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Effective: January 1, 2025 1200 Main, Kansas City, MO 64105 Issued: October 15, 2024

Issued by: Darrin R. Ives, Vice President

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### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT

### **PURPOSE:**

The Business Demand-Side Management (DSM) Programs (Programs), consist of three programs that support our business customers and 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 Metro Company's customers served under SGS, MGS, LGS, LPS, SGA, MGA, LGA, or TPP rate schedules. The Programs are not available to customers electing to opt-out of DSM program funding under 20 CSR 4240-20.094(7).

A customer may elect not to participate (opt-out) in an electric utility's DSM programs under 20 CSR 4240-20.094(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 identification of locations and utility account number(s) of accounts for which the customer is requesting to opt-out, demonstrate an achievement of savings at least equal to those expected from utility-provided demand-side programs and 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.

A customer who participates in demand-side programs shall be required to participate in demand-side programs funding for a period of three (3) years following the last date when the customer received a demand-side incentive of a service.

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 4 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.

### P.S.C. MO. No. 2 1st Revised Sheet No. 2A Canceling P.S.C. MO. No. 2 Original Sheet No. 2A For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT: (continued)

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

### **DEFINITIONS:**

Unless otherwise defined, terms used in tariff sheets or schedules in Section 22 have the following meanings:

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

<u>Demand Side Investment Mechanism (DSIM)</u> – A mechanism approved by the Commission in Evergy Missouri Metro Company's filing for demand-side programs approval in Case No. EO-2023-0369.

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

<u>Incentive</u> –Program costs for direct or indirect incentive payments to encourage customer and/or retail partner participation in programs and the cost of measures, which are provided at no cost as part of the program.

<u>Long-Lead Project</u>- 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 2025-2026 programs, specifically to include the Income Eligible Multi-Family and the Whole Business Efficiency programs. The Income Eligible Multi-Family program will be allowed 12 months from end of the Program Period to be finalized, which includes the projects being closed out and incentives paid to the customer. The Whole Business Efficiency program will be allowed 6 months from the end of the Program Period to be finalized, which includes the projects being closed out and incentives paid to the customer.

<u>Measure</u> – An end-use measure, energy efficiency measure, and energy management measure as defined in 20 CSR 4240-22.020(18), (20), and (21).

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

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

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

<u>Program Period</u> – The period of which the programs are available. For the Business Demand Response Program and the Urban Heat Island Mitigation Program, the period will be from January 1, 2025 through December 31, 2027; for the Whole Business Efficiency Program the period will be from January 1, 2025 through December 31, 2026Unless 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 – <u>www.evergy.com</u>.

<u>Project</u> – One or more Measures proposed by an Applicant in a single application.

### P.S.C. MO. No. 2 1st Revised Sheet No. 2B Canceling P.S.C. MO. No. 2 Original Sheet No. 2B For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

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

<u>Total Resource Cost (TRC) Test</u> – 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 KCP&L 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 the applicable dates as noted below under 'Description', 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:

- Whole Business Efficiency December 31, 2026
- Business Demand Response December 31, 2027
- Urban Heat Island (available for both business and residential customers) December 31, 2027

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, <a href="https://www.evergy.com">www.evergy.com</a>.

### **CHANGE PROCESS:**

The change process is applicable to changes in program detail regarding the interaction between Evergy Missouri Metro 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 Evergy Missouri Metro 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

### P.S.C. MO. No. 2 1st Revised Sheet No. 2C Canceling P.S.C. MO. No. 2 Original Sheet No. 2C For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

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);

- Take timely received recommendations into account and incorporate them where Evergy Missouri Metro 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;

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

- 9) Update program website;
- 10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2023-0369; and
- 11) Inform Customer, trade allies, etc.

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

### P.S.C. MO. No. 2 1st Revised Sheet No. 2D Canceling P.S.C. MO. No. 2 Original Sheet No. 2D For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

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

### 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 SGS, MGS, LGS, LPS, SGA, MGA, LGA, or TPP 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:

Measures contained in Company's most recently approved Technical Resource Manual (TRM) in Case No. EO-2023-0369. 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, <a href="https://www.evergy.com">www.evergy.com</a>. The Measures and Incentives being offered are subject to change. Customers must consult <a href="https://www.evergy.com">www.evergy.com</a>. For the list of currently available Measures. Should a Measure or Incentive offering shown on Evergy Missouri Metro's website differ from the corresponding Measure or Incentive offering shown in the currently effective TRM, the stated Measure or Incentive offering as shown in the currently effective TRM shall govern.

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### GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

### 23.02 WHOLE BUSINESS EFFICIENCY PROGRAM

### **PURPOSE:**

The Whole Business Efficiency Program aims to drive substantial energy savings and operational efficiency across existing facilities. By incentivizing the adoption of energy-efficient measures during new equipment purchases, facility modernization, and industrial process improvements, the program not only helps customers reduce their energy consumption and operational costs but also enhances their overall productivity and sustainability. This initiative supports customers in achieving their energy efficiency goals while reducing the Company's reliance on building or procuring additional energy resources. Ultimately, the program helps foster a more sustainable energy ecosystem, with a goal of benefiting both the customers and the broader community.

### **AVAILABILITY:**

The program is available throughout the Program Period to all Missouri commercial and industrial customers who receive electric service and meet the program descriptions below.

### **BUDGET:**

Combined Jurisdictions Component Budgets: Budgets are listed separately, however, will be managed at the combined, cumulative total level of \$7,300,000 over the two years.

Program	Components	2025	2026	Total
Whole Business Efficiency Program	Business Standard & Business Custom	\$ 3,650,000	\$ 3,650,000	\$ 7,300,000

### PROGRAM DESCRIPTION:

The Whole Business Efficiency program assists commercial and industrial customers to save energy through a wide range of energy efficiency options that address many major end uses and processes, excluding lighting. Evergy will hire a Program Administrator to implement the program, provide the necessary services to effectively manage it, and strive to achieve the energy and demand savings targets.

The program consists of three (3) components:

- 1. **Standard Rebates** are fixed incentives for technologies with known performance characteristics, which will include HVAC, refrigeration, water heating, operational efficiency, and food preparation technologies.
  - To participate in this rebate type, customers select energy-efficient equipment from a pre-qualified list, purchase and install the equipment, and submit a rebate application. Rebates will be issued to participants upon receipt and review of the rebate application. Pre-approval, including pre and post inspections, is required for incentives exceeding \$15,000.
  - 2. Business Custom offers incentives for qualifying efficient equipment that is not eligible for a rebate through the Standard Rebates. Custom rebates are determined on a \$/kW or \$/kWh bases for incremental savings above the baseline. Pre and post inspections are required for all custom projects.
    - New Construction includes incentives for early design assistance and qualifying complex or unique new construction projects. Custom rebates are calculated on a \$/kW or \$/kWh. To qualify, buildings must have a building code baseline that is less stringent than the unamended 2021 International Energy Conservation Code (IECC).
    - O Projects must be pre-approved before equipment is purchased and installed. To be pre-approved, the project must have a Total Resource Cost (TRC) Test benefit-cost ratio of greater than 1.0. Once pre-approved, the customer purchases and installs the approved equipment and submits a rebate application. Rebates will be issued to participants upon post-inspection, receipt, and review of the rebate application.

### P.S.C. MO. No. 2 1st Revised Sheet No. 2.02 Canceling P.S.C. MO. No. 2 Original Sheet No. 2.02 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.02 WHOLE BUSINESS EFFICIENCY PROGRAM

Continued

### PROGRAM DESCRIPTION:

Total rebates per program year are limited to \$500,000 per customer. Multiple rebate applications for different measures from the same customer may be submitted. The assessment budget is \$80,000 annually, with a focus on Non-Profit Organizations.

- 3. Free Energy Assessments are offered to Small Businesses and Non-Profit Organizations.
  - Small Businesses will be measured by annual usage and is defined as:
    - Businesses that have consumed less than 1.5 million kWh in the preceding 12 months and/or
    - Businesses that have had a monthly peak demand of 100 kW or less in the preceding 12 months
  - Non-Profit Organizations that do not meet the eligibility requirements above must be:
    - Organizations in 501(c)3 status and in good standing
    - Serve low-income individuals and families

Own the facility and be responsible for paying the energy bills

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO** 

### **ELIGIBILE MEASURES AND INCENTIVES:**

Measures in the most recently approved Technical Resource Manual (TRM) filed in Case No. EO-2023-0369 are eligible for program benefits and incentives and may be offered during the Program Period.

Eligible **Incentives** directly paid to customers and **Measures**, along with program **Terms and Conditions**, can be found at <a href="https://www.evergy.com">www.evergy.com</a>.

### **EVALUATION:**

MPSC will hire a third-party evaluator to perform the Evaluation, Measurement and Verification (EM&V) on the program. Associated costs will be funded utilizing Evergy's Demand Side Investment Mechanism (DSIM) rate rider.

Issued: October 15, 2024 Effective: January 1, 2025

Issued by: Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105

### P.S.C. MO. No. 2 1st Revised Sheet No. 2.06 Canceling P.S.C. MO. No. 2 Original Sheet No. 2.06 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.05 BUSINESS DEMAND RESPONSE PROGRAM

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

### **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 and Winter Curtailment Season of October 1 to May 31 within designated Curtailment Hours of 8:00 a.m. to 8:00 p.m., on any weekday (Monday through Friday). In addition, the company may call a curtailment event on Saturday or Sunday during an Energy Emergency Alert (EEA) event officially designated as such. 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 reserves the right to curtail some or all Participants year-round if needed. This off-season curtailment would be utilized during emergency situations locally or regionally. Off-season participation is voluntary with participant payment at the discretion of the Company outlined in the Participation Agreement. The Company will engage a third-party Administrator to implement all recruitment, enrollment and daily operations for the Program and manage Company approved 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 this program only, a Participant with multiple accounts may request that some or all of its accounts be aggregated for event performance evaluation. If the Company deems an aggregation would not benefit the customers' ability to improve event performance, the Company will present the option to the customer to determine whether they would prefer a single account or aggregated view of participation. 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.

### EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO P.S.C. MO. No. 2 2nd Revised Sheet No. 2.07 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 2.07

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### 23.09 BUSINESS DEMAND RESPONSE PROGRAM (continued)

This schedule is not applicable where the Customer's load reduction capability is registered for demand response participation in the wholesale market directly by the Customer or via a Demand Response (DR) Aggregator Agreements.

### **PROGRAM PROVISIONS:**

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:

### 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-programmed usage 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. The participation agreements will include the terms and conditions of the agreement, including but not limited to committed event participation frequency, event frequency hours, and event days as well as performance measurement and payment structure. 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.

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### APPLYING TO ELECTRIC SERVICE

23.09 BUSINESS DEMAND RESPONSE PROGRAM (continued)

### **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 kW load within the established floor and cap as detailed in their Agreement with the Company or Aggregator.

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### **GENERAL RULES AND REGULATIONS** APPLYING TO ELECTRIC SERVICE

### 23.07 URBAN HEAT ISLAND PROGRAM

### **PURPOSE:**

Following a recent in-depth study to analyze the "heat island effect" of rising temperatures during summer in urban areas, specifically Kansas City, Missouri, the Company offers this program to help mitigate and reverse that trend. To reduce the effect of heat island in urbanized areas the Company will offer end use targeted and geographically focused energy efficient measures to reduce energy consumption, therefore reducing urban temperatures.

### **AVAILABILITY:**

This program is available through the Program Period and is available to any Customer that resides in the Kansas City Independence Avenue Corridor, with likely expansion to other areas, under any generally available residential or commercial rate schedule offered by the Company.

### **BUDGET:**

Program	2025	2026	2027	Total
UHI Mitigation Program	\$990,330	\$857,580	\$717,080	\$2,564,990

### PROGRAM PROVISIONS:

The Company 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 target and heat mitigation results.

The program consists of four potential program components.

- · Energy Savings Trees. Customers will have the option to claim a free tree to be planted on their property in a location that will create energy savings for the resident and temperature reduction in the outside, ambient air.
- Cool/Thermochromic Roofs. Customers will have the option to receive roof upgrades to lessen their heating and cooling load and temperature reduction in the outside, ambient air.
- Permeable Pavement/Lightening of Pavement Color. The Company will explore ways to mitigate heat through changing the pavement material and/or color. This also may include removal of pavement surfaces to be replaced with green space.
- Other. Due to the exploratory nature of this program the Company reserves the right to use additional program components that can assist in the mitigation of heat.

### **ELIGIBLE MEASURES AND INCENTIVES:**

Measures filed in the most recently approved Technical Resource Manual (TRM) filed in Case No. EO-2023-0369 are eligible for program benefits and incentives may be offered during the Program Period. Eligible Incentives directly paid to customers and Measures, along with program Terms and Conditions, can be found at www.evergy.com.

### **EVALUATION:**

MPSC will hire a third-party evaluator to perform the Evaluation, Measurement and Verification (EM&V) on the program. Associated costs will be funded utilizing Evergy's Demand Side Investment Mechanism (DSIM) rate rider.

## P.S.C. MO. No. 2 2nd Original Sheet No. 2.13 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 2.13 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

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

### GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

**RESERVED FOR FUTURE USE** 

## P.S.C. MO. No. 2 2 2nd Revised Sheet No. 2.14 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 2.14 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

RESERVED FOR FUTURE USE

### P.S.C. MO. No. 2 1st Revised Sheet No. 2.20 Canceling P.S.C. MO. No. 2 Original Sheet No. 2.20 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT

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

### **PURPOSE:**

The Residential Demand-Side Management (DSM) Programs (Programs), which consist of five 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 Evergy Missouri Metro Company's service area being served under any residential rate schedule.

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 4 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:

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

<u>Demand Side Investment Mechanism (DSIM)</u> – A mechanism approved by the Commission in Evergy Missouri Metro's filing for demand-side program approval in Case No. EO-2023-0369.

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

<u>Incentive</u> – Program costs for direct or indirect incentive payments to encourage customer and/or retail partner participation in programs and the cost of measures, which are provided at no cost as part of the program.

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### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT (continued)

<u>Long-Lead Project</u> - 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 2025-2026 programs, specifically to include the Income Eligible Multi-Family and the Whole Business Efficiency programs. The Income Eligible Multi-Family program will be allowed 12 months from end of the Program Period to be finalized, which includes the projects being closed out and incentives paid to the customer. The Whole Business Efficiency program will be allowed 6 months from the end of the Program Period to be finalized, which includes the projects being closed out and incentives paid to the customer.

<u>Measure</u> – An end-use measure, energy efficiency measure, and energy management measure as defined in 20 CSR 4240-22.020(18), (20), and (21).

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

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

<u>Program Period</u> – The period of which the programs are available. For the Modified Pay as You Save, Evergy Fast Track, and Income Eligible Programs the period will be from January 1, 2025 through December 31, 2026; for the Home Demand Response Program and the Urban Heat Island Mitigation Program, the period will be from January 1, 2025 through December 31, 2027. 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 – <a href="https://www.evergy.com">www.evergy.com</a>.

<u>Total Resource Cost (TRC) Test</u> – 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 Evergy Missouri Metro and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

<u>Program Partner</u> – 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.

### TERM:

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:

- Income Eligible- December 31, 2026
- Home Demand Response December 31, 2027
- Urban Heat Island (available for both business and residential customers) December 31, 2027

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 the applicable dates as noted above next to each individual program, unless an earlier termination date is ordered or approved by the Commission.

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### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT (continued)

Program details regarding the interaction between Evergy Missouri Metro 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, <a href="https://www.evergy.com">www.evergy.com</a>.

### **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.);
- 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):
- 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-2023-0369; 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.

### EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO P.S.C. MO. No. \_\_\_\_\_2 Revised Sheet No. 2.23 Canceling P.S.C. MO. No. 2 1st Revised Sheet No. 2.23 For Missouri Retail Service Area **RULES AND REGULATIONS** 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT (continued)

### PROGRAMS ANNUAL ENERGY DEMAND SAVINGS:

These values are estimates based on savings at customer meters (excluding transmission and distribution line losses).

Effective: January 1, 2025 Issued: October 15, 2024 1200 Main, Kansas City, MO 64105 Issued by: Darrin R. Ives, Vice President

### P.S.C. MO. No. 2 3rd Revised Sheet No. 2.24 Canceling P.S.C. MO. No. 2 2nd Revised Sheet No. 2.24 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT (continued)

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

### 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:

Measures contained in the Company's most recently approved Technical Resource Manual (TRM) in Case No. EO-2023-0369. 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, <a href="https://www.evergy.com">www.evergy.com</a>. The Measures and Incentives being offered are subject to change. Customers must consult <a href="https://www.evergy.com">www.evergy.com</a> 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 TRM, the stated Measure or Incentive offering as shown in the currently effective TRM shall govern.

## P.S.C. MO. No. 2 1st Revised Sheet No. 2.28 Canceling P.S.C. MO. No. 2 Original Sheet No. 2.28 For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.20 INCOME ELIGIBLE PROGRAM

### **PURPOSE:**

Deliver long-term energy savings and bill reductions to income-eligible customers through home retrofits and encourage energy efficiency in multi-family new construction.

### **AVAILABILITY:**

### **Income Eligible Single Family / Weatherization Ready:**

Income-eligible residential homeowners and renters that reside in single-family housing with two (2) or fewer units. Low-income customers are 200% or below the Federal poverty level.

Eligibility may be based on the following:

- Reside in federal, state, or local subsidized housing and meet those program income guidelines.
- Reside in non-subsidized housing and provide proof of income level.
- Reside within a census tract at or below the required income level or within Justice 40 Census Tracts.
- Have participated in other programs that require the same or lesser income levels, such as LIHEAP.

### Income Eligible Multi-Family:

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 lowincome 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" or Justice40 Census Tracts.
- 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.

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### 23.20 INCOME ELIGIBLE PROGRAM (continued)

### **BUDGETS:**

Combined Jurisdictions

Program	Components	2025	2026	Total
Income Eligible	Income Eligible Multi-Family & Income			
Program	Eligible Single Family/Weatherization Ready	\$2,750,000	\$2,750,000	\$5,500,000

### PROGRAM PROVISIONS:

The Income-Eligible Program will consist of two components:

- Income Eligible Single Family / Weatherization Ready promotes efficiency improvements to housing
  for low-income single-family customers. Evergy will work with local resources from the Kansas City Low
  Income Leadership Assistance Collaborative (KC-LILAC) to provide home repairs and/or Missouri
  community action agencies' deferred customers to remove barriers to proceed through the standard
  Weatherization Assistance Program for home efficiency improvements. The barriers vary by home but
  may include foundation issues, roof repairs, mold mitigation, etc.
- **Income Eligible Multi-Family** provides whole building analysis, recommendations for improvements with technical and process assistance, and incentives for upgrades. Projects include both in-unit and common area improvements.
- In-Unit Upgrades. Residents in qualifying multi-family housing will receive direct installation of low-cost
  measures at no cost. The measures may include: low-flow faucet aerators, low-flow showerheads,
  LEDs, advanced power strips, and hot water pipe insulation. Rebates for in-unit upgrades will also be
  available.
- Multi-Family Common Areas. Prescriptive and custom rebates will be available for qualifying upgrades.
- Income Eligible Multi-Family New Construction. Encourages income eligible multi-family builders to build buildings more energy efficiently by offering rebates to offset the cost difference between an inefficient and an efficient building.

Some of these components will be co-delivered with Spire to eligible customers for both utilities. Evergy offerings are not contingent upon co-delivery.

### **EVALUATION:**

MPSC will hire a third-party evaluator to perform the Evaluation, Measurement, and Verification (EM&V) of the program. Associated costs will be funded utilizing Evergy's Demand Side Management Investment Mechanism (DSIM) rate rider.

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### 15.18 INCOME ELIGIBLE PROGRAM (continued)

### **ELIGIBLE MEASURES AND INCENTIVES:**

Measures contained in Company's most recently approved Technical Resource Manual (TRM) filed in Case No. EO-2023-0369 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.

Some of these components will be co-delivered with Spire to eligible customers for both utilities. Evergy offerings are not contingent upon co-delivery.

### **EVALUATION:**

MPSC will hire a third-party evaluator to perform the Evaluation, Measurement, and Verification (EM&V) of the program. Associated costs will be funded utilizing Evergy's Demand Side Management Investment Mechanism (DSIM) rate rider.

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### 23.21 HOME DEMAND RESPONSE

### **PURPOSE:**

The voluntary Home Demand Response 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 connected device(s) to modify the run-time and utilization of the device for a specified period of time in a Company coordinated effort to limit overall system peak load.

### **AVAILABILITY:**

The program is available during the Program Period and available to all Evergy Missouri Metro residential customers receiving electric service that also meet the program provisions below.

### **PROGRAM PROVISIONS:**

This program will consist of qualifying direct load control (DLC) devices. 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 device is provided to customers at a discounted price, customers must agree to install the device at their premise receiving electric service within fourteen (14) days of receiving the device, and keep it installed, operational and connected to a secure home WiFi network for the duration of the program Cycle.

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 device, or the value of incentive provided to the customer. Payment of that debit will be the customer's responsibility. Incented devices through the Program are only eligible for utility retail or wholesale programs.

The Company reserves the right to apply minimum and/or maximum event performance requirements for incentive payment, to apply financial penalties and to terminate participation for non-compliance.

This schedule is not applicable where the Customer's electric generating and/or electric storage system(s) are registered in the wholesale market as a part of a Demand Response (DR) or Distributed Energy Resource (DER) aggregation.

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.

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### 23.21 HOME DEMAND RESPONSE (continued)

### **CONTROLS & INCENTIVES:**

Participants will receive enrollment and participation incentives at a level determined by the Company. If customers have an existing WiFi enabled eligible device the customer may elect to enroll and participate in the demand response program. During a curtailment event, the Company or its assignee will deploy various demand response technologies to Participants' WiFi enable device to modify the run-time of central air-conditioning unit(s), heat pump(s) or other behind the meter technologies for a specified period of time in a Company coordinated effort to limit overall system peak load.

The customer has the option to opt out of any individual curtailment event by modifying the settings on their device or contacting the Company or its assignee. Participants have the option of opting out of the entire program by having the Company remove the device or by returning the device to the Company. The Company reserves the right to set and modify incentive levels at any point during the program.

### **CURTAILMENT METHODS:**

The Company may elect to deploy various types of demand response reductions including, but not limited to: (1) cycling the compressor unit(s); (2) deploying stand-alone pre-cooling and pre-heating strategies; (3) deploying a combination of pre-cooling and pre-heating cycling strategies; (4) deploying pre-cooling and pre-heating temperature modification strategies.

The Company reserves the right to test new DR enabled devices during the program period.

### **NOTIFICATION:**

The Company will notify Program Participants of a curtailment event via various communication channels, which could include, but is 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.

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### 23.21 HOME DEMAND RESPONSE (continued)

### **CURTAILMENT SEASON:**

The Summer Curtailment Season will extend from June 1 to September 30 and Winter Curtailment Season from October 1 to May 31 with the ability to call emergency demand response events as needed.

### **CURTAILMENT LIMITS:**

The Company may call a curtailment event any weekday, Monday through Friday. In addition, the company may call a curtailment event on Saturday or Sunday during an Energy Emergency Alert (EEA) event officially designated as such. A curtailment event occurs whenever the direct load control device is being controlled by the Company or its assignees. The Company may call a maximum of one curtailment event per eligible device per day per Participant. The maximum number of hours the Company may call per device per year will be governed by limitations established within the terms and conditions of the device original equipment manufacturers. The Company is not required to curtail all Participants simultaneously and may stagger curtailment events across Participants.

### **EVALUATION:**

MPSC will hire a third-party evaluator to perform the Evaluation, Measurement and Verification (EM&V) on the program. Associated costs will be funded utilizing Evergy's Demand Side Investment Mechanism (DSIM) rate rider.

### **PROGRAM BUDGETS:**

Program Name	2025	2026	2027
Home Demand	\$2,912,618	\$3,080,474	\$3,416,407
Response			

### P.S.C. MO. No. 2 Original Sheet No. 2.37 Canceling P.S.C. MO. No. Revised Sheet No. For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### 23.22 MODIFIED PAY AS YOU SAVE (PAYS®)

### **PURPOSE:**

The purpose of the Residential Modified PAYS® Program is to promote affordability and accessibility for energy efficient upgrades to residential customers to create long-term energy savings and bill reduction opportunities through an on-bill tariff tied to the premise.

### **AVAILABILITY:**

This offer is available for participation by customers who are receiving services under any generally available Missouri residential rates and reside in a single-family building. Single family dwellings are defined as two (2) or fewer units. Evergy will target market this program in zip codes that generally fall below 300% Federal Poverty Income Levels based on current years guidance.

### **BUDGET:**

The program's combined jurisdiction budget is below:

**Combined Jurisdictions** 

Program	2025	2026	Total
Modified PAYS®	\$3,550,000	\$3,550,000	\$7,100,000

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO** 

### PROGRAM OFFER DESCRIPTION:

### **Participation**

The Company will hire a Program Administrator(s) to implement the program. The Program Administrator(s) will provide the necessary services to effectively implement the program:

- Step #1: A visual home inspection/assessment with direct install of free energy savings measures. Homes that are deemed eligible for participation will move forward with a more in-depth data collection to record the actual features and conditions, including energy usage. Customers have the option to bypass the home assessment and enter through the Fast Track route if only HVAC upgrade is requested with the ability to complete a home inspection/assessment and direct install later.
- Step #2: The Program will analyze usage history, assessment data, and the participating contractor's installation costs to determine each participant's unique qualifying scope of work ensures that 80% of the estimated post upgrade savings over the lifetime of the measure makes up the monthly tariff charge, while 20% of the estimated post upgrade savings flow to the participant, capped at up to 15 years.
  - Copayment Option: If a project is not cost-effective, customers may agree to pay a portion of the project's cost that prevents it from qualifying for the program as an upfront payment to the participating contractor.

Issued: October 15, 2024 Effective: January 1, 2025

Issued by: Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105

## P.S.C. MO. No. 2 Original Sheet No. 2.38 Canceling P.S.C. MO. No. Revised Sheet No. For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### **MODIFIED PAY AS YOU SAVE (PAYS®)**

(continued)

- Step #3: If a participant agrees to the scope of work, the Program will facilitate installation through the Company's network of trade allies / contractors.
  - Post Install Quality Control inspections 100% of installations will be remotely inspected for quality assurance using geo-coded and time-stamped photo documentation.
  - o Program Administrator to notarize and file Property Notice with the location's property records.
- Company will initiate on bill charge 45 days following verification of installation.

### **Participation Requirements:**

- <u>Location Ownership</u>: 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.
- <u>Notice</u>: If the signature of the successor customer renting the location is not obtained on the Property
  Notice form, or if the purchaser in jurisdictions where the company cannot attach the Property Notice to
  property records does not receive notice, it will be considered as the owner's acceptance of
  consequential damages. This also grants permission for the tenant or purchaser to terminate their lease
  or sales agreement without penalty. Also, the customer can pay off the remaining balance including cost
  of upgrades and the Company's cost of capital remaining due.
- <u>Energy History:</u> The customer authorizes the use of energy usage history by the Program Administrator to true up its energy analysis and determine qualifying recommendations.

### **Energy Efficiency Plans:**

The company will have its Program Administrator conduct a cost analysis and develop an Energy Efficiency Plan, outlining recommended upgrades to enhance energy efficiency and reduce utility costs. This report will be provided to the customer at no cost, aiming to incentivize and educate them on the suggested energy efficiency improvements.

- <u>Incentive Payment:</u> The Company will offer incentives currently available for an eligible residential Measure as defined in the Company's MEEIA 4 Demand-Side Plan. The company reserves the right to adjust incentives at its discretion based on targeted marketing to customers that reside in low-to-moderate income zip codes.
- Net Savings: Recommended upgrades shall be limited to those where the annual Service Charges 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 electricity and/or gas rates.
- <u>Co-Pay Option:</u> 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 contractor. Co-payments will be
  applied after applying relevant incentive payments.

## P.S.C. MO. No. 2 Original Sheet No. 2.39 Canceling P.S.C. MO. No. Revised Sheet No. For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

### **MODIFIED PAY AS YOU SAVE (PAYS®)**

(continued)

### **Service Charge:**

The company will recover the costs for its investment 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 customer occupying that location until all Company costs have been recovered. The Service Charge will also be set for a duration not to exceed 15 years. The Service Charge and duration of payments will be included in the Efficiency Upgrade Agreement.

- <u>Cost Recovery:</u> 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.
- <u>Eligible Upgrades:</u> 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.
- 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 location's owner.
- 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 during 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 for the expenses incurred.
- <u>Termination of Service Charge:</u> Once the utility's cost for the upgrades at a location have been recovered, including its cost of capital, the cost paid to the contractor to perform the work, costs for any repairs made to the upgrades, the monthly service charge shall no longer be billed.
- <u>Vacancy:</u> 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.
- 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, including costs associated with repairs, deferred payments, and missed payments as long as the current occupant is still benefiting from the upgrades.
- <u>Tied to the Location:</u> Until cost recovery for upgrades at a location is complete for the upgrades fail, the terms of this tariff shall be binding on metered structure or facility and any future customer who shall receive service at that location.
- <u>Disconnection for Nonpayment:</u> 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.

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Issued by: Darrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105

### P.S.C. MO. No. 2 Original Sheet No. 2.40 Canceling P.S.C. MO. No. Revised Sheet No. For Missouri Retail Service Area RULES AND REGULATIONS ELECTRIC

**EVERGY METRO, INC. d/b/a EVERGY MISSOURI METRO** 

### 23.22 MODIFIED PAY AS YOU SAVE (PAYS®)

(continued)

- <u>Non-Payment:</u> 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.
- Confirm Savings Actually Exceeded Tariff-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 savings estimates, the
  Service Charge may be reduced or eliminated to the extent needed in order for the Participant to realize
  savings.
- 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 the 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, 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 the 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.

Eligible **Incentives** directly paid to customers and **Measures**, along with program **Terms and Conditions** can be found at <a href="https://www.evergy.com">www.evergy.com</a>

### **EVALUATION**

MPSC will hire a third-party evaluator to perform the Evaluation, Measurement, and Verification (EM&V) of the program. Associated costs will be funded utilizing Evergy's Demand Side Investment Mechanism (DSIM) rate rider.