

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1 4th Revised Sheet No. R-1
Canceling **P.S.C. MO. No.** 1 3rd Revised Sheet No. R-1

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

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RULES AND REGULATIONS ELECTRIC

1. DEFINITIONS

- A. Bill means a written or electronically posted demand for payment for service and the taxes and franchise fees related to it.
- B. Billing period means a normal usage period of not less than twenty-six (26) or more than thirty-five (35) days for a monthly-billed customer except for initial, corrected, or final bills.
- C. Company means KCP&L Greater Missouri Operations Company.
- D. Commission means the Missouri Public Service Commission.
- E. Complaint means an informal or formal complaint under Commission Rule 4 CSR 240-2.070 and Section 6.08 of these Rules.
- F. Customer means any person applying for, receiving, using, or agreeing to take a class of electric service supplied by the Company under one rate schedule at a single point of delivery at and for use within the premises either (a) occupied by such persons, or (b) as may, with the consent of the Company, be designated in the service application or by other means acceptable to the Company. The Customer is a person or legal entity responsible for payment for service except one denoted as a guarantor.
- G. Cycle billing means a system that results in the rendition of bills to various customers on different days of a month.
- H. Delinquent charge means a charge remaining unpaid at least twenty-one (21) days from the rendition of the bill by Company.
- I. Delinquent date means the date stated on a bill, which shall be at least twenty-one (21) days from the rendition of the bill, after which Company may assess an approved late payment charge in accordance with Company's tariff on file with the Commission.
- J. Deposit means money paid in advance to Company for the purpose of securing payment of delinquent charges which might accrue to the customer who made the advance.
- K. Discontinuance of service or discontinuance means a cessation of service not requested by a customer.
- L. Due date means the date stated on a bill when the charge is considered due and payable.
- M. Estimated bill means a charge for utility service that is not based on an actual reading of the meter or other registering device by an authorized Company representative.
- N. Extension agreement means a verbal agreement between Company and the customer extending payment for fifteen (15) days or less.
- O. Guarantee means a written promise from a third party to assume liability up to a specified amount for delinquent charges that might accrue to a particular customer.

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KCP&L GREATER MISSOURI OPERATIONS COMPANY

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

1. DEFINITIONS (Continued)

- P. In dispute means any matter regarding a charge or service that is the subject of an unresolved inquiry.
- Q. Late payment charge means an assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- R. Premise means that separate walled portion of a single building undivided by any common area, or that separate portion of a single continuous tract of land (including all improvements thereon) undivided by any way used by the public, which portion is occupied by the Customer, or as may, with the consent of the Company, be designated in the service application or by other means acceptable to the Company. All common areas in any such building and on any such tract of land may be deemed by the Company to be occupied by the owner or lessee of such building or tract of land or his authorized agent, as another Customer. A "common area" shall include all halls, lobbies, passageways and other areas of a Building or a tract of land used or usable by persons other than the Customer
- S. Payment options means bills for electric service may be paid in cash, electronic funds transfer, or check. Additionally residential service customers may also pay by approved credit and debit card.
- T. Rendition of a bill means the mailing, electronic posting, or hand delivery of a bill by Company to a customer.
- U. Residential service or service means the provision of or use of a utility service for domestic purposes. Domestic purposes include the portion of electricity that is ultimately consumed at a single-family or individually metered multiple-family dwelling. Domestic purposes include the portion of electricity that is ultimately consumed at a single-family or individually metered multiple-family dwelling.
- V. Seasonally billed customer means a customer billed on a seasonal basis in accordance with Company's tariff on file with the Commission.
- W. Settlement agreement means an agreement between a customer and Company that resolves any matter in dispute between the parties or provides for the payment of undisputed charges over a period longer than the customer's normal billing period.
- X. Tariff means a schedule of rates, services and rules approved by the Commission.
- Y. Termination of service or termination means a cessation of service requested by a customer.

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RULES AND REGULATIONS ELECTRIC

1. DEFINITIONS (Continued)

- Z. Unauthorized Use is to use or receive the direct benefit of all, or a portion of, the utility service with knowledge of, or reason to believe that diversion, tampering or other unauthorized connection existed at the time of the use, or that the use or receipt was fraudulent and/or without the authorization or consent of the utility. Includes but is not limited to: (a) tampering with or reconnection of service wires and/or electric meters to obtain metered use of electricity, (b) the unmetered use of electricity resulting from unauthorized connections, alterations or modifications to service wires and or electric meters, (c) placing conductive material in the meter socket to allow unmetered electricity to flow from the line-side to load-side of the service, (d) installing an unauthorized electric meter in place of the meter assigned to the account, (e) inverting or repositioning the meter to alter registration, (f) disrupting the magnetic field or wireless communication of the meter causing altered registration, (g) damaging or altering the electric meter to stop registration, (h) using electric service without compensation to the utility.

- AA. Utility means an electric corporation as those terms are defined in Section 386.020, RSMo.

- AB. Utility charges mean the rates for utility service and other charges authorized by the Commission as an integral part of utility service.

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RULES AND REGULATIONS ELECTRIC

2. SERVICE AGREEMENTS

2.01 Applications for Service

- A. Before Company begins rendering any electric service, the person(s), firm, or corporation shall supply the information necessary to complete Company's Standard Application for Service. A separate application shall be made for each customer for each class of service at each metering point, and at each separate location. Areas separated by public streets or alleys shall be considered separate locations. In cases where the installation of new facilities is required before service can be rendered, Company reserves the right to require such customer to execute a special contract consistent with these Rules prior to commencing service. In cases where there may be a succession of service to specific premises which prior to such succession had been covered by a contract requiring the payment of special minimums, or other payments in addition to the charges provided by regular rate tariffs, Company reserves the right to require such successor to execute a contract providing for the same special payments as was provided in the previous contract covering service to such premises. In any case where service is rendered under Company's nonresidential rate tariffs, the customer shall be required to execute an Electric Service Contract prior to receiving service when such contract is requested by Company.
- B. Company shall not be required to commence supplying electric service to a customer, or if commenced, Company may discontinue such service, if at the time of application such customer or any member of his/her household (either having received substantial benefit and use of the previous electric service) is indebted to Company for the same class of electric service previously supplied at such premises or any other jointly occupied premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made. Connection of service prior to receiving any deposit that may be required under Section 2.04 of these Rules shall not invalidate Section 2.04.
- C. All applications for Large Power Service will contain complete information regarding the magnitude of the customer's load, the length of time such load will be operated each day, and the approximate life of the installation for which the customer intends to use the service. Such information will be used by Company to compute the revenue to be received from such customer. Company will then estimate the costs required to provide the facilities necessary to render such service to such customer. After considering the revenue and investment required, Company reserves the right to require the customer to execute a special contract for service prior to commencing the construction of any necessary facilities.

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**RULES AND REGULATIONS
ELECTRIC**

2.02 Term of Agreement

- A. Commencement of service by Company in conformance with the request of the customer and acceptance of service by the customer shall be considered as an agreement on the part of the customer to receive service under these Rules. In absence of a contract for service, the obligations of both parties shall continue on a month-to-month basis until terminated by mutual consent of Company and the customer.
- B. A reasonable time for cessation of service shall prevail when service is terminated.

2.03 Agreements Not Transferable

Electric service supplied under an agreement is for the customer's use within or upon the premises served and for the purpose designated in the agreement, and such agreement is not transferable without consent of Company.

2.04 Deposits and Guarantees of Payment

- A. Prompt connection of service in advance of collection of a deposit from the customer shall not affect the requirement for such deposit by the customer where a deposit is required.
- B. Company may require a security deposit or other guarantee from new residential customers as a condition of service due to any of the following:
 - (1) The customer has outstanding with a utility providing the same type of service an unpaid bill that accrued within the last five (5) years and at the time of the request for service remains unpaid and not in dispute.
 - (2) The customer has in an unauthorized manner interfered with or diverted the service of a utility providing the same service situated on or about or delivered to the customer's premises within the last five (5) years.
 - (3) The customer is unable to establish an acceptable credit rating. The customer shall be deemed to have established an acceptable credit rating if the customer meets any of the following criteria:
 - (a) Owns or is purchasing a home.
 - (b) Is and has been regularly employed on a full-time basis for at least one (1) year.
 - (c) Has an adequate regular source of income.
 - (d) Can provide adequate credit references from a commercial credit source with a minimum history of one (1) year.

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RULES AND REGULATIONS
ELECTRIC

2.04 Deposits and Guarantees of Payment (Continued)

- C. Company may require a security deposit or other guarantee as a condition of continued service to any residential customer at a new or old location due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute;
 - (2) In an unauthorized manner, the customer interfered with or diverted the service of Company situated on or about or delivered to the customer's premises;
 - (3) The customer has failed to pay an undisputed bill on or before the delinquent date for five (5) billing periods out of twelve (12) consecutive billing periods. Prior to requiring a customer to post a deposit under this Section, Company shall send the customer a written notice explaining Company's right to require a deposit or include such explanation with each written discontinuance notice.
- D. Deposits for electric service assessed to residential customers under the provisions of Sections (C)(1) or (C)(3) of this Rule during the months of November, December, and January may, if the customer is unable to pay the entire deposit, be paid by installments over a six (6) month period.
- E. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required on all new nonresidential customers. A new nonresidential customer is a customer that is not currently receiving nonresidential service from Company at another location.
- F. A cash security deposit, surety bond, irrevocable letter of credit, expedited billing agreement, or other guarantees acceptable to Company may be required as a condition of continued service to any existing nonresidential customer due to any of the following:
- (1) The service of the customer has been discontinued by Company for nonpayment of a delinquent account not in dispute.
 - (2) The customer has failed to pay an undisputed bill before the delinquency date for two (2) billing periods out of twelve (12) consecutive billing periods or has had any check, draft, or payment order returned for any reason other than bank error.
 - (3) The customer has in an unauthorized manner interfered with or diverted the service.
 - (4) The customer has an unsatisfactory credit rating from a financial institution or credit rating agency commonly recognized in the financial community.
 - (5) Misrepresentation of identity for the purpose of obtaining utility service.
 - (6) It has been indicated in a public medium that the customer is experiencing financial difficulties

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KANSAS CITY, MO 64138**RULES AND REGULATIONS
ELECTRIC**

2.04 Deposits and Guarantees of Payment (Continued)

- G. A security deposit required pursuant to these Rules is subject to the following terms and conditions:
- (1) A deposit shall not exceed two (2) times the highest bill for utility charges actually incurred or estimated to be incurred by the customer during the most proximate twelve (12) month period at the service location or, in the case of a new customer, who is assessed a deposit under Section 2.04 (B) (3) of this Rule, one-sixth (1/6) of the estimated annual bill for utility charges at the requested service location.
 - (2) The customer deposit interest during the calendar year will be simple interest of one percentage point (1.0%) above the prime rate published in the *Wall Street Journal* on the first business day in December of the prior year. Interest shall be either credited to the service account of the customer on an annual basis or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date Company has made a reasonable effort to return such deposit to the customer. This Rule shall not preclude Company from crediting interest upon each service account during one (1) billing cycle annually.
 - (3) Upon discontinuance or termination of service other than for a change of service address, the deposit shall be credited, with accrued interest, to the utility charges on the final bill. The balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of the final bill.
 - (4) Upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months, it shall be promptly refunded or credited, with accrued interest, against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit. Company may refund security deposits from nonresidential customers after the customer has established satisfactory credit for a minimum period of thirty-six (36) months.
 - (5) Company shall maintain records that show the name of each customer who has posted a deposit, the current address of the customer, the date and amount of deposit, the date and amount of interest paid, and information to determine the earliest possible refund date.

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2.04 Deposits and Guarantees of Payment (Continued)

- (6) Each customer posting a security deposit shall receive in writing at the time of tender of deposit or with the first bill a receipt as evidence of deposit, unless Company shows the existence or nonexistence of a deposit on the customer's bill, in which event the receipt shall not be required unless requested by the customer. The receipt shall contain the following minimum information: name of customer; date of payment; amount of payment; identifiable name, signature, and title of Company employee receiving payment; statement of the terms and conditions governing the payment, retention, and return of deposits.
- (7) Company shall provide means where a person entitled to a return of a deposit is not deprived of the deposit refund even though s/he may be unable to produce the original receipt for the deposit; provided s/he can produce adequate identification to ensure that s/he is the customer entitled to refund of the deposit.
- (8) No deposit or guarantee or additional deposit or guarantee shall be required by Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence.
- (9) In the event a residential customer applying for service is unable to make the full amount of a required deposit at one time, s/he may be permitted to make such deposit in up to four (4) consecutive monthly installments, unless Company can show a likelihood that the customer does not intend to pay the full amount of the deposit and his/her bills for electric service.
- H. In lieu of a deposit, Company may accept a written guarantee. The limit of the guarantee shall not exceed the amount of a cash deposit.
- I. A guarantor shall be released upon satisfactory payment of all undisputed electric charges during the last twelve (12) billing months. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. Payment of a disputed bill shall be satisfactory if made within ten (10) days of resolution or withdrawal of the dispute. Company may withhold the release of the guarantor pending the payment of all undisputed charges or the resolution of a matter in dispute or unauthorized interference by the customer.
- J. Company may apply all deposits subject to refund against existing undisputed utility charges provided the amount of the refund is identified and disclosed on the bill. Deposits otherwise subject to refund may be withheld pending the outcome of any dispute.

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Aquila, Inc., dba

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KANSAS CITY, MO 64138

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2.05 Discontinuance of Service

- A. Company may discontinue service to a residential customer for one (1) or more of the following reasons:
- (1) Nonpayment of an undisputed delinquent charge.
 - (2) Failure to post a required security deposit or guarantee.
 - (3) Unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises.
 - (4) Failure to comply with the terms and conditions of a settlement agreement.
 - (5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purposes of inspection, meter reading, maintenance, or replacement. If Company has a reasonable belief that health or safety is at risk, notice at the time inspection is attempted is reasonable.
 - (6) Misrepresentation of identity for the purpose of obtaining utility service.
 - (7) Violation of any other Rules of Company approved by the Commission that adversely affects the safety of the customer or other persons, or the integrity of Company's delivery system.
 - (8) As provided by state or federal law.

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2.05 Discontinuance of Service (Continued)

B. None of the following shall constitute sufficient cause for Company to discontinue service:

- (1) The failure of a customer to pay for merchandise, appliances, or services not subject to Commission jurisdiction as an integral part of the utility service provided by Company.
- (2) The failure of the customer to pay for service received at a separate metering point, residence, or location. In the event of discontinuance or termination of service at a separate residential metering point, residence, or location, in accordance with these Rules, Company may transfer and bill any unpaid balance to any other residential service account of the customer, and may discontinue service after twenty-one (21) days after rendition of the combined bill, for nonpayment, in accordance with this Rule.
- (3) The failure of the customer to pay for a different class of service received at the same or different location. The placing of more than one (1) meter at the same location for the purpose of billing the usage of specific devices under optional rate tariffs or provisions is not considered as a different class of service for the purpose of this Rule.
- (4) The failure to pay the bill of another customer, unless the customer whose service is sought to be discontinued:
 - (a) Received substantial benefit and use of the service, or
 - (b) Served as a guarantor for an account where service was discontinued or terminated, and the account has an unpaid delinquent charge.
- (5) The failure of a previous owner or occupant of the premises to pay an unpaid or delinquent bill except where the previous occupant remains an occupant or user.
- (6) The failure to pay a bill correcting a previous under billing, whenever the customer claims an inability to pay the corrected amount, unless Company has offered the customer a payment arrangement equal to the period of under billing.

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2.05 Discontinuance of Service (Continued)

- C. Subject to the requirements of these Rules, Company may discontinue service to a residential customer between the hours of 8:00 a.m. and 4:00 p.m. on the date specified on the notice of discontinuance or within thirty (30) calendar days after that. Service shall not be discontinued on a day when Company personnel are not available to reconnect the customer's service, or on a day immediately preceding such a day. After the thirty (30) calendar day effective period of the notice, all notice procedures required by this Rule shall again be followed before Company may discontinue service.
- D. The notice of discontinuance shall contain the following information:
 - (1) The name and address of the customer and the address, if different, where service is rendered.
 - (2) A statement of the reason for the proposed discontinuance of service and the cost for reconnection.
 - (3) The date on or after which service will be discontinued unless appropriate action is taken.
 - (4) How a customer may avoid the discontinuance.
 - (5) The possibility of a settlement agreement if the claim is for a charge not in dispute and the customer is unable to pay the charge in full at one (1) time.
 - (6) A telephone number the customer may call from the service location without incurring toll charges and the address of Company prominently displayed where the customer may make an inquiry. Charges for measured local service are not toll charges for purposes of this Rule.
- E. Company shall not discontinue residential service pursuant to Section (A) unless written notice by first class mail is sent to the customer at least ten (10) days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing. As an alternative, Company may deliver a written notice in hand to the customer at least ninety-six (96) hours prior to discontinuance. Company shall maintain an accurate record of the date of mailing or delivery. A notice of discontinuance of service shall not be issued as to that portion of a bill which is determined to be an amount in dispute pursuant to Sections 4 CSR 240-13.045 (5) and (6) of Commission Rules and Section 6.06 (E) and (F) of these Rules that is currently the subject of a dispute pending with Company or complaint before the Commission, nor shall such a notice be issued as to any bill or portion of a bill which is the subject of a settlement agreement except after breach of a settlement agreement. If Company inadvertently issues the notice, Company shall take necessary steps to withdraw or cancel the notice.

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2.05 Discontinuance of Service (Continued)

- F. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building at which usage is measured by single meter, notices of Company's intent to discontinue shall be conspicuously posted in public areas of the building provided, however, that these notices shall not be required if Company is not aware that said structure is a single metered, multi-dwelling unit residential building. These notices shall include the date on or after which discontinuance may occur, and advise of tenant rights pursuant to Section 441.650, RSMo. Company shall not be required to provide notice in individual situations where safety of employees is a consideration.
- G. At least ten (10) days prior to discontinuance of service for nonpayment of a bill or deposit at a multi-dwelling unit residential building where each unit is individually metered at which a single customer is responsible for payment for service in all units in the building, or at a residence in which the occupant using electric service is not Company's electric customer, Company shall give the occupant(s) a written notice of its intent to discontinue service provided, however, that this notice shall not be required unless one (1) occupant has advised Company, or Company is otherwise aware that s/he is not the customer.
- H. In the case of a multi-dwelling unit residential building where each unit is individually metered, or in the case of a single family residence, the notice provided to the occupant of the unit about to be discontinued shall outline the procedure by which the occupant may apply in his/her name for service of the same character presently received through that meter.
- I. At least twenty-four (24) hours preceding discontinuance of service, Company shall make reasonable efforts to contact the customer to advise him/her of the proposed discontinuance and what steps must be taken to avoid it. Reasonable efforts shall include either a written notice following the notice pursuant to Section (D), a door hanger, or at least two (2) telephone call attempts reasonably calculated to reach the customer.
- J. Immediately preceding the discontinuance of service, the employee of Company designated to perform this function, except where the safety of the employee is endangered, shall make a reasonable effort to contact and identify him/herself to the customer or responsible person then upon the premises and shall announce the purpose of his/her presence. When service is discontinued, the employee shall leave a notice upon the premises in a manner conspicuous to the customer that service has been discontinued, and the address and telephone number of Company where the customer may arrange to have service restored.

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2.05 Discontinuance of Service (Continued)

- K. Notwithstanding any other provision of these Rules, Company shall postpone the discontinuance of electric service to a residential customer for a time not in excess of twenty-one (21) days if Company is advised the discontinuance will aggravate an existing medical emergency of the customer, a member of his/her family, or other permanent resident of the premises where service is rendered. Company may require a customer to provide satisfactory evidence that a medical emergency exists.
- L. Notwithstanding any other provision of these Rules, Company may discontinue service temporarily for reasons of maintenance, health, safety, or a state of emergency.
- M. Upon the customer's request, Company shall restore service consistent with all other provisions of these Rules when the cause for discontinuance has been eliminated, applicable restoration charges have been paid, and, if required, satisfactory credit arrangements have been made. At all times a reasonable effort shall be made to restore service upon the day restoration is requested, and in any event, restoration shall be made no later than the next business day following the day requested by the customer. Company may charge the customer a reasonable fee for restoration of service, as provided in Company approved tariffs.

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RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule

A. The following definitions shall apply in this Rule:

- (1) Energy Crisis Intervention Program (ECIP) means the federal ECIP administered by the Missouri Division of Family Services under Section 660.100, RSMo;
- (2) Heat-related utility service means any electric service that is necessary to the proper function and operation of a customer's heating equipment;
- (3) Low Income Home Energy Assistance Program (LIHEAP) means the federal LIHEAP administered by the Missouri Family Support Division under Section 660.110, RSMo;
- (4) Registered elderly or disabled customer means a customer's household where at least one (1) member of the household has filed with the Company a form approved by the Company attesting to the fact that s/he:
 - (a) Is sixty-five (65) years old or older;
 - (b) Is disabled to the extent that s/he has filed with the Company a medical form submitted by a medical physician attesting that such customer's household must have electric service provided in the home to maintain life or health; or
 - (c) Has a formal award letter issued from the federal government of disability benefits. In order to retain his/her status as a registered elderly or disabled customer, each such customer must renew his/her registration with the Company annually. Such registration should take place by October 1 of each year following his/her initial registration; and
- (5) Low income registered elderly or disabled customer means a customer registered under the provisions of subsection A (3) of this Rule whose household income is less than one hundred fifty percent (150%) of the federal poverty guidelines, and who has a signed affidavit attesting to that fact on file with the Company. The Company may periodically audit the incomes of low income registered elderly or disabled customers. If, as a result of an audit, a registered low income elderly or disabled customer is found to have materially misrepresented his/his income at the time the affidavit was signed, that customer's service may be discontinued per the provisions of this Rule that apply to customers who are not registered low income elderly or disabled customers and payment of all amounts due, as well as, a deposit may be required before service is reconnected.

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2.06 Cold Weather Rule (Continued)

- B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.
- C. Notice Requirements. From November 1 through March 31, prior to discontinuance of service due to nonpayment, Company shall:
- (1) Notify the customer, at least ten (10) days prior to the date of the proposed discontinuance, by first class mail, and in the case of a registered elderly or disabled customer the additional party listed on the customer's registration form of Company's intent to discontinue service. The contact with the registered individual shall include initially two (2) or more telephone call attempts with the mailing of the notice;
 - (2) Make further attempts to contact the customer within ninety-six (96) hours preceding discontinuance of service either by a second written notice as in Section C (1), sent by first class mail; or a door hanger; or at least two (2) telephone call attempts to the customer;
 - (3) Attempt to contact the customer at the time of the discontinuance of service in the manner specified by Section 2.05 J;
 - (4) Make a personal contact on the premises with a registered elderly or disabled customer or some member of the family above the age of fifteen (15) years, at the time of the discontinuance of service; and
 - (5) Ensure that all of the notices and contacts required in this Section shall describe the terms for provisions of service under this Rule, including the method of calculating the required payments, the availability of financial assistance from the Division of Family Services, and social service or charitable organizations that have notified Company that they provide assistance and the identity of those organizations.
- D. The Company will not make oral representations of service termination for nonpayment when termination would occur on a known "no-cut" day as governed by the temperature moratorium.

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1 2nd Revised Sheet No. R-18
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. R-18

For Missouri Retail Service Area

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2.06 Cold Weather Rule (Continued)

E. Weather Provisions. Discontinuance of electric service to all residential users, including all residential tenants of apartment buildings, for nonpayment of bills where electricity is used as the source of space heating or to control or operate the only space heating equipment at the residence is prohibited as follows:

- (1) On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 a.m., for the following twenty-four (24) hours predicts that the temperature will drop below thirty-two degrees Fahrenheit (32°F); or
- (2) On any day when Company personnel will not be available to reconnect electric service during the immediately succeeding day(s) (Period of Unavailability) and the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m. predicts that the temperature during the Period of Unavailability will drop below thirty-two degrees Fahrenheit (32°F); or
- (3) From November 1 through March 31, for any registered low income elderly or low income disabled customer (as defined in this Rule), provided that such customer has entered into a Cold Weather Rule payment plan, made the initial payment required by Section J of this Rule and has made and continues to make payments during the effective period of this Rule that are at a minimum the lesser of fifty percent (50%) of:
 - (a) The actual bill for usage in that billing period; or
 - (b) The average payment amount agreed to in the Cold Weather Rule payment plan. Such reductions in payment amounts may be recovered by adjusting the customer's subsequent average payment amounts for the months following March 31.
- (4) Nothing in this Section shall prohibit Company from establishing a higher temperature threshold below which it will not discontinue electric service.

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2.06 Cold Weather Rule (Continued)

- F. Discontinuance of Service. From November 1 through March 31, Company may not discontinue heat-related residential utility service due to nonpayment of a delinquent bill or account provided:
- (1) The customer contacts Company and states his/her inability to pay in full;
 - (2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;
 - (3) The customer complies with Company's requests for information regarding the customer's monthly or annual income; and
 - (4) There is no other lawful reason for discontinuance of electric service.
- G. Whenever a customer, with a Cold Weather Rule payment agreement, moves to another residence within the Company's service area, the Company shall permit the customer to receive service if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due. No other change to the terms of service to the customer by virtue of the change in the customer's residence with the exception of an upward or downward adjustment to payments necessary to reflect any changes in expected usage between the old and new residence shall be made.
- H. Deposit Provisions. Company shall not assess a new deposit or bill deposits that were previously assessed during or after the period of this Rule to those customers who enter into a payment agreement and make timely payments in accordance with this Rule.
- I. Reconnection Provisions. If Company has discontinued heat-related utility service to a residential customer due to nonpayment of a delinquent account, Company, from November 1 through March 31, shall reconnect service to that customer without requiring a deposit; provided:
- (1) The customer contacts Company, requests Company to reconnect service, and states an inability to pay in full;
 - (2) Company receives an initial payment and the customer enters into a payment agreement both of which are in compliance with Section J of this Rule;
 - (3) The customer complies with the request of Company for information regarding the customer's monthly or annual income;
 - (4) None of the amount owed is an amount due as a result of unauthorized interference, diversion, or use of Company's service, and the customer has not engaged in such activity since last receiving service; and

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.06 Cold Weather Rule (Continued)

- (5) There is no other lawful reason for continued refusal to provide utility service.

- J. Payment Agreements. The payment agreement for service under this Rule shall comply with the following:
 - (1) A pledge of an amount equal to any payment required by this Section by the agency which administers LIHEAP shall be deemed to be the payment required. Company shall confirm in writing the terms of any payment agreement under this Rule, unless the extension granted the customer does not exceed two (2) weeks.

 - (2) Payment Calculations.
 - (a) Company shall first offer a twelve (12) month Average Payment Plan that is designed to cover the total of all preexisting arrears, current bills, and Company's estimate of the ensuing bills.

 - (b) If the customer states an inability to pay the Average Payment Plan amount, Company and the customer may upon mutual agreement enter into a payment agreement which allows payment of preexisting arrears over a reasonable period in excess of twelve (12) months. In determining a reasonable period of time, Company and the customer shall consider the amount of the arrears, the time over which it developed, the reasons why it developed, the customer's payment history, and the customer's ability to pay.

 - (c) Company shall permit a customer to enter into a payment agreement to cover the current bill plus arrearages in fewer than twelve (12) months if requested by the customer.

 - (d) Company may revise the required payment in accordance with its Average Payment Plan.

 - (e) If a customer defaults on a Cold Weather Rule payment agreement but has not yet had service discontinued by the Company, the Company shall permit such customer to be reinstated on the payment agreement if the customer pays in full the amounts that should have been paid pursuant to the agreement up to the date service is requested, as well as, amounts not included in a payment agreement that have become past due.

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For Missouri Retail Service Area

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2.06 Cold Weather Rule (Continued)

- (3) Initial Payments.
 - (a) For a customer who has not defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be no more than twelve percent (12%) of the twelve (12) month average payment amount calculated in Section J (2) of this Rule unless the Company and the customer agree to a different amount.
 - (b) For a customer who has defaulted on a payment plan under the Cold Weather Rule, the initial payment shall be an amount equal to eighty percent (80%) of the customers balance, unless Company and the customer agree to a different amount.
- K. If Company refuses to provide service pursuant to this Rule and the reason for refusal of service involves unauthorized interference, diversion, or use of Company's service situated or delivered on or about the customer's premises, Company shall maintain records concerning the refusal of service which, at a minimum, shall include: the name and address of the person denied reconnection, the names of all Company personnel involved in any part of the determination that refusal of service was appropriate, the facts surrounding the reason for the refusal, and any other relevant information.
- L. The Commission shall recognize and permit recovery of reasonable operating expenses incurred by Company because of this Rule.
- M. Company may apply for a variance from this Rule by filing an application for variance with the Commission pursuant to the Commission's Rules of procedure. The Company may also file for Commission approval of a tariff or tariffs establishing procedures for limiting the availability of the payment agreements under Section J of this Rule to customers residing in households with income levels below one hundred fifty percent (150%) of the federal poverty level, and for determining whether, and under what circumstances, customers who have subsequently defaulted on a new payment plan calculated under Section J (3) (b) should be required to pay higher amounts toward delinquent installments owed under that payment plan.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. R-20
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For Missouri Retail Service Area

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2.07 Charge for Reconnection or Collection

- A. If electric service is discontinued for violation of any of the terms or conditions of any service agreement or on account of a delinquent service bill, a charge shall be made to the customer whose service was discontinued to cover the cost of reconnecting service before electric service will be resumed. This Reconnection Charge shall be assessed to the customer per Section 12 of these Rules.
- B. When it is necessary for a representative of Company to visit the service address for the purpose of disconnecting electric service and the representative collects the delinquent payment amount a Collection Charge shall be assessed to the customer per Section 12 of these Rules.
- C. Charges in this Section do not cover any extension that may be necessary to provide customer service. Charges for and conditions of extending electric service are included in Section 12 of these Rules.

2.08 Temporary Service

- A. Applications for temporary service will be reviewed by Company, as received, and considered as a special contract subject to the applicable rates, rules, regulations, terms, conditions, and orders of all governmental authorities having jurisdiction. Such temporary service shall also be subject to the Rules of Company on file with the Commission.
- B. The customer shall assume the liability of Company's estimated up-and-down cost of extending temporary overhead or underground service. Company's up-and-down cost referred to is Company's estimated total cost of extending and removing facilities installed for the sole benefit of the customer, less estimated salvage value of any material removed. Company shall furnish the customer with information that sets forth the estimated up-and-down costs, less salvage value of certain facilities included in such up-and-down cost estimates. Prior to starting construction of temporary facilities, the customer shall pay Company an amount equal to the estimated up-and-down costs of the facilities, less the estimated salvage value of the material taken down

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.09 Returned Payment

If a customer tenders to Company a check, draft, or a payment order in payment for service billed which is ultimately dishonored for reasons other than bank error, the customer shall be assessed a Returned Payment Charge per Section 12 of these Rules.

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For Missouri Retail Service Area

**RULES AND REGULATIONS
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3. SUPPLYING AND TAKING OF SERVICE

3.01 Interruptions to Electric Service

A. Company does not guarantee but will endeavor to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits. Company shall not be liable for damage or losses which the consumer may sustain due to interruptions in service, variations in the service characteristics, high or low voltage, the single phasing of three phase service, phase reversals, the use of electrical appliances, or the presence of Company's property on the consumer's premises whether such damages are caused by or involve any fault, failure, or negligence of Company or otherwise except such damages which are caused by or due to the willful and wanton misconduct of Company. Attachments, devices, mechanisms, or regulators designed to prevent appliances, motors, generators, and other equipment receiving electric current from incurring damage caused by interruptions in service, variations in service characteristics, high or low voltage, the single phasing of three phase service, and phase reversals are available and customers may obtain from Company information as to the manufacturers of such attachments, devices, mechanisms, and regulators. The responsibility for the selection and installation of such attachments, devices, mechanisms, and regulators rests solely with the customer.

B. The Company shall have the right to curtail (including voltage reduction), interrupt or suspend electric service to the Customer for temporary periods as may be necessary for the inspection, maintenance, alteration, change, replacement or repair of electric facilities, or for the preservation or restoration of its system operations or of operations on the interconnected electric systems of which the Company's system is a part.

During any period of emergency conditions on the Company's system or on the interconnected electric systems of which the Company's system is a part, the Company will execute the Emergency Energy Conservation Plan identified in Section 8.

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EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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For Missouri Retail Service Area

**RULES AND REGULATIONS
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3.01 Interruptions to Electric Service (Continued)

- C. In case the customer's premises are rendered unfit for occupancy, either from damage or total destruction by fire, windstorm, other casualty, or act of God, then Company may, at its sole option, suspend the service contract with the customer during the time necessary to restore such premises and render the same fit for occupancy. Any such suspension shall be duly authorized in a letter written by Company to the customer. Such letter shall state the length of time the contract is to be suspended. In the event that Company suspends the contract, the customer shall not be compelled to pay during the period of such suspension the minimum monthly bills as provided in the contract, nor shall such suspended time be computed as any portion of the term of the contract. As soon as said suspension period expires, the contract shall then again become immediately operative. The time during which the contract may have been suspended shall be added to and become an extended period of the contract beyond the term specified in such contract. In the event that the work necessary to restore the premises and render the same fit for occupancy is not commenced and carried to completion within the time specified in the aforementioned letter of suspension, then the customer shall be billed the minimum charges as set out in said contract beginning at the expiration of the suspension period. Nothing in this Section shall be construed as permitting the customer to refuse to receive service or Company to refuse to deliver service after the cause of interruption or delay is removed.

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Issued by: Darrin R. Ives, Vice President

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Aquila, Inc., dba**AQUILA NETWORKS** For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS**KANSAS CITY, MO 64138**

RULES AND REGULATIONS ELECTRIC

3.02 Use of Electrical Energy

- A. Except in cases where the customer has a contract with Company for interchange of electrical energy or for reserve auxiliary service, no other electric light or power service shall be used by the customer on the same installation in conjunction with Company's service either by means of a throw-over switch or any other connections. Any violation of this Rule by the customer shall authorize Company to discontinue its service entirely and remove the service connections.
- B. Except as provided for in Section 3.02 (A) of this Rule, the customer shall not sell the electricity purchased from Company to any other customer, company, or person. Electricity supplied is for the personal use of the customer. The customer shall not deliver the electricity purchased from Company to any connection wherein such electricity is to be used off of customer's premises or used by persons over whom customer has no control. For violation of this Rule, Company may remove its meter(s) and discontinue service. Customers receiving electricity on retail rate tariffs shall not be permitted to submeter and resell electricity.

3.03 Indemnity to Company

The customer shall indemnify, save harmless, and defend Company against all claims, damages, costs, or expenses for loss, damage, or injury to persons or property in any manner directly or indirectly connected with or growing out of the distribution and use of electricity by the customer at or on the customer's side of the point of delivery.

3.04 Access to Customer's Premises

Access shall be given Company's duly authorized employees or agents to the customer's premises at all reasonable times for the purpose of inspecting, reading, repairing, installing, adjusting, caring for, or removing all of its apparatus used in connection with supplying electric service. Company will restore the surface following any necessary excavations in executing its obligations to provide service, but is not responsible for the replacement of trees, shrubs, fences, etc. At the termination of any service agreement, Company shall be permitted access to remove all its properties from the customer's premises. Company shall have the right to enter upon the customer's premises to discontinue, cut off, and remove its electric service as soon as, and as often as, default shall be made by the customer which results in the termination of the Service Agreement. The customer shall be subject to and conform to such reasonable rules as Company may establish to govern the general use of the electricity it supplies.

3.05 Tapping of Company's Lines

No person other than a duly authorized representative of Company shall be authorized to tap or connect a service line to Company's electric supply lines.

**RULES AND REGULATIONS
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3.06 Location and Route of Company's Facilities

When extending electric service to customers, the route and location of Company facilities, including lines and services, shall be determined by Company pursuant to the extension policy contained in these tariff sheets. The location and route of facilities installed shall be in conformance with good practice for the overall electric distribution system taking all factors into consideration including safety, present and estimated future capacity requirements, and overall installation costs.

3.07 Other Terms and Conditions

1. Interconnection engineering study or studies are required and shall be conducted by Company for all distributed generation interconnections greater than 500kW. In certain instances, studies may be required for distributed generation interconnections less than 500kW. All study fees are non-refundable, whether or not the customer decides to pursue the project. Study fees will not be charged for customer-generators under net-metering that have a system capacity of no more than 100 kW DC. An interconnection application will not be deemed complete until the Interconnection engineering study fee, if applicable, is received by the Company.

2. Interconnection Engineering Study Fees

Program	Less than 500kW	500kW-1MW	1MW-5MW	5MW-10MW	Greater than 10MW
Parallel Generation	No charge	\$1,500	\$2,000	\$2,500 + \$1/kW	\$3,000 + \$1/kW

For the engineering study fee above, the size (kW DC) of the generation is the total nameplate capacity of the generation system.

The Company shall make reasonable efforts to complete the study or studies within the time frames shown below. If additional time is required to complete the study, the applicant will be notified and provided reasons for the extension. Any Customer changes in the scope of the project will re-start the time frame. Engineering studies are valid for a minimum of 4 months from date of completion.

Generation System Size	Engineering Study Completion
Less than 10 kW	30 business days
10 kW ≤ 1 MW	90 business days
Greater than 1 MW	120 business days

Upon completion of the engineering studies the following information will be provided to the Applicant.

1. Results of the engineering study
2. Monitoring & control requirements for the purposed generation.
3. System protection requirements for the generation system interconnection.
4. Electric facility upgrades and associated facility cost estimates if applicable

January 9, 2023

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RULES AND REGULATIONS ELECTRIC

4. INSTALLATIONS**4.01 Customer's Installation**

- A. The customer shall, at their own risk and expense, install all suitable apparatus on their side of the point of delivery as defined in Section 5.01 (B) such as transformers, switches, wiring, and all other devices necessary to adequately protect his facilities, equipment, and appliances against any temporary changes in the character of service which may be brought about by any circumstances whatsoever. Such installation shall be of such character that it will not introduce injurious disturbances on Company's line, and the apparatus shall be selected and used so as to secure the highest practical point of efficiency. The customer shall install and maintain their electrical apparatus so as to conform to good practice applying to such installation. Company assumes no responsibility for the design or condition of the customer's installation.
- B. The wiring and electrical equipment in or upon the customer's premises beyond the point of delivery shall have such approval as is required by the appropriate municipal government or other properly constituted authority, and shall conform to the Rules of Company before it will be connected to Company's distribution system.
- C. All wiring shall conform to the requirements of the National Electrical Code of the National Board of Fire Underwriters. Company may refuse to give service where the installation is not in proper condition from the standpoint of safety, permanence, or adequacy for prospective loads. The customer shall notify Company before increasing their load if such increase is substantial. All repairs to the customer's equipment and apparatus shall be made by the customer. It is the responsibility of the customer to determine whether their equipment and apparatus are suitable for operation at the voltage, phase, and type of service that they will receive from Company. The responsibility of the customer regarding their use of service is not set aside by inspection by Company or by records of Company, whether made as a courtesy to the customer, as a protection to the service to other customers, or for other reasons. The responsibility of Company for quality of service or safe use of electrical energy ends at the point of delivery.
- D. Where the meter is to be installed on the customer's building or structure, the customer is to provide a space for installation of the meter in a clean, dry, safe, and easily accessible place that is free from vibration.

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4.02 Protection of Company's Property

- A. The customer shall protect at all times the property of Company on the premises of the customer and shall permit no one but the agents of Company and other persons authorized by law to inspect or handle the wires, meters, and other apparatus of Company. In case of loss or damage to the property of Company from an act of negligence of the customer or his/her agents, or of failure to return appliances or equipment supplied by Company, the customer shall pay to Company the value of such property.
- B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice as stated in Section 2.05 in these Rules if evidence is found that its service wires, meters, or other appurtenances on the premises have been tampered with in such manner that the customer is then receiving or may have received unmetered service or unauthorized use. In such event, Company may require the customer to pay for such electric energy as Company may estimate from available information to have been used but not registered by Company's meter and to increase his/her deposit or require a surety bond (in an amount determined by Company) before electric service is restored; and, in addition thereto, the customer shall be required to bear all associated costs incurred by Company, including, but not limited to, estimated labor charges, investigation and prosecution costs, material charges, and such protective equipment as, in its judgment, may be necessary.
- C. Trees or large shrubs shall not be set out under overhead electric lines or over underground electric lines if they are close enough that the limbs or roots will interfere with the operation or maintenance of said lines at some future date.

4.03 Clearances

- A. In the event overhead conductors from Company's distribution system cannot be attached normally to the customer's premises at a height which will provide the clearance required by the applicable Rules of the National Electrical Safety Code, then the customer shall erect and maintain an adequate support or supports which will permit compliance with such clearance rules.
- B. In the event a customer installs any facility or structure on his premises, or permits any facility or structure to be installed on his premises, which causes Company's electric facilities to be in violation of the National Electrical Code of the National Board of Fire Underwriters, the National Electrical Safety Code by the National Bureau of Standards, or clearances promulgated by any governmental authority having jurisdiction, the following corrective measures will be required:

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KANSAS CITY, MO 64138**RULES AND REGULATIONS
ELECTRIC****4.03 Clearances (Continued)**

- (1) The customer will be given notice to correct the safety clearance code violation at their expense within thirty (30) days without altering any of Company's electric facilities.
- (2) If the safety code violation is not corrected by the customer within the thirty (30) day period, Company will proceed to correct the safety code violation at the customer's expense.
- (3) All such costs incurred by Company, including related expenses, will be included on the customer's first bill after all costs have been compiled.
- (4) Any delinquency by the customer related to the above expense will be handled under Section 2.05 of these Rules.

4.04 Increasing Connected Load

If the customer's connected load is increased without prior approval by Company, then the customer shall assume full responsibility for the quality of their service and for any damage to Company's distribution facilities and metering installations. The customer shall pay for such increased service at the appropriate rate tariff. Upon request by Company, the customer shall execute a new agreement at Company's regular published rate covering the total connected load or demand as so increased.

4.05 Motor Installations

- A. The maximum size motors permitted on residential service rate tariffs shall be ten (10) horsepower. Motors of less than ten (10) horsepower used in commercial or industrial establishments may be either single phase or three phase, providing three phase service is available at the customer's establishment and provided further that the availability of the applicable rate tariff permits such three phase service.
- B. All motors with a rated capacity of more than ten (10) horsepower shall be equipped with reduced-voltage starting equipment which will limit the in-rush current from the line to three hundred percent (300%) of the normal full load current of the motor, except that where the requirements of the customer are such that the in-rush current may exceed the above amount, the customer may make written application to Company to use such equipment setting out the detailed specifications of the motor and the starting equipment proposed to be used. Company will consider such application and if it determines that the use of such equipment will not be detrimental to the service supplied to other consumers of Company, then written permission will be given by Company for the use of the equipment specified in the customer's letter. Such written permission shall be requested by the customer before service is connected.

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4.05 Motor Installations (Continued)

- C. It shall be the responsibility of the customer to furnish overload protection, over voltage protection, under voltage protection, under voltage release equipment, phase failure protection of all motors used by the customer, and all other equipment required for proper protection of the customer's electric facilities, apparatus, and/or employees.
- D. Customers using motors whose total load aggregate is more than fifty (50) horsepower shall notify Company of any material increases in motor load which may affect the equipment required to be installed by Company.
- E. Single phase motors with individual ratings of less than ten (10) horsepower may be connected on circuits for Residential Service, and electricity used by such motors shall be billed under the applicable residential rate tariff.
- F. Single phase motors with individual ratings of less than ten (10) horsepower may be connected on circuits for Small General Service and electricity used by such motors shall be billed under the applicable rate tariff.

4.06 Unsafe Condition or Disturbing Uses of Service

Company may refuse to render electric service to or may withdraw it whenever the wiring or equipment of a customer is in an unsafe condition or is designed or operated so as to disturb the electric service to other customers. Welding machines, Xray machines, motors with excessive starting currents, and experimental electric devices will be served by Company if adequate protective devices approved in advance by Company are installed and maintained by the customer in accordance with Company's Rules. If the customer's installations of such equipment require Company to install separate transformers or other special equipment, the customer shall pay, in addition to the bill for electric energy at the appropriate rate tariff, an amount determined by Company and set out in the Special Service Contract.

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4.07 Attachment to Company's Property

The use of the poles, wires, towers, structures, transformers, or other facilities of Company by the customer or others for the purpose of fastening or supporting any radio or television equipment, or any wires, ropes, signs, banners, or anything of similar nature, or the locating of the same in such proximity to property or facilities of Company so as to cause, or be likely to cause, interference with the supply of electric service, or create a dangerous condition in connection therewith, is prohibited. Company shall have the right to remove such items without notice.

4.08 Relocation of Company's Facilities

When a customer requests that Company relocate or modify facilities, and Company agrees to such relocation or modification, Company shall require a contribution in aid of construction for any part of Company's estimated cost of relocating or modifying the facilities that cannot be supported by revenue resulting directly from customer's added load requiring the relocation or modification of facilities.

4.09 Moving Structures

Whenever a house, derrick, building or other structure is to be moved over a route traversed or crossed by Company's overhead wires or guy wires, advance written notification must be given to Company and arrangements made for the proper handling of any wires or guys which must be raised or moved, in compliance with all applicable Company standards, laws and/or rules governing such move. The charges will include work performed for, revenue lost in, and materials used for moving, relocating, cutting, lowering, raising and de-energizing transmission and/or distribution facilities. In no instance shall anyone except Company's duly authorized employees or agents attempt to cut, raise, lift or move any of Company's wires, guys, poles or other facilities.

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5. METERING

5.01 Meter Installations

- A. The customer shall provide, and at all times maintain on the premises to be supplied with electricity, space for the installation of Company's meters or other devices necessary to supply electricity to the premises. Company shall extend service conductors to the line side of the meter. The customer is responsible for furnishing and installing the meter socket, service entrance conductors, service mast, conduit, ground rod and any associated materials for overhead service installations except for exceptions listed below. The customer is responsible for furnishing and installing the meter socket, riser conduit, ground rod and all associated materials for underground service installations including conduit from the underground distribution system to the point of delivery to the customer except for exceptions listed below.

Exceptions: Company will furnish and install the meter socket, current transformers, potential transformers and all associated instrument wiring for CT rated installations. However, the customer will be required to furnish and install any required metering cabinets and associated hardware.

- B. The point of delivery by Company shall be at the load side of Company's meter and at the location designated by Company. The meter location may be on the customer's building, on a pad-mounted transformer, on a pole, or other appropriate location designated by Company. The customer shall be responsible for the installation, maintenance, protection, and proper operation of all facilities beyond the point of metering except that at residences where Company elects to meter at a service pole or at a pad-mounted transformer instead of at the residence. Company will supply one (1) service to the residence on the same basis as if the meter were installed at the residence. For all customers, the point of delivery shall be at the meter location or at some point along a service that may be selected by Company. Company shall furnish and install a meter to be used for billing purposes. Any equipment furnished by or installed by Company shall upon installation become Company's property and may be removed by it at any time after the termination of the Service Agreement or upon discontinuance of electric service for any reason.
- C. Only one (1) meter will be installed for a customer at a given location to measure service of like character, except as otherwise provided herein.

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5.01 Meter Installations (Continued)

D. Where demand meters are used for metering service to customers for billing purposes, the applicable rate schedule shall designate the demand interval to be used for normal service. However, where customers request demand meter contact signals and Company agrees to furnish such demand meter contact signals, Company shall charge the customer the entire investment cost of providing such contact signals plus any estimated monthly operating costs expected. Company shall be permitted to use a five (5) minute demand interval instead of that specified in the rate tariff. This will encourage customers to shift loads from peak periods to off-peak periods rather than shifting loads within the demand time interval. Company shall not be required to furnish demand meter contact signals where such service may impair the accuracy of the meter or for any other reason that such service is not in the best interest of Company and other customers served.

5.02 Multiple Metering

A. The normal practice shall be to bill each metering point as a separate customer. Under special conditions, consumption registered by two (2) or more meters may be numerically added and a single bill rendered for such service supplied to a customer, provided the customer's load is of such size and character and so located as to make it advisable, in the opinion of Company, to install more than one (1) service connection at a single location.

B. The Company will not supply electric service to a Customer for resale or redistribution by the Customer.

(a) "Resale" shall mean the furnishing of electric service by a Customer to another person under any arrangement whereby the Customer makes a specific or separate charge for the electric service so furnished, either in whole or in part, and whether the amount of such charge is determined by submetering, remetering, estimating or rebilling as an additional, flat, or excess charge, or otherwise.

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5.02 Multiple Metering (Continued)

- (b) "Redistribution" shall mean the furnishing of electric service by the Customer (i) to another building occupied by the Customer and located on the same premises of the Customer but used by the Customer for a separate business enterprise, or (ii) to separate premises occupied by another person, whether or not such premises are owned, leased or controlled by the Customer, without making a specific or separate charge for the electric service so furnished. With respect to any multiple-occupancy premises, the Company will not supply electric service to the owner, lessee, or operator thereof, as the Customer of the Company, and permit redistribution by such Customer to his office or residential tenants therein, except for those premises being supplied such service on the effective date of this schedule. The restriction against "redistribution" may be waived by the Company where the operation of certain types of multiple occupancy premises, either in whole or in part, makes it impractical for the Company, in its judgment, to separately meter and supply electric service to each occupant as a Customer of the Company. Such exceptions may include:
 - (i) An operation catering predominately to transients, such as hotels, motels, and hospitals;
 - (ii) An operation where the individual dwelling quarters are not equipped with kitchen and bathroom facilities, such as recognized rooming houses, dormitories, old folks' homes, orphanages and eleemosynary institutions;
 - (iii) An operation of a building used essentially for general office or commercial purposes where the separate premises leased to office or commercial tenants are adjustable and subject to rearrangement or relocation to conform to the needs of the tenants and the Company deems it would be impractical to rearrange wiring to conform to any such changes;
 - (iv) An operation of a transient mobile home court (see Rule 6.01) where electric service is supplied by the Company to the operator, as the Customer of the Company, pursuant to an applicable rule or rate schedule of the Company.
- C. In cases where redistribution is permitted under this Rule 5.02, the Company will supply electric service to the owner, lessee, or operator of such multiple occupancy premises, as the Customer of the Company, under an applicable rate schedule and the Customer may, by redistribution, furnish electric service to his tenants in or on such multiple occupancy premises on a rent inclusion basis; i.e., as an incident of the tenancy and without a specific or separate charge for the electric service so furnished by the Customer to his tenant, or a variable rental on account thereof.
- D. Any lessor of a multiple occupancy premise may, by prior arrangement with the company, elect to receive, and pay to the Company, the electric service bills of his tenants in such premises whose separate premises therein are individually metered and supplied electric service by the Company, provided that each such tenancy includes electric service on a rent inclusion basis. Under such an arrangement, the Company may consider the lessor as the Customer for billing and collection purposes but shall individually meter the separate premises of each such tenant.

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5.02 Multiple Metering (Continued)

- E. Where an apartment building presently receiving electric service for redistribution undergoes renovation to the extent that the cost of such renovation is fifty percent or more of the value of the building, then the building shall no longer be eligible for redistribution.
- F. Nothing in this Rule 5 shall apply to electric service supplied by the company at wholesale for resale under the provisions of a separate written agreement by the Company with any electric public utility, rural electric cooperative or political subdivision supplying electric service at retail to the public.

5.03 Meter Testing

Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 4 CSR 240-10.030 as now in effect and as the same may be amended from time to time. An approved statistical sampling basis of meter testing may be used to comply with the periodic testing requirements of this Rule.

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5.04 Billing Adjustments

- A. For all billing errors, Company will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:
 - (1) Residential Customers.
 - (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (2) Customers Other Than Residential.
 - (a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.
 - (b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry or actual notification of Company, whichever was first.
- B. No billing adjustment will be made where the full amount of the adjustment is less than one dollar (\$1.00).
- C. Where, upon test, a meter error is found to be three percent (3%) or less, no billing adjustment will be made.
- D. When evidence of tampering is found, or there are misrepresentations of the use of service by the customer, Company will calculate the billing adjustment period in accordance with the applicable statute of limitations for the prosecution of such claim after determining the probable period during which such condition existed from all related and available information.
- E. When the customer has been undercharged, except as provided in Section 5.04 (D) of this Rule, and a billing adjustment is made, the customer may elect to pay the amount of the adjustment in equal installments over a period not to exceed the period for which the billing adjustment was applicable.
- F. The under- or over-collection of sales, use or franchise taxes is not considered a billing error for the purpose of this Section, and is subject to collection or refund per the statute of limitations.

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**RULES AND REGULATIONS
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5.05 Non-Standard Metering Service

- A. Non-Standard Metering Service is available for any individual Residential Customer whose premise(s) is metered with a Company standard digital meter (Standard Meter) and requests to have metering service utilizing a Company Standard Meter without radio frequency (Non-Standard Meter).
- B. In order to begin receiving Non-Standard Metering service under this Rule 5.05, the Customer must complete the following requirements:
 - (1) The Customer must sign and return to the Company the Residential Non-Standard Metering Service Acknowledgment Form (Acknowledgement Form) accepting all fees, requirements, and limitations of this Rule 5.05. The Acknowledgement Form can be obtained by the Customer from the Company website at <http://www.kcpl.com>, or by contacting the Company Customer Care Center and requesting a hard copy be mailed to their premise(s).
 - (2) The Customer must pay the required, and non-refundable, Non-Standard Meter Initial Setup Charge of \$150.00 per Non-Standard Meter.
 - (3) The Customer must pay the monthly recurring Non-Standard Meter Charge of \$45.00 per Non-Standard Meter in addition to their applicable residential rates for electric service.
 - (4) The Customer must have no past-due balance and be current on all monthly bill payments at the time of their request for service under this Rule 5.05.
- C. Once the Company has received the signed Acknowledgement Form from the Customer, and payment of the Non-Standard Meter Initial Setup Charge has been processed by the Company, the Company will furnish, and install, a Non-Standard Meter to be used for billing purposes and service under this Rule 5.05 and the Non-Standard Meter Charge will be added to the customer's monthly bill.
- D. All Company rules shall apply under this Rule 5.05.
- E. Any customer who has requested service under this Rule 5.05 may, at any time, terminate this Non-Standard Metering Service and request that the Company install a Standard Meter on their premise(s); at which point the monthly Non-Standard Meter Charge will no longer be applicable. There is no subsequent charge for a Customer to request a Standard Meter be installed on their premise(s) that previously opted for service under this Rule 5.05.

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**RULES AND REGULATIONS
ELECTRIC**

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RULES AND REGULATIONS
ELECTRIC**6. METER READING, BILLING, AND COMPLAINT PROCEDURES****6.01 Billing and Reading of Meters**

- A. Company will, as near as practicable, read its meters on the same day of each monthly period, and such readings shall be used in billing the customer for such period. Nonreceipt of bills by the customer shall not release or diminish the customer's obligation with respect to payment thereof.
- B. Company shall render a separate billing for service provided at each address or location. When requested by the customer and agreed to by Company, billings for multiple addresses or locations may be summarized on one (1) bill.
- C. Billing may include charges for special services together with utility charges on the same bill. Charges for special services shall be designated clearly and separately from utility charges. If a partial payment is made on a billing including only current charges, the Company shall first credit all payments to the balance outstanding for electric charges before crediting a deposit. If a partial payment is made on a billing which includes a previous balance, the Company will credit all payments first to previous electric charges, then to previous deposit charges before applying any payment to current charges. (This section contains a variance from Rule 4 CSR 240-13.020(11).)
- D. During the billing period prior to any tariff seasonal rate change, Company shall notify each affected customer, on the bill or on a notice accompanying the bill, of the direction of the upcoming seasonal rate change and the months during which the forthcoming seasonal rate will be in effect.
- E. All mobile home courts connected after December 16, 1964, that do not include unmetered electricity in the rental charges will be served electricity by providing a separate meter for each mobile home position in each mobile home court. Mobile home courts served on one (1) meter prior to December 16, 1964, for a number of mobile homes, will be served in accordance with this Section. Company will own all facilities on Company's side of the meters including primary lines, transformers, secondary lines, meters, and other appurtenances. In addition, Company will provide connecting lugs or plug-in breaker sockets at the meter location for connecting the customer's cables or wiring devices. Service to mobile homes shall be sixty (60) cycles with a nominal voltage of 120/240 single phase. All bills for service to the mobile home positions will be identified by mobile home position. Company will accept payment for such bills from either the mobile home occupant or mobile home court operator.

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6.01 Billing and Reading of Meters (Continued)

- F. Mobile home courts receiving electric service through one (1) meter prior to December 16, 1964, for a number of mobile home positions where electricity is resold to mobile home occupants, may continue the present arrangement of charging the mobile home occupants the same amount per kilowatt-hour that Company charged for electricity supplied to said mobile home court the previous month. Such arrangement shall continue until Company purchases the distribution system within such mobile home court or until Company extends facilities required for serving each mobile home position individually.
- G. In cases where mobile home courts are served on one (1) meter, electricity is not metered to each mobile home position, and electric service is furnished as part of the rental charge, the single meter arrangement may continue.

6.02 Billing Period

Bills ordinarily will be rendered regularly at monthly intervals but may be rendered more or less frequently at Company's option. The normal billing period shall be twenty-six (26) to thirty-five (35) days. All bills that are less than twenty-six (26) days or more than thirty-five (35) days will be normalized.

6.03 Choice and Application of Rates

- A. The tariffs on file with the Public Service Commission of the State of Missouri are at all times available to any customer or his/her authorized representative. Company reserves the right in all instances to designate an existing or prospective customer's classification for the purpose of rate application.
- B. If a customer is eligible to take electric service under more than one (1) rate tariff, the choice of such rate tariff lies with the customer. Any customer shall pay for service under the applicable rate tariff for all electrical power and energy used.
- C. A new customer will be assisted by Company in the selection of the rate tariff based on the information at hand, but the responsibility for the selection of the rate tariff lies with the customer.
- D. After a new customer has selected a rate tariff under which s/he elects to take electric service, s/he will be required to remain under such rate tariff for a period of one (1) year. When more than one (1) rate tariff is available to a customer and the customer elects to transfer to another available rate tariff, such other rate tariff shall not be applied retroactively.

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6.03 Choice and Application of Rates (Continued)

- E. If the demand of a new customer is temporarily obtained by assessment pending the determination of the measured demand, which shall be done as soon as practicable, such assessed demand shall prevail until the demand is measured.
- F. Upon service being connected pursuant to the information supplied by the customer to Company on Electric Connect and Disconnect Order, a customer shall not be permitted to make another service application within a twelve (12) month period at the same location, unless there is a permanent change in the character or condition of his/her electrical requirements. Where service is rendered by Company under a Contract for Electric Service, the rate tariffs and all applicable minimums provided therein shall continue for the term of the contract. The contracts shall have provisions permitting application of revised rate tariffs approved by the Commission.
- G. If an entirely new rate tariff which may be more advantageous than the existing one becomes available to the customer, then Company will assist in determining whether the customer would benefit by being served and billed under such new rate tariff.
- H. If a customer is permitted to change from one (1) rate tariff to another, s/he will not be required to continue service extending beyond the time provided in the original application for service; providing, electric service can be rendered at the rate tariff to which the customer has changed without expense to Company for the installation of new apparatus or facilities for serving the customer. In the event the change of rate tariff necessitates additional investment by Company, the customer shall reimburse Company for such additional investment, or be required to extend the term during which service will be supplied at the new rate tariff.

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6.04 Billing and Payment Standards

- A. Company shall normally render a bill (by mailing, electronic posting or serving) for each billing period to every customer in accordance with its rate tariff. Bills for electric service may be paid in cash, electronic funds transfer, check, or by approved credit and debit cards. Non-residential customers paying by approved credit or debit card are subject to per transaction limits and fees by the third party processor.
- B. Each billing statement rendered by Company shall be computed on the actual usage during the billing period except as follows:
 - (1) Company may render a bill based on estimated usage:
 - (a) To seasonally billed customers, provided an appropriate rate tariff is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle.
 - (b) When extreme weather conditions, emergencies, labor agreements, or work stoppages prevent actual meter readings.
 - (c) When Company is unable to obtain access to the customer's premises for the purpose of reading the meter or when the customer makes reading the meter unnecessarily difficult. If Company is unable to obtain an actual meter reading for these reasons, where practicable it shall undertake reasonable alternatives to obtain a customer reading of the meter, such as mailing or leaving postpaid, preaddressed postcards upon which the customer may note the reading unless the customer requests otherwise.
 - (1.1) Company will estimate usage as follows:
 - (a) For customers with Advanced Metering Infrastructure (AMI) meters, when a current meter read is unavailable, the Meter Data Management (MDM) system will average consumption from the last read plus the three-prior days to estimate the daily meter read. If the daily meter reads from the three prior days are not available, a second estimation attempt will be made. In the second attempt the MDM system will average the usage from five historical reads from the previous year. It will average the usage from the read in the prior year from a comparable date as being estimated along with the three days prior and one day after. If the second estimation attempt is not successful, then the process to estimate the daily meter read will be a manual process. In the manual process, the Company will estimate the daily meter read based on historical usage information from the same premise and if not available, the usage of customers with like premises.
 - (b) For customers with non-AMI meters, when a current meter read is unavailable, the MDM will average the usage from the prior year in the same billing month, the usage 35 days before and the usage 35 days after that month. If that information is not available, a second read estimation attempt will be made by averaging the usage from the prior two readings. If the second estimation attempt is not successful, then the estimation is a manual process. The Company will estimate usage based on historical usage information from the same premise and if not available, the usage of customers with like premises.

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6.04 Billing and Payment Standards (Continued)

- (2) Company shall not render a bill based on estimated usage for more than three (3) consecutive billing periods or one (1) year, whichever is less, except under conditions described in Section 6.04 (B) (1).
 - (3) Under no circumstances shall Company render a bill based on estimated usage:
 - (a) Unless the estimating procedures employed by Company and any substantive changes to those procedures have been approved by the Commission.
 - (b) As a customer's initial or final bill for service unless conditions beyond the control of Company prevent an actual meter reading.
 - (4) When Company renders an estimated bill in accordance with these Rules, it shall:
 - (a) Maintain accurate records of the reasons for the estimate and the effort made to secure an actual reading.
 - (b) Clearly and conspicuously note on the bill that it is based on estimated usage.
 - (c) Use customer-supplied readings, whenever possible, to determine usage.
 - (5) When Company underestimates a customer's usage; the customer shall be given the opportunity, if requested, to make payment in installments.
- C. If Company is unable to obtain an actual meter reading for three (3) consecutive billing periods, Company shall advise the customer by first class mail or personal delivery that the bills being rendered are estimated, that estimation may not reflect the actual usage, and that the customer may read and report electric usage to Company on a regular basis. The procedure by which this reading and reporting may be initiated shall be explained. Company shall attempt to secure an actual meter reading from customers reporting their own usage at least annually. These attempts shall include personal contact with the customer to advise the customer of the regular meter reading day. Discontinuance of the service of a customer who is reading and reporting usage on a regular basis because of inability to secure an actual meter reading shall not be required.
- D. If a customer fails to report usage to Company, Company shall obtain a meter reading at least annually. Company shall notify the customer that if usage is not reported regularly by the customer and if the customer fails, after written request, to grant access to the meter, then service may be discontinued pursuant to Section 2.05 of these Rules.
- E. Company may bill its customers on a cyclical basis if the individual customer receives each billing on or about the same day of each billing period. If Company changes a meter reading route or schedule which results in a change of nine (9) days or more of a billing cycle, notice shall be given to the affected customer at least fifteen (15) days prior to the date the customer receives a bill based on the new cycle.

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Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. R-39

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6.04 Billing and Payment Standards (Continued)

F. A monthly-billed customer shall have at least twenty-one (21) days from the rendition of the bill to pay the electric charges. If the due date or delinquent date falls upon a Sunday, legal holiday, or any other day when the offices of Company regularly used for the payment of customer bills are not open to the general public, the due date or delinquent date shall be extended through the next business day. The date of payment for remittance by mail is the date on which Company receives the remittance. Company shall not base an assessment of a deposit or delinquent charge, or a discontinuance of service, on a payment that was made to a payment agent on or before the due date or delinquent date.

G. Every bill for residential electric service shall clearly state the following:

- (1) The beginning and ending meter readings of the billing period and the dates of these readings; however, as provided below for customers billed under a residential time-variant rate schedule, the company shall use interval metering data.

Residential Time-Variant Rate Schedule Procedures: For residential rate schedules which require cumulative usage be determined for unique time periods during a billing period and usage is determined through interval metering data, beginning and ending meter readings for that billing period may not be utilized in lieu of the interval metering data. In such cases, a customer's bill will reflect the total consumption for each relevant time period but will not indicate a beginning or ending meter reading for the cumulative billing period, pursuant to the variance from Rules 20 CSR 4240-13.020 (9) (A) granted by Commission in File No. ET-2020-0133. The Company will retain for a minimum of five years the meter information relied upon to generate bills for such customers.

- (2) The date when the bill will be considered due and the date when it will be delinquent, if different.
- (3) Any previous balance that states the balance due for electric charges separate from charges for services not subject to Commission jurisdiction.
- (4) The amount due for the most recent billing period for electric usage stated separately from the amount due for the same period for a deposit and the amount due for the same period for service not subject to Commission jurisdiction.
- (5) The amount due for other authorized charges.
- (6) The total amount due.
- (7) The telephone number the customer may call from the customer's service location without incurring toll charges and the address of Company where the customer may initiate an inquiry or complaint regarding the bill as rendered or the service provided. Charges for measured local service are not toll charges for purposes of this Rule.
- (8) License, occupation, gross receipts, franchise, and sales taxes.

H. Normally bills will be sent by mail; however, the Company reserves the right to deliver bills or to use electronic posting for qualified customers at their request. The non-receipt of a bill by a customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest.

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EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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For Missouri Retail Service Area

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6.05 Average Payment Plan

- A. This Plan is available to Customers receiving service under rate schedules for Residential Service or Small General Service. Such Customers may elect to be billed, and must pay for, all electric service provided by the Company under said Schedules, in accordance with the terms and provisions of the Company's Average Payment Plan.
- B. To be eligible for billing under the terms and provisions of the Average Payment Plan, the Customer must meet the following requirements: the customer must be currently receiving service under one of said schedules; the Customer must have received service continuously at the Customer's present premises for at least twelve (12) months prior to the election or agree to Company's estimate for such service; the Customer must not have any delinquent amount not in dispute with the Company; the Customer must satisfy, and be in conformance with, the Company's General Rules and Regulations Applying to Electric Service; a Customer who has been delinquent three (3) or more times in the last twelve (12) months at the current or any previous location may be refused participation in the Average Payment Plan until the Customer has established a twelve (12) consecutive month payment period with no more than two (2) delinquent payments.
- C. Each month the Company will notify eligible Customers then served under Residential Service or Small General Service rate schedules of the Plan by issuing a bill containing two amounts: The actual amount due, and the amount due under the Plan. The Customer elects to pay under the Plan if the Customer pays the average payment amount. A Customer may also elect to pay under the Plan at any time by contacting the Company's Customer Care Center. All qualified new Customers will be offered the Plan on their first bill. The Customer must pay any past due amount owed for electric service, except as provided in Missouri Commission Rule 4 CSR 240-13.045, before billing under the Plan will be commenced.
- D. The total amount billed during any billing period shall be equal to the amount which would have been billed to the Customer for his/her usage during that billing period had the Customer not elected the Average Payment Plan.
- E. For those Customers at a premise with a minimum of nine (9) months of recent usage history, the Company will calculate the Customer's average monthly bill based on current rate schedules, appropriate taxes, and Customer's usage using the available premise history. The first average payment amount due under the Plan will be this average.
- F. For those Customers at a premise with less than nine (9) months of usage history, the Customer must speak to a Customer Service Representative (CSR). At that time, the CSR will manually calculate an average payment amount by viewing a nearby premise usage history that is served under the same rate schedule.

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EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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For Missouri Retail Service Area

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6.05 Average Payment Plan (Continued)

- G. Commencing sixty (60) days after the implementation of the Customer Care and Billing (CCB) system, with each monthly bill CCB will total up to and including, the last twelve (12) months' bills plus any over/under amount due, and divide that by the number of months available to calculate a new average payment amount. If there is more than a 10% variance in the calculation from the current Average Payment Plan amount, the Plan payment will automatically adjust on the next month's bill.
- H. Payment shall be in accordance with the Company's General Rules and Regulations (See Rule 6.04 Billing and Payment Standards).
- I. The election shall continue from month to month, unless terminated upon the occurrence of any of the following events: 1.) The Customer closes his/her account with the Company at that premises. The Company will render a final bill to the Customer based on actual unpaid balance to date. 2.) The Customer requests termination of Plan billing. Upon termination, the Customer's unpaid balance to the latest billing date shall be due and payable. 3.) If the Customer fails to make timely payment of amounts due on any bill rendered under this Plan, Plan billing will be terminated. The Customer's unpaid balance shall be due and payable, and bills based on actual usage will be subsequently issued. The Customer may reelect to be billed under the Plan by paying all amounts due and notifying the Company's Customer Care Center. No interest shall be due from or payable to the Customer as a result of Plan termination.
- J. Except as expressly set forth above, this Plan in no way modifies, terminates or suspends any of the Company's or Customer's rights or obligations, under the General Rules and Regulations Applying to Electric Service, including but not limited to payment of bills and discontinuance of service provisions.

6.06 Disputes

- A. A customer shall advise Company that all or part of a charge is in dispute by written notice, in person, or by a telephone message directed to Company during normal business hours. A dispute must be registered with Company at least twenty-four (24) hours prior to the date of the proposed discontinuance for a customer to avoid discontinuance of service as provided by these Rules.
- B. When a customer advises Company that all or part of a charge is in dispute, Company shall record the date, time and place the contact is made; investigate the contact promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.

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6.06 Disputes (Continued)

- C. Failure of a customer to participate with Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service, and Company may not less than five (5) days after provision of the notification required by Section (I) of this Rule, may proceed to discontinue service unless the customer files an informal complaint with the Commission within the five (5) day period.
- D. Customers presenting frivolous disputes shall have no right to continued service. Company, before proceeding to discontinue the service of a customer presenting a dispute it deems frivolous, shall advise the Consumer Services Department of the Commission of the circumstances. The Consumer Services Department shall attempt to contact the customer by telephone and ascertain the basis of the dispute. If telephone contact cannot be made, the Consumer Services Department shall send the customer a notice by first class mail stating that Company may discontinue service unless the customer contacts the Consumer Services Department within twenty-four (24) hours. If it appears to the Consumer Services Department that the dispute is frivolous, or if contact with the customer cannot be made within seventy-two (72) hours following Company's report, Company shall be advised that it may proceed to discontinue service. If it appears that the dispute is not frivolous, service shall not be discontinued until ten (10) days after the notice required under Section 2.05 (E) has been sent to the customer by Company. The customer shall retain the right to lodge an informal complaint with the Commission.
- E. If a customer disputes a charge, s/he shall pay to Company an amount equal to that part of the charge not in dispute. The amount not in dispute shall be mutually determined by the parties. The parties shall consider the customer's prior consumption history, weather variations, the nature of the dispute, and any other pertinent factors in determining the amount not in dispute.
- F. If the parties are unable to mutually determine the amount not in dispute, the customer shall pay to Company, at Company's option, an amount not to exceed fifty percent (50%) of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute.
- G. Failure of the customer to pay to Company the amount not in dispute within four (4) business days from the date that the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service, and Company may then proceed to discontinue service as provided in these Rules.
- H. If the dispute is ultimately resolved in favor of the customer in whole or in part, any excess moneys paid by the customer shall be refunded promptly.

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6.06 Disputes (Continued)

- I. If Company does not resolve the dispute to the satisfaction of the customer, Company representative shall notify the customer that each party has a right to make an informal complaint to the Commission, and of the address and telephone number where the customer may file an informal complaint with the Commission. If a customer files an informal complaint with the Commission prior to advising Company that all or a portion of a bill is in dispute, the Commission shall notify the customer of the payment required by Sections (E) or (F) of this Rule.
- J. Company may treat a customer complaint or dispute involving the same question or issue based upon the same facts as already determined, and is not required to comply with these Rules more than once prior to discontinuance of service.

6.07 Settlement Agreements and Extension Agreements

- A. When Company and a customer arrive at a mutually satisfactory settlement of any dispute, or the customer does not dispute liability to Company but claims inability to pay the outstanding bill in full, Company and the customer may enter into a settlement agreement. A settlement agreement that extends beyond sixty (60) days shall be in writing and mailed or otherwise delivered to the customer.
- B. Every settlement agreement resulting from the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays the amount of the outstanding bill specified in the agreement, and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid. For purposes of determining reasonableness, the parties shall consider the following: the size of the delinquent account; the customer's ability to pay; the customer's payment history; the time that the debt has been outstanding; the reasons why the debt has been outstanding; and any other relevant factors relating to the customer's service.
- C. If a customer fails to comply with the terms and conditions of a settlement agreement, Company may discontinue service after notifying the customer in writing by personal service or first class mail in accordance with Section 2.05: that the customer is in default of the settlement agreement; the nature of the default; that unless full payment of all balances due is made, Company will discontinue service; and the date upon or after which service will be discontinued.
- D. Company may enter into an extension agreement upon the request of the customer who claims an inability to pay the bill in full.

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KANSAS CITY, MO 64138

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6.08 Commission Complaint Procedures

- A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 4 CSR 240-13 of the Commission Rules. The Commission specifically reserves the right to waive this requirement when circumstances so require.
- B. Any person aggrieved by a violation of any Rule in 4 CSR 240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 4 CSR 240-2-070 of Commission Rules.
- C. If Company and a customer fail to resolve a matter in dispute, Company shall advise the customer of his/her right to file an informal complaint with the Commission under 4 CSR 240-2.070.
- D. If the Commission Staff is unable to resolve the complaint to the satisfaction of the parties, the Staff shall send a dated letter to that effect to the complainant and to Company.
 - (1) The letter shall advise the complainant that, if s/he desires, s/he may file a formal complaint in accordance with 4 CSR 240-2.070 of the Commission Rules.
 - (2) If the complaint concerns a bill, the nonpayment of which could subject the complainant to discontinuance of service under the provisions of Commission Rule 4 CSR 240-13.050, the Staff's letter shall advise the complainant that if a formal complaint is not filed within thirty (30) days of the date of the letter, the complainant may become subject to discontinuance of service.
- E. The Commission Staff may treat an informal complaint involving the same question or issue based upon the same facts dealt with in a prior informal complaint as already decided, and may advise the complainant that such informal complaint will not be reviewed.
- F. Company shall not discontinue residential service relative to the matter in dispute during the pendency of an informal complaint and until at least thirty-one (31) days after the date of the letter issued pursuant to Section (D), and shall in no case discontinue this service without leaving a notice of discontinuance after the date of the letter issued pursuant to Section (D).
- G. Failure of the customer to pay the amount of the bill which is not in dispute, as determined pursuant to Section 6.06 (E) or (F) of these Rules, shall be grounds for dismissal of an informal or formal complaint.

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6.09 Late Payment Charge

- A. Company may add a sum equal to a simple one-quarter percent (0.25%) per month of the original net amount due on any unpaid bill for electric service excluding deposit arrears, amounts agreed to be paid pursuant to a deferred payment agreement, and circumstances where restricted by law or regulation.
- B. An unpaid bill shall be any billing amount that remains owing to Company and not in dispute after the delinquent date stated on the bill.
- C. Failure to pay the late payment charge may be grounds for discontinuance of service in accordance with Section 2.05.

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7. EXTENSION OF ELECTRIC FACILITIES

7.01 Purpose

The purpose of this policy is to set forth the service connection and distribution system extension requirements when one (1) or more applicants request overhead or underground electric service at premises not connected to Company's distribution system or request an alteration in service to premises already connected where such change necessitates additional investment.

7.02 Definition of Terms

- A. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency or other legal entity recognized by law applying for the construction of an electric Distribution Extension, Extension Upgrade, or Relocation.
- B. Basic Extension Request: A request by Applicant for a Distribution Extension for which Company specified facilities are provided free of charge to the Applicant.
- C. Construction Allowance: The cost of that portion of the Distribution Extension which is for economically justifiable and necessary construction and which is made by Company. The formula used to determine the appropriate Construction Allowance will be based on Company's feasibility model. Generally, the formula used by the feasibility model is the Estimated Margin divided by the Fixed Carrying Cost percentage as measured over the first five (5) year life of the Distribution Extension.

$$CA = \frac{\text{SUM (EM1 + EM2 + EM3 + EM4 + EM5)}}{\text{SUM (FCC1 + FCC2 + FCC3 + FCC4 + FCC5)}}$$

Where, CA = Construction Allowance;
EM = Estimated Margin;
FCC = Fixed Carrying Cost;

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7.02 Definition of Terms (Continued)

- D. Construction Charges: That portion of the Distribution Extension’s construction costs for which the Applicant is responsible. The Electric Service Standards and the provisions in this extension policy specify which segments of service shall be furnished by Applicant and which segments are provided by Company at cost to Applicant. These charges may consist of the following components:
 - (1) Nonrefundable charges represent the portion of Construction Charges which are not supported by the expected revenue stream or for non-standard costs associated with the Distribution Extension and will not be reimbursable to Applicant. (Exception: Non-standard costs for Excess Facilities may be recovered on a surcharge basis as mutually agreed to by Applicant and Company and specified in the Facilities Extension Agreement.)
 - (2) Refundable charges represent the portion of Construction Charges that may be reimbursed to the Applicant during the Open Extension Period, dependent upon the Applicant’s requisite performance as outlined in the Facilities Extension Agreement.
- E. Distribution Extension: Distribution facilities including primary and secondary distribution lines, transformers, service laterals and all appurtenant facilities and meter installation facilities installed by Company.
- F. Electric Service Standards: Company’s Electric Service Standards available upon request to any Applicant, defines Company’s uniform standards and requirements for installation, wiring and system design.
- G. Estimated Construction Costs: The Estimated Construction Costs shall be the necessary cost of the Distribution Extension and shall include the cost of all materials, labor, rights-of-way, trench and backfill, together with all incidental underground and overhead expenses connected therewith. Where special items, not incorporated in the Electric Service Standards, are required to meet construction conditions, the cost thereof shall also be included as a non-standard cost.
- H. Estimated Margin: The Estimated Margin will be determined by first multiplying the effective rates for each customer class by the estimated incremental usage – and then subtracting 1) applicable margin allocation for network and infrastructure support costs; and 2) incremental power and energy supply costs.
- I. Extension Completion Date: The date on which the construction of a Distribution Extension, Extension Upgrade or Relocation is completed as shown by Company records.

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7.02 Definition of Terms (Continued)

- J. Extension Upgrade: The increase in capacity of existing electric distribution facilities necessitated by Applicant's estimated electric requirements and for which Company determines that such facilities can be reasonably installed.
- K. Facilities Extension Agreement: Written agreement between Applicant and Company setting out the contractual provisions of Construction Allowance, Construction Charges, payment arrangements, the Open Extension Period, etc. in accordance with this extension policy.
- L. Fixed Carrying Cost: Company's cost of capital to provide the requisite return on its investment as well as the costs for depreciation, property taxes and property insurance.
- M. Indeterminate Service: Service that is of an indefinite or indeterminate nature where the amount and permanency of service cannot be reasonably assured in order to predict the revenue stream from Applicant. For purposes of uniform application, "Indeterminate Service" may include such service as may be required for the speculative development of property, mobile buildings, mines, quarries, oil or gas wells, sand pits and other ventures that may reasonably be deemed to be speculative in nature.
- N. Open Extension Period: The period of time, five (5) years, during which Company shall calculate and pay refunds of Construction Charges according to the provisions of this extension policy. The five (5) year period begins on the Extension Completion Date.
- O. Permanent Service: Overhead or underground electric line extensions for primary or secondary service where the use of service is to be permanent and where a continuous return to Company of sufficient revenue to support the necessary investment is reasonably assured.
- P. Temporary Service: Any service that is of a known temporary nature, excluding service for construction power, and shall not be continued for a period longer than twelve (12) months.

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7.03 General Provisions

- A. Company at its sole discretion, after consideration of Applicant's electric requirements, will designate the class of service requested as Permanent, Indeterminate or Temporary in accordance with the definitions set forth herein.
- B. The determination of facility type and routing will be made by Company to be consistent with the characteristics of an Applicant's requirements and for the territory in which service is to be rendered and the nature of Company's existing facilities in the area.
- C. The facilities provided will be constructed to conform to the Electric Service Standards. Except as otherwise provided (Section 7.09 Excess Facilities), the type of construction required to serve the Applicant appropriately will be determined by Company.
- D. Facilities Extension Agreements will be based upon Company's Estimated Construction Cost for providing the facilities necessary to supply the service requested by Applicant. Company shall exercise due diligence with respect to providing the estimate of total costs to the customer. If it is necessary or desirable to use private, public and/or government rights-of-way to furnish service, Applicant may, at Company's discretion, be required to pay the cost of providing such rights-of-way. All Distribution Extensions, with the exception of service conduits, provided wholly, or in part, at the expense of an Applicant shall become the property of Company once approved and accepted by Company.
- E. Company shall construct, own, operate and maintain new overhead and/or underground feeder lines, service lines and related distribution system facilities only on or along public streets, roads and highways which Company has the legal right to occupy, and on or along private property across which right-of-ways and easements satisfactory to Company have been received.
- F. Rights-of-way and easements which are satisfactory to Company including those as may be required for street lighting, must be furnished by the Applicant in reasonable time to meet construction and service requirements and before Company shall be required to commence its installation; such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions, and graded to within six (6) inches of final grade by Applicant at no charge to Company. Such clearance and grading must be maintained by the Applicant during construction by Company. If the grade is changed subsequent to construction of the distribution system in such a way as to require relocation of any of the electric facilities, the estimated cost of such relocation shall be paid by the Applicant or its successors as a non-refundable Construction Charge

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7.03 General Provisions (Continued)

G. An additional Construction Charge shall be paid by the applicant to Company for any ditching required to be performed by Company due to soil conditions including, but not limited to, the presence of rock or other environmental issues which prevent the use of normal trenching and backfilling practices used in trenchable soil. The charge under this provision shall be the estimated trenching and backfilling costs to be incurred by Company including conduit or padding for feeder lines, if required, less the estimated cost of normal trenching and backfilling. Applicant may be required to perform said ditching.

7.04 Permanent Service

- A. Each application to Company for electric service of a permanent nature to premises requiring extension of Company's existing distribution facilities will be evaluated by Company in order that Company may determine the amount of investment (Construction Allowance) warranted by Company in making such extension. In the absence of special financing arrangements between the Applicant and Company, the Construction Charges as specified in the Facilities Extension Agreement shall be paid by the Applicant to Company before Company's construction commences.
- B. The Construction Charges may be refundable in part, or in their entirety, to the original Applicant during the Open Extension Period. The Facilities Extension Agreement, to be executed by Applicant and Company, shall outline the applicable refund mechanism as related to the performance required by Applicant. In no event shall refunds aggregate an amount greater than the Construction Charges. Refundable Construction Charges shall not accrue interest. No interest in any potential refunds may be assigned. Applicant shall be responsible for notifying Company within six (6) months time of qualifying permanent loads connected to Company's system. On a periodic basis, Company shall make the applicable refund(s) as specified in the Facilities Extension Agreement. No refunds will be made for performance after the Open Extension Period.
- C. Company will evaluate the feasibility of growth for an existing area when determining the amount of Construction Charges. Where sufficient growth is anticipated, the extension may be made without an additional charge or at a reduced rate.

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7.05 Indeterminate Service

- A. For all types of electric service of an indeterminate character, Applicant shall be required to pay to Company in advance of Company's construction all of the Estimated Construction Costs as Construction Charges as outlined in the Facilities Extension Agreement.
- B. The Construction Charges will be considered non-refundable unless, at the sole discretion of Company and upon written request of the Applicant, the Applicant is reclassified to Permanent Service during the Open Extension Period. In that event, the refund procedure applicable to Permanent Service Applicants will apply.
- C. Where the length or cost of an extension is so great and the anticipated revenue to be derived is so limited as to make it doubtful whether the necessary operating costs on the investment would be recovered an additional charge to Applicant may be required. The additional charge will cover the cost of insurance, cost of removal, license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses of such facilities.

7.06 Temporary Service

For electric service of a temporary nature, Applicant shall be required to pay to Company as non-refundable Construction Charges as outlined in the Facilities Extension Agreement an amount equal to the estimated net cost of installing, owning and removing the Distribution Extension including non-salvageable materials. Applicant shall pay Company before Company's construction commences. This classification does not include temporary meter sets furnished to service an Applicant's construction requirements. Such temporary service is normally a 40 Amp self-contained meter set.

7.07 Extension Upgrade

Where an electric distribution Extension Upgrade is required to serve a non-residential customer's load requirements, the Facilities Extension Agreement between Company and Applicant shall apply the Estimated Construction Costs, Construction Allowance, and Construction Charges provisions contained in this extension policy to the Extension Upgrade.

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7.08 Relocation or Conversion Request

An Applicant desiring to have Company's existing overhead facilities installed underground or to have existing overhead or underground facilities relocated may request Company to make such changes. If Company determines that such conversion or relocation can reasonably be made, Company will make such conversion or relocation on the following basis: The cost of removing and relocating such facilities, the related net cost of non-salvageable materials and the cost of any new facilities to be installed shall be paid by the Applicant as non-refundable Construction Charges as outlined in the Facilities Extension Agreement.

7.09 Excess Facilities Request

In those instances where Company chooses to provide facilities at Applicant's request in variance with the Electric Service Standards, Applicant shall be required to pay Company for the cost of such facilities, and to pay Company a Nonrefundable Construction Charge or a surcharge as outlined in the Facilities Extension Agreement. The charge is designed to recover the cost of insurance, replacement (or cost of removal); license and fees, taxes, operation and maintenance and appropriate allocable administrative and general expenses associated with such distribution facilities.

7.10 Applicability Limitation

The applicability of this extension policy is limited by the following conditions:

- A. Facilities Extension Agreement Not Timely Executed: Company's Estimated Construction Costs and Construction Charges requirements as calculated for each extension may become void, at Company's discretion, after 120 days from the time a proposed Facilities Extension Agreement is provided by Company to Applicant. If a Facilities Extension Agreement is not fully executed before that time, it may become necessary for new estimates to be made incorporating the then current construction costs and the terms and conditions of Company's extension policy as on file and in effect with the Commission at that time.
- B. Accurate Estimates Doubtful -- True-Up For Actual Costs: The Estimated Construction Costs will typically be the amount used in calculating the Construction Allowance and Construction Charges. In situations where the accuracy of the estimate is known to be highly uncertain, a true up to reflect actual costs at the Extension Completion date will be made. The intention to adjust the Estimated Construction Costs to reflect actual costs shall be specified and agreed to by both Applicant and Company in the Facilities Extension Agreement.

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

7.11 Summary Of Policy Administration

A. Company has segmented Applicants into the following general categories for administration of this Extension Policy and also requires Applicants to provide the specified facilities as referenced in the Electric Service Standards:

B. Residential Single Family

(1) Free of Charge - Basic Extension Request: All Applicants, classified as Permanent Service, will receive up to one-quarter (1/4) mile extension from the existing distribution lines. The extension may include provision to the Customer's property line, onto the Customers property, or a combination providing extension to the Customer's property line and onto the Customer's property.

The Company will build the first one-eighth (1/8) mile and the last one-eighth (1/8) mile of single-phase line per residential or rural residential customer under its established rates and minimum charges. In the event the line extension exceeds one-quarter (1/4) mile per residential or rural residential Customer, there shall be a monthly Customer Charge or an increase in the existing monthly Customer Charge. The amount of the Customer Charge or increase to an existing monthly Customer Charge may be paid in equal installments over sixty consecutive bills.

(2) Excess Charge - Non Basic Extension Request: Applicants requiring a Distribution Extension in excess of the basic installed facilities which are provided free of charge may incur a non-refundable construction charge as described below:

(a) Individual Projects: Projects defined as including at least one (1) and no more than four (4) residential dwelling(s). The applicable Construction Allowance will be subtracted from the Estimated Construction Costs for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant to Company. The cost of the distribution extension on public right-of-way will be included in the Estimated Construction Costs.

(b) Subdivision Projects: Projects defined as including five (5) or more residential dwellings. The Nonrefundable Construction Charge is calculated based on a per lot basis and is determined by subtracting the applicable standard Construction Allowance from the standard Estimated Construction Costs. Applicant will also be responsible for all Estimated Construction Costs related to the cost of connecting the subdivision project to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.

(c) Construction Allowance is set equal to the cost of facilities provided free of charge plus standard adders, determined from the feasibility model, based on the electric end-use and project type committed to by Applicant.

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RULES AND REGULATIONS ELECTRIC

7.11 Summary Of Policy Administration (Continued)

C. Residential Multi-Family or Residential Mobile Home Trailer Parks

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. Applicant will also be responsible for all Estimated Construction Charges related to the cost of connecting to Company's existing and adequate distribution facilities when the length is greater than 100 feet. Applicant will pay these costs to Company as a Nonrefundable Construction Charge.

D. Commercial or Industrial

All applicants, classified as permanent service, will have a Construction Allowance calculated per the feasibility model (Section 7.02 C. Construction Allowance) for the customized project. The Construction Allowance is subtracted from the Estimated Construction Cost for the Applicant's project in order to determine the Nonrefundable Construction Charge to be paid by Applicant. The cost of the Distribution Extension on public right-of-way is generally included in the Estimated Construction Cost except where the Applicant requires an extension other than a standard overhead extension. Where underground service on public right-of-way is required and agreed to by Company, the Applicant will be required to pay for the required facilities as either a Nonrefundable Construction Charge or as a surcharge on its monthly bill, at Company's discretion.

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EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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RULES AND REGULATIONS ELECTRIC

8. ELECTRIC POWER AND ENERGY CURTAILMENT PLAN

8.01 Anticipated Emergency

In the event of emergency conditions which may result in (a) an inability by the Company to meet all electric requirements of its customers, or (b) generating capability or transmission capability becoming insufficient to serve the load requirements of the Company or the interconnected systems of which the Company's system is a part, the Company may, upon direction by the Balancing Authority, implement an Emergency Energy Conservation Plan pursuant to this Rule 17. Notice by the Company to the Commission will take place as soon as practical.

The Company Emergency Energy Conservation Plan has been defined within a Load Management and Manual Load Shed Plan (Plan). The Plan complies with North American Electric Reliability Corporation (NERC) Standard EOP-011-1 concerning Emergency Operations and is reviewed by the regional transmission organization Reliability Coordinator for the interconnected systems of which the Company's system is a part.

8.02 Plan Components

The Company Plan includes the following:

- Defined Balancing Authority Operating Levels – regional transmission organization operating plans and NERC Energy Emergency Alert levels
- Defined Essential Services – critical circuits for the operation of the system and critical loads essential to the health, safety, and welfare of the communities the Company serves, exempt from the Plan, depending on the circumstances of the event and at the discretion of Company. Essential Services include national security sites, communications related to public safety or energy generation, natural gas facilities related to energy generation, major medical centers, and major regional airports.
- Emergency Alert Level Response Plans – defines actions to be taken under the various Energy Emergency Alert Levels. Actions may include operational changes, load curtailments, communications and the initiation of other related Company emergency plans
- Manual Load Shed Plan – defines actions to be taken in response to load shed orders from the regional transmission organization Balancing Authority
- Transmission Emergency Load Shed Plan – defines actions to be taken to relieve transmission overload condition(s) or low voltage conditions.

This Plan does not cover all possible emergency conditions which may arise including underfrequency conditions, and it is not intended to prevent the Company from exercising its authority when, in the judgment of personnel implementing the plan, other such actions are required.

January 9, 2023

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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RULES AND REGULATIONS ELECTRIC

8.03 Customer Notification

The Company will give prompt notice to its customers of the implementation of this Emergency Energy Conservation Plan by appropriate releases to the news media and, to the extent practical and in accordance with procedures deemed appropriate by the Company, by direct contact (telephonic, written or personal) with its large commercial and industrial customers who will be advised that this Emergency Energy Conservation Plan has been implemented by the Company.

8.04 Daily Monitoring

Upon implementation by the Company of its Emergency Energy Conservation Plan under this Rule, the Company will follow the direction of the regional transmission organization Balancing Authority to continue the Emergency Energy Conservation Plan. The Company will notify the Commission and its customers when it intends to end actions taken under the Emergency Energy Conservation Plan.

8.05 Liability of Company

Disruptions in service consistent with this Emergency Energy Conservation Plan shall not be considered inconsistent with the Company's rules regarding Supplying and Taking of Service contained at Sheet R-22, paragraph 3.01 A.

8.06 Plan Maintenance

The Company shall review the Plan regularly and if revised, will submit the Plan to the regional transmission organization Reliability Coordinator as required for NERC compliance. After Reliability Coordinator review is complete, the Company will make the revised Plan available to Commission Staff.

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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For All Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9. PROMOTIONAL PRACTICES

- 9.01 Fuel Cost Comparisons – Company assists customers and prospective customers in evaluating the optional energy to be used for any particular application.
- 9.02 Equipment Selection - Company provides customers and prospective customers with educational information on the latest technical improvements in electric equipment.
- 9.03 Energy Consulting - Company provides customers, prospective customers, suppliers or other interested parties with technical information.
- 9.04 Reserved for future use.
- 9.05 Reserved for future use.
- 9.06 Reserved for future use.

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9. PROMOTIONAL PRACTICES

9.07 INCOME-ELIGIBLE WEATHERIZATION

A. PURPOSE:

This voluntary program is intended to assist residential customers in reducing their energy usage by weatherizing the homes of qualified customers.

B. AVAILABILITY:

This program is available beginning on January 1, 2016 to any customer currently receiving service under any residential rate schedule, and who also meets the additional customer eligibility requirements defined in the agreement between Evergy (Company) and the Social Service Agency.

C. PROGRAM PROVISIONS:

The program will be administered by any Missouri-based Social Service Agencies that are directly involved in qualifying and assisting customers under this program.

Company funds provided to Missouri-based Social Service Agencies under this tariff are not subject to the weatherization guidelines of the United States Department of Energy, and may be utilized by agencies for necessary upgrades to allow for weatherization of properties, such as hazardous or health concerns; regardless of date-last weatherized considerations, as long as they satisfy Company established guidelines.

Company funds cannot be used for administrative costs except those incurred by the Social Service Agency that are directly related to qualifying and assisting customers under this program. The total amount of reimbursable fees, to include administrative fees and program direct service fees, shall not exceed 30% of the total program funds that are utilized by the Social Service Agency within a program year. Allowable reimbursable fees shall be defined in the agreement between Evergy and the Social Service Agency which may include, but not limited to marketing, employee training, new hires and/or maintaining existing employees to perform weatherization services.

At the end of each program year, Company will utilize the existing rollover process for unspent funds.

The total amount of grants offered to a qualifying customer will be defined in the agreement between Evergy and the Social Service Agency using established criteria for Income-Eligible Weatherization. The average expenditure per customer in each program year is not subject to the Adjusted Average Expenditure Limit for weatherization determined by the U.S. Department of Energy (DOE) that is applicable for the month that the weatherization is completed.

Agency funding allocations are listed on Evergy's website, www.evergy.com.

D. CUSTOMER ELIGIBILITY:

The Social Service Agency will determine an Applicant's eligibility for Income-Eligible Weatherization using the following criteria: the customer meets the eligibility requirements set forth in the U.S. DOE guidelines, or may elect to use the U.S. Department of Health & Human Services (HHS) LIHEAP criteria of state-median income. In addition, applicant must meet other eligibility requirements defined in the agreement between Evergy and the Social Service Agency.

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9. PROMOTIONAL PRACTICES

9.08 Reserved for future use.

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RULES AND REGULATIONS ELECTRIC

9. PROMOTIONAL PRACTICES

9.09

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9. PROMOTIONAL PRACTICES

9.10

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9. PROMOTIONAL PRACTICES

9.11

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9. PROMOTIONAL PRACTICES

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9. PROMOTIONAL PRACTICES

9.15

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9. PROMOTIONAL PRACTICES

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

9.17 Economic Relief Pilot Program

A. PURPOSE:

The Economic Relief Pilot Program (ERPP) offered by the Company provides an opportunity to relieve the financial hardship experienced by some of our customers. Through this three (3) year pilot we shall endeavor to insure this program is a valuable and viable program for customers.

B. APPLICATION:

This ERPP is applicable to qualified customers for residential service. The ERPP will, on a pilot basis, provide participants with a fixed credit on their monthly bill (ERPP credit), for a period up to 12 months from the billing cycle designated by the Company as the participant's first month until the billing cycle designated as the participant's last for ERPP. At the end of the 12 month period, a customer may reapply to participate further in the program through the term of the pilot program.

C. DEFINITIONS:

Qualified Customer – A Customer receiving residential service who is classified as low-income by the Missouri Department of Social Service criteria, and whose annual household income is no greater than 200% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Services under the authority of 42 U.S.C. 9902 (2).

Applicant – A Qualified Customer who submits an ERPP application form for the ERPP credit.

Participant – An Applicant who agrees to the terms of the ERPP and is accepted by the Company.

Program Funds – annual ratepayer funding for the ERPP is \$394,009. Ratepayer funding shall be matched dollar for dollar by the Company. The \$788,019 annual sum of ratepayer funding and Company matching funds shall be the "program funds".

Agencies- The social service agencies serving the Company's service territory that qualify and assist ERPP customers pursuant to written contract between the Company and the Agencies.

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RULES AND REGULATIONS ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

D. AVAILABILITY:

Service under this rate schedule shall be available to participants in the Company's service area limited to the available funds and who satisfy the following eligibility requirements:

1. Participant must be a customer receiving residential service under the Company's Residential Tariffs.
2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than two hundred percent (200%) of the federal poverty level.
3. Participants who have outstanding arrearages will enter special pay agreements as mutually agreed to by both the Participant and the Company.
4. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that are later made public will not be associated with the participant's name.
5. Any provision of the Company's rules and regulations applicable to the Company's Residential Tariffs also apply to ERPP participants.
6. Participants will not be subject to late payment penalties while participating in the program.

E. ENERGY ASSISTANCE:

1. Participants who have not previously completed an application for a LIHEAP ("Low-Income Home Energy Assistance Program") grant agree to apply for a LIHEAP grant when such grants become available. The Company, through the Agencies, shall assist ERPP participants with completion of LIHEAP application forms when such assistance is requested.
2. Applicants agree to apply for weatherization assistance, if eligible, and for any other available energy assistance programs.

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1200 Main, Kansas City, MO 64105

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 2nd Revised Sheet No. R-62.17
Canceling P.S.C. MO. No. 1 1st Revised Sheet No. R-62.17
For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

F. CREDIT AMOUNT:

Participants shall receive the available ERPP credit for so long as the participant continues to meet the ERPP eligibility requirements and reapplies to the program as required.

Participants shall receive the ERPP credit in the amount of each participant's average bill for the most recent 12 months bills, not to exceed \$65 per month. The credit amount will be determined by the Company at the time of enrollment.

G. DISCONTINUANCE AND REINSTATEMENT:

The Company will discontinue a participant's ERPP credit for any of the following reasons:

1. If the Company, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to the Company asking that the ERPP credit be discontinued.
3. If the participant does not conform to the Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant has service discontinued.

Reinstatement of the ERPP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

H. MISAPPLICATION OF THE ERPP CREDIT:

Providing incorrect or misleading information to obtain the ERPP credit shall constitute a misapplication of the ERPP credit. If this occurs the Company may discontinue the ERPP credit and rebill the account for the amount of all ERPP credits received by the participant. Failure to reimburse the Company for the misapplication of the ERPP credits may result in termination of customer's electric service pursuant to the Company's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

I. OTHER CONDITIONS:

The ERPP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this experimental program.

Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

The Company will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

The Company shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

The pilot program may be evaluated in any Company rate or complaint case. The evaluation shall be conducted by an independent third party evaluator under contract with the Company, that is acceptable to the Company, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

If any program funds in excess of actual program expenses remain at the end of the ERPP program, they shall be made available for future ERPP expenditures until exhausted.

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JE-2017-0232

RULES AND REGULATIONS
ELECTRIC

9.18 Solar Photovoltaic Rebate Program

PURPOSE

The purpose of this Solar Photovoltaic Rebate Program (Schedule SR or Program) is to implement the solar rebate established through §393.1670 RSMo and to establish the terms, conditions and procedures which the Company will rely on in accepting rebate applications and authorizing rebate payments to eligible participants for a qualifying solar electric system.

AVAILABILITY

As of December 9, 2022, the Company has received and funded applications equal to the aggregate level of \$8,000,000. No additional rebates will be offered to customers under this program at this time.

Except as otherwise provided herein, the Program is available to any Customer that qualifies as a Customer-Generator under the Company's Net Metering Interconnection Agreement tariff, the Company's Cogeneration tariff, or under any other facilities interconnection agreement and is currently receiving service under any generally available retail rate schedule. Funds for the Program will be limited by the Company based on the limits of §393.1670, RSMo, and Net Metering Interconnection Agreement or Cogeneration tariff.

Details concerning the current Rebate Offer levels are posted on the Company's website at www.evergy.com and will be updated monthly.

Retail customers (customer) of Company are eligible for the solar rebate with the following limitations and conditions:

1. The customer must be an active account on the Company's system.
2. The System must be permanently installed on the customer's premise.
3. The customer must declare the installed System will remain in place on the account holder's premise for a minimum of ten (10) years.
4. The solar modules and inverters shall be new equipment and include a manufacturer's warranty of ten (10) years.
5. Customers who seek to install and interconnect Solar Electric Systems may be eligible to receive a rebate based on the size of the new or expanded system up to a maximum of twenty-five (25) kilowatts (kW) per residential account and up to a maximum of one hundred fifty (150) kW per non-residential account.
6. The System or expansion of an existing System must not become operational until after December 31, 2018 and must become operational on or before December 31, 2023.
7. The System shall meet all requirements of either: a) Net Metering Interconnection Application Agreement or b) Cogeneration Purchase Schedule.
8. The system must include a "Grid Support Utility Interactive Inverter" or inverters from Go Solar California's approved list.
9. The System must be situated in a location where a minimum of eighty-five percent (85%) of the solar resource is available to the System.

May 12, 2023

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 3rd
Canceling P.S.C. MO. No. 1 2nd

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Revised Sheet No. R-62.20

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 Solar Photovoltaic Rebate Program (Continued)

DEFINITIONS

Business Social Service Program - Non-profit businesses that receive general electric service and are primarily used for low-income public social services such as food banks, food pantries, soup kitchens, homeless shelters, employment services, worker training, job banks and child care or otherwise determined by the Company.

Completion Requirements – All System installation and final documentation requirements as defined on Company's website www.kcpl.com for an Interconnection Application and Solar Rebate Application provided to Company including but not limited to the System installation date, all required signatures, approval of the local inspection authority having jurisdiction (if applicable), and System photo(s).

Interconnection Application – Section A. through Section H. where applicable in the "Net Metering Interconnection Application Agreement" which can be obtained from Company's website www.kcpl.com.

Operational Date – The date that the Company installs a bi-directional meter and/or permits parallel operation of the System with Company's electrical distribution system in accordance with Company's Net Metering Agreement or Cogeneration Agreement and respective tariffs.

Qualification Date – The date and time that determines a customer's relative position in the Reservation Queue and is recorded when all Solar Rebate Application information has been entered into the online portal and the Solar Rebate Application is accepted by Company. The Qualification Date for paper or email copies of Solar Rebate Application information received by Company will be based on when the information is manually entered by Company into the online portal.

Rebate Offer – Company's written communication to customer, by letter or email, confirming that solar rebate funding is available for a Solar Rebate Application submitted by customer.

Reservation Queue – The list of all accepted Solar Rebate Applications that have been received by Company which have not received a Rebate Offer and have not expired and have not been paid a Solar Rebate.

Solar Rebate Application – Basic customer and System information necessary to receive approval of a Rebate Offer from Company as defined on Company's website www.kcpl.com provided to Company including but not limited to accurate account number, name and service address matching customer billing information, all fields of the Solar Rebate Application, and for accounts not receiving service under a residential rate, a taxpayer information form from the customer.

System – Qualifying solar electric system.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 1st
Canceling P.S.C. MO. No. 1

Revised Sheet No. R-62.21
Original Sheet No. R-62.21

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 Solar Photovoltaic Rebate Program (Continued)

REBATE RATE SCHEDULE

Subject to the Availability and other provisions of this Program, Systems will be eligible for a solar rebate according to the following schedule:

Application Received on or After:	Operational:	Rebate Rate per Watt
October 15, 2018	June 30, 2019 or before	\$0.50
October 15, 2018	On July 1, 2019 through December 31, 2023	\$0.25
October 15, 2018	January 1, 2024 or after	\$0.00

If a customer has satisfied all of the System Completion Requirements by June 30th, 2019 or by December 31, 2023, but the Company is not able to complete all of the Company's steps needed to establish an Operational Date on or before the respective dates, the rebate rate will be determined based on the date the Completion Requirements were met by customer. If it is subsequently determined that the customer or the System did not satisfy all Completion Requirements on or before the respective date, the rebate rate will be determined based on the Operational Date.

REBATE PAYMENT PERIODS AND FUNDING LEVELS

Rebate applications will be approved on a first-come, first-served basis. Any rebate applications that are received but not approved due to Program funding limitations will be placed in the Reservation Queue and considered eligible for solar rebates should program funding become available. Company will not be obligated to make Rebate Offers exceeding \$8.0 million cumulatively over the five (5) calendar years 2019-2023.

The Company will reserve \$500,000 of available solar rebates for Customers that qualify under the definition of Business Social Service Programs until June 30, 2020. At that time any portion remaining will be made available to all Customers.

SOLAR REBATE APPLICATION, QUALIFICATION DATE & REBATE COMMITMENT

All Customers may submit applications beginning October 15, 2018 at 8:00 AM CST on a first come, first-served basis.

Only one (1) Solar Rebate Application may be active for an account at any time. The capacity of a Solar Rebate Application may be revised lower but may not be increased. Either an increase in the capacity of an existing Solar Rebate Application or the submission of a new Solar Rebate Application will automatically cancel any previous Solar Rebate Application for the account. The online portal will attempt, to the extent practical, to alert the customer or developer that the action being taken will generate a new Qualification Date and cancel any existing Qualification Date before accepting the Solar Rebate Application and assigning a new Qualification Date.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 Solar Photovoltaic Rebate Program (Continued)

SOLAR REBATE APPLICATION, QUALIFICATION DATE & REBATE COMMITMENT (Continued)

A Solar Rebate Application and an Interconnection Application do not need to be submitted at the same time. A Rebate Offer can be made by Company without an Interconnection Application having been previously submitted. Customers or developers submitting Interconnection Applications prior to Company accepting Solar Rebate Applications may submit a Solar Rebate Application provided the System did not and does not have an Operational Date on or before December 31, 2018. Customers who receive a rebate offer from the Company will be required to submit an applicable interconnection agreement or make request for a facilities interconnection agreement within ninety-days of receiving a rebate offer. Failure to do so will result in the withdrawal of the rebate offer. Any customer who has their rebate withdrawn will be required to resubmit a rebate application.

Company will only make a Rebate Offer to a customer that has been assigned a Qualification Date. At the time that a Solar Rebate Application is accepted by Company, Company will notify the customer and developer in writing, by letter or email, that:

1. Solar rebate funds have been committed for their System, or
2. The solar rebate funds are fully subscribed and their Solar Rebate Application has been placed in the Reservation Queue.

To the extent possible, Company will also provide an "instant" notification of the above at the time the Solar Rebate Application is received.

A Solar Rebate Application will expire twelve (12) months after it has been accepted by Company if a Rebate Offer has not been made by Company.

A Rebate Offer will expire if the System has not met all Completion Requirements upon the earlier of:

1. Twelve (12) months from the date of the Rebate Offer, or
2. December 31, 2023.

SOLAR RENEWABLE ENERGY CREDIT (S-REC)

For rebates paid on and after January 1, 2019 and as a condition of receiving a rebate, customers shall transfer to the electric utility all right, title, and interest in and to the renewable energy credits associated with the new or expanded solar electric system that qualified the customer for the solar rebate for a period of ten years from the date the electric utility confirmed that the solar electric system was installed and operational.

The number of S-RECs produced annually by the System will be determined by the Company using PVWatts software developed by the U.S. Department of Energy (DOE) with the result rounded to the tenths digit.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1

Original Sheet No. R-62.23

Canceling P.S.C. MO. No. _____

Sheet No. _____

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 Solar Photovoltaic Rebate Program (Continued)

SOLAR ELECTRIC SYSTEM INTERCONNECTION AND INSPECTION

Interconnection of the Solar Electric System shall be made under the Net Metering Interconnection Agreement tariff, the Company's Cogeneration Purchase Schedule, as approved by the Commission for customer-owned renewable generation or under any other facilities interconnection agreement. The Solar Electric System shall meet all of the requirements of applicable tariffs and agreements to be considered for rebate under this Program.

The Company reserves the right to physically audit Customer owned Solar Electric Systems for which it has paid a rebate, at any reasonable time, with prior notice of at least three (3) business days provided to the Customer.

SOLAR REBATE APPLICATION

Customer-Generator's Name: _____

Customer-Generator's Address: _____

Customer-Generator's Account #: _____

Property Owner (if different from above):

Qualification as a Business Social Service (if applicable): _____

Installer (if applicable): _____

Generator System Size (kW DC): _____

Interconnection Type (select one):

Net Metered (≤ 100 kW DC) Cogeneration (≤ 100 kW DC) Facilities Interconnection (> 100 kW DC)

Expected Operational Date: _____

Tax Identification Number (if applicable): _____

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1
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Original Sheet No. R-62.24
Sheet No. _____

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 Solar Photovoltaic Rebate Program (Continued)

Solar Rebate Declaration

I understand by signing this Solar Rebate Application that I am not guaranteed a solar rebate. I understand that this program, and the rebates to be paid out, are available on first-come, first-served basis and that the rebate is paid out in accordance with the aforementioned rebate schedule. I understand that failure to meet the schedules in this tariff may result in a reduced rebate total or no rebate even if an application had been approved. I understand I may receive an IRS Form related to my rebate amount, if approved (Please consult your tax advisor with any questions.)

I understand that as a condition of receiving a solar rebate, I am transferring to GMO, all rights, title, and interest in and to the solar renewable energy credits (SRECs) associated with the new or expanded solar electric system that qualified the customer for the solar rebate for a period of ten years (10) from the date GMO confirmed that the solar electric system was installed and operational. I understand that, for systems of ten kilowatts (10 kW DC) or greater, a notarized affidavit must be provided to GMO, in addition to this declaration, before GMO will make a rebate payment.

I understand that the System must be permanently installed on the applicant's premises, remain in place for a minimum of 10 years and the system shall be situated in a location where a minimum of eighty-five percent (85%) of the solar resource is available to the solar system for a valid application. In addition, the following required documents to receive a solar rebate are to be attached OR provided before GMO authorizes the rebate payment:

- Copies of detail receipts/invoices with purchase date circled
- Copies of detail spec sheets on each component
- Copies of proof of warranty sheet (minimum of ten (10) year warranty)
- Photo(s) of completed system
- Completed Taxpayer Information Form
- Customer Affidavit

I understand the equipment must be new when installed, commercially available, and carry a minimum 10-year warranty.

I understand the DC wattage rating provided by the original manufacturer and as noted in section H of the Net Metering Interconnection Application Agreement will be used to determine rebate amount.

The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all applicable tariff and Program requirements.

Customer-Generator's Name: _____

Customer-Generator's Signature: _____

Date: _____

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1
Canceling P.S.C. MO. No. _____

Original Sheet No. R-62.25
Sheet No. _____

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 Solar Photovoltaic Rebate Program (Continued)

Solar Rebate Affidavit (Required For Solar Installations only)

I _____, certify that I am the Customer-Generator and the Solar system installed matches the design submitted.

Customer has the legal right and authority to transfer the Solar Energy Renewable Credits ("SRECs") to the Company, the SRECs were derived from a Missouri eligible technology, the SRECs being transferred to the Company have not been sold or promised for sale to any other party, nor have they been used to meet the requirements of any other local or state mandate; and 3) the SRECs will not be offered for sale or sold to any other party for ten years from the system operational date.

The undersigned warrants, certifies, and represents that the information provided in this form is true and correct to the best of my knowledge; and the installation meets all Missouri Net Metering and Solar Electric Rebate program requirements.

IN WITNESS WHEREOF, I HAVE EXECUTED THIS DOCUMENT ON BEHALF
OF _____ ON THIS _____ DAY OF _____ 20__

Name

Title

Company Name

Subscribed and sworn to before me, a notary public, by the above named affiant this _____
Day of _____.

Notary Public

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1

Original Sheet No. R-62.26

Canceling P.S.C. MO. No. _____

Revised Sheet No. _____

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.19 CRITICAL NEEDS PROGRAM

PURPOSE:

The Critical Needs Program (the “Program”) is a three-year pilot program designed to promote and finance a community-based information resource network and program staff that will identify and direct customers with critical medical needs to resources that will help customers:

- Maintain or restore utility services
- Avoid negative impacts on residents with serious medical conditions
- Address build-up of utility arrears
- Provide a streamlined process to complementary services

The Program will provide outreach and training to community stakeholders that will allow them to identify individuals that are in critical medical need for assistance and refer such individuals to available assistance resources.

ELIGIBILITY:

This program shall be available to all residential customers who meet the definition of Critical Medical Need as verified by a certified medical professional.

DEFINITIONS:

Critical medical need – a situation, as verified by a certified medical professional, where loss of electric service may aggravate an existing cognitive issue, serious illness or may prevent the use of life-support equipment.

Critical Medical Need Agency – a community agency, either a local private or non-profit organization, designated by the Company to enroll customers in the Critical Medical Need Pilot Program within their area.

TERM:

The Program shall be available to qualifying customers for a period of three (3) years commencing when the first funding is released to one (1) or more Critical Medical Need agency/agencies. The Company may expand the program as needed and adjust eligibility definitions as needed.

FUNDING:

The Critical Needs program will be funded through an equal sharing of costs between ratepayers and shareholders for a minimum of three years at a total of \$300,000 per year. Funding will also be used to support program administration. Any unspent funding allocated for the Critical Medical Needs Program in a given program year, may be used towards the Company’s other bill assistance programs or allocated to another rate jurisdiction with a higher demand for the Critical Needs Program.

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.18 CRITICAL NEEDS PROGRAM (Continued)

BENEFITS:

Customer accounts identified as critical needs will not be eligible for disconnection for thirty (30) days or longer as designated by the Company. Eligible residential customers will also receive information on the Company's Average Payment program, Medical Program, Economic Relief Pilot program and additional programs, if eligible, as deemed appropriate by the Company. Any member of the household with a verified Critical Medical Need may be eligible for extension to secure payment for utility service or make alternate payment arrangements.

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EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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Revised Sheet No. _____

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

9.20 REHOUSING LOW-INCOME PILOT PROGRAM

PURPOSE:

The purpose of the Rehousing Low-Income Pilot Program (Program) is to help electric customers enter into stable housing by providing additional resources to those meeting the eligibility requirements while also assessing the delivery methods used in the Program and the impacts on revenues and costs. This Program is provided pursuant to the Stipulation and Agreement approved by the Missouri Public Service Commission (MoPSC) in Case No. ER-2022-0129.

ELIGIBILITY:

The Program shall be available to residential customers who have received service under or qualify for any of the Residential rate options offered by the Company, are income eligible and who have been homeless, spent time in a homeless shelter or transitional housing in the past year as identified by a Rehousing or Housing Services Agency. The customer should be ready to start new service with Evergy.

DEFINITIONS:

Rehousing Agency or Housing Services Agency – Either a local private or a non- profit organization designated by Company to enroll customers in the Rehousing Low-Income Pilot Program within their area.

TERM:

The Program shall be available to qualifying customers for a period of three (3) years commencing when the first funding is released to one (1) or more Rehousing Agency(s).

A customer may only receive assistance once from the Rehousing Program. If a customer willingly discontinues service with Evergy, any remaining Rehousing Program credit will go back to the company to be reallocated to another eligible customer.

PROVISIONS:

Pursuant to the Stipulation and Agreement in File No. ER-2022-0129 the Program will be funded by an equal sharing of costs between ratepayers and shareholders for a minimum of three years at a total of \$250,000 per utility with the first year contributions prorated for the months remaining in the year. Funding will also be used to support program administration.

Funds will be administered through the Rehousing or Housing Services Agencies with which Company has established relationships and which are positioned to administer the Program or are willing to do so.

Rehousing Agencies may give priority to veterans of U.S. armed services or disabled individuals.

Program funds will only be used after a customer has received any available LIHEAP funding in which they may qualify. Program funds can also be used to support Agency staffing to administer the funds.

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

17. REHOUSING LOW-INCOME PILOT PROGRAM (Continued)

Up to \$1,000 will be available for any eligible customer with total participation not to exceed the annual funding level. Program funds may be used to satisfy one or any combination of the following items associated with electric service Previously provided to the customer:

- bad debt associated with a prior residential account,
- previously assessed late payment charges,
- bill amounts associated with past unauthorized residential use,
- up to one (1) previously assessed diversion fee and/or
- future energy bill payment.

A customer that qualifies for this Program shall not be assessed a deposit as a condition of initial service. The Company may reallocate funds to other assistance programs or rate jurisdictions that may have a higher level of demand for the program.

Program funds may not be used to satisfy a deposit requirement and it is reasonable for Company to not assess a deposit for initial service for this pilot Program.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 8th Revised Sheet No. R-63
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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.01 BUSINESS DEMAND-SIDE MANAGEMENT

PURPOSE:

The Business Demand-Side Management (DSM) Programs (Programs), which consist of six programs, are designed to encourage business customers to proactively use energy in such a way as to reduce consumption of electricity, or to shift consumption from times of peak demand to times of non-peak demand.

These Programs are offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act or MEEIA) and the Commission's rules to administer MEEIA.

AVAILABILITY:

Except as otherwise provided in the terms governing a particular program, these Programs are available to any of Evergy Missouri West's customers served under GS, SGS, LGS or LPS rate schedules. The Programs (with the exception of Business Demand Response) are not available to customers electing to opt-out of DSM program funding under 4 CSR 240-20.094(7). Monetary incentives that otherwise would be payable under a program are not available to those that have received a state tax credit under sections 135.350 through 135.362, RSMo, or under sections 253.545 through 253.561, RSMo. As provided for in the Commission's rules, customers shall attest to non-receipt of any such tax credit and acknowledge that the penalty for a customer who provides false documentation is a class A misdemeanor.

A customer may elect not to participate (opt-out) in an electric utility's DSM programs under 4 CSR 240-20.094(7) if they:

- Have at least one account with a demand of 5,000 kW in the previous 12 months with that electric utility, or;
- Operate an interstate pipeline pumping station, or;
- Have multiple accounts with aggregate coincident demand of 2,500 kW in the previous 12 months with that utility and have a comprehensive demand-side or energy efficiency program with achieved savings at least equal to those expected from the utility-provided programs.

A customer electing to opt-out must provide written notice to the electric utility no earlier than September 1 and not later than October 30 to be effective for the following calendar year, but shall still be allowed to participate in interruptible or curtailable rate schedules or tariffs offered by the electric utility.

Unless otherwise provided for in the tariff sheets or schedules governing a particular program, customers may participate in multiple programs, but may receive only one Incentive per Measure.

The Company reserves the right to discontinue the entire MEEIA cycle 3 portfolio, if the Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission.

January 1, 2020

Issued: December 16, 2019
Issued by: Darrin R. Ives, Vice President

Effective: ~~January 15, 2020~~

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West For Missouri Retail Service Area
KANSAS CITY, MO 64106

RULES AND REGULATIONS
ELECTRIC

10.01 BUSINESS DEMAND SIDE MANGEMENT

(continued)

DEFINITIONS:

Unless otherwise defined, terms used in tariff sheets or schedules in Section 10 have the following meanings:
Applicant – A customer who has submitted a program application or has had a program application submitted on their behalf by an agent or trade ally.

Demand-Side Program Investment Mechanism (DSIM) – A mechanism approved by the Commission in Evergy Missouri West’s filing for demand-side programs approval in Case No. EO- 2019-0133.

Business Program- An energy efficiency program that is available to a customer receiving electric service under Service Classifications Small General Service Rate, Large General Service Rate, Large Power Service Rate.

Deemed Savings Table- A list of measures derived from the Company’s filed TRM that characterizes associated gross energy and demand savings with specific measure parameters where available.

Energy Efficiency - Measures that reduce the amount of electricity required to achieve a given end use.

Incentive – Any consideration provided by Company directly or through the Program Administrator, including in the form of cash, bill credit, payment to third party, or public education programs, which encourages the adoption of Measures.

Long-Lead Project- A project committed to by a Customer, accepted by the Company, and a signed commitment offer received by the program administrator by December 31, 2024, according to the terms and implementation of the MEEIA 2020-2023 Energy Efficiency Plan that will require until a date after December 31, 2024, but no later than December 31, 2025, to certify completion.

Measure – An end-use measure, energy efficiency measure, and energy management measure as defined in 4 CSR 240-22.020(18), (20), and (21).

Participant – An energy related decision maker who implements one or more end use measures as a direct result of a demand side program.

Program Administrator – The entity selected by Company to provide program design, promotion, administration, implementation, and delivery of services.

Program Partner – A retailer, distributor or other service provider that Company or the Program Administrator has approved to provide specific program services through execution of a Company approved service agreement.

Program Period – The period from January 1, 2020 through December 31, 2024 unless sooner terminated under the TERM provision of this tariff. Programs may have slightly earlier termination dates for certain activities, as noted on the Company website – www.evergy.com.

Project – One or more Measures proposed by an Applicant in a single application.

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1 7th Revised Sheet No. R-63.01.1
Canceling P.S.C. MO. No. 1 6th Revised Sheet No. R-63.01.1
For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

10.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

Total Resource Cost (TRC) Test – A test of the cost-effectiveness of demand-side programs that compares the avoided utility costs to the sum of all incremental costs of end-use measures that are implemented due to the program (including both Company and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

Trade Ally- An independent contractor that the Company or the Program Administrator has approved to provide specific program services through execution of a Company approved service agreement.

Measure Benefit/Cost Test – Each non-prescriptive Project must pass the Total Resource Cost Test by having a value of 1.0 or greater. Total Resource Cost Test value equals the present value of the benefits of each Measure over the useful life of each Measure divided by the incremental cost to implement the Project Measures. The benefits of the Measure include the Company’s estimated avoided costs.

TERM:

These tariff sheets and the tariff sheets reflecting each specific Business DSM program shall be effective until December 31, 2024, with the exception of the Business Process Efficiency and the Business Smart Thermostat Program which will terminate on December 31, 2022, unless another termination date is approved by the Commission.

If the Programs are terminated prior to the end of the Program Period, only Incentives for qualifying Measures that have been installed prior to the Programs’ termination will be provided to the customer.

DESCRIPTION:

The reduction in energy consumption or shift in peak demand will be accomplished through the following Programs:

- Business Energy Efficiency Rebates - Custom
- Business Energy Efficiency Rebates - Standard
- Business Demand Response

In addition, Evergy Missouri West customers also have access to the Online Business Energy Audit as well as a Free on-site energy assessment with detailed report outlining energy efficiency opportunities, potential energy savings and incentives.

Program details regarding the interaction between Company or Program Administrators and Participants, such as Incentives paid directly to Participants, available Measures, availability of the Program, eligibility, and application and completion requirements may be adjusted through the change process as presented below. Those details, additional details on each Program, and other details such as process flows, application instructions, and application forms will be provided by the Company website, www.evergy.com.

CHANGE PROCESS:

The change process is applicable to changes in program detail regarding the interaction between Company or Program Administrators and Participants, and excludes changes to the ranges of Incentive amounts for each Measure.

- 1) Identify need for program detail change regarding the interaction between Company or Program Administrators and Participants;
- 2) Discuss proposed change with Program Administrator;
- 3) Discuss proposed change with Evaluator;
- 4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 5th
 Canceling P.S.C. MO. No. 1 4th

Revised Sheet No. R-63.01.2
 Revised Sheet No. R-63.01.2

Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.01 BUSINESS DEMAND-SIDE MANAGEMENT

(continued)

- 5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy are informed and provided the above referenced analysis.
- 6) Take timely received recommendations into account and incorporate them where Company believes it is appropriate to do so;
- 7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;
- 8) Make changes to forms and promotional materials;
- 9) Update program website;
- 10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2019-0133; and
- 11) Inform Customer, trade allies, etc.

Evergy Missouri West will also continue to discuss and provide information on ongoing Program and Portfolio progress at quarterly regulatory advisory group update meetings.

PROGRAMS' ANNUAL ENERGY AND DEMAND SAVINGS TARGETS:

Note that targeted energy and demand savings may be shifted between Programs depending on market response, changes in technology, or similar factors. These targets are based on savings at customer meters (excluding transmission and distribution line losses). No targets were set for PY2024, only budgets.

	Sum of Annual by Program			
	2020	2021	2022	Total (2020-2022)
Business Standard	13,647,812	16,447,377	16,551,009	46,646,198
Business Custom	2,663,601	3,676,320	3,676,320	10,016,241
Business Process Efficiency	3,618,889	7,639,682	9,212,103	20,470,674
Business Demand Response	0	0	0	0
Business Smart Thermostat	28,368	56,736	85,104	170,208
Total	19,958,670	27,820,115	29,524,536	77,303,321

Earnings Opportunity targets are set forth in Evergy Missouri West's Schedule DSIM, Sheet No. 138.18, as approved in Case No. EO-2019-0133.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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 Canceling P.S.C. MO. No. 1 4th Revised Sheet No. R-63.02

Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.01 Business Demand-Side Management

(continued)

	Expected Annual kW Demand Savings Target Customer Side of Meter			Sum of Annual by Program
	2020	2021	2022	
Business Standard	2,161	2,653	2,700	7,514
Business Custom	423	582	582	1,587
Business Process Efficiency	31	87	109	227
Business Demand Response	49,488	52,092	54,834	156,414
Business Smart Thermostat	207	415	622	1,244
Total	52,309	55,829	58,848	65,4065

Earnings Opportunity targets are set forth in Evergy Missouri West's Schedule DSIM, Sheet No. 138.18, as approved in Case No. EO-2019-0133.

PROGRAM COSTS AND INCENTIVES:

Costs of and Incentives for the Business DSM Programs reflected herein shall be identified in a charge titled "DSIM Charge" appearing as a separate line item on customers' bills and applied to customers' bills as a per kilowatt-hour charge as specified in the GS, SGS, LGS or LPS rate schedules. All customers taking service under said rate schedules shall pay the charge regardless of whether a particular customer utilizes a demand-side program available hereunder, unless they have opted-out as provided for previously.

PROGRAM DESCRIPTIONS:

The following pages contain other descriptions and terms for the Programs being offered under this tariff.

CHANGES IN MEASURES OR INCENTIVES:

Evergy Missouri West may offer the Measures contained in Company's filing approved in Case No. EO-2019-0133. The offering of Measures not contained within the aforesaid filing must be approved by the Commission. Measures being offered and Incentives available to customers will be listed on Company's website, www.evergy.com. The Measures and Incentives being offered are subject to change. Customers must consult www.evergy.com for the list of currently available Measures. Should a Measure or Incentive offering shown on Company's website differ from the corresponding Measure or Incentive offering shown in the currently effective notice filed in Case No. EO-2019-0133, the stated Measure or Incentive offering as shown in the currently effective notice shall govern.

January 01, 2023

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

10.02 ONLINE BUSINESS ENERGY AUDIT

PURPOSE:

This program provides business customers access, through www.evergy.com, to analyze the energy efficiency of their businesses, educational materials regarding energy efficiency and conservation, and information on Evergy's other demand-side management programs.

AVAILABILITY:

This program is available during the Program Period and is voluntary and available to all customers receiving electric service under Service Classifications SGS, MGS, SGA, MGA or TPP rate schedules.

PROGRAM PROVISIONS:

This energy efficiency program is considered educational. Additional details are available at the Company website, www.evergy.com/businessaudit.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
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10.03 BUSINESS ENERGY SAVINGS -CUSTOM

PURPOSE:

The Business Energy Savings- Custom program is designed to encourage more effective utilization of electric energy through Energy Efficiency improvement opportunities which are available at the time of new equipment purchases, facility modernization, and industrial process improvement. This program provides rebates for Energy Efficiency measures that are not specifically covered under the Business Energy Efficiency Rebates – Standard program. A “Custom Incentive” is a direct payment or bill credit to a Participant for installation of Measures that are part of projects that have been pre-approved by the Program Administrator.

AVAILABILITY:

This program is available during the Program Period, and is voluntary and available to all customers receiving electric service under SGS, MGS, LGS, LPS, SGA, MGA, LGA or TPP rate schedules that also meet Custom Rebate Program Provisions below.

PROGRAM PROVISIONS:

This program provides a rebate for installing qualifying high efficiency equipment or systems, or replacing or retrofitting HVAC systems, motors, lighting, pumps or other qualifying equipment or systems with higher energy efficiency equipment or systems. Both new construction projects and retrofit projects are eligible to apply. To become a Participant in the program, customers must request a rebate for a project by submitting an application through the Company website (www.evergy.com/custom). Projects must be pre-approved by the Program Administrator before the project start date to be eligible for a rebate. Customer applications will be evaluated and the rebates will be distributed on a first-come basis according to the date of the customer’s application.

Rebate applications for different energy saving measures at the same facility may be submitted. An entity with multiple facilities may participate for each facility by submitting an application for each facility. The maximum amount of each rebate will be calculated as a flat rate in cents per kWh saved or dollars per coincident peak kW, up to the customer annual maximum. The cents per kWh range or dollars per coincident peak kW and customer annual maximum can be found at www.evergy.com/mybusiness. The total amount of program (Business Energy Savings Program - Custom and Standard) rebates that a Participant can receive during a program year is initially set and limited to a program cap of the greater of; 2 x the customers annual DSIM or \$1,000,000 per customer (\$250,000 per project) per program year. Participants that exceed the \$250,000per project threshold will be eligible for a reduced rate incentive. The program cap can be adjusted for each program year during the Program Period by filing an updated tariff sheet. The rebate for the measure will be issued upon completion of the project’s final application process.

After the Company reviews projects approved and/or paid during the first six months of a program year, the Company may approve applications for additional rebates if the customer has reached its maximum, and if Program funds are available.

By applying for the Custom Rebate Program, the customer agrees that the project may be subject to random on-site inspections by the Program Administrator.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement and Verification (EM&V) on this Program

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
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For Missouri Retail Service Area

RULES AND REGULATIONS
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10.04 BUSINESS ENERGY Savings - STANDARD

PURPOSE:

The Business Energy Savings - Standard program is designed to encourage installation of energy efficient measures in existing facilities. The primary objectives of this program are to provide pre-set incentives to facility owners and operators for the installation of high efficiency equipment and controls and to provide a marketing mechanism for electrical contractors, mechanical contractors, and their distributors to promote energy efficient equipment to end users.

AVAILABILITY:

This program is available during the Program Period, and is voluntary and available to all customers receiving electric service under SGS, MGS, LGS, LPS, SGA, MGA, LGA or TPP rate schedules that also meet the Standard Rebate Program Provisions below.

PROGRAM PROVISIONS:

Company will hire a Program Administrator to implement this program. The Program Administrator will provide the necessary services to effectively implement the program and to strive to attain the energy and demand savings targets. Standard Measures and Incentives will be provided to qualifying participants that provide completed Standard Rebate Applications as indicated below:

- Participant must complete a Standard Rebate Application form, or purchase from pre-qualified equipment distributors, available at www.evergy.com/standard;
- Participant must provide proof of equipment purchase and installation;
- Measures must be purchased and installed after the effective date of this tariff;
- Measures which receive an Incentive under the Custom Rebate Program are not eligible for this Standard Rebate Program; and
- Standard Measures can be installed as a retrofit in an existing facility.

By applying for the Standard Rebate Program, the Participant agrees that the project may be subject to random on-site inspections by the Program Administrator.

The total amount of program (Business Energy Savings– Custom and Standard) rebates that a Participant can receive during a program year of the Program Period is initially set and limited to a program cap of the greater of; 2x the customers annual DSIM or \$1,000,000 per customer, (\$250,000 per project) per year. Customers that exceed the \$250,000 per project threshold are eligible for a reduced incentive rate. The program cap can be adjusted for each program year during the Program Period by filing an updated tariff sheet. The rebate for the measure will be issued upon completion of the project.

Small to Mid-Sized Business customers (<100 kW) that participate in the small business program track and receive a small business assessment are eligible for the small business incentive rates for qualifying measures.

ELIGIBLE MEASURES AND INCENTIVES:

Standard Incentives filed in Case No. EO-2019-0133 are eligible for program benefits and Incentives and may be offered during the Program Period. These include, but are not limited to, the following equipment types:

- Lighting and Controls
- Motors, Pumps and Variable Frequency Drives
- HVAC (Heating, Ventilation and Air-Conditioning)
- Business Computing
- Food Service and Refrigeration

Eligible Incentives directly paid to program Participant and Measures can be found at www.evergy.com/standard.

EVALUATION:

The Company will hire a third-party evaluator to perform Evaluation, Measurement and Verification (EM&V) on this Program.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
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10.05 BUSINESS PROCESS EFFICIENCY

PURPOSE:

The Business Process Efficiency program is designed to provide energy and demand savings from existing facilities by optimizing building energy management systems and overall consumption. The Company will provide energy assessment services and assistance in implementing identified solutions to customers to ensure that their systems are operating at optimal energy efficiency.

The Business Process Efficiency program is designed to provide energy and demand savings from existing facilities by optimizing building energy management systems and overall consumption. The Company will provide energy assessment services and assistance in implementing identified solutions to customers to ensure that their systems are operating at optimal energy efficiency.

AVAILABILITY:

This program is available during the Program Period, and is voluntary and available to all customers receiving electric service under SGS, MGS, LGS, LPS, SGA, MGA, LGA or TPP rate schedules. Participants in this Program will be customers with a facility that meets all the following criteria:

1. At least one of the following conditions:
 - a. Higher than average electric energy intensities (kWh/ft²) based on business type;
 - b. Minimum of 100,000 ft²
 - c. Presence of an energy management system (EMS);
2. Mechanical equipment is operational; and
3. Will yield cost-effective energy savings according to a Process Efficiency Assessment Study.

PROGRAM PROVISIONS:

Evergy will hire a Program Administrator to implement this program and achieve energy and demand savings targets.

Program benefits have been designed to provide cost effective Process Efficiency services to eligible facilities and include:

1. Recruitment and training of Process Efficiency Program Providers;
2. Benchmarking of candidate facilities using ENERGY STAR® Portfolio Manager or other comparable procedures to identify facilities with optimization opportunities;
3. Access to a group of certified Process Efficiency Service Providers that can provide studies performed by trained auditors to identify cost effective building system optimization Measures;
4. Assisting building owners with trade allies and management during the implementation process;
5. Building owner staff training on Process Efficiency operations;
6. Verification of operating results; or
7. Ongoing monitoring of Retro-Commissioned building systems to promote persistence of improvements.

ELIGIBLE MEASURES AND INCENTIVES:

Measures filed in Case No. EO-2019-0133 are eligible for program benefits and incentives, and may be offered during the Program Period. Eligible Incentives directly paid to customers and Measures can be found at www.evergy.com/process

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this Program.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.06 BUSINESS THERMOSTAT PROGRAM

PURPOSE:

The voluntary Business Thermostat Program is designed to reduce Participant load during peak periods to improve system reliability, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to generation or purchasing energy in the wholesale market. Participant curtailment may be requested for any of these operational or economic reasons as determined by the Company. The Program accomplishes this by deploying various demand response technologies to Participants' WiFi-enabled thermostats to modify the run-time of air conditioning unit(s) or heat pump(s) for a specified period of time in a Company coordinated effort to limit overall system peak load.

AVAILABILITY:

The Program is available for the Program Period to any customer currently receiving service under any small general service or medium general service rate schedule. Customers must maintain a secure Wi-Fi enabled internet service and have a working central air conditioning system or heat pump. If a WiFi-enabled thermostat is provided to customers at a discounted price, customers must agree to install the thermostat at their premise receiving electric service within fourteen (14) days of receiving the device, and keep it installed, operational, and connected to a secure Wi-Fi network for the duration of the program. Customers must agree to not sell the device for the duration of the program. If it is found that they do, a debit will be issued on their utility bill for the Manufacturer Suggested Retail Price (MSRP) of the WiFi-enabled thermostat or the value of incentive provided to the customer. Payment of that debit will be the customer's responsibility. Property owner's (owner occupant or landlord for a rental property) permission is required to receive a smart thermostat and/or participate in the demand response program with an existing eligible thermostat. Tenant permission is required to receive a thermostat and/or participate in the demand response program with an existing eligible thermostat if the landlord is requesting participation. The Company reserves the right to limit program participation. The Company also reserves the right to apply minimum and/or maximum event performance requirements for incentive payment, to apply financial bonuses or penalties and to terminate participation for non-compliance.

PROGRAM PROVISIONS:

The Company will hire a Program Administrator to implement this Program. The Program Administrator will provide the necessary services to effectively implement the Program and strive to attain the energy and demand savings targets. The Company and the Program Administrator will follow a multi-faceted approach to marketing the Program.

CONTROLS AND INCENTIVES:

Participants will receive enrollment and participation incentives at a level determined by the Company. If customers have an existing Wi-Fi enabled eligible thermostat, the customer may elect to enroll and participate in the demand response program. If customers had received a Program device from the previous Program (MEEIA Cycle 2), they will not be eligible for a new Program device. However, if the existing MEEIA Cycle 2 device fails, the customer is eligible to continue participation with a new Program device. During a curtailment event, the Company or its assignee will deploy various demand response technologies to Participants' WiFi-enabled thermostats to modify the run-time of air conditioning unit(s) or heat pump(s) for a specified period of time in a Company coordinated effort to limit overall system peak load. The Company reserves the right to set and modify incentive levels at any point during the program.

EVALUATION:

The Company will hire a third-party evaluator to perform Evaluation, Measurement and Verification (EM&V) on this Program.

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Evergy Missouri West, inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

63.08 BUSINESS SMART THERMOSTAT

(continued)

CYCLING METHODS:

The Company may elect to deploy various types of demand response technologies including, but not limited to: (1) cycling the compressor unit(s); (2) deploying stand-alone pre-cooling strategies; (3) deploying a combination of pre-cooling and cycling strategies; (4) deploying pre-cooling and temperature modification strategies. The Company reserves the right to test new residential thermostat demand response technologies at any point during the program.

NOTIFICATION:

The Company will notify Program Participants of a curtailment event via various communication channels, including, but not limited to: (1) SMS; (2) email; (3) push notifications; (4) in-app notifications; (5) device notifications. The notification can occur prior to or at the start of a curtailment event.

CURTAILMENT SEASON:

The Curtailment Season will extend from June 1 to September 30.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this Program.

CURTAILMENT LIMITS:

Evergy Missouri West may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day officially designated as such. A curtailment event occurs whenever the thermostat is being controlled by Company or its assignees. Company may call a maximum of one curtailment event per day per Participant lasting no longer than four (4) hours per Participant. Company is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

CURTAILMENT OPT OUT PROVISION:

A Legacy Participant may opt out of any curtailment event during the Curtailment Season by notifying Company at any time prior to or during a curtailment event. A New Participant may opt out of an ongoing event via their smart phone or by the thermostat itself.

NEED FOR CURTAILMENT:

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter (s) approaches a constraint on the generation, transmission or distribution systems or to maintain Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a customer's retail price. A minimum of one (1) demand response event per season will be dispatched to eligible participants

CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, , the thermostat becomes the Participant's property. The customer will remain subject to curtailment unless they make a request with the Company or its assignee to be removed from the program. However, so long as the agreement to participate in the Program is in force, Company will provide maintenance and repair to the programmable thermostat as may be required due to normal use. If the Participant has a Company provided thermostat and leaves the program prior to the end of the initial contract, Company will have 60 days thereafter to remove the thermostat and/or other control equipment. Company will also have a separate Customer Program Participation Agreement outlining Customer and Company responsibilities, and additional information concerning data privacy and Program termination for customers who participate in any studies that will analyze and evaluate customers' behavior and usage of thermostat, and associated software.

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Evergy Missouri West, inc. d/b/a Evergy Missouri West For Missouri Retail Service Area
KANSAS CITY, MO 64106

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ELECTRIC

10.07 BUSINESS DEMAND RESPONSE

PURPOSE:

Business Demand Response (“Program or “BDR”) is designed to reduce Participant load during peak periods to improve system reliability, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to generation or purchasing energy in the wholesale market. Participant curtailment may be requested for any of these operational or economic reasons as determined by the Company.

AVAILABILITY:

This Program is available during the Program Period, and is available to all customers in the classes identified in the Business Demand-Side Management section that also meet Program provisions. Participants must show economic and technical feasibility for measurable and verifiable load curtailment during the Summer Curtailment Season of June 1 to September 30 with the ability to call emergency events as needed during the Winter Curtailment Season from October 1 to May 30 within designated Curtailment Hours of 8:00 a.m. to 8:00 p.m., Monday through Friday excluding Holidays. The Company reserves the right to call events on any day and period during an Energy Emergency Alert (EEA) Level 2 or greater for local and/or regional reliability needs. The Company will determine the most beneficial timing and length of curtailment events during the curtailment season, is not required to curtail all Participants simultaneously, and may elect to only call individual participants and/or stagger Participants as deemed appropriate. The Company also reserves the right to apply minimum and/or maximum event performance requirements for incentive payment, to apply financial bonuses or penalties and to terminate Participation Agreements for non-compliance.

The Company will engage a third-party Administrator to implement all recruitment, enrollment and daily operations for the Program and manage Aggregators. A Customer may participate directly through the Program Administrator (“Administrator”) or a Company-approved Aggregator (“Aggregator”). An aggregator is a curtailment service provider, appointed by a customer to act on behalf of said Customer with respect to all aspects of the Program, including but not limited to: a) the receipt of notices from the Company under this Program; and b) the receipt of incentive payments from the Company. The Aggregator will be responsible for establishing independent business to business (B:B) contracts and administering the participation of said customer. The Aggregator is fully responsible for fulfillment of these B:B customer contracts. Contracts between Aggregator and their enrolled customers are not limited to Program provisions.

For the purpose of this program only, and at the Company’s option, a Participant with multiple accounts may request that some or all of its accounts be aggregated in one Participation Agreement. The aggregated Participant account will be treated as a single account for purposes of calculating potential Program incentive payments. The Aggregator is responsible for all of their independent B:B customer contracts; no minimum customer account requirements apply. Aggregator must maintain a minimum aggregated load as stated in their Aggregator Participation Agreement to maintain Program eligibility.

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ELECTRIC

10.07 BUSINESS DEMAND RESPONSE (continued)

This program may be executed by manual and/or automated demand response methods. Regardless of the method by which the participating Customer chooses to participate, the Participant enrolls directly with the Administrator or Aggregator. The Administrator or Aggregator evaluates a Customer’s metered usage data from the most recent Curtailment Season and gathers site-specific information from the Participant to establish their curtailment plan and estimated associated curtailable load (kW). The Participant or Aggregator enrolls this curtailable load in the Program by executing their Participation Agreement. The Company then issues notices to the Participant or Aggregator in advance of scheduled curtailment events, prompting Participants to respond in accordance with their chosen method of participation:

PROGRAM PROVISIONS:

This Program may be executed by manual and/or automated demand response methods:

1) Manual Demand Response (DR)

The Participant manually executes their facility curtailment plan to curtail at least their enrolled curtailable load for the duration of the curtailment event.

2) Automated Demand Response (ADR)

The Participant’s building/energy management system (BMS/EMS) or facility automation system is used to execute their curtailment plan. The Participant or Aggregator receives the integrated signal with the utility’s event calling system and is used to execute their curtailment plan by enacting pre-programed adjustments to respond to demand response events.

Participation Agreements

There will be two versions of Program Participation Agreements (“Agreement”). Customers enrolling with the Administrator will have a customer Agreement between the customer and the Program. Aggregators will have an aggregator Agreement between the Program and the Aggregator. Multi-year participation Agreements will be re-evaluated annually or at any time the Company has data indicating the terms of the participation Agreement cannot be fulfilled by the Participant.

Event Performance and Incentives

The Company will employ a calculated baseline load (CBL) methodology to determine participant demand savings associated with a demand response curtailment event. A CBL approach applies a model or algorithm to develop a customer-specific baseline for each day from historic metered usage data that is then used to forecast load impacts for each hour of the event absent a curtailment event. This baseline is calibrated to best match recent operational and/or weather patterns. This baseline is then compared to the actual metered average hourly demand during the curtailment event. The difference between the forecasted hourly baseline and the actual metered hourly usage during the event equals the hourly kW impact of the event. All kW will be calculated as a whole number. The Seasonal hourly average kW achieved divided by the kW enrolled is the Participant’s % kW achieved. The Company will pay the Participant or Aggregator for their achieved Seasonal average percent of their enrolled Curtailable load within the established floor and cap as detailed in their Agreement.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Canceling P.S.C. MO. No. 1 5th
1st

Revised Sheet No. R-63.10.1
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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
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10.07 BUSINESS DEMAND RESPONSE (continued)

PROGRAM PROVISIONS (continued) :

- Maximum number of events per season- 20
- Minimum number of events per season- 1
- Maximum duration of an event- 10 hours
- Minimum notification prior to an event- 1 hour

EVALUATION:

The Company will hire a third-party evaluator to perform Evaluation, Measurement and Verification (EM&V) on this Program.

ADDITIONAL PROGRAM OPTION:

Market Based Demand Response (MBDR)

MBDR is offered as a separate Tariff outside of MEEIA. MBDR offers only qualified Business Demand Response Participants an additional opportunity to reduce their electric costs through participation with the Company in the wholesale Southwest Power Pool (SPP) energy market by receiving payment for providing their load reduction during high energy price periods. MBDR is available to Program Participants whose DR Resources are compliant with the SPP Tariff and SPP Marketplace Protocol requirements and can provide sustainable load reduction during market participation. An MBDR Participant has the option of committing their DR Resources to the SPP energy market unless the company has scheduled a potential Business Demand Response Curtailment Event for the same time period. Participation in MBDR authorizes the Company to offer the Customer's curtailment amount in the SPP Market and Participant compensation is based on any SPP settlement payments less MBDR fees. All SPP registration and technical requirements, market operating and settlement procedures, MBDR fees, etc. are details in Participants individual BMDR contract.

ADDITIONAL PROGRAM DETAILS:

Additional Program information and documents can be found at www.evergy.com/businessdr

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KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

10.07 RESERVED FOR FUTURE USE

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KANSAS CITY, MO 64106

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RULES AND REGULATIONS ELECTRIC

10. 07 RESERVED FOR FUTURE USE

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EVERGY Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.08 RESIDENTIAL DEMAND SIDE MANAGEMENT

PURPOSE:

The Residential Demand-Side Management (DSM) Programs (Programs) are designed to encourage residential customers to proactively use energy in such a way as to reduce consumption of electricity or to shift consumption from times of peak demand to times of non-peak demand.

These Programs are offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act or MEEIA) and the Commission's rules to administer MEEIA.

AVAILABILITY:

Except as otherwise provided in the terms governing a particular program, these Programs are available to residential customers in the Company's service area being served under any residential rate schedule.

Monetary incentives are not payable to customers that have received a state tax credit under sections 135.350 through 135.362, RSMo, or under sections 253.545 through 253.561, RSMo. As provided for in the Commission's rules, customers shall attest to non-receipt of any such tax credit and acknowledge that the penalty for a customer who provides false documentation is a class A misdemeanor.

Unless otherwise provided for in the tariff sheets or schedules governing a particular program, customers may participate in multiple programs, but may receive only one Incentive per Measure.

The Company reserves the right to discontinue the entire MEEIA cycle 3 portfolio if Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission.

DEFINITIONS:

Unless otherwise defined, terms used in tariff sheets or schedules in Section 10 have the following meanings:

Applicant – A customer who has submitted a program application or has had a program application submitted on their behalf.

Demand-Side Program Investment Mechanism (DSIM) – A mechanism approved by the Commission in Company's filing for demand-side program approval in Case No. EO-2019-0133.

Energy Efficiency - Measures that reduce the amount of electricity required to achieve a given end use.

Incentive – Any consideration provided by Evergy Missouri West directly or through the Program Administrator and Program Partners, including buydowns, markdowns, rebates, bill credits, payment to third parties, direct installations, giveaways and education, which encourages the adoption of Measures.

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
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RULES AND REGULATIONS
ELECTRIC

10.08 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

Measure – An end-use measure, energy efficiency measure, and energy management measure as defined in 4 CSR 240-22.020(18), (20), and (21).

Participant – An energy related decision maker who implements one or more end use measures as a direct result of a demand side program.

Program Administrator – The entity selected by Company to provide program design, promotion, administration, implementation, and delivery of services.

Program Partner – A retailer, distributor or other service provider that Company or the Program Administrator has approved to provide specific program services through execution of a Company approved service agreement.

Program Period – The period from January 1, 2020 through December 31, 2024, unless sooner terminated under the TERM provision of this tariff. Programs may have slightly earlier deadlines for certain activities, as noted on Evergy Missouri West website – www.evergy.com.

Total Resource Cost (TRC) Test – A test of the cost-effectiveness of demand-side programs that compares the avoided utility costs to the sum of all incremental costs of end-use measures that are implemented due to the program (including both Company and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

TERM:

These tariff sheets and the tariff sheets reflecting each specific residential DSM program shall be effective until December 31, 2024, with the exceptions of the Income-Eligible Multi-Family, which shall be effective until December 31, 2025, and the Home Energy Report and Income-Eligible Home Energy Report which will terminate on December 31, 2022, unless another termination date is approved by the Commission.

If the Programs are terminated prior to the end of the Program Period, only incentives for qualifying Measures that have been pre-approved or installed prior to the Programs' termination will be provided to the customer.

DESCRIPTION:

The reduction in energy consumption or shift in peak demand will be accomplished through the following Programs:

- Heating, Cooling & Home Comfort
- Online Home Energy Audit
- Income-Eligible Multi-Family
- Energy Saving Products
- Residential Thermostat
- Income-Eligible Single Family
- Pay as you Save (PAYS^R)

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

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ELECTRIC

10.08 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

In addition, Evergy Missouri West residential customers have access to the Online Home Energy Audit.

Program details regarding the interaction between Company or Program Administrators and Participants, such as Incentives paid directly to Participants, available Measures, availability of the program, eligibility, and application and completion requirements may be adjusted through the change process as presented below. Those details, additional details on each program, and other details such as process flows, application instructions, and application forms will be provided on the Company website, www.evergy.com.

CHANGE PROCESS:

The change process is applicable to changes in program detail regarding the interaction between Company or Program Administrators and Participants in the Programs, and excludes changes to the ranges of Incentive amounts for each Measure.

- 1) Identify need for program detail change regarding the interaction between Company or Program Administrators and Participants in the Programs;
- 2) Discuss proposed change with Program Administrator;
- 3) Discuss proposed change with Evaluator;
- 4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);
- 5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);
- 6) Take timely received recommendations into account and incorporate them where Company believes it is appropriate to do so;
- 7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;
- 8) Make changes to forms and promotional materials;
- 9) Update program website;
- 10) File updated web pages and, if appropriate updated list of Measures and Incentive amounts in Case No. EO-2019-0133; and
- 11) Inform Customers, trade allies, Program Partners, etc.

Company will also continue to discuss and provide information on ongoing program and portfolio progress at quarterly regulatory advisory group update meetings.

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC**10.08 RESIDENTIAL DEMAND-SIDE MANAGEMENT****(continued)****PROGRAMS' ANNUAL ENERGY AND DEMAND SAVINGS TARGETS:**

Note that targeted energy and demand savings may be shifted between programs depending on market response, changes in technology, or similar factors. These targets are based on savings at customer meters (excluding transmission and distribution line losses). No targets for savings were set for PY2024, only budgets.

	Expected Incremental Annual kWh Energy Savings Targets at Customer Side of Meter						Sum of Annual by Program
	2020	2021	2022	2023	2024	2025	
Energy Saving Products	13,038,632	10,416,978	8,079,124	0	0	0	31,534,734
Heating, Cooling & Home Comfort	7,236,542	7,767,640	8,338,188	0	0	0	23,342,370
Home Energy Report	20,355,375	20,355,375	20,355,375	0	0	0	61,066,125
Income-Eligible Multi-Family	1,388,947	1,181,931	1,181,931	923,401	963,321	1,010,700	6,650,231
Residential Demand Response	1,220,615	1,402,388	1,549,459	0	0	0	4,172,461
Income-Eligible Single Family				2,440,950			2,440,950
PAYS			3,003,433	2,534,186			5,537,619
Total	43,240,111	41,124,312	42,507,510	38,369,663	963,321	1,010,700	167,215,617

	Expected Incremental Annual kW Demand Savings Targets at Customer Side of Meter						Sum of Annual by Program
	2020	2021	2022	2023	2024	2025	
Energy Saving Products	955	756	582	0	0	0	2,293
Heating, Cooling & Home Comfort	3,133	3,392	3,655	0	0	0	10,180
Home Energy Report	2,550	2,550	2,550	0	0	0	7,650
Income-Eligible Multi-Family	243	223	223	180	193	210	1,271
Residential Demand Response	9,221	10,609	11,774	0	0	0	31,604
Income-Eligible Single Family				1,070			1,070
PAYS			939	772			1,711
Total	16,102	17,530	19,723	15,836	193	210	69,594

Earnings Opportunity targets are set forth in Evergy Missouri West's Schedule DSIM, Sheet No.138.8 as approved in Case No. EO-2019-0133.

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.08 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

PROGRAM COSTS AND INCENTIVES

Costs of and incentives for the Residential DSM Programs reflected herein shall be reflected in a charge titled "DSIM Charge" appearing as a separate line item on customers' bills and applied to customers' bills as a per kilowatt-hour charge as specified in the residential rate schedules. All customers taking service under said rate schedule shall pay the charge regardless of whether a particular customer utilizes a demand-side program available hereunder.

PROGRAM DESCRIPTIONS:

The following pages contain other descriptions and terms for the Programs being offered under this tariff.

CHANGES IN MEASURES OR INCENTIVES:

Company may offer the Measures contained in Evergy Missouri West's filing approved in Case No. EO-2019-0133. The offering of Measures not contained within the aforesaid filing must be approved by the Commission. Measures being offered and Incentives available to customers will be listed on Company's website, www.evergy.com. The Measures and Incentives being offered are subject to change. Customers must consult www.evergy.com for the list of currently available Measures. Should a Measure or Incentive offering shown on Company's website differ from the corresponding Measure or Incentive offering shown in the currently effective notice filed in Case No. EO-2019-0133, the stated Measure or Incentive offering as shown in the currently effective notice shall govern.

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

10.09 HEATING, COOLING & HOME COMFORT

PURPOSE:

The Heating, Cooling & Home Comfort Program (Program) is designed to provide educational and financial incentives to residential customers, increasing their awareness and incorporation of energy efficiency into their homes.

AVAILABILITY:

This program is available during the Program Period, and is available to any Customer receiving service under any generally available residential rate schedule offered by the Company

PROGRAM PROVISIONS:

Evergy Missouri West will hire a Program Administrator to implement this program and provide the necessary services to effectively manage the program.

The program consists of three components:

Component 1: Insulation & Air Sealing Rebate. Customers that have completed a comprehensive energy audit by a Program authorized energy auditor are eligible to receive rebates for upgrades in insulation and air sealing.

This option will be co-delivered with Spire Energy so that eligible customers utilizing both utilities' services, may receive benefits from each respective utility. Evergy offerings are not contingent upon co-delivery.

Component 2: Energy Saving Kits. Energy efficient measures provided to residential customers by the Company to include discretionary energy assessments to targeted low-eligible zip code residents.

This option will be co-delivered with Spire Energy so that eligible customers for both utilities. Evergy offerings are not contingent upon co-delivery.

Component 3: HVAC Rebate. Customers are eligible to receive incentives for improving the efficiency of a home's HVAC equipment.

ELIGIBLE MEASURES AND INCENTIVES:

Measures filed in Case No. EO-2019-0133 are eligible for program benefits and incentives and may be offered during the Program Period. Eligible Incentives and Measures can be found at www.evergy.com/homecomfort.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement and Verification (EM&V) on this Program.

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EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.10 RESIDENTIAL HOME ENERGY REPORT PROGRAM

PURPOSE:

The Residential Home Energy Report Program is a behavioral energy efficiency and educational program that provides a comparison of the household energy usage information with similar types of customers, or “neighbors”. The Home Energy Report shall be delivered in paper, and/or email format and is composed of several modules of information to help customers understand and manage their energy use. A few examples of modules included are: (1) neighbor/similar home comparison; (2) energy comparisons over time; (3) energy efficiency tips; and (4) utility program promotional material. The Home Energy Report provides information designed to influence customers’ behavior to lower energy usage.

AVAILABILITY:

The Program is directed to customers currently receiving electric service under any residential rate schedule. This Program will operate as an opt-out only program, meaning the Company will select customers for participation in the program and will allow opt-out if desired.

PROGRAM PROVISIONS:

The Company will assign a program administrator to manage the Program internally. The Company will hire a third-party implementer to deliver this turn-key program with responsibility for all aspects of report generation, energy and demand savings quantification, customer communications and reporting.

Additional program provisions may be found at www.evergy.com/homereport.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on the Home Energy Report Program.

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.11 ENERGY SAVING PRODUCTS

PURPOSE:

This program will feature point of purchase discounts on a variety of energy efficiency items.

AVAILABILITY:

The Energy Savings Products Program is available during the Program Period and customers may participate in the program by purchasing qualifying products from a participating retailer or alternate sales venue. Customers receive an instant incentive at the point-of-purchase. The Company will employ proper protocols to verify customer eligibility.

PROGRAM PROVISIONS:

Company will hire a Program Administrator to implement this program. The Program Administrator will provide the necessary services to effectively manage the program and strive to attain the energy and demand savings targets.

A Program Administrator may be responsible for items such as incentive and rebate processing, communication with the customer/retailer to resolve application issues and status reporting associated with the program, as directed by Company.

The program uses a two-pronged approach:

1. Increasing supply of qualifying products through partnerships with retailers, manufacturers and distributors; and
2. Creating demand through consumer awareness and understanding the benefits of energy efficiency.

Program promotions will be made available at participating retailers within Company's electric service territory. Participating Program Partners will be listed on the Company website, www.evergy.com, with store name and location listed.

ELIGIBLE MEASURES AND INCENTIVES:

Energy Saving Products measures filed in Case No. EO-2019-0133 are eligible for program incentives and may be offered for promotion during the Program Period. Eligible products and incentives may be found at www.evergy.com/homeproducts. The Company and Program Administer will closely monitor the products being offered and adjust accordingly, in the agreed upon process as needed.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this Program.

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

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ELECTRIC

10.12 INCOME-ELIGIBLE MULTI-FAMILY

PURPOSE:

The objective of this program is to deliver long-term energy savings to income-qualifying customers, specifically those in multi-family housing. This will be achieved through increasing the awareness and educational outreach to property managers and owners about their energy usage, installing energy savings measures and prescriptive and custom rebate offerings for in-unit and common area upgrades.

AVAILABILITY:

The Income-Eligible Multi-Family program is available for the Program Period to any customer receiving service under any residential or business rate, meeting one of the following building eligibility requirements:

- Participation in an affordable housing program. Documented participation in a federal, state or local affordable housing program, including LIHTC, HUD, USDA, State HFA and local tax abatement for low-income properties.
- Location in a low-income census tract. Location in a census tract we identify as low-income, using HUD's annually published "Qualified Census Tracts" as a starting point.
- Rent roll documentation. Where at least 50 percent of units have rents affordable to households at or below 80 percent of area median income, as published annually by HUD.
- Tenant income information. Documented tenant income information demonstrating at least 50 percent of units are rented to households meeting one of these criteria: at or below 200 percent of the Federal poverty level or at or below 80% of area median income.
- Participation in the Weatherization Assistance Program. Documented information demonstrating the property is on the waiting list for, currently participating in, or has in the last five years participated in the Weatherization Assistance Program.

PROGRAM PROVISIONS:

Where possible the Company will seek to partner with the natural gas and water companies for co-delivery. The Company will jointly deliver the Program with Spire Energy so that eligible customers utilizing both utilities' services may receive energy savings from each respective utility.

The Program Administrator will provide the necessary services to effectively implement the program, including but not limited to outreach, recruitment, providing energy assessments/reports and direct installation of low-cost measures. Rebates will be available as prescriptive or custom incentives, for building, and individual unit improvements. Evergy Missouri West's program offering is not contingent upon co-deliveries.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this Program.

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KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.12 INCOME-ELIGIBLE MULTI-FAMILY

(continued)

Additional program provisions may be found at www.evergy.com/iemf

ELIGIBLE MEASURES AND INCENTIVES:

Income-Eligible Measures filed in File No. EO-2019-0133 are eligible for program benefits and Incentives and may be offered for promotion during the Program Period. Eligible Measures and Incentives directly paid to customers may be found at www.evergy.com/iemf.

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West For Missouri Retail Service Area
KANSAS CITY, MO 64106

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10.13 RESIDENTIAL THERMOSTAT PROGRAM

PURPOSE:

The voluntary Residential Thermostat Program is designed to reduce Participant load during peak periods to improve system reliability, offset forecasted system peaks that could result in future generation capacity additions, and/or provide a more economical option to generation or purchasing energy in the wholesale market. Participant curtailment may be requested for any of these operational or economic reasons as determined by the Company. The Program accomplishes this by deploying various demand response technologies to Participants' WiFi-enabled thermostats to modify the run-time of air conditioning unit(s) or heat pump(s) for a specified period of time in a Company coordinated effort to limit overall system peak load.

AVAILABILITY:

The Program is available for the Program Period to any customer currently receiving service under any residential rate schedule. Customers must maintain a secure home WiFi-enabled internet service and have a working central air conditioning system or heat pump. If a WiFi-enabled thermostat is provided to customers at a discounted price, customers must agree to install the thermostat at their premise receiving electric service within fourteen (14) days of receiving the device, and keep installed, operational, and connected to a secure home WiFi network for the duration of the Program. Customers must agree to not sell the device for the duration of the Program. If it is found that they do, a debit will be issued on their utility bill for the Manufacturer Suggested Retail Price (MSRP) of the WiFi-enabled thermostat or the value of incentive provided to the customer. Payment of that debit will be the customer's responsibility. Residential property owner's (owner occupant or landlord for a rental property) permission is required to receive a WiFi-enabled thermostat and/or participate in the demand response program with an existing eligible thermostat. Tenant permission is required to receive a thermostat and/or participate in the demand response program with an existing eligible thermostat if the landlord is requesting participation. The Company reserves the right to limit program participation. The Company also reserves the right to apply minimum and/or maximum event performance requirements for incentive payment, to apply financial bonuses or penalties and to terminate participation for non-compliance.

PROGRAM PROVISIONS:

The Company will hire a Program Administrator to implement this Program. The Program Administrator will provide the necessary services to effectively implement the Program and strive to attain the energy and demand savings targets. The Company and the Program Administrator will follow a multi-faceted approach to marketing the Program.

CONTROLS AND INCENTIVES:

Participants will receive enrollment and participation incentives at a level determined by the Company, which can be found at evergy.com/residentialdr. If customers have an existing Wi-Fi enabled eligible thermostat, the customer may elect to enroll and participate in the demand response program. If customers had received a Program device from the previous Program (MEEIA Cycle 2), they will not be eligible for a new Program device. However, if the existing MEEIA Cycle 2 device fails, the customer is eligible to continue participation with a new Program device. During a curtailment event, the Company or its assignee will deploy various demand response technologies to Participants' WiFi-enabled thermostats to modify the run-time of air conditioning unit(s) or heat pump (s) for a specified period of time in a Company coordinated effort to limit overall system peak load. The Company reserves the right to set and modify incentive levels at any point during the program.

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KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.13 RESIDENTIAL THERMOSTAT PROGRAM

(continued)

CYCLING METHODS:

The company may elect to deploy various types of demand response technologies including but not limited to: (1) cycling the compressor unit(s); (2) deploying stand-alone pre-cooling/pre-heating strategies; (3) deploying a combination of pre-cooling/pre-heating and cycling strategies; (4) deploying pre-cooling/pre-heating and temperature modification strategies. The Company reserves the right to test new devices at any point during the program.

NOTIFICATION:

The Company will notify Program Participants of a curtailment event via various communication channels, including, but not limited to: (1) SMS; (2) email; (3) push notifications; (4) in-app notifications; (5) device notifications. The notification can occur prior to or at the start of a curtailment event.

CURTAILMENT SEASON:

The Curtailment Season will extend from June 1 to September 30 with the ability to call emergency demand response events as needed from October 1 to May 30.

CURTAILMENT LIMITS:

The Company may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day during an Energy Emergency Alert (EEA) Level 2 or greater officially designated as such. A curtailment event occurs whenever the thermostat is being controlled by Company or its assignees. The Company may call a maximum of one curtailment event per day per Participant. The Company may call a maximum of 160 hours per year. The Company is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

CURTAILMENT OPT OUT PROVISION:

A Legacy Participant may opt out of any curtailment event during the Curtailment Season by notifying Company at any time prior to or during a curtailment event and requesting to be opted out. A Participant with a WiFi-enabled thermostat may opt out of an ongoing event via their smart phone or the thermostat itself.

NEED FOR CURTAILMENT:

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter(s) approaches a constraint on the generation, transmission or distribution systems or to maintain Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a customer's retail price. A minimum of one (1) demand response event per season will be dispatched to eligible participants.

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RULES AND REGULATIONS
ELECTRIC

10.13 RESIDENTIAL THERMOSTAT PROGRAM

(continued)

CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, the thermostat becomes the Participant's property. The customer will remain subject to curtailment unless they make a request with the Company or its assignees to be removed from the program. However, so long as the agreement to participate in the Program is in force, Company will provide maintenance and repair to the thermostat as may be required due to normal use. If the Participant has the Company provided thermostat and leaves the program prior to the end of the initial contract, Company will have 60 days thereafter to remove the thermostat and/or other control equipment.

Company will also have a separate Customer Program Participation Agreement outlining Customer and Company responsibilities, and additional information concerning data privacy and Program termination for customers who participate in any studies that will analyze and evaluate customers' behavior and usage of thermostat, and associated software.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this Program.

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RULES AND REGULATIONS
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10.14 ONLINE HOME ENERGY AUDIT PROGRAM

PURPOSE:

This Program provides residential customers access to significant digital educational content available through their "My Account" portal. This content provides customers with the tools and resources they need to learn how their home is using energy, and how to better manage it to maximize efficiency and energy savings. Examples of digital pages or "widgets" available to customers include: (1) Home Energy Audit; (2) Compare to Neighbor; (3) Energy Trends; (4) Ways to Save; (5) My Plan, and (6) a general settings page. Also embedded in content within this program is information on the Company's other demand-side management programs and general offerings, so customers are not only presented with significant information on how to save energy, but also how they can partner with the Company to do so.

PROGRAM PROVISIONS:

This energy efficiency program is considered educational. Additional details are available at the Company website, www.evergy.com/homeaudit.

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10.15 RESEARCH and PILOT PROGRAM

PURPOSE:

The Research & Pilot program is designed to focus on research and innovation of new concepts and improving current programs to drive better results. The Program will provide the Company with a screening and evaluation mechanism to accomplish this and allow the Company flexibility to explore and research various ideas and concepts - outside of the traditional DSM model structure.

AVAILABILITY:

This program is available to Customer's receiving service under any generally available residential or commercial rate schedules. There will be a variation of customer availability, which is dependent on the concept scope and customer segment applicability.

Some of the concepts may be delivered jointly with Spire Energy so that eligible customers, utilizing both utilities services, may receive benefits from each respective utility. EVERGY offerings are not contingent upon co-deliveries.

PROGRAM PROVISIONS:

The Company will hire a Program Administrator to implement this program and provide the necessary services to effectively manage the program and achieve energy and demand savings targets.

ELIGIBLE MEASURES AND INCENTIVES:

Measures filed in Case No. EO-2019-0133 are eligible for program benefits and Incentives and may be offered during the Program Period. Eligible Incentives directly paid to customers can be found at www.evergy.com/pilot.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this Program.

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10.16 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM

PURPOSE:

The objective of the Pay As You Save® Pilot Program, or PAYS®, (Program) is to promote the installation of energy efficient measures and create long-term energy savings and bill reduction opportunities for residential participants through an on-bill charge tied to the location.

DEFINITIONS APPLICABLE TO RESIDENTIAL PAY AS YOU SAVE® PILOT:

Analysis – Initial home visit, walk through with report and energy saving measures provided as a direct installation service, with customer education.

Assessment – Detailed home performance data collection, analysis of qualifying upgrades, preparation, and one-on-one presentation of program offer.

Efficiency Upgrade Agreement – Agreement signed by Participants defining customer benefits and obligations, including service charges and duration of payments. If the home is a rental, this agreement will be signed by the owner and the tenant/customer.

Energy Efficiency Plan – Document prepared by the Program Administrator to identify recommended upgrades.

Estimated Life – The expected duration of the savings for each individual measure or upgrade.

Owner's Agreement – A separate required document indicating the owner's obligations (if participant is not the owner of the location).

Property Notice – Notice attached by the Program to property records outlining benefits and obligations associated with the upgrades. In jurisdictions in which the Program cannot attach a Property Notice to property records, and in any case where a subsequent tenant is executing a rental agreement, Property Notice form must be signed by successor customer or purchaser indicating they accept benefits and obligations associated with the upgrades at the location before the sale or rental of the property.

Participant – Customer who agrees to the Energy Efficiency Plan, signs the Efficiency Upgrade Agreement, and who will be responsible for the monthly Service Charge.

Program Administrator – a vendor the Company has hired to provide the necessary services to effectively implement the program.

Program Partner – An independent contractor that the Company or the Program Administrator has approved to provide specific program services through execution of an approved service agreement.

Project – Scope of work determined by the Program based on home characteristics, program data collection, and analysis.

Qualifying Project – Project scope of work meeting Program criteria (Project cost, including Program Partner/Contractor/Trade Ally pricing and Program fees, is equal to or less than 80% of the estimated post upgrade cost savings over 80% of the upgrades Estimated Life).

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10.16 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM

(continued)

Service Charge – Monthly charge assigned to the location recovering Program costs for upgrades, fees, any required taxes, applicable cost of capital, or costs for customer-caused repairs as described in section 4.

AVAILABILITY:

The Pilot Program is available for participation to qualifying residential customers receiving services under Missouri Residential rates. The Service Charge for Participants will not exceed 12 years from the first Service Charge. The Program will be co-delivered with Spire to eligible customers of both utilities. Evergy offerings are not contingent upon co-delivery.

In order to qualify as a Participant, customers must either own the home or the owner must sign an Owner Agreement agreeing to maintain the upgrades, and to not damage or remove the upgrades from the location. The owner must also agree to provide Property Notice of the benefits and obligations associated with the upgrades at the location to the next owner or customer before the sale or rental of the property.

Projects that address upgrades to existing homes deemed unlikely to be habitable or to serve their intended purpose for the duration of the Company's cost recovery term will not be approved unless repairs are made that will extend the life through the Company's cost recovery period. If a building is a manufactured home, it must be built on a permanent foundation and less than 25 years old.

For homes with concerns identified in the initial Analysis, a referral process will be put in place to provide customers with other programs or organizations that can help resolve those concerns.

PROGRAM DESCRIPTION:

The Company will hire a Program Administrator to implement the Pilot Program. The Program Administrator will provide the necessary services to effectively implement the program.

The Program will include the following:

- **Tier 1** - Visual home inspection with direct install of energy saving measures
- **Tier 2** - Homes that do not have concerns which make the location unlikely to produce benefits for the lifetime of the energy efficiency upgrades will move forward with more in-depth data collection using blowing door and cut blaster/pressure pans to record actual home features and conditions.
- **Tier 3** - Custom project – the program analyzes usage history, assessment data, and Program Partner installation costs to determine each participant's unique qualifying scope of work. The qualifying scope of work ensures that 80% of the estimated post upgrade savings over 80% of the lifetime of the measures makes up the monthly tariff charge; while 20% of the estimated post upgrade savings immediately flow to the participant, capped at 12 years.
 - Co-Pay option: If a project is not cost-effective, customers may agree to pay the portion of a project's cost that prevents it from qualifying for the Program as an upfront payment to the Program Partner.
 - The first three Tiers of the process described above are completed in the initial home visit.

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10.16 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM

(continued)

PROGRAM DESCRIPTION: (Continued)

- **Tier 4** - If Participant agrees to custom scope of work, the Program will facilitate installation through a network of trained Program Partners.
 - Post-install QC inspections – 100% of installations will be remotely inspected for quality assurance using geo coded and time stamped photo documentation.
 - Upon closeout, the customer will receive a “Pearl” home certificate and appraiser’s letter. Pearl Home Certifications and accompanying appraisal letters are recognized by the Board of Realtors as homes with lower energy bills, more comfortable, and healthier than a comparable home without the energy efficient features listed in the certification report.
 - Program Administrator to notarize and file Property Notice with the location’s property records.
 - Company to initiate on-bill charge 45 days following verification of installation.
1. **Participation:** To participate in the Program, a customer must: 1) request a utility analysis of cost-effective upgrades, 2) sign the Efficiency Upgrade Agreement and 3) complete any Qualifying Project.
 - 1.1 **Location Ownership:** If the participant is not the owner of the location, the owner must sign an Owner Agreement. The owner must agree to have a Property Notice attached to their property records.
 - 1.2 **Notice:** Failure to obtain the signature of a successor customer who is renting the location on the Property Notice Form, or a purchaser in jurisdictions in which the company cannot attach the Property Notice to property records indicating that the successor customer received notice, will constitute the owner’s acceptance of consequential damages and permission for a tenant or purchaser to break their lease or sales agreement without penalty.
 - 1.3 **Energy History:** The customer authorizes the use of energy usage history by the Program Administrator in order to true up its energy analysis and determine qualifying recommendations.
 2. **Energy Efficiency Plans:** The Company will have its Program Administrator perform a cost analysis and prepare an Energy Efficiency Plan (Plan) identifying recommended upgrades to improve energy efficiency and lower utility costs.
 - 2.1 **Incentive Payment:** The Company will offer incentives currently available for an eligible residential Measure as defined in the Company’s MEEIA 3 Demand-Side Plan.
 - 2.2 **Net Savings:** Recommended upgrades shall be limited to those where the annual Service Charges, including program fees and the utility’s cost for capital, are no greater than 80% of the estimated annual benefit from reduction to customer annual utility charges based on current rates in electricity and/or gas costs.
 - 2.3 **Co-Pay Option:** If a project is not cost effective, customers may agree to pay the portion of a project’s cost that prevents it from qualifying for the Program as an upfront payment to the contractor. The Company will assume no responsibility for such upfront payments to the Program Partner. Co-payments will be applied after applying relevant incentive payments as defined in 2.1.

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RULES AND REGULATIONS ELECTRIC

10.16 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM

(continued)

3. Analysis and Assessment fees: The Company will not recover Analysis or Assessment fee costs from participants through a Service Charge. These fees will be treated as Program Administrative costs.

3.1 Participant Close-out fee: Participants will be charged a close out fee of \$490. The close out fee is included in the project cost-effectiveness calculation and the Program Service Charge.

4. Service Charge: The Company will recover the costs for its investments including any fees as allowed in this tariff through a monthly Service Charge assigned to the location where upgrades are installed and paid by the Participant or successor occupying that location until all Company costs have been recovered. The Service Charge will also be set for a duration not to exceed the greater of 1) the length of the full parts and labor warranty or 2) 80 percent (80%) of the estimated life of the upgrades, and in no case longer than twelve years. The Service Charge and duration of payments will be included in the Efficiency Upgrade Agreement.

4.1 Cost Recovery: No sooner than 45 days after approval by the Company or its Program Administrator, the Participant shall be billed the monthly Service Charge as determined by the Company. The Company will bill and collect Service Charges until cost recovery is complete, except in cases discussed in section 4. Prepayment of unbilled charges will not be permitted to facilitate installed upgrades remaining and continuing to function at the location for at least the duration of cost recovery.

4.2 Eligible Upgrades: All upgrades must have Energy Star certification, if applicable, the Program Administrator may seek to negotiate with contractors or upgrade suppliers extended warranties to minimize the risk of upgrade failure on behalf of customers.

4.3 Ownership of Upgrades: During the duration that Service Charges are billed to customers at locations where upgrades have been installed, the Company will retain ownership of the installed upgrades. Upon completion of the cost recovery, ownership will be transferred to the owner of the location.

4.4 Maintenance of Upgrades: Participating customers and owner of the location (if the participant is not the owner) shall keep the installed upgrades in place, in working order, and maintained per manufacturer's instructions for the duration of the cost recovery. Participating customers shall report the failure of the installed upgrades to the Program Administrator or Company as soon as possible. If an upgrade fails, the Company is responsible for determining its cause and for repairing the equipment in a timely manner. If the owner, customer, or occupants caused the damage to the installed upgrades, they will reimburse the Company as described in section 4.

4.5 Termination of Service Charge: Once the utility's costs for the upgrades at a location have been recovered, including its cost of capital, the cost paid to the Program Partner to perform the work, costs for any repairs made to the upgrades as described in 4.11, the monthly Service Charge shall no longer be billed, except as described in 4.7 or 4.11.

4.6 Vacancy: If a location at which upgrades have been installed becomes vacant for any reason and electric service is disconnected, the Service Charge will be suspended until a successor customer takes occupancy. If the owner maintains electric service at the location, the owner will be billed the Service Charge as part of any charges it incurs while electric service is turned on.

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RULES AND REGULATIONS ELECTRIC

10.16 RESIDENTIAL PAY AS YOU SAVE® PILOT PROGRAM

(continued)

4. Service Charge (Continued)

- 4.7 Extension of Program Charge: If the monthly service charge is reduced or suspended for any reason, once repairs have been successfully effected or service reconnected, the number of total monthly payments shall be extended until the total collected through the Service Charge is equal to the Company's cost for installation as described in section 4, including costs associated with repairs, deferred payments, and missed payments as long as the current occupant is still benefiting from the upgrades.
- 4.8 Tied to the Location: Until cost recovery for upgrades at a location is complete or the upgrades fail as described in section 4.4, the terms of this tariff shall be binding on the metered structure or facility and any future customer who shall receive service at that location.
- 4.9 Disconnection for Non-Payment: As a charge paid in furtherance of an approved energy efficiency program, the Company may disconnect the metered structure for non-payment of the Service Charge under the same provisions as for any other electric service.
- 4.10 Non-Payment: Costs associated with participants who have fallen into non-pay status before complete recovery of equipment costs have been received will be recovered as a MEEIA Program cost.
- 4.11 Confirm Savings Actually Exceeded Tariffed-Charge: Program Administrator will perform a bi-annual analysis to evaluate weather-normalized 12-month post-upgrade Project cost savings and confirm that the Service Charge remains lower than the estimated Project cost savings. In the event the analysis indicates the Service Charge exceeds the estimated project cost savings due to inaccurate saving estimates, the Service Charge may be reduced or eliminated to the extent needed in order for the Participant to realize Project savings.
- 4.12 Repairs: Should at any future time during the billing of the Service Charge the Company determines that the installed upgrades are no longer functioning as intended, and that the occupant or building owner as applicable did not damage or fail to maintain the installed upgrades, the Company shall reduce or suspend the Service Charge until such time as the Company and/or its Program Partner can repair the upgrades. If the upgrades cannot be repaired or replaced cost effectively, the Company will waive remaining Service Charges. If the Company determines the occupant or owner of the location as applicable, damaged or failed to maintain the upgrades in place as described in section 4.4, it will seek to recover all costs associated with the installation, including any fees, incentives paid to lower Project costs, and legal fees. The Service Charge will continue until Company's cost recovery is complete, as long as the upgrades continue to function. The Company will not guarantee perfect operation of installed upgrades in every circumstance, and any suspension or waiver of unbilled Service Charges shall not entitle the Participant or owner to any refund or cancellation of previously billed Service Charges.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement, and Verification (EM&V) on this pilot program.

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**RULES AND REGULATIONS
ELECTRIC**

10.17 RESIDENTIAL INCOME ELIGIBLE SINGLE FAMILY

PURPOSE:

The Income Eligible Single-Family Program (Program) is designed to deliver long-term energy savings and bill reductions to residential single-family income eligible customers. This will be achieved through a variety of channels to educate customers about energy use in their homes and to offer information, products, and services to save energy wisely.

AVAILABILITY:

This program is available during the Program Period and is available to qualifying single-family income eligible customer's receiving service under any generally available residential rate schedule offered by the Company.

PROGRAM PROVISIONS:

Evergy Missouri Metro will hire a Program Administrator to implement this program and provide the necessary services to effectively manage the program and strive to attain the energy and demand savings targets.

The program consists of:

Funding for Kansas City Low-Income Leadership Assistance Collaborative ("KC-LILAC") for specialized services that can complement select community action agencies in minimizing deferred homes and/or enabling energy efficient custom domiciles that are subject to access and functional needs modifications and fund the Offer Center, not to include LEDS.

CUSTOMER ELIGIBILITY:

Program will be targeted to income-eligible zip code residents.

Income-eligible zip codes are defined as having at least 30% of Customers in a zip code at 200% of the federal poverty income level.

ELIGIBLE MEASURES AND INCENTIVES:

Measures filed in Case No. EO-2019-0133 are eligible for program benefits and may be offered during the Program Period. Eligible Measures can be found at www.evergy.com.

EVALUATION:

The Company will hire a third-party evaluator to perform an Evaluation, Measurement and Verification (EM&V) on this Program.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd
Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. R-64.13
Revised Sheet No. R-64.13

Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

10.28 RESERVED FOR FUTURE USE

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Evergy Missouri West, Inc. Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
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KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

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KANSAS CITY, MO 64106

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RULES AND REGULATIONS ELECTRIC

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
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RULES AND REGULATIONS ELECTRIC

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KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Evergy Missouri West, Inc. d/b/a Evergy Missouri West
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

10.36 RESERVED FOR FUTURE USE

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Aquila, Inc., dba

AQUILA NETWORKS For All Territory Served by Aquila Networks – L&P and Aquila Networks – MPS

KANSAS CITY, MO 64138

RULES AND REGULATIONS ELECTRIC

11. COMPLIANCE WITH RULES AND REGULATIONS

11.01 Failure to Comply

- A. No agent of Company has power to modify, waive, or to bind Company by making any promise or representation not contained in the approved Rules of Company.
- B. If the customer fails, neglects, or refuses to comply with these Rules, Company shall have the right to discontinue all its electric service to the customer and to remove its property from the customer's premises upon mailing notice to the address to which the monthly bills are sent.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 3rd Revised Sheet No. R-66
 Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. R-66
 For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04(G)	Security Deposits Standard New customer	Two (2) times highest billing One-sixth (1/6) of estimated annual billing
2.07(A)	Reconnect Charge At the meter At the pole	\$30.00 \$50.00
2.07(B)	Collection Charge	\$25.00
2.08(B)	Temporary Service, Up and down costs	Estimated costs less estimated salvage
2.09	Returned Payment Charge	\$30.00
4.02(B)	Tampering	All associated costs to reconnect service with a minimum charge of \$150.00
4.03(B)	Safety code violation	Company corrects violation and bills customer for all associated costs
4.08	Relocation of Company facilities	Contribution for any part of the estimated cost that cannot be supported by any additional revenue resulting from the relocation
4.09	Moving structure(s)	All associated costs
5.01(D)	Demand meter contact signals	Contribution-investment cost of providing such signals, plus related monthly operating costs
5.04	Billing adjustment	Varies by type and period to be adjusted depending upon revenue class
5.05	Non-Standard Meter Charge Non-Standard Meter Initial Setup Charge	\$45.00 monthly \$150.00

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 ER-2016-0156; YE-2017-0068

EVERGY MISSOURI WEST, INC. d/b/a EVERGY MISSOURI WEST

P.S.C. MO. No. 1 2nd Revised Sheet No. R-67
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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED (Continued)

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
6.09	Late Payment Charge	0.25% on unpaid bill
7.02(D)	Construction Charge	Varies by type and scope of project
7.06	Temporary meter set	
	Company Owned	Minimum \$250
	Customer Owned	Minimum \$300

FILED - Missouri Public Service Commission - 01/09/2023 - ER-2022-0130 - YE-2023-0105

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KCP&L Greater Missouri Operations Company

KANSAS CITY, MO 64105

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

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KCP&L Greater Missouri Operations Company

For All Territory Served as L&P and MPS

KANSAS CITY, MO 64106

**RULES AND REGULATIONS
ELECTRIC**

14. MUNICIPAL STREET LIGHTING SERVICE

TERMS AND CONDITIONS: The Company will provide street lighting service within the corporate limits of a Municipality under terms and conditions of applicable Rate Schedules, and Rules and Regulations of the Company.

MUNICIPALITY RESPONSIBILITY: The governing body of the Municipality recognizes its continuing duty to provide and operate such street lighting equipment as the Municipality deems necessary at and along the public ways and their intersections within the corporate limits of the Municipality in order to insure the safety of its inhabitants and to promote the free flow of persons and commerce in such public ways.

COMPANY SERVICE RESPONSIBILITY: The Company will provide street lighting service within the corporate limits of the Municipality to the extent that it now owns or is willing to provide and own electric street lighting facilities at locations selected by the Municipality at and along such public ways and their intersections in those portions within the corporate limits of the Municipality located within the certificated service territory of the Company and to operate such electric street lighting facilities pursuant to directions and in the manner designated by the Municipality for the purpose of the free flow and safety of persons and commerce at such locations.

STREET LIGHTING SYSTEM: The Street Lighting System shall be defined as and shall consist of street lighting luminaries, bracket arms, poles, lamps, control equipment, conductors and all other facilities necessary for the operation of electrically operated street lights in those portions of the corporate limits of the Municipality now or hereafter located within the Company's certificated territory. Such Street Lighting System shall include all facilities presently owned by the Company and located within such portions of the Municipality as such facilities now exists, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the Municipality during the term hereof. All facilities included within the Street Lighting System shall be furnished, installed, owned, operated and maintained by the Company. The Company shall supply all electric energy required for the operation of the Street Lighting System as part of the Street Lighting Service to be furnished by the Company to the Municipality.

KCP&L Greater Missouri Operations Company

For All Territory Served as L&P and MPS

KANSAS CITY, MO 64106

**RULES AND REGULATIONS
ELECTRIC**

14. MUNICIPAL STREET LIGHTING SERVICE (continued)

STREET LAMPS EXHIBIT: The Company will develop an exhibit which will indicate the number, size and type of the street lights on order or now owned and installed by the Company, operated and maintained by the Company and paid for by the Municipality. The number of street lights set forth in the exhibit shall be the minimum number of street lights which shall be used and paid for by the Municipality, and, if, when and as additional street lights are installed from time to time, the minimum number as set forth shall be increased to the extent of such additional street lights which shall be used and paid for by the Municipality under applicable rates and charges.

APPLICABLE RATE SCHEDULE: The Municipality shall pay to the Company for Municipal Street Lighting Service furnished by the Company at the rates and charges provided for in the Company's Rate Schedule for Municipal Street Lighting Service (MPS) or Municipal Street Lighting (L&P), as appropriate, any superseding schedule therefore as then in effect and on file with the State Regulatory Commission from time to time.

ADDITIONS TO THE STREET LIGHTING SYSTEM: Additions to the Street Lighting System may be ordered by and on behalf of the Municipality from time to time by written order of a legally authorized officer of the Municipality, and upon receipt the Company will institute action to furnish and install street lighting facilities of the type and design specified by the Municipality at the locations designated by the Municipality provided that the Company shall have the right to reject such order if the facilities specified are not currently contained in the Company's construction standards.

CHANGES AND REMOVALS: Changes in the location or direction of Street Lighting System facilities on public rights of way will be performed by the Company at the City's request. Changes made in conjunction with, and because of, a public improvement project which is paid for by public funds and requires public rights of way alterations, shall be done at the Company's expense. For all other changes, the City shall reimburse and pay to the Company the Company's cost of labor, transportation and materials incurred for such change (including, without limitation, applicable overheads, insurance and taxes).

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Effective: February 27, 2009

KCP&L Greater Missouri Operations Company

For All Territory Served as L&P and MPS

KANSAS CITY, MO 64106

**RULES AND REGULATIONS
ELECTRIC**

14. MUNICIPAL STREET LIGHTING SERVICE (continued)

CHANGES AND REMOVALS: (continued) Removals of Street Lighting System facilities, or portions thereof, will be performed by the Company at the Municipality's request. For all such removals, the Municipality shall reimburse and pay to the Company the Company's cost of labor, transportation and materials incurred for such removal (including, without limitation, applicable overheads, insurance and taxes), as well as the original cost of such facilities, less accrued depreciation and salvage value. A salvage credit will be allowed only when the particular items being removed have current reusable value to the Company. Such changes and removals shall be performed as soon as reasonably practical after receipt of a written order of a legally authorized officer of the Municipality requiring the same.

PROTECTION OF COMPANY PROPERTY: Property of the Company shall be protected by the Municipality against malicious destruction thereof as is the property of its inhabitants.

MUNICIPALITY PAYMENT LIABILITY: The Municipality shall pay all bills rendered by the Company for services furnished within thirty (30) days after receipt thereof. If any such bill is not paid within such period, a default shall have incurred and the Municipality shall become liable to pay the Company interest on such bill at the rate of ten percent (10%) per annum until such bill is paid. If any bill shall remain in default for ninety (90) days, the Company may, at its option, discontinue the furnishing of services provided until such time as the delinquent payments, together with all interest thereon, shall have been paid, and the Municipality shall also be liable to the Company for the value of its investment (undepreciated original cost) in the Street Lighting System.

FORCE MAJEURE: The Company shall not be liable on account of any interruption or delay of service occasioned by, and shall have no obligation to furnish service during the time service is interrupted by, an Act of God or any other cause not within the control of the Company, including but not limited to, failure of facilities, load shedding for the protection or restoration of system operations, flood, drought, earthquake, storm, lightning, fire, explosion, epidemic, war, riot, civil disturbance, invasion, insurrection, labor disturbance, strike, sabotage, collision, or restraint or order by any court or public or military authority having jurisdiction. Any strike or labor disturbance may be settled at the discretion of the Company.

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KCP&L Greater Missouri Operations Company

For All Territory Served as L&P and MPS

KANSAS CITY, MO 64106**RULES AND REGULATIONS
ELECTRIC****14. MUNICIPAL STREET LIGHTING SERVICE (continued)**

MUNICIPALITY PURCHASE OF STREET LIGHTING SERVICE: The Municipality shall have the right and option to purchase on a mutually agreed specified purchase date, upon one (1) year's written notice to the Company prior to the specified purchase date, only that portion of the Street Lighting System determined by the Company in use and useful and devoted exclusively to furnishing street lighting service within the corporate limits of the Municipality (the "property to be sold"). The purchase price for the property to be sold shall be and consist of all of the following:

- (a) the reproduction cost new less depreciation;
- (b) consequential and severance damages which will result or accrue to the Company from the sale and transfer of said property to the Municipality;
- (c) an allowance for the loss of a portion of the Company's going concern value;
- (d) all materials and supplies related uniquely to the property to be sold;
- (e) all expenses in connection with such sale; and
- (f) all other damages sustained by the Company by reason of such sale.

The Municipality may purchase a portion or portions of the Street Lighting System from time to time by giving written notice to the Company at least three months before the intended purchase date. The purchase price for said portion or portions shall be calculated pursuant to the above pricing formula for purchase of the entire System.

MUNICIPALITY PURCHASE OF ELECTRIC ENERGY: In the event the Municipality, pursuant to MUNICIPALITY PURCHASE OF STREET LIGHTING SERVICE, above, elects to and does purchase the property to be sold, the Municipality shall purchase and receive from the Company and the Company shall sell and deliver to the Municipality for a period of ten (10) years from the purchase date all of the electric energy required for the operation of all Municipally-owned street lighting facilities then or thereafter located within the certificated service territory of the Company at the applicable rate schedule for such service then or thereafter filed with and approved by the Missouri Public Service Commission.

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC**15.01 BUSINESS DEMAND-SIDE MANAGEMENT****PURPOSE:**

The Business Demand-Side Management (DSM) Programs (Programs), which consist of eight programs, are designed to encourage business customers to proactively use energy in such a way as to reduce consumption of electricity or to shift consumption from times of peak demand to times of non-peak demand.

These Programs are offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act or MEEIA) and the Commission's rules to administer MEEIA.

AVAILABILITY:

Except as otherwise provided in the terms governing a particular program, these Programs are available to any of KCP&L Greater Missouri Operations Company's customers served under GS, SGS, LGS or LPS rate schedules. The Programs are not available to customers electing to opt-out of DSM program funding under 4 CSR 240-20.094(6), and monetary incentives that otherwise would be payable under a program are not available to those that have received a state tax credit under sections 135.350 through 135.362, RSMo, or under sections 253.545 through 253.561, RSMo. As provided for in the Commission's rules, customers shall attest to non-receipt of any such tax credit and acknowledge that the penalty for a customer who provides false documentation is a class A misdemeanor.

A customer may elect not to participate (opt-out) in an electric utility's DSM programs under 4 CSR 240-20.094(6) if they:

- Have at least one account with a demand of 5,000 kW in the previous 12 months with that electric utility, or;
- Operate an interstate pipeline pumping station, or;
- Have multiple accounts with aggregate coincident demand of 2,500 kW in the previous 12 months with that utility and have a comprehensive demand-side or energy efficiency program with achieved savings at least equal to those expected from the utility-provided programs.

A customer electing to opt-out must provide written notice to the electric utility no earlier than September 1 and not later than October 30 to be effective for the following calendar year but shall still be allowed to participate in interruptible or curtailable rate schedules or tariffs offered by the electric utility.

Unless otherwise provided for in the tariff sheets or schedules governing a particular program, customers may participate in multiple programs, but may receive only one Incentive per Measure.

The Company reserves the right to discontinue the entire MEEIA cycle 2 portfolio, if the Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission.

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KCP&L Greater Missouri Operations Company For Missouri Retail Service Area
KANSAS CITY, MO 64106

RULES AND REGULATIONS
ELECTRIC

15.01 BUSINESS DEMAND-SIDE MANAGEMENT

(continued)

DEFINITIONS:

Unless otherwise defined, terms used in tariff sheets or schedules in Section 15 have the following meanings:

Applicant – A customer who has submitted a program application or has had a program application submitted on their behalf by an agent or trade ally.

Demand-Side Program Investment Mechanism (DSIM) – A mechanism approved by the Commission in KCP&L Greater Missouri Operations Company's filing for demand-side programs approval in Case No. EO-2015-0241.

Energy Efficiency - Measures that reduce the amount of electricity required to achieve a given end use.

Incentive – Any consideration provided by Company directly or through the Program Administrator, including in the form of cash, bill credit, payment to third party, or public education programs, which encourages the adoption of Measures.

Long-Lead Project- A project committed to by a Customer, accepted by the Company, and a signed commitment offer received by the program administrator by the end of the Program Period, according to the terms and implementation of the MEEIA 2016-2018 Energy Efficiency Plan that will require until a date 12 months from the end of the Program Period to certify completion.

Measure – An end-use measure, energy efficiency measure, and energy management measure as defined in 4 CSR 240-22.020(18), (20), and (21).

Participant – End-use customer and/or manufacturer, installer, or retailer providing qualifying products or services to end-use customers.

Program Administrator – The entity selected by Company to provide program design, promotion, administration, implementation, and delivery of services.

Program Partner – A retailer, distributor or other service provider that Company or the Program Administrator has approved to provide specific program services through execution of a Company approved service agreement.

Program Period – The period from April 1, 2016 through December 31, 2019 unless earlier terminated under the TERM provision of this tariff. Programs may have slightly earlier termination dates for certain activities, as noted on the Company website – www.kcpl.com.

Project – One or more Measures proposed by an Applicant in a single application.

KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC**15.01 BUSINESS DEMAND-SIDE MANAGEMENT****(continued)**

Total Resource Cost (TRC) Test – A test of the cost-effectiveness of demand-side programs that compares the avoided utility costs to the sum of all incremental costs of end-use measures that are implemented due to the program (including both Company and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

TERM:

These tariff sheets and the tariff sheets reflecting each specific Business DSM program shall be effective from the effective date of the tariff sheets to December 31, 2019, unless an earlier termination date is ordered or approved by the Commission.

If the Programs are terminated prior to the end of the Program Period, only Incentives for qualifying Measures that have been installed prior to the Programs' termination will be provided to the customer.

DESCRIPTION:

The reduction in energy consumption or shift in peak demand will be accomplished through the following Programs:

- Business Energy Efficiency Rebates - Custom
- Business Energy Efficiency Rebates - Standard
- Business Programmable Thermostat
- Strategic Energy Management
- Block Bidding
- Small Business Direct Install
- Demand Response Incentive

In addition, KCP&L customers also have access to the Online Business Energy Audit

Program details regarding the interaction between Company or Program Administrators and Participants, such as Incentives paid directly to Participants, available Measures, availability of the Program, eligibility, and application and completion requirements may be adjusted through the change process as presented below. Those details, additional details on each Program, and other details such as process flows, application instructions, and application forms will be provided by the Company website, www.kcpl.com.

CHANGE PROCESS:

The change process is applicable to changes in program detail regarding the interaction between Company or Program Administrators and Participants, and excludes changes to the ranges of Incentive amounts for each Measure.

- 1) Identify need for program detail change regarding the interaction between Company or Program Administrators and Participants;
- 2) Discuss proposed change with Program Administrator;
- 3) Discuss proposed change with Evaluator;
- 4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);
- 5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the

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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC**15.01 BUSINESS DEMAND-SIDE MANAGEMENT****(continued)**

- time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);
- 6) Take timely received recommendations into account and incorporate them where Company believes it is appropriate to do so;
 - 7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;
 - 8) Make changes to forms and promotional materials;
 - 9) Update program website;
 - 10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2015-0241; and
 - 11) Inform Customer, trade allies, etc.

KCP&L Greater Missouri Operations Company will also continue to discuss and provide information on ongoing Program and Portfolio progress at quarterly regulatory advisory group update meetings.

PROGRAMS' ANNUAL ENERGY AND DEMAND SAVINGS TARGETS:

Note that targeted energy and demand savings may be shifted between Programs depending on market response, changes in technology, or similar factors. These targets are based on savings at customer meters (excluding transmission and distribution line losses).

	<i>Incremental Annual kWh Savings Targets at Customer Side of Meter</i>					<i>Cumulative Incremental Annual Targets by Program</i>
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	Program Plan Year 4		
				Extension 09/30/2019	Extension 12/31/2019	
Strategic Energy Management	4,042,503	4,042,503	4,042,503	2,022,262	3,031,877	15,159,385
Business Energy Efficiency Rebates-Custom	9,754,147	10,088,575	10,237,210	5,015,829	7,519,983	37,599,915
Business Energy Efficiency Rebates-Standard	12,876,154	12,904,896	12,929,712	6,455,020	9,677,691	48,388,453
Block Bidding	5,029,699	5,029,699	7,544,549	2,935,458	4,400,987	22,004,934
Small Business Direct Install	705,332	1,430,185	1,434,447	595,291	892,491	4,462,454
Business Programmable Thermostat	26,334	26,334	26,334	17,775	19,751	98,753
TOTAL	32,434,168	33,522,192	36,214,755	17,041,635	25,542,779	127,713,893

Earnings Opportunity targets are set forth in KCP&L Greater Missouri Operations Company's Schedule DSIM, Sheet No. 138.8, as approved in Case No. EO-2015-0241.

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RULES AND REGULATIONS ELECTRIC

15.01 BUSINESS DEMAND-SIDE MANAGEMENT**(continued)**

	<i>Incremental Annual kW Demand Savings Targets at Customer Side of Meter</i>					<i>Cumulative Incremental Annual Targets by Program</i>
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	Program Plan Year 4		
				Extension 09/30/2019	Extension 12/31/2019	
Strategic Energy Management	947	947	947	474	710	3,552
Business Energy Efficiency Rebates-Custom	2,516	2,602	2,640	1,294	1,940	9,698
Business Energy Efficiency Rebates-Standard	2,128	2,128	2,129	1,065	1,596	7,981
Block Bidding	872	872	1,308	509	763	3,815
Small Business Direct Install	118	237	237	99	148	740
Business Programmable Thermostat	72	72	72	48	54	269
Demand Response Incentive	20,000	20,000	15,000	0	0	55,000
TOTAL	26,653	26,858	22,333	3,488	5,211	81,055

Earnings Opportunity targets are set forth in KCP&L Greater Missouri Operations Company's Schedule DSIM, Sheet No. 138.8, as approved in Case No. EO-2015-0241.

PROGRAM COSTS AND INCENTIVES:

Costs of and Incentives for the Business DSM Programs reflected herein shall be identified in a charge titled "DSIM Charge" appearing as a separate line item on customers' bills and applied to customers' bills as a per kilowatt-hour charge as specified in the GS, SGS, LGS or LPS rate schedules. All customers taking service under said rate schedules shall pay the charge regardless of whether a particular customer utilizes a demand-side program available hereunder, unless they have opted-out as provided for previously.

PROGRAM DESCRIPTIONS:

The following pages contain other descriptions and terms for the Programs being offered under this tariff.

****CHANGES IN MEASURES OR INCENTIVES:**

KCP&L Greater Missouri Operations Company may offer the Measures contained in Company's filing approved in Case No. EO-2015-0241. The offering of Measures not contained within the aforesaid filing must be approved by the Commission. Measures being offered and Incentives available to customers will be listed on Company's website, www.kcpl.com. The Measures and Incentives being offered are subject to change. Customers must consult www.kcpl.com for the list of currently available Measures. Should a Measure or Incentive offering shown on Company's website differ from the corresponding Measure or Incentive offering shown in the currently effective notice filed in Case No. EO-2015-0241, the stated Measure or Incentive offering as shown in the currently effective notice shall govern.

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KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

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15.02 ONLINE BUSINESS ENERGY AUDIT

PURPOSE:

This program provides business customers access, through www.kcpl.com, to analyze the energy efficiency of their businesses, educational materials regarding energy efficiency and conservation, and information on KCP&L's other demand-side management programs.

PROGRAM PROVISIONS:

This energy efficiency program is considered educational. Additional details are available at the Company website, www.kcpl.com.

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ELECTRIC**15.03 BUSINESS ENERGY EFFICIENCY REBATES – CUSTOM****PURPOSE:**

The Business Energy Efficiency Rebates - Custom program is designed to encourage more effective utilization of electric energy through Energy Efficiency improvement opportunities which are available at the time of new equipment purchases, facility modernization, and industrial process improvement. This program provides rebates for Energy Efficiency measures that are not specifically covered under the Business Energy Efficiency Rebates – Standard program. A “Custom Incentive” is a direct payment or bill credit to a Participant for installation of Measures that are part of projects that have been pre-approved by the Program Administrator.

AVAILABILITY:

This program is available during the Program Period, and is available to all customers in the classes identified in the Business Demand-Side Management section that also meet Custom Rebate Program Provisions below.

PROGRAM PROVISIONS:

This program provides a rebate for installing qualifying high efficiency equipment or systems, or replacing or retrofitting HVAC systems, motors, lighting, pumps or other qualifying equipment or systems with higher energy efficiency equipment or systems. Both new construction projects and retrofit projects are eligible to apply. To become a Participant in the program, customers must request a rebate for a project by submitting an application through the Company website (www.kcpl.com) or on paper. Projects must be pre-approved by the Program Administrator before the project start date to be eligible for a rebate. Customer applications will be evaluated and the rebates will be distributed on a first-come basis according to the date of the customer's application.

Rebate applications for different energy saving measures at the same facility may be submitted. An entity with multiple facilities may participate for each facility by submitting an application for each facility. The maximum amount of each rebate will be calculated as a flat rate in cents per kWh saved, up to the customer annual maximum. The cents per kWh range and customer annual maximum can be found at www.kcpl.com. The total amount of program (Business Energy Efficiency Rebate- Custom and Standard) rebates that a Participant can receive during a program year is initially set and limited to a program cap of \$500,000 per customer. The program cap can be adjusted for each program year during the Program Period by filing an updated tariff sheet. The rebate for the measure will be issued upon completion of the project's final application process.

After KCP&L Greater Missouri Operations Company reviews projects approved and/or paid during the first six months of a program year, Company may approve applications for additional rebates if the customer has reached its maximum and if Program funds are available.

By applying for the Custom Rebate Program, the customer agrees that the project may be subject to random on-site inspections by the Program Administrator.

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ELECTRIC**15.04 BUSINESS ENERGY EFFICIENCY REBATES - STANDARD****PURPOSE:**

The Business Energy Efficiency Rebates - Standard program is designed to encourage installation of energy efficient measures in existing facilities. The primary objectives of this program are to provide pre-set incentives to facility owners and operators for the installation of high efficiency equipment and controls and to provide a marketing mechanism for electrical contractors, mechanical contractors, and their distributors to promote energy efficient equipment to end users.

AVAILABILITY:

This program is available during the Program Period, and is available to all customers in the classes identified in the Business Demand-Side management section that also meet Standard Rebate Program Provisions below.

PROGRAM PROVISIONS:

Company will hire a Program Administrator to implement this program. The Program Administrator will provide the necessary services to effectively implement the program and to strive to attain the energy and demand savings targets. Standard Measures and Incentives will be provided to qualifying participants that provide completed Standard Rebate Applications as indicated below:

- Participant must complete a Standard Rebate Application form, or purchase from pre-qualified equipment distributors, available at www.kcpl.com;
- Participant must provide proof of equipment purchase and installation;
- Measures must be purchased and installed after the effective date of this tariff;
- Measures which receive an Incentive under the Custom Rebate Program are not eligible for this Standard Rebate Program; and
- Standard Measures can be installed as a retrofit in an existing facility.

By applying for the Standard Rebate Program, the Participant agrees that the project may be subject to random on-site inspections by the Program Administrator.

The total amount of program (Business Energy Efficiency Rebate – Custom and Standard) rebates that a Participant can receive during a program year of the Program Period is initially set and limited to a program cap of \$500,000 per customer. The program cap can be adjusted for each program year during the Program Period by filing an updated tariff sheet.

ELIGIBLE MEASURES AND INCENTIVES:

Standard Incentives filed in Case No. EO-2015-0241 are eligible for program benefits and Incentives and may be offered during the Program Period. These include, but are not limited to, the following equipment types:

- Lighting and Controls
- Motors, Pumps and Variable Frequency Drives
- HVAC (Heating, Ventilation and Air-Conditioning)
- Business Computing
- Food Service and Refrigeration

Eligible Incentives directly paid to program Participant and Measures can be found at www.kcpl.com.

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15.05 BLOCK BIDDING**PURPOSE:**

The Block Bidding program is designed to encourage high-volume energy savings projects from customers and third-party suppliers working on behalf of customers at a lower cost than traditional programs.

AVAILABILITY:

This program is available during the Program Period, and is available to all customers in the classes identified in the Business Demand-Side Management section that also meet Block Bidding Program Provisions below.

PROGRAM PROVISIONS:

KCP&L Greater Missouri Operations Company will hire a Program Administrator to implement this program. The Program Administrator will provide the necessary services to effectively implement the program and to strive to attain the energy and demand savings targets.

This program seeks to purchase blocks of electric savings by issuing a Request for Proposal (RFP) to eligible customers and third-party suppliers. The RFP details the proposal requirements, as well as the electric savings that must be achieved. Customers and/or third parties submit proposals to deliver the requested block of cost-effective electric energy and/or demand savings.

Bidder proposals are reviewed to (1) verify customer eligibility; (2) ensure completeness and accuracy of proposed energy savings; and (3) screen the proposed measures for cost-effectiveness.

Qualifying bidder proposals are ranked based upon the proposed cost per kW and kWh saved (\$/kW, \$/kWh). Program funds are awarded to bidders who meet the above three point criteria and meet Company objectives including lowest \$/kW, \$/kWh saved until funding is depleted. Company enters into contracts with bidders that receive program funding. All projects must receive pre- and post-implementation inspections to verify the existing and upgraded equipment.

Further program details can be found at www.kcpl.com.

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15.06 STRATEGIC ENERGY MANAGEMENT**PURPOSE:**

The Strategic Energy Management program is designed to provide energy education, technical assistance and company-wide coaching to business customers to encourage behavioral change and transformation with respect to energy use and management. The program provides customers consultative resources and incentives.

AVAILABILITY:

This program is available during the Program Period, and is available to all customers in the classes identified in the Business Demand-Side Management section that also meeting Strategic Energy Management Program Provisions below.

PROGRAM PROVISIONS:

Company will hire a Program Administrator and Energy Management Provider to implement this program. The Program Administrator will provide the necessary services to effectively implement the program and to strive to attain the energy and demand savings targets. The Energy Management Provider will serve as project manager, organizational facilitator and savings modeler.

The program includes two programs options:

1. One-on-One Consultative Strategy Energy Management providing the customer with access to an energy expert who works intensively with the customer to integrate energy management into the organization.
2. Strategic Energy Management Cohort which places companies into groups that work together for one year or longer and share best practices.

ELIGIBLE MEASURES AND INCENTIVES:

Measures filed in Case No. EO-2015-0241 are eligible for program benefits and Incentives and may be offered during the Program Period. Eligible Incentives directly paid to customers and Measures can be found at www.kcpl.com.

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15.07 SMALL BUSINESS DIRECT INSTALL

PURPOSE:

The Small Business Direct Install program is designed to provide targeted, cost-effective measures to small business customers in a quickly deployable program delivery mechanism.

AVAILABILITY:

This program is available to small and medium business customers with an average electric demand of less than or equal to 100 kW per year.

PROGRAM PROVISIONS:

KCP&L Greater Missouri Operations Company will hire a Program Administrator to implement this program. The Program Administrator will provide the necessary services to effectively implement the program and to strive to attain the energy and demand savings targets.

This program offers customers an energy assessment which includes potential energy savings and anticipated payback, as well as incentives that cover a portion of equipment and installation costs.

ELIGIBLE MEASURES AND INCENTIVES:

Measures filed in Case No. EO-2015-0241 are eligible for program benefits and Incentives and may be offered during the Program Period. These include, but are not limited to, the following:

- Occupancy sensors
- LED exit signs
- Fluorescent lamps

Eligible Incentives directly paid to customers and Measures can be found at www.kcpl.com.

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15.08 BUSINESS PROGRAMMABLE THERMOSTAT**(continued)****CURTAILMENT LIMITS:**

KCP&L Greater Missouri Operations Company may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day officially designated as such. A curtailment event occurs whenever the thermostat is being controlled by Company or its assignees. Company may call a maximum of one curtailment event per day per Participant lasting no longer than four (4) hours per Participant. Company is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

CURTAILMENT OPT OUT PROVISION:

A Participant may opt out of any air conditioning cycling curtailment event during the Curtailment Season by notifying Company at any time prior to or during a curtailment event. Participant may opt out of an ongoing event via their smart phone or by the thermostat itself. Notification must be communicated to Company by using Company's website (www.kcpl.com) or by calling Company at the telephone number provided with the air conditioner cycling agreement.

NEED FOR CURTAILMENT:

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter(s) approaches a constraint on the generation, transmission or distribution systems or to maintain Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a customer's retail price.

CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, if the thermostat was provided free of charge to the Participant, then the thermostat becomes the Participant's property. The customer will remain subject to curtailment unless they make a request with Company or its assignees to be removed from the program. However, so long as the agreement to participate in the Program is in force, Company will provide maintenance and repair to the programmable thermostat as may be required due to normal use. If the Participant has the Company provided thermostat and leaves the program prior to the end of the initial contract, Company will have 60 days thereafter to remove the thermostat and/or other control equipment; otherwise, it becomes the Participant's property. Company will also have a separate Customer Program Participation Agreement outlining Customer and Company responsibilities, and additional information concerning data privacy and Program termination for customers who participate in any studies that will analyze and evaluate customers' behavior and usage of thermostat, and associated software.

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KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC**15.09 DEMAND RESPONSE INCENTIVE****PURPOSE:**

This voluntary program is designed to reduce customer load during peak periods to help defer future generation capacity additions and provide for improvements in energy supply. The maximum recurring monthly and/or annual bill credit will not cause the Program's cost to be higher than the benefits realized from the avoided capacity.

AVAILABILITY:

This program is available during the Program Period, and is available to all customers in the classes identified in the Business Demand-Side Management section that also meet Demand Response Incentive provisions. The Customer (or Participant) must have a load curtailment capability of at least 25 kW during the Curtailment Season and within designated Curtailment Hours, and must agree to establish Firm Power Levels as set forth herein. Availability is further subject to the economic and technical feasibility of the installation of required Company equipment. The Company reserves the right to limit the total Curtailable Load determined under this program.

A customer may enroll directly with KCP&L or with a KCP&L-approved Aggregator. A KCP&L-approved Aggregator is an entity, appointed by a customer to act on behalf of said Customer with respect to all aspects of the Program, including but not limited to: a) the receipt of notices from KCP&L under this Program; and b) the receipt of incentive payments from KCP&L.

AGGREGATION OF A CUSTOMER'S MULTIPLE ACCOUNTS:

For the purposes of this program only and at the Company's option, a Customer with multiple accounts may request that some or all of its accounts be aggregated with respect to Estimated Peak Demands, Curtailable Loads and Firm Power Levels, so long as each account in the aggregation is able to provide a Curtailable Load of at least 25 kW. The aggregated account will be treated as a single account for purposes of calculating the Program Participation Payments, Curtailment Occurrence Payments and Penalties.

TERM OF CONTRACT:

Contracts under this program shall be a standard contract for each program provision and shall be effective as of the date of contract execution and will expire as indicated in the customer contract but no later than the end of the Program Period. Thereafter, Customers may enter into a new contract subject to the terms and conditions of this program as may be modified from time to time. Written notice by either the Customer or Company to terminate a contract must be given at least thirty (30) days prior to commencement of the Curtailment Season. The Company shall provide Commission Staff and The Office of the Public Counsel with the standard contracts to be used for each program provision. Customers may view standard contract forms at www.kcpl.com/save-energy-and-money/for-business.

KCP&L is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

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15.09 DEMAND RESPONSE INCENTIVE

(continued)

PROGRAM PROVISIONS:

This Program may be executed by either of two methods:

Traditional Demand Response Incentive (DRI)

A Participant with load curtailment potential during the Curtailment Season and designated Curtailment hours enrolls directly with KCP&L or KCP&L-approved Aggregator. The Participant agrees to curtail load at or below their contracted Firm Power Level during a KCP&L Curtailment Event. The Participant or Aggregator receives an event notice from KCP&L and they may manually execute their facility curtailment plan to fulfill their contract. The Participant receives financial incentives from June through September for Program participation and payments for successful hourly event performance or penalties for non-performance. Participants are notified in advance of scheduled curtailment events and may opt not to participate in an event, but KCP&L reserves the right to assess financial penalties and or contract termination for non-participation as described in Participant's individual contract.

Automated Demand Side Management (ADSM)

A Participant with load curtailment potential during the Curtailment Season and designated Curtailment hours enrolls directly with KCP&L or a KCP&L-approved Aggregator. KCP&L then utilizes the Participant's building energy management system to measure, analyze and report near real time curtailable load capacity. This two-way communication system creates a near real-time bridge between the Program and the Participant's curtailable equipment. The Participant or their Aggregator receives the curtailment event notice from KCP&L then sends the signal to the energy management system to control individual equipment loads to meet necessary kW load reduction. The Participant may override this automated signal before or during an event. Participant receives a financial incentive for participation, but no per event payment. Any limitations on event over-rides or associated penalties are detailed in the Participant's individual contract. The Aggregator delivering the ADSM method will provide specific terms of participation in Participant's Agreement that may vary from the following Program Provisions.

CURTAILMENT SEASON:

The Curtailment Season shall be determined based upon the method or curtailment, with Customers contracting directly with KCP&L participating in a curtailment season period of June 1 through September 30. The Curtailment Season directly contracted Customers will exclude Independence Day and Labor Day, or the days celebrated as such. Customers contracted with and participating in a KCP&L-approved Aggregator's portfolio shall experience a mutually agreed upon curtailment season pursuant to the terms of the KCP&L-approved Aggregator's contract with the Customer, which may extend the Curtailment Season from January 1 through December 31.

KCP&L is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

CURTAILMENT LIMITS:

The DRI Customer contract shall specify the Maximum Number of Curtailment Events for which the Customer agrees to curtail load during each Curtailment Season. For customers contracting directly with KCP&L Greater Missouri Operations Company, the Maximum Number of Curtailment Events shall be at least one (1) but shall not exceed ten (10) separate occurrences per Curtailment Season. Each Curtailment Event shall be no more than eight consecutive hours and no more than one occurrence will be required per day. The Company may call a Curtailment Event no more than three consecutive days per calendar week. The cumulative hours of Curtailment Hours per Customer shall not exceed eighty (80) hours in any Curtailment Season.

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15.09 DEMAND RESPONSE INCENTIVE

(continued)

CURTAILMENT LIMITS: (continued)

For Customer's contracted through a Company-approved Aggregator, the Maximum Number of Curtailment Events, Duration of Curtailment Events and Frequency of Curtailment Events shall be defined within the Customer's contract and mutually agreed upon by Company, the Customer, and the Aggregator.

ESTIMATED PEAK DEMANDS:

The Estimated Peak Demand is the average of the Customer's Monthly Maximum Demand for Monday through Friday between 12:00 noon and 8:00 p.m. for June 1 through September 30 from the previous year.

The Company may use such other data or methodology as may be appropriate to establish the Estimated Peak Demand.

ESTIMATED PEAK DEMAND MODIFICATIONS:

The Company may review and, if necessary, adjust the Customer's Estimated Peak Demand based on evidence that the Customer's actual peak demand has changed, or will change, significantly from the Estimated Peak Demand currently being used to calculate the Customer's Curtailable Load. If a change in the Customer's Estimated Peak Demand results in a change in its Curtailable Load, the Customer shall lose and/or be required to repay its curtailment compensation proportional to the number of days curtailment was not available and the change in the Curtailable Load.

FIRM POWER LEVELS:

The Customer's Firm Power Level, which is the maximum demand level to be drawn during a Curtailment Event, shall be set at least 25 Kw less than the Customer's Estimated Peak Demand.

FIRM POWER LEVEL MODIFICATIONS: (continued)

Additionally, any change in Firm Power Level that decreases Curtailable Load for the Customer shall result in re-evaluation of all curtailment compensation to the Customer including any payment or credits made in advance of the Curtailment Season. The Customer shall repay the Company prior payments/credits made in excess of the curtailment compensation due based on the decreased level of Curtailable Load.

Additionally, any change in Firm Power Level that decreases Curtailable Load for the Customer shall result in re-evaluation of all curtailment compensation to the Customer including any payment or credits made in advance of the Curtailment Season. The Customer shall repay the Company prior payments/credits made in excess of the curtailment compensation due based on the decreased level of Curtailable Load.

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15.09 DEMAND RESPONSE INCENTIVE

(continued)

CURTAILABLE LOAD:

Curtable Load shall be that portion of a Customer's Estimated Peak Demand that the Customer is willing and able to commit for curtailment, and that the Company agrees to accept for curtailment. The Curtable Load shall be the same amount for each month of the contract. Under no circumstances shall the Curtable Load be less than 25 kW. Curtable Load is calculated as the difference between the Estimated Peak Demand as determined above, and the Firm Power Level.

SELF-GENERATION:

Self-generation as a curtailment method is restricted to customers who can provide documentation validating Compliance pursuant to Environmental Protection Agency ("EPA") regulations (summarized at www.epa.gov/ttn/atw/icengines/comply.html) that affect the use of reciprocating internal combustion engines.

CUSTOMER COMPENSATION:

Customer compensation shall be defined within each Customer contract. Timing of all payments/credits shall be specified in the curtailment contract with each Customer. Payments shall be paid to the Customer by Company in the form of a check or bill credit as specified in the contract or by a Company-approved Aggregator as defined within the Customer's contract. The credits shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rates schedules shall remain in effect.

Compensation will include:

PROGRAM PARTICIPATION PAYMENT:

For each Curtailment Season, Customer shall receive a payment/credit based upon the incentive structure outlined within the contract term. The Program Participation Payment for a Curtailment Season is equal to the per kilowatt of Curtable Load rate as defined in the Customer's contract.

The Program Participation Payment will be divided by the number of months in the Curtailment Season and may be applied as bill credits equally for each month of the Curtailment Season or as a combined Participation and Curtailment Event net payment check after the close of the DRI Season.

Curtailment Event Payment: Customers may also receive an Event Payment for each Curtailment Hour during which the Customer's metered demand is less than or equal to his Firm Power Level.

NEED FOR CURTAILMENT:

Curtailments can be requested for operational or economic reasons. Operational curtailments may occur when physical operating parameters approach becoming a constraint on the generation, transmission, or distribution systems, or to maintain the Company's capacity margin requirement. Economic curtailment may occur when the marginal cost to produce or procure energy, or the opportunity to sell the energy in the wholesale market, is greater than the Customer's retail price.

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RULES AND REGULATIONS
ELECTRIC**15.09 DEMAND RESPONSE INCENTIVE****(continued)****ENERGY PURCHASE OPTION:**

At the Company's option and the Customer's request, during a Curtailment Event called for economic reasons, the customer may purchase energy above its Firm Power Level from the Company at a price per kilowatt-hour determined at the beginning of a Curtailment Event. A Curtailment Event Payment will not be paid to Customers for Curtailment Events where this option is used. Customer will not have the option to purchase energy during a Curtailment Event called for operational reasons.

PENALTIES:

Failure of the Customer to effect load reduction to its Firm Power Level or lower in response to any Company request for curtailment shall result in the following reduction or refund of Program Participation Payments and Curtailment Occurrence Payments for each such failure as follows:

Reduction of Program Participation Payment: Customer will receive reduced future Program Participation Payments or a bill debit, in an amount equal to 150% of the Program Participation Payment divided by the Maximum Number of Curtailment Event Hours, the result of which is multiplied by the percentage by which the Customer underperformed during a Curtailment Event Hour.

Any Customer who fails to reduce load to its Firm Power Level as described within their Customer Contract may be removed from the program and/or be ineligible for this program for a period of two years from the date of the third failure.

CURTAILMENT CANCELLATION:

The Company reserves the right to cancel a scheduled Curtailment Event prior to the start time of such Curtailment Event. However, if cancellation occurs with less than two hours of the notification period remaining prior to commencement of a Curtailment Event, the canceled Curtailment Event shall be counted as a separate occurrence with a zero-hour duration.

TEST CURTAILMENT:

The Company reserves the right to request a Test Curtailment once each year and/or within three months after a Customer's failure to effect load reduction to its Firm Power Level or lower upon any Company request for curtailment. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

VOLUNTARY LOAD REDUCTION:

Customers served in this Program also will be served on the Voluntary Load Reduction Rider (Schedule VLR), subject to the paragraph entitled "Special Provisions for Customers Served on Schedule MP." A separate Contract for service on Schedule VLR is not required for customers served under this Program.

ADDITIONAL VOLUNTARY EVENTS

At any time while the Customer's contract is in effect, the Company may request a Customer to participate, on a voluntary basis, in additional Curtailment Events. Customers who are asked and who participate in these additional voluntary curtailments will receive Curtailment Event Payments as outlined previously in this tariff, but will not receive additional Program Participation Payments. This provision applies to all Customers whose contracts are still in force, whether or not they have participated in a number of Curtailment Events equal to their chosen Maximum Number of Curtailment Events.

At its sole discretion, the Company will decide to apply the terms of Voluntary Load Reduction or Additional Voluntary Events for a given Curtailment Event.

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P.S.C. MO. No. 1
Canceling P.S.C. MO. No. _____

Original Sheet No. R-91
Sheet No. _____

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15.10 RESERVED FOR FUTURE USE

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15.13 RESERVED FOR FUTURE USE

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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC**15.15 RESIDENTIAL DEMAND-SIDE MANAGEMENT****PURPOSE:**

The Residential Demand-Side Management (DSM) Programs (Programs), which consist of eight programs, are designed to encourage residential customers to proactively use energy in such a way as to reduce consumption of electricity or to shift consumption from times of peak demand to times of non-peak demand.

These Programs are offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act or MEEIA) and the Commission's rules to administer MEEIA.

AVAILABILITY:

Except as otherwise provided in the terms governing a particular program, these Programs are available to residential customers in KCP&L Greater Missouri Operations Company's service area being served under any residential rate schedule.

Monetary incentives are not payable to customers that have received a state tax credit under sections 135.350 through 135.362, RSMo, or under sections 253.545 through 253.561, RSMo. As provided for in the Commission's rules, customers shall attest to non-receipt of any such tax credit and acknowledge that the penalty for a customer who provides false documentation is a class A misdemeanor.

Unless otherwise provided for in the tariff sheets or schedules governing a particular program, customers may participate in multiple programs, but may receive only one Incentive per Measure.

The Company reserves the right to discontinue the entire MEEIA cycle 2 portfolio, if Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission.

DEFINITIONS:

Unless otherwise defined, terms used in tariff sheets or schedules in Section 23 have the following meanings:

Applicant – A customer who has submitted a program application or has had a program application submitted on their behalf.

Demand-Side Program Investment Mechanism (DSIM) – A mechanism approved by the Commission in Company's filing for demand-side program approval in Case No. EO-2015-0241.

Energy Efficiency - Measures that reduce the amount of electricity required to achieve a given end use.

Incentive – Any consideration provided by KCP&L directly or through the Program Administrator and Program Partners, including buydowns, markdowns, rebates, bill credits, payment to third parties, direct installations, giveaways and education, which encourages the adoption of Measures.

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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC

15.15 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

Measure – An end-use measure, energy efficiency measure, and energy management measure as defined in 4 CSR 240-22.020(18), (20), and (21).

Participant – End-use customer and/or manufacturer, installer, or retailer providing qualifying products or services to end-use customers.

Program Administrator – The entity selected by Company to provide program design, promotion, administration, implementation, and delivery of services.

Program Partner – A retailer, distributor or other service provider that Company or the Program Administrator has approved to provide specific program services through execution of a Company approved service agreement.

Program Period – The t period from April 1, 2016 through December 31, 2019, unless earlier terminated under the TERM provision of this tariff. Programs may have slightly earlier deadlines for certain activities, as noted on the Company website – www.kcpl.com.

Total Resource Cost (TRC) Test – A test of the cost-effectiveness of demand-side programs that compares the avoided utility costs to the sum of all incremental costs of end-use measures that are implemented due to the program (including both Company and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

TERM:

These tariff sheets and the tariff sheets reflecting each specific residential DSM program shall be effective from the effective date of the tariff sheets to December 31, 2019, unless an earlier termination date is ordered or approved by the Commission.

If the Programs are terminated prior to the end of the Program Period, only Incentives for qualifying Measures that have been preapproved or installed prior to the Programs' termination will be provided to the customer.

DESCRIPTION:

The reduction in energy consumption or shift in peak demand will be accomplished through the following Programs:

- Home Appliance Recycling Rebate
- Whole House Efficiency
- Home Energy Report
- Income-Eligible Multi-Family
- Home Lighting Rebate
- Income-Eligible Weatherization
- Residential Programmable Thermostat

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KCP&L Greater Missouri Operations Company
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RULES AND REGULATIONS
ELECTRIC**15.15 RESIDENTIAL DEMAND-SIDE MANAGEMENT****(continued)**

In addition, KCP&L Greater Missouri Operations Company residential customers have access to the Online Home Energy Audit.

Program details regarding the interaction between Company or Program Administrators and Participants, such as Incentives paid directly to Participants, available Measures, availability of the program, eligibility, and application and completion requirements may be adjusted through the change process as presented below. Those details, additional details on each program, and other details such as process flows, application instructions, and application forms will be provided on the Company website, www.kcpl.com.

CHANGE PROCESS:

The change process is applicable to changes in program detail regarding the interaction between Company or Program Administrators and Participants in the Programs, and excludes changes to the ranges of Incentive amounts for each Measure.

- 1) Identify need for program detail change regarding the interaction between Company or Program Administrators and Participants in the Programs;
- 2) Discuss proposed change with Program Administrator;
- 3) Discuss proposed change with Evaluator;
- 4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);
- 5) Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);
- 6) Take timely received recommendations into account and incorporate them where Company believes it is appropriate to do so;
- 7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;
- 8) Make changes to forms and promotional materials;
- 9) Update program website;
- 10) File updated web pages and, if appropriate updated list of Measures and Incentive amounts in Case No. EO-2015-0241; and
- 11) Inform Customers, trade allies, Program Partners, etc.

Company will also continue to discuss and provide information on ongoing program and portfolio progress at quarterly regulatory advisory group update meetings.

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KCP&L Greater Missouri Operations Company For Missouri Retail Service Area
KANSAS CITY, MO 64106

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ELECTRIC

15.15 RESIDENTIAL DEMAND-SIDE MANAGEMENT**(continued)****PROGRAMS' ANNUAL ENERGY AND DEMAND SAVINGS TARGETS:**

Note that targeted energy and demand savings may be shifted between programs depending on market response, changes in technology, or similar factors. These targets are based on savings at customer meters (excluding transmission and distribution line losses).

	<i>Incremental Annual kWh Savings Targets at Customer Side of Meter</i>					<i>Cumulative Incremental Annual Targets by Program to 12/31/2019</i>
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	Program Plan Year 4		
				Extension 09/30/2019	Extension 12/31/2019	
Home Appliance Recycling Rebate	2,488,660	2,717,383	2,899,467	1,519,783	2,026,378	10,131,888
Whole House Efficiency	2,633,904	4,100,644	4,877,689	2,177,294	2,903,059	14,515,295
Home Energy Report	18,964,436	2,010,761	95,575	0	0	21,070,772
Home Lighting Rebate	7,069,120	8,275,736	9,943,289	4,216,798	6,322,036	31,610,181
Income-Eligible Multi-Family	3,563,748	3,318,650	3,131,880	1,669,881	2,503,570	12,517,848
Income Eligible Weatherization	143,458					143,458
Residential Programmable Thermostat	2,048,046	2,048,046	2,048,046	1,382,431	1,536,035	7,680,173
TOTAL	36,911,372	22,471,220	22,995,946	10,966,188	15,291,077	97,669,614
	<i>Incremental Annual kW Demand Savings Targets at Customer Side of Meter</i>					<i>Cumulative Incremental Annual Targets by Program to 12/31/2019</i>
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	Program Plan Year 4		
				Extension 09/30/2019	Extension 12/31/2019	
Home Appliance Recycling Rebate	415	453	484	254	338	1,690
Whole House Efficiency	818	1,352	1,551	698	930	4,650
Home Energy Report	3,530	685	0	0	0	4,215
Home Lighting Rebate	708	835	1,015	427	639	3,197
Income-Eligible Multi-Family	402	446	509	254	338	1,696
Income Eligible Weatherization	53					53
Residential Programmable Thermostat	5,586	5,586	5,586	3,770	4,189	20,946
TOTAL	11,512	9,357	9,145	5,374	6,436	36,447

Earnings Opportunity targets are set forth in KCP&L Greater Missouri Operations Company's Schedule DSIM, Sheet No.138.8 as approved in Case No. EO-2015-0241.

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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

15.15 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

PROGRAM COSTS AND INCENTIVES

Costs of and incentives for the Residential DSM Programs reflected herein shall be reflected in a charge titled "DSIM Charge" appearing as a separate line item on customers' bills and applied to customers' bills as a per kilowatt-hour charge as specified in the residential rate schedules. All customers taking service under said rate schedule shall pay the charge regardless of whether a particular customer utilizes a demand-side program available hereunder.

PROGRAM DESCRIPTIONS:

The following pages contain other descriptions and terms for the Programs being offered under this tariff.

****CHANGES IN MEASURES OR INCENTIVES:**

Company may offer the Measures contained in KCP&L Greater Missouri Operations Company's filing approved in Case No. EO-2015-0241. The offering of Measures not contained within the aforesaid filing must be approved by the Commission. Measures being offered and Incentives available to customers will be listed on Company's website, www.kcpl.com. The Measures and Incentives being offered are subject to change. Customers must consult www.kcpl.com for the list of currently available Measures. Should a Measure or Incentive offering shown on Company's website differ from the corresponding Measure or Incentive offering shown in the currently effective notice filed in Case No. EO-2015-0241, the stated Measure or Incentive offering as shown in the currently effective notice shall govern.

**The original effective date of this tariff sheet was April 1, 2016. However, due to an incorrect reference to 4 CSR 240-20.094(4), the tariff sheet was revised to remove the reference, changing the effective date to April 7, 2017. This tariff sheet shall be effective for three years from the original effective date.

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RULES AND REGULATIONS ELECTRIC

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC**

15.17 WHOLE HOUSE EFFICIENCY

PURPOSE

The Whole House Efficiency program is designed to encourage residential Customers to implement whole-house improvements by promoting home energy assessments, comprehensive retrofit services and high efficiency mechanical equipment.

AVAILABILITY

This program is available during the Program Period, and is available to any Customer receiving service under any generally available residential rate schedule offered by the Company in a structure containing four units or less. Residential customers that rent a residence must receive the written approval of the homeowner/landlord to participate in the program.

PROGRAM PROVISIONS

KCP&L Greater Missouri Operations Company will hire a Program Administrator to implement this program Options 1 and 2 of the program will be delivered jointly with Spire Energy so that eligible customers utilizing both utilities' services may receive energy savings from each respective utility. Spire Energy will enter into a contract with KCP&L Greater Missouri Operations, and KCP&L GMO will be responsible for implementing and delivering all services associated with the program. This may include Contractor/Consultant recruiting, training and certification, management of the lead generation process, installation of program measures and quality assurance including resolution of any reported customer complaints. KCP&L Greater Missouri Operations program offering is not contingent upon joint-delivery with Spire Energy.

The program consists of three options:

Option 1: Home Energy Assessment. Customer receives an in-home energy assessment and direct installation of low-cost measures. The assessment will identify potential efficiency improvements.

Option 2: Weatherization Measures. Customers that have completed a comprehensive energy audit are eligible to receive incentives for the purchase and installation of air sealing and insulation.

Option 3: HVAC Equipment. Customers are eligible to receive incentives for qualifying HVAC equipment installed by an authorized contractor. These measures will not be delivered jointly with Spire Energy.

ELIGIBLE MEASURES AND INCENTIVES

Measures filed in Case No. EO-2015-0241 are eligible for program benefits and Incentives and may be offered during the Program Period. Eligible Incentives directly paid to customers and Measures can be found at www.kcpl.com.

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RULES AND REGULATIONS
ELECTRIC

15.18 HOME ENERGY REPORT PROGRAM

PURPOSE:

The Home Energy Report program provides residential customers with an energy report that provides a comparison of the household energy usage information with similar type customers or “neighbors.” The intention of the energy report is to provide information that will influence customers’ behavior in such a way that they lower their energy usage. This is a behavioral modification program.

AVAILABILITY:

The program is directed to customers currently receiving service under any residential rate schedule. KCP&L Greater Missouri Operations Company will select 132,000 customers for participation during the Program Period. The program will operate as an opt-out only program, meaning Company will select customers for participation in the program and will allow opt-out if desired. A customer choosing to opt-out of the program should contact Company to have their premise removed from the reporting group.

PROGRAM PROVISIONS:

Company will hire a Program Administrator to implement this program. The Program Administrator will deliver a turn-key program with responsibility for all aspects of customer selection, report generation, energy savings quantification, customer communications and reporting.

Additional program provisions may be found at www.kcpl.com.

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RULES AND REGULATIONS ELECTRIC

15.19 HOME LIGHTING REBATE**PURPOSE:**

This voluntary program is designed to promote energy efficient lighting. The program incentivizes the purchase of efficient lighting by providing customers incentives on qualifying Light Emitting Diode (LED) technology.

AVAILABILITY:

The Home Lighting Rebate is available during the Program Period and residential customers may participate in the program by acquiring qualifying products from participating retailers. Customers receive an instant incentive at the point-of-purchase. Additionally, Company may offer lighting measures through an online store with the proper protocols to verify the Participant is a KCP&L Greater Missouri Operations Company customer and will utilize best practices for number of purchases per transaction.

PROGRAM PROVISIONS:

Company will hire a Program Administrator to implement this program. The Program Administrator will provide the necessary services to effectively implement the program and strive to attain the energy and demand savings targets.

A Program Administrator may be responsible for items such as incentive processing, rebate processing, communication with the customer to resolve application issues and status reporting associated with the program, as directed by Company.

The program uses a two-pronged approach:

1. Increasing supply of qualifying products through partnerships with retailers, manufacturers and distributors; and
2. Creating demand through consumer awareness and understanding of the lighting technology and the benefits of energy efficiency.

Program promotions will be made available at participating retailers within Company's electric service territory. Participating Program Partners will be listed on the Company website, www.kcpl.com, with store name and location listed as well as any in-store promotions being offered.

ELIGIBLE MEASURES AND INCENTIVES:

Home Lighting Rebate Measures filed in Case No. EO-2015-0241 are eligible for program benefits and Incentives and may be offered for promotion during the Program Period. Eligible lighting products and Incentives paid directly to customers or Program Partners may be found at www.kcpl.com.

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For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC**15.20 INCOME-ELIGIBLE MULTI-FAMILY****PURPOSE:**

The objective of this program is to deliver long-term energy savings and bill reductions to income-eligible customers in multi-family housing. This will be achieved through directly installed energy savings measures and comprehensive retrofits. The program also distributes free CFLs to the income-eligible community through food banks and other not-for-profit organizations.

AVAILABILITY:

The Income-Eligible Multi-Family program is available for the Program Period to any customer receiving service under any residential rate schedule or business customers served under GS or SGS rate schedules, meeting one of the following building eligibility requirements:

- Reside in federally-subsidized housing units and fall within the federal program's income guidelines. State Low-Income Housing Tax Credit buildings will be eligible only to the extent allowed under state law.
- Reside in non-subsidized housing with income levels at or below 200% of federal poverty guidelines. Where a property has a combination of qualifying tenants and non-qualifying tenants, at least 51% of the tenants must be eligible to receive incentives for the entire building to qualify. For Income-Eligible Multi-Family properties with less than 51% qualifying tenants, the building owner will be required to verify installation of comparable qualified energy efficiency measures at their expense in all non-qualifying units. Upon verification and approval, the program may upgrade the entire building, common areas and all of the remaining eligible units with qualified energy efficiency measures.

PROGRAM PROVISIONS:

KCP&L Greater Missouri Operations will jointly deliver the Program with Spire Energy so that eligible customers utilizing both utilities' services may receive energy savings from each respective utility. Spire Energy will enter into a contract with KCP&L Greater Missouri Operations, and KCP&L GMO will be responsible for implementing and delivering all services associated with the Program. This may include Contractor/Consultant recruiting, training and certification, management of the lead generation process, installation of program measures and quality assurance including resolution of any reported customer complaints.

The Program Administrator will provide the necessary services to effectively implement the program, including but not limited to direct installation of low-cost measures for income-eligible homeowners and renters in multi-family housing. Comprehensive retrofits and measures will be available to the multi-family housing owner, as a custom incentive, for building and individual unit improvements. KCP&L Greater Missouri Operations program offering is not contingent upon joint-delivery with Spire Energy.

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**KCP&L Greater Missouri Operations Company
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RULES AND REGULATIONS ELECTRIC

15.20 INCOME-ELIGIBLE MULTI-FAMILY (Continued)

Additional program provisions may be found at www.kcpl.com.

ELIGIBLE MEASURES AND INCENTIVES:

Income-Eligible Measures filed in File No. EO-2015-0241 are eligible for program benefits and Incentives and may be offered for promotion during the Program Period. Eligible Measures and Incentives directly paid to customers may be found at www.kcpl.com.

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KCP&L GREATER MISSOURI OPERATIONS COMPANY

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RULES AND REGULATIONS ELECTRIC

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For Missouri Retail Service Area

RULES AND REGULATIONS
ELECTRIC**15.22 RESIDENTIAL PROGRAMMABLE THERMOSTAT****PURPOSE:**

The voluntary Programmable Thermostat Program is intended to help reduce system peak load and thus defer the need for additional capacity. The program accomplishes this by cycling the Participants' air conditioning unit(s) or heat pump(s) temporarily in a KCP&L Greater Missouri Operations Company coordinated effort to limit overall system peak load.

AVAILABILITY:

The program is available for the Program Period to any customer currently receiving service under any residential rate schedule. Customers must also have adequate paging and/or radio coverage or constantly connected, Wi-Fi enabled internet service and have a working, central air conditioning system of suitable size and technology to be controlled by the programmable thermostat. Residential property owner's (owner occupant or landlord for a rental property) permission is required to participate. The Company reserves the right to limit program participation.

CONTROLS AND INCENTIVES:

Participants will receive a free programmable thermostat that can be controlled via radio or Wi-Fi signals sent to the unit by Company or its assignees. If customers have a Wi-Fi enabled programmable thermostat designated as compatible with Company and/or its assignee's communication network, the customer may elect to enroll their thermostat into the Program. During a curtailment event, Company or its assignee will send a radio or Wi-Fi signal to the thermostat that will cycle the Participant's air conditioning unit. Participants may also receive additional monetary incentives to participate in the program, pursuant to the Program's parameters as shown on the Company website and/or Program enrollment portal. Participants may use the programmable thermostat throughout the year to improve heating and cooling efficiency.

CYCLING METHODS:

Company may elect to cycle Participants' air conditioning units either by raising the thermostat setting two to four degrees during the curtailment event, or by directly cycling the compressor unit.

NOTIFICATION:

Company will notify Participants of a curtailment event via a website and/or on the thermostat or via push notification to their smart phone. The notification can occur prior to or at the start of a curtailment event.

CURTAILMENT SEASON:

The Curtailment Season will extend from June 1 to September 30.

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15.22 RESIDENTIAL PROGRAMMABLE THERMOSTAT**(continued)****CURTAILMENT LIMITS:**

KCP&L Greater Missouri Operations Company may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day officially designated as such. A curtailment event occurs whenever the thermostat is being controlled by Company or its assignees. Company may call a maximum of one curtailment event per day per Participant, lasting no longer than four (4) hours per Participant. Company is not required to curtail all Participants simultaneously and may stagger curtailment events across participating Participants.

CURTAILMENT OPT OUT PROVISION:

A Participant may opt out of any air conditioning cycling curtailment event during the Curtailment Season by notifying Company at any time prior to or during a curtailment event and requesting to be opted out. Participant may opt out of an ongoing event via their smart phone or the thermostat itself. Notification must be communicated to Company by using Company's website (www.kcpl.com) or by calling Company at the telephone number provided with the air conditioner cycling agreement.

NEED FOR CURTAILMENT:

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter(s) approaches a constraint on the generation, transmission or distribution systems or to maintain Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a customer's retail price.

CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, if the thermostat was provided free of charge to the Participant, the thermostat becomes the Participant's property. The customer will remain subject to curtailment unless they make a request with the Company or its assignees to be removed from the program. However, so long as the agreement to participate in the Program is in force, Company will provide maintenance and repair to the programmable thermostat as may be required due to normal use. If the Participant has the Company provided thermostat and leaves the program prior to the end of the initial contract, Company will have 60 days thereafter to remove the thermostat and/or other control equipment; otherwise, it becomes the Participant's property.

Company will also have a separate Customer Program Participation Agreement outlining Customer and Company responsibilities, and additional information concerning data privacy and Program termination for customers who participate in any studies that will analyze and evaluate customers' behavior and usage of thermostat, and associated software.

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RULES AND REGULATIONS
ELECTRIC

15.23 ONLINE HOME ENERGY AUDIT

PURPOSE:

This program provides residential customers access, through www.kcpl.com, to analyze the energy efficiency of their homes, educational materials regarding energy efficiency and conservation, and information on KCP&L Greater Missouri Operations Company's other demand-side management programs.

PROGRAM PROVISIONS:

This energy efficiency program is considered educational. Additional details are available at the Company website, www.kcpl.com.

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