender Requirements. Shipper provided railcars shall be open top bottom dump suitable for loading not more than 286,000 pounds per carload, not subject to any private car mileage allowance and furnished at no cost to BNSF. Claims for damage to or destruction of either shipper railcars or BNSF provided railcars shall be handled in accordance with the procedures set forth in the field manual and office manual of the Association of American Railroads Interchange Rules, as amended from time-to-time, provided, however, in no event shall BNSF be responsible for loss or damage to Shipper-supplied equipment, which loss or damage results from events of Force Majeure, improper loading or unloading, or inherent defects in design, materials, or workmanship of such equipment. * Transportation Rates and Services: (E) Annual Tonnage Nomination. Within five (5) business days of Shipper notifying Railroad that Shipper intends to ship tonnage under this price authority, and by each October 1 thereafter for which Shipper intends to continue shipping, Shipper shall provide to Railroad a written nomination for Shipper's Plant of the tonnage it intends to load or cause to be loaded during the next calendar year for transportation pursuant to this price authority by month, by Origin ("Annual Tonnage Nomination"). * Transportation Rates and Services: (F) Ratatability of Shipments. Shipper agrees to cause all Coal transported pursuant to this price authority to be loaded in reasonably even monthly increments. Railroad does not guarantee the observance of scheduled dates and times for shipments. * Transportation Rates and Services: (G) Other Provisions. Unless otherwise specified, charges for interline shipments of Coal made pursuant to this Common Carrier Authority include line haul transportation charges of railroads connecting with BNSF on the route of movement from Origins to the Destinations identified herein. Unless otherwise specified, no transloading, terminaling, switching or other ancillary services provided by a connecting railroad, terminal railroad or transloading facility are included in the rates identified in the "Rates" table below; and payment for any such services provided by the connecting railroad, terminal railroad, or transloading facility shall be the responsibility of the Shipper. * Minimum Basis for Assessment of Freight Charges (A) Weights and Carloads. For shipments designated on a rate per ton basis, the minimum train weight for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual lading weight of all Coal in a train as determined by weighing pursuant to Tariff BNSF 6041; or (2) the Minimum Train Weight ("MTW"). The MTW and the corresponding transportation rate, if published, are specified in the "Rates" table below. For shipments designated on a rate per car load basis, the minimum basis for the assessment of freight charges per trainload shall be THE GREATER OF (1) the actual number of railcars in the train multiplied by the applicable rate; or (2) the minimum tender ("Minimum Tender") per train multiplied by the applicable rate. For car load rates, the Minimum Tender is specified (in lieu of the MTW) with the corresponding transportation rate in the "Rates" table below. * Loading, Unloading, Accessorial Services, and Weighing Provisions for the loading and unloading of Coal trains, loading and unloading free time, detention, actual and constructive placement, weighing and other accessorial services and related charges therefore are described in BNSF Tariff 6041-series or successors thereto, which shall apply to movements under this publication. Shipments originating under this pricing authority shall be subject to loading rules which may include a requirement that appropriate measures to be taken by the shipper's coal producer to prevent undue loss of coal or coal dust in transit. * Billing and Payment BNSF shall bill each trainload under the terms of the Uniform Straight Bill of Lading. All railcars in a train are to be billed on one (1) Bill of Lading with the correct Shipper's name, address and patron code. Freight charges will be billed pre-paid (that is, billed by BNSF) via mail, express service or electric means as soon as practical. Shipper shall pay BNSF within fifteen (15) calendar days of receipt of invoice by electronic means. Late payment and other credit terms shall be governed by BNSF Rules Tariff 6100-series. * Modification, Amendment and Cancellation BNSF reserves the right to modify the terms and conditions of this publication, or cancel this publication in its entirety, by subsequent publication upon not less than 20 days' notice.
- Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
1121 GROUP	1121	BITUMINOUS COAL

COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST**CUSTOMER COPY****SHIPMENT CONDITIONS**

PSMT 135 CARS

Price applies if minimum tender per shipment is 135 cars per train.

EQUIPMENT

EQ-COAL GENERIC

Shipper owned/leased,
gondolas or hoppers

Price applies in shipper/railroad owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars). When private equipment is used zero mileage will apply.

COPY OF RATES

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	CI	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	SADLER, MO	1121 GROUP	BNSF Direct	PSMT 135 CARS	A	Shipper owned/leased, gondolas or hoppers	\$2,050 PC

UNIT OF MEASURE

PC Per Car

ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits

GEOGRAPHY

POWDER RIVER (WY) - MINES

BELLE AYR, WYOMING +

BUCKSKIN JCT, WYOMING +
CABALLO JCT, WYOMING
COAL CREEK JCT, WYOMING
CONVERSE JCT, WYOMING
CORDERO, WYOMING +
DRY FORK JCT, WYOMING
EAGLE BUTTE JCT, WYOMING
EAST GILLETTE JCT, WYOMING
NACCO JCT, WYOMING
NARM NORTH, WYOMING
RAWHIDE JCT, WYOMING +
ROJO JCT, WYOMING +
THUNDER JCT EAST, WYOMING
THUNDER JCT WEST, WYOMING
THUNDER JCT, WYOMING +

NOTES

New Public Rate for Evergy: WY PRB-to-Iatan (Sadler) MO

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EVERGY IATAN (SADLER) TARIFF RATE**GENERAL RULES**

- Price authority is subject to change without notice.
- Price applies in U.S. Funds.
- Prices in this Single Page Price List do not alternate with other Single Page Price Lists.
- Transportation under this agreement is subject to BNSF Rules Book 6041-Series. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com. If Customer does not have access to the internet, Customer should contact Price Management at (817) 593-1134 and a copy of BNSF Rules Book 6041 will be mailed to Customer.
- Price is subject to a Fuel Surcharge. A Mileage Based Fuel Surcharge will be applied to the rates or charges in this price authority for the shipment, as provided for in Item 3384 (\$3.25 Strike Price) of BNSF Rules Book 6100-Series. This amount will be added to the freight bill.
- Rates in this price list take precedence in the following order: 1st - Point to Point, 2nd - Point to Group, Group to Point, or Group to Group, and 3rd - Mileage Scale.
- Switching charges at origin and destination will not be absorbed.
- The Price document number, correct address and patron code must be shown on the bill of lading to insure accurate billing. Payments of freight charges on interline through rates within this price authority are as follows: Freight charges must be prepaid when BNSF is the originating carrier. Freight charges must be collect when BNSF is the terminating carrier.
- For per car rates displayed in this Price Authority: For shipments moving on per car based rates in this Price Authority, BNSF will not be required to weigh shipments. Requests for weighing a car will be subject to the rules, regulations and charges found in BNSF Weighing Book BNSF-9300-Series. For weight based rates displayed in this Price Authority: For shipments moving on weight based rates in this Price Authority, shipper must have a Weight Agreement and will be responsible for supplying BNSF origin weights at the time of billing. If you are unsure if you have a Weight Agreement with BNSF, please contact auxpricing@bnsf.com. A weighing charge will apply whenever BNSF is requested to weigh a car. Except as otherwise provided herein, the rules, regulations and charges of BNSF Weighing Book, BNSF-9300 Series will apply, except item 500, paragraph C., 1, will not apply.
- Freight charges must be prepaid when BNSF is the originating carrier or freight charges must be collect when BNSF is the terminating carrier.

- * Shipments made under the provisions of this price authority are subject to the Uniform Freight Classification 6000-Series or its successor, BNSF 6100-Series, BNSF 6041-Series, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time-to-time. Copies of BNSF Rules Books may be obtained via the internet at: www.BNSF.com. If Shipper does not have access to the internet, Shipper should contact Price Management at (817) 593-1134 and copies of the BNSF Rules Books will be mailed to Shipper. * Transportation Rates and Services: (A) Rates. Shipper shall pay the Rates listed in the "Rates" table below in United States dollars per net ton (2000 pounds avoirdupois) or per rail car load for movement of Coal from Origins to Destinations as cited therein (said rate tables are password protected and only available to qualified Coal Shippers). 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Unless otherwise specified, charges for interline shipments of Coal made pursuant to this Common Carrier Authority include line haul transportation charges of railroads connecting with BNSF on the route of movement from Origins to the Destinations identified herein. Unless otherwise specified, no transloading, terminaling, switching or other ancillary services provided by a connecting railroad, terminal railroad or transloading facility are included in the rates identified in the "Rates" table below; and payment for any such services provided by the connecting railroad, terminal railroad, or transloading facility shall be the responsibility of the Shipper. * Minimum Basis for Assessment of Freight Charges (A) Weights and Carloads. 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For car load rates, the Minimum Tender is specified (in lieu of the MTW) with the corresponding transportation rate in the "Rates" table below. * Loading, Unloading, Accessorial Services, and Weighing Provisions for the loading and unloading of Coal trains, loading and unloading free time, detention, actual and constructive placement, weighing and other accessorial services and related charges therefore are described in BNSF Tariff 6041-series or successors thereto, which shall apply to movements under this publication. Shipments originating under this pricing authority shall be subject to loading rules which may include a requirement that appropriate measures to be taken by the shipper's coal producer to prevent undue loss of coal or coal dust in transit. * Billing and Payment BNSF shall bill each trainload under the terms of the Uniform Straight Bill of Lading. All railcars in a train are to be billed on one (1) Bill of Lading with the correct Shipper's name, address and patron code. Freight charges will be billed pre-paid (that is, billed by BNSF) via mail, express service or electric means as soon as practical. Shipper shall pay BNSF within fifteen (15) calendar days of receipt of invoice by electronic means. Late payment and other credit terms shall be governed by BNSF Rules Tariff 6100-series. * Modification, Amendment and Cancellation BNSF reserves the right to modify the terms and conditions of this publication, or cancel this publication in its entirety, by subsequent publication upon not less than 20 days' notice.
- * Transportation under this agreement is subject to BNSF Rules Book 6100-Series in effect as of the date of shipment. A copy of this Rules Book may be obtained via the internet at: www.BNSF.com.

COMMODITY DEFINITIONS

CODE	STCC	DESCRIPTION
1121 GROUP	1121	BITUMINOUS COAL

SHIPMENT CONDITIONS

PSMT 135 CARS

Price applies if minimum tender per shipment is 135 cars per train.

EQUIPMENT

EQ-COAL GENERIC	Shipper owned/leased, gondolas or hoppers	Price applies in shipper/railroad owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars). When private equipment is used zero mileage will apply.
EQ-COAL GENERIC RR	RR Gons, Hoppers	Price applies in railroad owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars).
EQ-COAL GENERIC, PR, ZR	Shipper owned/leased, gons & hoppers	Price applies in shipper owned or leased equipment. Price applies in either Open/Covered Gondolas or Hoppers (including Gravity Flow, Rotary Rapid or Double Rotary cars). Mileage Allowance payments will not apply.

COPY OF RATES

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	DATE	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	SADLER, MO	1121 GROUP	BNSF Direct	PSMT 135 CARS	12/29/2022 - 12/31/2022	Shipper owned/leased, gondolas or hoppers	\$2137.16 PC



COAL BUSINESS UNIT
SINGLE PAGE PRICE LIST

CUSTOMER COPY

RATES

ORIGIN	DESTINATION	COMMODITY	ROUTE	SHIPMENT CONDITIONS	DATE	CI	EQUIPMENT	RATE
POWDER RIVER (WY) - MINES +	SADLER, MO	1121 GROUP	BNSF Direct	PSMT 135 CARS	01/01/2023 - 12/31/2023		RR Gons, Hoppers	\$2489.74 PC
POWDER RIVER (WY) - MINES +	SADLER, MO	1121 GROUP	BNSF Direct	PSMT 135 CARS	01/18/2023 - 12/31/2023		Shipper owned/leased, gons & hoppers	\$2239.74 PC
POWDER RIVER (WY) - MINES +	SADLER, MO	1121 GROUP	BNSF Direct	PSMT 135 CARS	01/01/2023 - 01/17/2023	A	Shipper owned/leased, gons & hoppers	\$2137.16 PC

UNIT OF MEASURE

PC Per Car

ROUTE

BNSF

CHANGE INDICATOR DESCRIPTIONS

A	Add
C	Change
D	Decrease
I	Increase
K	Cancel
M	Multiple
X	Expire

DEFINITIONS

CI	Change Indicator
MIN WGT	Minimum Weight
UOM	Unit of Measure
+	Switching Limits

GEOGRAPHY

POWDER RIVER (WY) - MINES

BELLE AYR, WYOMING +

BUCKSKIN JCT, WYOMING +
CABALLO JCT, WYOMING
COAL CREEK JCT, WYOMING
CONVERSE JCT, WYOMING
CORDERO, WYOMING +
DRY FORK JCT, WYOMING
EAGLE BUTTE JCT, WYOMING
EAST GILLETTE JCT, WYOMING
NACCO JCT, WYOMING
NARM NORTH, WYOMING
RAWHIDE JCT, WYOMING +
ROJO JCT, WYOMING +
THUNDER JCT EAST, WYOMING
THUNDER JCT WEST, WYOMING
THUNDER JCT, WYOMING +

NOTES

Correction to effective dates of renewed rates.

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