

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

P.S.C. MO. No. 3

Original Sheet No. T-1.01

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

Revised Sheet No. _____

For Western Missouri Territory

TERRITORIAL DESCRIPTION

DESCRIPTION OF BOUNDARY LINE OF WESTERN MISSOURI SERVICE TERRITORY OF EVERGY MISSOURI METRO IN CASS, JACKSON, CLAY AND PLATTE COUNTIES, SUCH LINE BEING SHOWN ON MAPS FILED WITH THE PUBLIC SERVICE COMMISSION AND MADE PART OF ITS ORDER DATED JANUARY 10, 1934, IN CASE NO. 8560 AND AS MODIFIED BY ITS ORDER DATED OCTOBER 20, 1992, IN CASE NO. EO-92-313

Cass County

The Company's territory in its entirety in Cass County is bounded on the south, east and north by a line described as follows:

Beginning at the intersection of the west line of Cass County and the east-west center line of Sec. 18, Twp. 43N, Range 33W; thence east along said center line through Sec. 18, 17, 16 and 15 to the east line of Sec. 15; thence north along the east line of Sec. 15, 10 and 3 to the northeast corner of said Sec. 3, all in Twp. 43N, Range 33W; thence north along the east line of Sec. 34, 27, 22, 15, 10 and 3, to the northeast corner of said Sec. 3, all in Twp. 44N, Range 33W; thence east along the south line of Sec. 35, Twp. 45N, Range 33W, to the southeast corner of said Sec. 35; thence north along the east line of Sec. 35 and 26 to the northeast corner of Sec. 26, Twp. 45N, Range 33W; thence east along the south line of Sec. 24, ¼ mile, more or less, to the center line of a creek; thence northeasterly along said creek through Sec. 24, 13 and 12 to a point on the east line of Sec. 12,

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TERRITORIAL DESCRIPTION

Cass County (continued)

By Order dated October 20, 1992, the Public Service Commission approved a Territorial Agreement between Kansas City Power & Light Company and Osage Valley Electric Cooperative Association. For so long as that Territorial Agreement remains in effect, Kansas City Power & Light Company's public utility service rights, duties and obligations shall be suspended in the following areas of Cass County, Missouri. This suspension does not affect Kansas City Power & Light Company's ability to operate, maintain and replace facilities which were located within the following areas as of October 20, 1992.

Suspended Sections and Partial Sections:*

<u>Township-North</u>	<u>Range-West</u>	<u>Sections</u>
43	33	15, 10, 3, 16, 9, 4
44	33	33, 34, 27, 28, 21, 22, 15, 10, 3, 4
45	32	6
45	33	1
46	33	35, 36

*Also see P.S.C.Mo. No. 2 Original Map No. 2A

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Jackson County

The areas listed below comprise the Service Area for Evergy Missouri Metro in Jackson County, the State of Missouri.

<u>Township</u>	<u>Range-West</u>	<u>Sections</u>
47	32	5, 6, 7, 8, 17, 18
47	33	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 29, 30, 31, 32
48	32	5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32
48	33	All Sections, 1 through 36
49	30	3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22
49	31	1, 12, 13, 23, 24
49	32	5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32
49	33	All Sections, 1 through 36
50	30	4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 31, 32, 33
50	31	1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 36
50	32	1, 2, 11, 12, 13, 14, 19, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34
50	33	22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35, 36

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Jackson County (Continued)

<u>Township</u>	<u>Range</u>	<u>Sections/U.S. Surveys</u>
51	30	17, 18, 19, 20, 28, 29, 30, 31, 32, 33
51	31	13, 14, 15, 22, 23, 24, 25, 26, 33, 34, 35, 36
51	32	35, 36

DESCRIPTION OF BOUNDARY LINE OF RIGHT-OF-WAY OF DISTRIBUTION AND TRANSMISSION LINES AND SUBSTATION FACILITIES LOCATED IN THE CITY OF INDEPENDENCE, MISSOURI, PURSUANT TO THE COMMISSION'S ORDER IN CASE NO. EM-97-283

For the distribution and transmission lines, a tract of land 20 feet in width, located 10 feet on each side of a centerline described as follows:

13 kV electric distribution facilities, the route for which is described as follows:

Beginning at the intersection of the centerline of Kentucky Road and the northerly right-of-way line of 24 Highway, as both roads are now established; thence northeasterly and easterly, parallel with and adjacent to said northwesterly and northerly right of way lines of 24 highway to the intersection of the northerly extension of the westerly right-of-way line of Winfred Road, as now established and the point of termination.

69 kV electric transmission facilities, the route for which is described as follows:

Beginning on the easterly right-of-way line of Powell Road, as now established, at a point 850 feet, more or less, north of the centerline of Truman Road, as now established, thence south, parallel with and adjacent to said easterly right-of-way of Powell Road to the intersection of

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TERRITORIAL DESCRIPTION

Jackson County (Continued)

the northerly right of way of said Truman Road; thence easterly, parallel with and adjacent to said northerly right-of-way line of Truman Road to the intersection of the southeasterly right-of-way line of 78 Highway, as now established; thence northeasterly and easterly, parallel with and adjacent to said southeasterly and southerly right-of-way lines of said 78 Highway to a point 450 feet, more or less, west of the centerline of 7 Highway, as now established; thence Southeasterly to the westerly right-of-way line of said 7 Highway and a point hereby designated as Point "A", thence Southerly, parallel with and adjacent to said Westerly right-of-way line of 7 Highway a distance of 1400 feet, more or less; thence due East to the West property line of the Lake City Ammunition Plant and the point of termination. Also beginning at aforesaid point "A"; thence due East to said West property line of the Lake City Ammunition Plant and the point of termination.

13 kV electric distribution facilities, the route for which is described as follows:

Beginning at a point on said westerly right-of-way line of 7 Highway, said point being 500 feet more or less, north of the centerline of Pink Hill Road, as now established; thence northerly and northwesterly, parallel with and adjacent to said westerly and southwesterly right-of-way lines of 7 Highway to the intersection of the westerly extension of the northerly right-of-way line of Argo Road, as now established and a point hereby designated as Point "B"; thence continuing on northerly, parallel with and adjacent to said westerly right-of-way of 7 Highway to the intersection of the westerly extension of the northerly right-of-way line of Flynn Road, as now established and a point hereby designated as Point "C", thence continuing on the last described course establishing aforesaid Point "C" to a point 700 feet, more or less, south of the centerline of said Truman Road; thence northwesterly to the property line of the Kansas City Power & Light Company substation No. 86 and the point of termination. Also beginning at aforesaid point "B"; thence easterly, parallel with and adjacent to the northerly right-of-way line of said Argo Road to the intersection of the westerly city limits of Blue Springs, Missouri, and the point of termination. Also, beginning at aforesaid point "C"; thence easterly, parallel with and adjacent to, the northerly right-of-way line of said Flynn Road to the intersection of westerly city limits of Blue Springs, Missouri and the point of termination.

13 kV electric distribution facilities, the route for which is described as follows:

Beginning at the intersection of the centerline of Owens School Road, as now established and the northerly right-of-way line of said Truman Road, thence easterly, parallel with and adjacent to said northerly right-of-way line of Truman Road a distance of 200 feet, more or

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TERRITORIAL DESCRIPTION

Jackson County (Continued)

less, to a point hereby designated as Point "D"; thence continuing on the last described course establishing aforesaid point "D"; a distance of 1400 feet, more or less to a point; thence South to said northerly city limits of Blue Springs, Missouri, and the point of termination. Also beginning at aforesaid Point "D"; thence southwesterly to said northerly city limits of Blue Springs, Missouri, and the point of termination.

For the Blue Springs Substation, located at the intersection of Truman Road and State Highway 7, the legal description for which is as follows:

Beginning at a point 160.55 feet west of the northeast corner of the northwest quarter of the northeast quarter of Section 12, Township 49, Range 31, which point is a stake in the west right-of-way line of State Highway No. 7, thence west 175 feet to a stake, thence south 100 feet to a stake, thence in a southeasterly direction bearing south 50° east a distance of 156 feet to a stake, thence east 140.6 feet to a stake in the west right-of-way line of State Highway No. 7, thence northwesterly along the west right-of-way line of State Highway No. 7 to the point of beginning. Contains 38,943.5 square feet or 0.89 acre.

Clay County

The Company's territory in Clay County is bounded on the east and north by a line described as follows:

Beginning at the intersection of the south line of Clay county and the north line of Sec. 32, Twp. 51N, Range 31W; thence west along the north line of Sec. 32 and 31, Twp. 51N, Range 31W; continuing west along the north line of Sec. 36 to the northwest corner of Sec. 36, Twp. 51N, Range 32W; thence north along the east line of Sec. 26, to the northeast corner of Sec. 26 and thence west $\frac{1}{4}$ mile, more or less, along the north line of Sec. 26, Twp. 51N, Range 32W; thence north along a line $\frac{1}{4}$ mile, more or less west of the east line of Sec. 23 to the east-west center line of Sec. 23, and thence west to the center of Sec. 23, Twp. 51N, Range 32W, thence north along the north-south center line of Sec. 23, 14, 11 and 2 to the center of Sec. 2, Twp. 51N

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TERRITORIAL DESCRIPTION

Clay County (Continued)

Range 32W; thence west along the east-west center line of Sec. 2 and 3 to the center of Sec. 3, Twp. 51N, Range 32W; thence north along the north-south center line of Sec. 3, Twp. 51N, Range 32W, to the center of Sec. 34, Twp. 52N, Range 32W; thence west along the east-west center line of Sec. 34, 33, 32 and 31, Twp. 52N, Range 32W, and continuing west along the east-west center line of Sec. 36, 35, and 34 to the west line of Sec. 34 which is also the west line of Clay County, Twp. 52N, Range 33W.

Platte County

The company's territory in its entirety in Platte County is bounded on the north and west by a line described as follows:

Beginning at the intersection of the east line of Platte County and the east-west center line of Sec. 34, Twp. 52N, Range 33W; thence west along the east-west center line of Sec. 34, 33, 32, 31, Twp. 52N, Range 33W, and Sec. 36, 35, 34, 33 and 32, Twp. 52N, Range 34W, to the west line of Sec. 32; thence south along the west line of Sec. 32, Twp. 52N, Range 34W, and the west line of Sec. 5 and 8, Twp. 51N,

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Platte County (Continued)

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Issued by: Darrin R. Ives, Vice President

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1200 Main, Kansas City, MO 64105

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 For Western Missouri Territory

DESCRIPTION OF BOUNDARY LINE OF RIGHT-OF-WAY OF RELOCATED WEATHERBY-ROANRIDGE 161 Kv TRANSMISSION LINE; NASHVA-ROANRIDGE 161 Kv TRANSMISSION LINE; AND ROANRIDGE-BARRY 161Kv TRANSMISSION LINE PURSUANT TO THE COMMISSION'S REPORT AND ORDER IN CASE NO. EA-97-392

A track of land 100 feet in width, located 50 feet on each side of a centerline, and beginning on the east-west $\frac{1}{2}$ section line of Section 32, Township 52, Range 33, Platte County, Missouri, at a point 500 feet more or less west of the northeast corner of the Southwest Quarter of said Section 32; thence northerly to a point that is 500 feet north of the east-west $\frac{1}{2}$ Section line and 500 feet west of the north-south $\frac{1}{2}$ section line; thence northeasterly to a point on said west right-of-way of Green Hill Road, said northerly parallel with said westerly right-of-way to the north $\frac{1}{4}$ corner of said Section 32, said point hereby designated and hereinafter referred to as Point "A", thence continuing north parallel with said west right-of-way to the intersection of the centerline of an existing Kansas City Power & Light Company transmission line.

Also beginning at aforesaid Point "A" thence westerly along the north line of said Section 32 to the northwest corner of said Section 32, thence northwesterly parallel with and south of an existing Missouri Public Service transmission line to the intersection of an existing centerline of Missouri Public Service transmission line, thence, southeasterly to the intersection of a Kansas City Power & Light Company transmission line, said point being 1508 feet more or less, of the north line and 1490 feet more or less west of the east line of Section 31, Township 52, Range 33, thence southwesterly along said Kansas City Power & Light Company transmission line to the Roanridge substation, thence continuing on the previously described course a distance of 1760 feet.

The above described service territory extends only to Evergy Missouri Metro's rights in the Weatherby-Roadridge 161 kV transmission line; Nashva-Roanridge 161 kV transmission line; and Roanridge-Barry 161 kV transmission line. Evergy Missouri Metro has no right or authority to serve electrical customers within such service territory.

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For Missouri Retail Service Area

Pettis County (Continued)Saline County

The Company's territory in Saline County includes all of the county with the exception of a small area in the south-east corner separated by a boundary line described as follows:

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For Eastern District Territory

TERRITORIAL DESCRIPTION

Saline County

Beginning at the intersection of the south line of Saline County and the east line of Sec. 16, Twp. 48N, Range 20W; thence north along the east line of Sec. 16, 9 and 4, Twp. 48N, Range 20W, and continuing north along the east line of Sec. 33 and 28, Twp. 49N, Range 20W, to a point $\frac{1}{4}$ mile north of the southeast corner of said Sec. 28; thence northeasterly at an angle of 45° , more or less, through Sec. 27, 22, 23, 14, 13 and 12, Twp. 49N, Range 20W, and continuing northeasterly through Sec. 7 and 5, Twp. 49N, Range 19W, to a point on the east-west center line of said Sec. 5 and $\frac{3}{8}$ mile, more or less, east of the west line of said Sec. 5; thence east along the east-west center line of Sec. 5, 4, 3, 2 and 1 to the southeast line of Saline County.

The Company's territory has been modified by a Territorial Agreement with the City of Marshall, Missouri, as approved by the Commission's Order in Case No. EO-2001-240. Pursuant to the Territorial Agreement the Company's territory will include the following area:

A tract of land located in the west half (W $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of Section 9, Township 50 North, Range 21 West, in the City of Marshall, Saline County, Missouri, more particularly described as:

Beginning at the northwest corner of a 1.0 acre tract surveyed by Don F. Pealer, former County Surveyor, on May 2, 1934, and recorded in Survey Record Book "K", Page 12 in the Saline County Recorded of Deeds Office, Marshall, Missouri, said beginning point being south $88^{\circ} 12' 53''$ west 1,892.43 feet, thence south $20^{\circ} 41' 29''$ west 1,044.26 feet from an existing $\frac{5}{8}$ " iron rod at the section corner to sections 3, 4, 9, and 10, Township 50 North, Range 21 west, thence south $69^{\circ} 38' 07''$ east along the north line of said 1.0 acre tract a distance of 138.7 feet to the northeast corner thereof; thence south $06^{\circ} 28' 56''$ west along the east line of said 1.0 acre tract a distance of 250.87 feet to the northwesterly line of Commerce Drive; thence north $51^{\circ} 50' 22''$ east along the northwesterly line of Commerce Drive a distance of 96.17 feet to a $\frac{1}{2}$ " iron rod set at the P.C. of a curve having a radius of 1,108.0 feet; thence northeasterly along said curve and the northwesterly line of Commerce Drive a distance of 209.94 feet to a $\frac{1}{2}$ " iron rod set; said curve having a chord bearing and distance of north $57^{\circ} 16' 04''$ east 209.63 feet; thence north $00^{\circ} 00' 00''$ east a distance of 704.77 feet to a $\frac{1}{2}$ " iron rod set; thence south $90^{\circ} 00' 00''$ west a distance of 134.60 feet to a $\frac{1}{2}$ " iron rod set; thence south $20^{\circ} 41' 29''$ west a distance of 620.00 feet to the point of beginning. Tract contains 191.392 square feet (4,394 acres) more or less.

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For Eastern District Territory

TERRITORIAL DESCRIPTION

(Continued)

Pursuant to the Territorial Agreement the following area is excluded from the Company's territory:

A. An 18 acre tract in the south $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 18, Township 50 North, Range 21 west in Saline County, Missouri.

B. The east 25.48 acres of the Southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 23 and the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of Section 24 and the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 24, all in Township 50 north, Range 21 west, Saline County, Missouri.

C. The Southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ and the west $\frac{1}{2}$ of the southeast $\frac{1}{4}$ and the portion of the southwest $\frac{1}{4}$ and the south $\frac{1}{2}$ of the northwest $\frac{1}{4}$ lying east of the Union Pacific Railroad; all in the southeast $\frac{1}{4}$ of section 12, township 50 north, Range 21 west, Saline County, Missouri.

D. The southeast $\frac{1}{4}$ and northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 2, Township 50 north, Range 21 west, Saline County, Missouri.

E. The east $\frac{1}{2}$ of the northwest $\frac{1}{4}$ and the west $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of Section 2, Township 50 north, Range 21 west, Saline County, Missouri; and all of the southeast $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of the southeast $\frac{1}{4}$, all in Section 35, Township 51 north, Range 21 west, Saline County, Missouri.

F. The northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 2, Township 50 north, Range 21 west, Saline County, Missouri.

Howard County

The Company's territory in Howard County, located in the northwestern part of the county, is bounded on the south and east by a line described as follows:

Beginning at the intersection of the west line of Howard County and a westerly extension of the south line of Sec. 14, Twp. 50N, Range 18W; thence east along the south line of Sec. 14, and 13, Twp. 50N, Range 18W, and continuing east

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Howard County (continued)

along the south line of Sec. 18, 17, 16, 15, 14 and 13 to the southeast corner of Sec. 13, Twp. 50N, Range 17W; thence north along the east line of Sec. 13, 12 and 1, Twp. 50N, Range 17W, and continuing north along the east line of Sec. 36 and 25 to the northeast corner of Sec. 25, Twp. 51N, Range 17W; thence east along the south line of Sec. 19, 20, 21, 22, 23 and 24 to the southeast corner of Sec. 24, Twp. 51N, Range 16W; thence north along the east line of Sec. 24, 13, 12 and 1, Twp. 51N, Range 16W, and continuing north along the east line of Sec. 36, 25, 24 and 13 to the north line of Howard County, Twp. 52N, Range 16W.

Randolph County

The Company's territory in Randolph County consists of three separate areas, one in the southwest corner, one on the west side and one in the northwest corner.

The area in the southwest corner is bounded on the east and north by a line described as follows:

Beginning at the intersection of the south line of Randolph county and the east line of Sec. 11, Twp. 52N, Range 16W; thence north along the east line of Sec. 11 and 2 to the northeast corner of Sec. 2, Twp. 52N, Range 16W; thence

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For Eastern District Territory

Randolph County (Continued)

The area on the west side is bounded on the south, east and north by a line described as follows:

The area in the northwest corner is bounded by a line described as follows:

Beginning at the intersection of the west line of

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Randolph County (Continued)Chariton County

Beginning at the intersection of the east line of Chariton County and the north line of Sec. 4, Twp. 55N, Range 16W; thence west along the north line of Sec. 4, 5, and 6, Twp. 55N, Range 16W; continuing west along the north line of Sec. 1, 2, 3, 4, 5 and 6, Twp. 55N, Range 17W; continuing west along the north line of Sec. 1, 2, 3, 4, 5 and 6, Twp. 55N, Range 18W; continuing west along the north line of Sec. 1, 2, 3, 4, 5 and 6, Twp. 55N, Range 19W; and continuing west along the north line of Sec. 1 and 2, Twp. 55N, Range 20W

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Chariton County (Continued)Carroll County

Beginning at the intersection of the east line of Carroll County and the east-west center line of Sec. 32, Twp. 55N, Range 21W; thence west along the east-west center line

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Carroll County (Continued)

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Issued by: Darrin R. Ives, Vice President

Effective: March 8, 2026
1200 Main, Kansas City, MO 64105

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

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For Missouri Retail Service Area

TERRITORIAL DESCRIPTION

Johnson County

The Company's territory in Johnson County is a small area in the northeast corner of Johnson County described as follows:

Beginning at the southwest corner of Sec. 25, Twp. 47N, Range 24W; and continuing north to the southwest corner of Sec. 1, Twp. 47N, Range 24W; thence east along the south line of Sec. 1, Twp. 47N, Range 24W to the southeast corner of Sec. 1; continuing south to the southeast corner of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W to the point of beginning.

<u>TOWNSHIP-NORTH</u>	<u>RANGE-WEST</u>	<u>SECTIONS</u>
47	24	12,13, 24, 25

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TERRITORIAL DESCRIPTION

DESCRIPTION OF BOUNDARY LINE OF RIGHT-OF-WAY OF COOPER-FAIRPORT-ST. JOSEPH 345 KV TRANSMISSION LINE PURSUANT TO THE COMMISSION'S REPORT AND ORDER IN CASE NO. EA-90-252

St. Joseph – Fairport
345KV Line

A tract of land 150 feet in width, located 75 feet on each side of a centerline, and beginning at a point at the center of the first structure out of St. Joseph Power & Light substation, said point being 633 feet north and 580 feet east of the SW corner of the NE ¼ of Section 14, T58N, R35W in Andrew County, Mo. And running thence N89°01'04"E a distance of 1526.09 feet to a point in said Section 14, thence S49°53'11"E a distance of 1205.35 feet to a point in Section 13, T58N, R35W, thence S88°28'08"E a distance of 5105.66 feet to a point on the west line of Section 18, T58N, R34W, said point being 2650 feet south of the NW corner of said Section 18, and thence a continuation of S88°28'08"E a distance of 807.33 feet to a point in said Section 18, thence N62°33'46"E a distance of 5254.5 feet to a point in Section 17, T58N, R34W, thence S89°03'00"E a distance of 13292.54 feet to a point in Section 15, T58N, R34W, thence N18°17'10"E a distance of 7017.27 feet to a point in Section 3, T58N, R34W, thence N49°31'37"E a distance of 812.81 feet to a point in Section 2, T58N, R34W, thence N79°31'28"E a distance of 7828.54 feet to a point in Section 1, T58N, R34W, thence N45°30'10"E a distance of 3422.01 feet to a point on the west line of Section 31, T59N, R33W, said point being 345 feet north of the SW corner of said

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TERRITORIAL DESCRIPTION

St. Joseph – Fairport
345kv Line (Continued)

Section 31, thence a continuation of N45°30'10"E a distance of 4220.31 feet to a point in said Section 31, thence N71°44'06"E a distance of 16029.87 feet to a point in Section 27, T59N, R33W, DeKalb County, Mo., thence N45°33'30"E a distance of 11179.60 feet to a point in Section 13, T59N, R33W, thence N66°27'11"E a distance of 4390.22 feet to a point on the west line of Section 18, T59N, R32W, said point being 1915 feet north of the SW corner of said Section 18, thence a continuation of N66°27'11"E a distance of 23171.32 feet to a point in Section 2, T59N, R32W, thence N56°55'51"E a distance of 12363.68 feet to a point on the west line of Section 31, T60N, R31W, said point being 1660 feet north of the SW corner of said Section 31, thence a continuation of N56°55'51"E a distance of 3990.33 feet to a point in said Section 31, thence N74°15'14"E a distance of 3746.05 feet to a point in Section 32, T60N, R31W, thence N57°48'44"E a distance of 11664.22 feet to a point in Section 22, T60N, R31W, thence N64°29'26"E a distance of 7182.81 feet to a point in section 23, T60N, R31W, thence N87°10'47"E a distance of 1961.59 feet to a point at the center of the last structure at Fairport substation, said point being 1415 feet south and 660 feet east of the NW corner of the NW ¼ of the NE ¼ of Section 23, T60N, R31W, in DeKalb County, Mo.

The above-described service territory extends only to Evergy Missouri Metro's participation rights in the Cooper-Fairport-St. Joseph 345 kV transmission line and associated facilities. Evergy Missouri Metro has no right or authority to serve electric customers within such service territory.

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

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Revised Sheet No. _____

For Western Missouri Territory

TERRITORIAL DESCRIPTION

Cooper – Fairport
345 KV Line

A tract of land 150 feet in width, located 75 feet on each side of a centerline and beginning at a point on the east bank of the Missouri River in Section 16, T64N, R42W in Atchison County, Mo.; said point being located 1460 feet west and 360 feet south of the NE corner of said Section 16: thence S87°10'49"E a distance of 2500 feet to a point, thence N87°07'23"E a distance of 4294.30 feet to a point on the east line of Section 10, T64N, R42W, said point being 130 feet north of the SE corner of said Section 10, and thence a continuation of N87°07'23"E a distance of 2610.06 feet to a point in Section 11, T64N, R42W, thence S87°34'23"E a distance of 2603.13 feet to a point in said Section 11, thence S67°28'46"E a distance of 5026.91 feet to a point in Section 13, T64N, R42W, thence S87°22'29"E a distance of 714.9 feet to a point on the west line of Section 18, T64N, R41W, said point being 1525 feet south of the NW corner of said Section 18 and thence a continuation of S87°22'29"E a distance of 8088.54 feet to a point in Section 17, T64N, R41W, thence S70°19'60"E a distance of 9595.46 feet to a point in Section 15, T64N, R41W, thence S87°00'59"E a distance of 11906.04 feet to a point in Section 13, T64N, R41W, thence S89°52'08"E a distance of 2654.96 feet to a point on the west line of Section 18, T64N, R40W, said point being 490 feet north of the SW corner of said Section 18, thence a continuation of S89°52'08"E a distance of 5046.07 feet to a point in said Section 18, thence S82°25'45"E,

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For Western Missouri Territory

TERRITORIAL DESCRIPTION

Cooper – Fairport
345KV Line (Continued)

a distance of 6860.89 feet to a point in Section 21, T64N, R40W, thence N88°48'07"E a distance of 9019.58 feet to a point in Section 15, T64N, R40W, thence S64°01'01"E a distance of 6004.90 feet to a point in Section 23, T64N, R40W, thence S61°05'10"E a distance of 6073.56 feet to a point on the west line of Section 19, T64N, R39W, said point being 55 feet north of the SW corner of said Section 19, thence a continuation of S61°05'10"E a distance of 3535.11 feet to a point in Section 30, T64N, R39W, thence S68°12'55"E a distance of 6710.89 feet to a point in Section 29, T64N, R39W, thence S60°05'35"E a distance of 13624.58 feet to a point on the north line of Section 2, T63N, R39W, said point being 180 feet east of the NW corner of said Section 2, thence a continuation of S60°05'35"E a distance of 437.46 feet to a point in said Section 2, thence S66°40'02"E a distance of 10802.54 feet to a point on the west line of Section 6, T63N, R38W, said point being 935 feet north of the SW corner of said Section 6, thence a continuation of S66°40'02"E a distance of 5432.23 feet to a point in Section 7, T63N, R38W, thence S61°07'06"E a distance of 9564.37 feet to a point in Section 16, T63N, R38W, thence S88°12'01"E a distance of 5720.5 feet to a point in Section 15, T63N, R38W in Nodaway County, MO., thence S37°36'26"E a distance of 3299.46 feet to a point in Section 14, T63N, R38W, thence S67°34'04"E a distance of 11192.03 feet to a point on the west line of Section 19, T63N, R37W, said

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For Western Missouri Territory

TERRITORIAL DESCRIPTION

Cooper – Fairport
345KV Line (Continued)

point being 1310 feet south of the NW corner of said Section 19, and thence a continuation of S67°34'04"E a distance of 80.66 feet to a point in said Section 19, thence S73°16'15"E a distance of 8775.56 feet to a point in Section 20, T63N, R37W, thence S64°04'50"E a distance of 7043.78 feet to a point in Section 28, T63N, R37W, thence S35°07'29"E a distance of 2476 feet to a point in Section 27, T63N, R37W, thence S71°50'49"E a distance of 9257.84 feet to a point in Section 35, T63N, R37W, thence S54°43'27"E a distance of 3532.22 feet to a point in Section 36, T63N, R37W, thence S68°57'57"E a distance of 3793.94 feet to a point on the west line of Section 31, T63N, R36W, said point being 900 feet north of the SW corner of said Section 31, and thence a continuation of S68°57'57"E a distance of 18573.21 feet to a point in Section 10, T62N, R36W, thence S66°52'47"E a distance of 11473.68 feet to a point in Section 12, T62N, R36W, thence S52°07'58"E a distance of 4928.11 feet to a point on the west line of Section 18, T62N, R35W, said point being 2000 feet south of the NW corner of said Section 18, and thence a continuation of S52°07'58"E a distance of 7291.37 feet to a point in Section 20, T62N, R35W, thence S66°55'06"E a distance of 12246.42 feet to a point in Section 27, T62N, R35W, thence S63°38'47"E a distance of 8030.15 feet to a point in Section 26, T62N, R35W, thence S65°24'10"E a distance of 7927.06 feet to a point on the west line of Section 31, T62N

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For Western Missouri Territory

TERRITORIAL DESCRIPTION

St. Joseph - Fairport
345KV Line (Continued)

R34W, said point being 380 feet south of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, of said Section 31, and thence a continuation of S65°24'10"E a distance of 2962.83 feet to a point in said Section 31, thence S74°36'41"E a distance of 9187.17 feet to a point on the Nodaway and Andrew County Line, also being the north line of Section 4, T61N, R34W, said point being 950 feet east of the NW corner of said Section 4, and thence a continuation of S74°36'41"E a distance of 20805 feet to a point on the west line of Section 7, T61N, R33W, said point being 40 feet south of the NW corner said Section 7, and thence a continuation of S74°36'41"E a distance of 5903.37 feet to a point in Section 8, T61N, R33W thence S68°03'04"E a distance of 10108.21 feet to a point in Section 16, T61N, R33W, thence S71°42'52"E a distance of 9315.63 feet to a point in Section 14, T61N, R33W in Gentry County, Mo., thence S72°16'07"E a distance of 7927.79 feet to a point on the west line of Section 19, T61N, R32W, said point being 90 feet south of the NW corner of said Section 19, and thence a continuation of S72°16'07"E a distance of 15706.59 feet to a point in Section 21, T61N, R32W, thence S51°32'33"E a distance of 9745.64 feet to a point in Section 35, T61N, R32W, thence S66°35'38"E a distance of 13637.77 feet to a point on the west line of Section 7, T60N, R31W in DeKalb County, Mo., said point being 390 feet south of the NW corner of said Section 7, and thence a continuation of S66°35'38"E

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

1. DEFINITIONS

The following terms, when used in these General Rules and Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated therein, have the meanings given below:

- 1.01 **BILL** - A written or electronically posted demand for payment for service and the taxes and franchise fees related to it.
- 1.02 **BILLING ERROR** - The incorrect billing of an account due to a Company or Customer error, which results in incorrect charges.
- 1.03 **BILLING PERIOD** - 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.
- 1.04 **BUILDING** - A single structure which is unified in its entirety, both physically and in operation. Separate structures on the same tract of land, or separate structures on adjoining tracts of land (even through separated by a public or private way), may be considered as a building if such separate structures are physically joined by an enclosed and unobstructed passageway at or above ground level and both are occupied and used by the Customer for one single business enterprise.
- 1.05 **COMMISSION** - The Missouri Public Service Commission.
- 1.06 **COMPANY** - Evergy Metro, Inc. d/b/a Evergy Missouri Metro
- 1.07 **COMPLAINT** - An informal or formal complaint under Commission Rule 20 CSR 4240-2.070 and Section 5.10 of these Rules.
- 1.08 **CUSTOMER** - 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.
- 1.09 **CUSTOMER'S INSTALLATION** - All wiring, appliances and apparatuses of every kind and nature on the Customer's Premises on the Customer's side of the point of delivery (except the Company's meter installation) used or useful by the Customer in connection with the receipt and utilization of electric service supplied by the Company. Normally, a residential Customer's wiring installation terminates on the load side of the Company's meter.
- 1.10 **CYCLE BILLING** - A system that results in the rendition of bills to various customers on different days of a month.
- 1.11 **DELINQUENT CHARGE** - A charge remaining unpaid at least fifteen (15) days for a residential customer, and twenty-one (21) days for a non-residential customer from the rendition of the bill by Company.
- 1.12 **DELINQUENT DATE** - The date stated on a bill, which shall be at least fifteen (15) days for a residential customer, and twenty-one (21) days for a non-residential customer 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.

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

1. **DEFINITIONS** (continued)

- 1.13 **DEPOSIT** - 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.
- 1.14 **DISCONTINUANCE OF SERVICE** (Discontinuance) - A cessation of service not requested by a customer.
- 1.15 **DUE DATE** - The date stated on a bill when the charge is considered due and payable.
- 1.16 **ELECTRIC SERVICE** - The availability of electric power and energy supplied by the Company at a point of delivery within the Company's service territory on or near the Customer's premises, at approximately the standard voltage and frequency for a class of service made available by the Company in that area, which source is adequate to meet the Customer's requirements as stated or implied in the Customer's service agreement, irrespective of whether or not the Customer makes use of such electric service.
- 1.17 **ESTIMATED BILL** - 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.
- 1.18 **FRAUD** - The misrepresentation of material facts by a customer, or other person, by giving false or misleading information, or by concealment of that which should have been disclosed, as a deceptive means to gain or maintain utility service, avoid payment for past, present or future service, or obtain a refund and so cause the Company, or others to rely upon such misrepresentations to the Company's financial detriment. Includes, but is not limited to: (a) furnishing Company with false names, or customer information not legally assigned to such person, (b) furnishing false, or altered customer identification, (c) furnishing false, or altered residency history, (d) furnishing false, or altered ownership, or lease papers (e) rendering false reports of unauthorized electronic fund transfers to the Company.
- 1.19 **GUARANTEE** - 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.
- 1.20 **IN DISPUTE** - Any matter regarding a charge or service that is the subject of an unresolved inquiry.
- 1.21 **INDIVIDUAL LIABILITY** - Where two, or more adults occupy the same premises, they shall be jointly and severally liable for electric consumption and the associated costs thereof.
- 1.22 **LATE PAYMENT CHARGE** - An assessment on a delinquent charge in accordance with Company's tariff on file with the Commission and in addition to the delinquent charge.
- 1.23 **METER ERROR** - The incorrect registration of electric consumption resulting from a malfunctioning or defective meter.
- 1.24 **METER INSTALLATION** - The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed by the Company to measure the class of electric service supplied to a Customer at a single point of delivery.
- 1.25 **PAYMENT AGREEMENT** - 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.

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

1. DEFINITIONS (continued)

- 1.26 PAYMENT OPTIONS - 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.
- 1.27 POINT OF DELIVERY - The point at which the Company's conductors and/or equipment (other than the Company's meter installation) make electrical connection with the Customer's Installation, unless otherwise specified in the Customer's service agreement. Normally, for a residential Customer, the point of delivery is at the Company's meter where the Company's service conductors terminate.
- 1.28 PREMISE - 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.
- 1.29 RENDITION OF A BILL - The mailing, electronic posting, or hand delivery of a bill by Company to a customer.
- 1.30 RESPONSIBLE PARTY - Any adult, landlord, property management company, or owner applying for agreeing to take, and or receiving substantial use and benefit of electric service at a given premise.
- 1.31 SEASONALLY BILLED CUSTOMER - A customer billed on a seasonal basis in accordance with Company's tariff on file with the Commission.
- 1.32 SERVICE AGREEMENT - The application, agreement or contract, expressed or implied, pursuant to which the Company supplies electric service to the Customer.
- 1.33 SERVICE TERRITORY - All areas included within that portion of the territory within the State in which the Company is duly certificated and authorized by the Commission to supply electric service.
- 1.34 TAMPERING - To rearrange, damage, injure, destroy, alter, or interfere with, Company facilities, service wires, electric meters and associated wiring, locking devices, or seals or otherwise prevent any Company equipment from performing a normal or customary function.
- 1.35 TARIFF - A schedule of rates, services and rules approved by the Commission.
- 1.36 TERMINATION OF SERVICE (Termination) - A cessation of service requested by a customer.
- 1.37 TIME OF APPLICATION - Effective 30-day period following a Customer's notice to the Company of a new request for service, or those instances where Customer responsibility changes without notice to the Company, e.g., revision to landlord responsibility, change of occupant in terms of ownership or lease.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-1.04

Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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1. DEFINITIONS (continued)

- 1.38 UNAUTHORIZED USE - 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.
- 1.39 UTILITY - An electric corporation as those terms are defined in Section 386.020, RSMo.
- 1.40 UTILITY CHARGES - The rates for utility service and other charges authorized by the Commission as an integral part of utility service.

RULES AND REGULATIONS
ELECTRIC

2. SERVICE AGREEMENTS

2.01 APPLICATION 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 2.07 of these Rules shall not invalidate Section 2.07.
- 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.

2.02 TERM OF APPLICATION

- 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. Normally, all service agreements, except those under which the applicable rate schedule expressly permits a shorter term, shall be effective for a minimum initial term of one year from the date electric service commences (unless terminated by mutual agreement of the Customer and the Company) and after the initial term shall continue from month to month until terminated by the Customer; provided that any Customer supplied electric service under the Residence Service rate schedule may terminate such electric service at any time upon notice to the Company, except that any such termination shall not relieve the Customer of any minimum bills. Service agreements for electric service to residential customers shall, with respect to the Company's billing practices for such customers, be further subject to the provisions of 20 CSR 4240, Chapter 13, Utility Billing Practices, as promulgated by the Commission, and said Chapter 13 is expressly incorporated herein by reference. To the extent any of the Company's General Rules and Regulations Applying to Electric Service are in conflict with the provisions of said Chapter 13, the provisions of said Chapter 13 shall be controlling.
- B. A reasonable time for cessation of service shall prevail when service is terminated.

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

P.S.C. MO. No. 3 Original Sheet No. R-2.02

Canceling P.S.C. MO. No. Revised Sheet No.

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.03 MODIFICATION

A service agreement shall be subject to modification, and shall be deemed modified, from time to time during the term thereof in accordance with all applicable changes in the Company's rate schedules, rules and regulations, and the Commission's general orders, as authorized by law.

2.04 UNUSUAL LOADS

When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to serve the Customer's requirements, the Company may require the service agreement to be for an initial term of more than one year and, upon termination or cancellation, the payment by the Customer of such secured or unsecured charges and amounts (which may be required to be deposited before construction of such equipment or facilities) as may be necessary to protect the investment of the Company.

2.05 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. Temporary service will be made available to carnivals, fairs and circuses and for construction purposes and other temporary or transient businesses.
- 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.

2.06 PRIVATE, UNMETERED PROTECTIVE LIGHTING SERVICE INSTALLATION

The Company may enter into agreements with customers or prospective customers as needed to complete requests for service. These requests will take various forms depending on the type of service requested. All agreements will be consistent with terms and conditions of Missouri law and the Company's Commission approved tariffs and regulations.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.07 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.
- 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.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.07 DEPOSITS AND GUARANTEES OF PAYMENT (continued)

- F. A cash security deposit, surety bond, irrevocable letter of credit, or other guarantees acceptable to the Company may be required on all new non-residential customers. A new nonresidential customer is defined as a customer not currently receiving nonresidential service from the Company at another Missouri location or has less than twelve (12) months of service at all other locations. A cash security deposit, surety bond, irrevocable letter of credit, or other guarantees acceptable to the Company may be required as a condition of continued service to any nonresidential customer at a new or existing location due to any of the following:
1. The service of the customer has been discontinued by the 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 during the past year or has had a payment 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 or has filed a petition for bankruptcy during the previous seven (7) years.
 5. Misrepresentation of identity for the purpose of obtaining utility service.
 6. The Company has become aware through a public medium that the customer is experiencing financial difficulties.
- 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.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.07 DEPOSITS AND GUARANTEES OF PAYMENT (continued)

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.
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.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.08 CUSTOMER INSOLVENCY

A service agreement shall, at the option of the Company, cease and terminate and all amounts due the Company thereunder shall become immediately payable without further notice in case any act of bankruptcy is made or committed by the Customer, or any petition in bankruptcy, either voluntary or involuntary, is filed by or against the Customer.

2.09 SUCCESSION AND ASSIGNMENT

A service agreement shall inure to the benefit of, and be binding upon, the Customer's successors by operation of law but shall not be assignable voluntarily by the Customer. Customers having a change in status of the designated account holder, having lived in the household for a minimum of 6 months, shall not be required to apply for service. A change in the status of the designated account holder could be due to but not limited to death, divorce, or other similar circumstance whereby the designated account holder no longer resides at the premise. Upon notification to the Company the Customer remaining at the premise will become the designated account holder with no new deposit requirements or changes to the payment plans required. All rights and responsibilities of the designated account holder shall inure to the remaining Customer.

2.10 AUTHORITY

Except as provided in 20 CSR 4240-13.040, no representative, agent or employee of the Company, except a corporate officer, shall have authority to amend, alter, waive or change any of the Company's rules and regulations or otherwise bind the Company by promises or representations.

2.11 WAIVER

Waiver by the Company with respect to any default by a Customer in complying with the provisions of his service agreement shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.12 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.

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.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.12 DISCONTINUANCE OF SERVICE (continued)

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.
- 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 20 CSR 4240-13.045 (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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P.S.C. MO. No. 3 Original Sheet No. R-2.09

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

2.12 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.
- 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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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.13 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.

B. This Rule takes precedence over other Rules on provision of heat-related utility service from November 1 through March 31 annually.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.13 COLD WEATHER RULE (continued)

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.13 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. seventy-two (72) hours predicts that the temperature will drop below thirty-two degrees On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 p.m., for the following 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 p.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.
- 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.

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

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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2.13 COLD WEATHER RULE (continued)

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

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2.13 COLD WEATHER RULE (continued)

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.
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.

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2.13 COLD WEATHER RULE (continued)

- 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.

2.14 HOT WEATHER RULE

From June 1 through September 30 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 cooling or to control or operate the only cooling equipment at the residence is prohibited as follows:

- A. On any day when the National Weather Service local forecast between 6:00 a.m. to 9:00 p.m., for the following seventy-two (72) hours predicts that the temperature shall rise above ninety-five degrees Fahrenheit (95°F) or that the heat index shall rise above one hundred five degrees Fahrenheit (105°F); or
- B. 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 p.m. predicts that the temperature during the Period of Unavailability shall rise above ninety-five degrees Fahrenheit (95°F) or that the heat index shall rise above one hundred five degrees Fahrenheit (105°F).

2.15 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.

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2.16 DISCONNECTION CHARGE

If electric service is disconnected for violation of any provision of the Customer's service agreement, the following applicable disconnection charge shall be assessed to the customer by the Company to cover its cost of disconnecting and reconnecting the Company facilities before electric service will be resumed. Also, reference General Rules and Regulations 3.11 for the terms and conditions of reconnection of electric service.

Disconnection charge for Residential Customers at meter:	\$5
Disconnection charge for non-residential customers at the meter:	\$25
Disconnection charge for customers at the pole:	\$50

Minimum reconnection charge after tampering \$150
(Excessive damage of Company property will result in additional charges.)

2.17 SERVICE TO LOADS GREATER THAN 25MW

- A. Customers, or prospective Customers seeking service for loads expected to be greater than 25 megawatts (MW) shall be subject to an initial evaluation and study by the Company prior to receiving service. Such Customers shall notify the Company, in advance, concerning the expected load, project location, and project schedule. The Company will respond with an initial evaluation detailing its conditions of service.
- B. Customers choosing to move forward and seek service for a project shall complete and comply with terms set forth in a Letter of Agreement and submit a refundable deposit of \$200,000 that will be used to offset costs associated with project planning. Should costs exceed this deposit an additional refundable deposit of \$200,000 shall be required. Additional refundable deposits will be required such that the Customer pays all project planning costs associated with their project. Initial deposit funds not used during planning shall be refunded to the customer without interest. These Customers shall be placed in a queue based on the date on which they provided the required information and deposit.
 1. Service related to projects the Company designates as serving the community interest may be given priority in the queue and may not be required to submit a deposit. Community interest projects are those that are part of a competitive search in which the Company is competing against at least one other location for the project, the Customer reasonably demonstrates that the project will employ at least 250 permanent, full-time employees, and an accredited state or regional economic development organization certifies that the absence of a deposit and expedited timing are critical to the state winning the project.
 2. The Company shall have sole discretion on the deposit applicability and managing projects in the queue.
- C. The Company will work on advanced study and scoping for up to four (4) projects at a time. Customers with projects being studied shall be notified of the study results and plans to receive service. Once an Initial Projects Agreement is complete, the Company will send necessary details to the Southwest Power Pool ("SPP") for its review. Completed plans shall be valid for six months.

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2.17 SERVICE TO LOADS GREATER THAN 25MW (continued)

- D. Customers choosing to receive service according to these plans shall complete the required agreements to facilitate construction and all required Service Agreements to receive service. The Schedule LLPS tariff and associated Service Agreement contain additional requirements for qualifying projects that must be met to receive service. Customers failing to complete these agreements within the timeframe allowed may be returned to the queue.
- E. Additional details regarding the queue process and submission shall be posted to and updated from time to time on the Company's website.

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3. SUPPLYING AND TAKING OF SERVICE

3.01 ELECTRIC SERVICE SUPPLY AND INTERRUPTION

- A. Except as otherwise provided by Rules 7 hereof, electric service will be supplied by the Company under an available rate schedule only at such premises as are adjacent to the Company's existing distribution facilities which are adequate and suitable, as to capacity, voltage, phase and other characteristics to supply electric service for the requirements of the Customer, unless special arrangements are made between the Customer and the Company.
- B. 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 (including indirect, economic, special or consequential damage) which the customer 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 customer's premises whether such damages are caused by or involve any fault, failure, or negligence of Company, act of God or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority 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.
- C. 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 9.

3.02 CLASS OF SERVICE

Except as may be otherwise provided under an applicable and available rate schedule of the Company, all electric service will be supplied at primary and secondary voltages as available and as designated by the Company. The class or classes of electric service which will be designated by the Company will depend on the location, size, type and other characteristics of the Customer's load requirements.

3.03 LINE CONSTRUCTION

Normally, all transmission and distribution lines of the Company will be of overhead construction. Underground distribution lines in an area or on the Customers premises will be made available pursuant to Rule 9 hereof. However, the Company reserves the right to place any transmission or distribution line underground where it is more economical or convenient for the Company to do so.

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3.04 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.

3.05 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. The Customer will provide or procure for the Company such rights-of-way (including permission to trim or remove any trees that may interfere with the operation of the Company's facilities) as are satisfactory to the Company, across property owned or otherwise controlled by the Customer, for the construction, operation and maintenance by the Company of its facilities necessary or incidental to the supplying of such electric service. Only authorized Company employees shall be permitted to energize the Customer's installation from the Company's facilities. All facilities on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time.

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 COMPANY RESPONSIBILITY

The obligation of the Company to supply electric service to the Customer shall be completed by the supplying of such electric service at the Customer's point of delivery for the operation of all electrical equipment on the premises of the Customer. The Company shall not be obligated to supply electric service to a Customer for a portion of the electrical requirements on the premises of the Customer, except pursuant to an applicable rate schedule therefore. The responsibility of the Company for the quality of service and the operation of its facilities ends at the point of delivery. The Company shall be required only to furnish, install and maintain one connection from its distribution facilities, service conductors from such connection to the Customer's point of delivery and one meter installation to measure such electric service to the Customer.

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3.08 RESTORATION OF SERVICE

In all cases of interruption or suspension of service, the Company will make reasonable efforts to restore service without unnecessary delay. Labor disturbances affecting the Company or involving employees of the Company may be resolved by the Company at its sole discretion.

3.09 APPLICATION OF RATE SCHEDULE

Neither interruption nor suspension of electric service by the Company shall relieve the Customer from charges provided for in the Customer's service agreement.

3.10 DISCONTINUANCE OF ELECTRIC SERVICE

The Customer shall at all times observe and perform his obligations to the Company under his service agreement. The Company shall have the right to discontinue electric service to a Customer and remove its facilities or any portion thereof from the Customer's premises upon any default by the Customer of any provision thereof. The Company reserves the right, in addition to any and all other legal remedies, to refuse to reconnect electric service to any Customer disconnected hereunder until such default shall have been remedied by the Customer. Except in cases of (a) tampering in violation of Rule 4.02 (B) hereof, (b) dangerous or disturbing uses in violation of Rule 4.06, or (c) an order or directive of the Commission or other governmental agency or court requiring the discontinuance of service, the Company shall give to the Customer written notice of its intention to discontinue such electric service. The contents of such notice shall be as determined by the Company, or as required by general order or rule of the Commission. Such notice shall be mailed to or served upon the Customer as may be provided for by general order or rule of the Commission or other applicable state law.

- A. Company shall not discontinue residential service 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.
- B. At least five (5) days prior to disconnection, the company will make a notification attempt to the customer of the pending disconnection via the customer's preferred method of contact (phone call, text message, or email).
- C. At least two (2) days prior to disconnection, the company will make a notification attempt to the customer of the pending disconnection via (2) telephone call attempts reasonably calculated to reach the customer.
- D. One (1) business day prior to 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 take to avoid it via the customer's preferred method of contact (phone call, text message, email). During the Cold Weather Rule period of November 1 – March 31, if the weather permits disconnection, this notification attempt will be made via a telephone call.
- E. Immediately preceding the discontinuance of service for customers without remote disconnection and reconnection-enabled meters, 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.

Notifications listed in Section 3.10 D contain variances from Missouri Code of State Regulations as listed and approved in docket EE-2025-0084.

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3.11 RECONNECTION OF ELECTRIC SERVICE

The Company may impose a disconnection charge to a Customer whose electric service has been discontinued for nonpayment by the Customer of any delinquent electric service bill. The Company shall not be required to restore electric service to the Customer until all such delinquent bills have been paid, together with any such disconnection charge, and the Customer shall have complied with the credit regulations of the Company.

3.12 REFUSAL TO SERVE

The Company may refuse to supply electric service to any customer who fails or refuses to comply with any provisions of any applicable law, general order or rule of the Commission or rate schedule, rule or regulation of the Company in effect and on file with the Commission. However, nothing in this Rule 3.12 shall be construed as a reason for discrimination against a customer or applicant for service for exercising any right granted by 20 CSR 4240-13, Utility Billing Practices.

3.13 ELECTRIC VEHICLE CHARGING STATION

The sale or furnishing of electric vehicle charging services by a customer of the Company to a third party does not constitute the resale of electricity.

3.14 PRORATION OF DEMAND CHARGES

In the event the Customer's electric load requirements are temporarily curtailed or substantially reduced because of damage to or destruction of the Customer's premises or equipment due to an Act of God or because of a labor strike of the Customer's own employees employed at the premises of the Customer, the Company shall, upon request by the Customer, prorate the demand charges which would otherwise be applicable for the electric service supplied to the Customer during not more than six (6) months of curtailed or reduced load requirements of the Customer.

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4. INSTALLATIONS

4.01 CUSTOMER INSTALLATIONS

- 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 the customer's 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 customer installed electrical equipment shall conform to the requirements of the National Electrical Code of the National Board of Fire Underwriters (NEC) and the National Electrical Safety Code (NESC). Company defers to local jurisdictions for adoption or enforcement, or both, of different editions of the NEC and NESC. 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.

4.02 PROTECTION OF COMPANY 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.

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4.02 PROTECTION OF COMPANY PROPERTY (continued)

- B. Company may discontinue service to a customer and remove its equipment from the customer's premises without notice as stated in Section 3.05 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:
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 3.05 of these Rules.

4.04 INCREASING CONNECTED LOAD

If the customer's connected load is increased (15% or more) 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.

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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.
- 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 CONDITIONS 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. Customer's equipment may include welding machines, X-ray machines, motors with excessive starting currents, and experimental electric devices to 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 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. Except upon prior written consent of the Company, no person shall attach anything of any kind or nature to the electric facilities of the Company wherever located.

4.08 MOVING STRUCTURE

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 INSTALLATION

- A. The Company shall furnish and install its meter without expense to the Customer. The Customer shall provide and at all times maintain, at the place specified by the Company, space for the meter installation. The Customer shall provide the necessary meter mounting facilities in a manner satisfactory to the Company and in full compliance with the provisions of the National Electrical Code and all laws and governmental regulations applicable to the same. The Company shall supply the meter socket for those installations that require a Current Transformer rated meter socket. After the meter installation has been located on the premises of the Customer, any subsequent change in the location thereof, if permitted or required by the Company for safety reasons or inaccessibility, shall be paid by the Customer. Nothing in the preceding sentence shall preclude the Company, on its own initiative, from relocating meters at the Company's expense when such relocation becomes necessary as a result of changes in Company's operating practices.
- 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.
- 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.
- E. Meter Seals will be placed by the Company on all meters and meter enclosures. Such seals shall not be broken or disturbed by any person other than persons authorized by the Company or by law.
- F. Evidence of consumption - The registration of the Company's meters will be accepted and received at all times and placed as prima facie evidence of the amount of power and energy taken by the Customer.

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P.S.C. MO. No. 3 Original Sheet No. R-5.02

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

5.02 MULTIPLE METERING

- A. When more than one meter installation is used to measure the electric service supplied by the Company to a customer, a separate bill in accordance with the applicable rate schedule will be rendered for the electric service supplied through each meter installation. The Company may combine consumption of electric service registered, and render a single bill, for the same class of electric service supplied to a Customer at his premises through two or more meter installations if, at the option of the Company, such multiple metering is installed as a convenience to the Company or because it is more economical for the Company to do so.
- B. When a building, construction of which began after June 1, 1981 or is renovated subject to paragraph 5.07, is occupied by more than one Customer, the Company will set as many meters as there are separate Customers within the building and will furnish electric service conductors to the building sufficient to supply the requirements of all Customers within the building. The internal building wiring and meter board shall be so arranged as to permit individual metering of each separate premises and the installation of the Company's meters immediately adjacent to each other.
- C. The Company will not supply electric service to a Customer for resale or redistribution by the Customer.
1. 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 submetering, remetering, estimating or rebilling as an additional, flat, or excess charge, or otherwise. Evidence of any attempt to resell electric service shall give the Company the right to discontinue service upon 48 hours prior written notice.
2. REDISTRIBUTION shall mean the furnishing of electric service by the Customer
- a. 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
- b. 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:
- 1.1. An operation catering predominately to transients, such as hotels, motels, and hospitals;
- 2.1. An operation where the individual dwelling quarters are not equipped with kitchen and bathroom facilities, such as recognized rooming houses, dormitories, retirement communities, orphanages and charitable institutions;
- 3.1. 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;

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5.02 MULTIPLE METERING (continued)

- 4.1. 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.
- D. In cases where redistribution is permitted under this Rule 4.02, 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. If requested by the Company, the owner, lessee, or operator of such multiple occupancy premises where redistribution is permitted shall provide evidence of the rent inclusion. If the rent inclusion fails to meet the terms of this section the owner, lessee, or operator of such multiple occupancy premises where redistribution is permitted shall implement suitable such rent inclusion immediately.
- E. 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.
- F. Except as otherwise provided in this Rule 4, or if the Commission has granted a variance pursuant to Commission Rule 20 CSR 4240-20.050(5) permitting otherwise, the occupant of each separate premises in or on any multiple occupancy premises will be individually metered and supplied electric service as the Customer of the Company, which electric service shall be utilized by the Customer only for operation of the Customer's installation located in or on the separate premises for which such electric service is supplied pursuant to the Customer's service agreement.
- G. All public service use in or on any multiple occupancy premises, where each separate premises therein is individually metered by the Company, will be separately metered and billed under an applicable non-residential rate schedule. Such public service use may include the electric requirements of all common areas and equipment in or on such multiple occupancy premises and the electric requirements of any separate premises therein occupied by the lessor or manager. Where, in any building used for residential purposes, the public service use consists solely of incidental hall or entrance way lighting, such public service use may for billing purposes be combined with the residential use of any separate premises therein so designated by the lessor.
- H. Where a building presently receiving electric service through a single meter, regardless of building age, 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 not be eligible for redistribution. When redistribution is requested and before receiving permanent service, the Customer shall provide the Company with an estimated cost of renovation and a current estimate of building value. Should such information not be available or is deemed unreliable by the Company, the Company shall exercise reasonable judgment to determine if renovation could reasonably support individual metering.
- I. Nothing in this Rule 4 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.

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5.02 MULTIPLE METERING (continued)

- J. Change of Ownership -Should a building presently receiving electric service for redistribution change ownership, redistribution will only be allowed if the end use and purpose of the building remains consistent with the conditions supporting the original approval of redistribution. Should the end use and purpose of the building change, the Company shall evaluate if the building qualifies for redistribution based on its current conditions.
- K. In determining if redistribution will be allowed, the Company shall assess the request in the context of all factors impacting the electric service. Presence of mixed residential/non-residential loads, variations in end use, customer generation, or sizable public service load (see section 5.02F) are detrimental to approval for redistribution. Cost or project delay to provide individual metering shall not be a factor in the decision to allow redistribution. The utilization of renewable energy resources shall not automatically allow redistribution.
- L. Should the Company deny a request for redistribution, the requestor may seek a variance from this Rule and Commission Rule 20 CSR 4240-20.050(5). Approved variances are recorded in section 21 of the Company Rules and Regulations.

5.03 METER TESTING

Company's meters shall be tested for accuracy in accordance with the Commission's Rule included in 20 CSR 4240-10.030 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.

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.

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5.04 BILLING ADJUSTMENTS (continued)

- 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. 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.
- 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.
- G. Rate Schedule Designation: When a Customer who currently qualifies for the "Residential" rate schedule has been billed on a non-Residential rate, and there is no evidence that the Customer would not have qualified for service under a Residential rate schedule during the period the billing occurred, the Company shall adjust the billing for the entire period such condition existed not to exceed twelve consecutive billing periods from date of discovery or inquiry.
- H. When a Customer is billed on a "Residential" rate schedule for which the Customer does not qualify, the Customer's account shall be transferred to a rate schedule for which the Customer is eligible and the Company shall adjust the billing for the entire period such condition existed not to exceed sixty consecutive billing periods from date of discovery or inquiry.

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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.evergy.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.
- F. Residential Customers choosing to receive Non-Standard Metering and meeting the requirements detailed in Rule 5.05 B may request to self-read their meter. The Company will provide simple written instructions to these Customers explaining how to read and report energy usage by email, through the Company web page, or by phone to Customer Service.
 - 1. The Residential Customer shall accurately read and timely report the energy usage monthly. If the Customer fails to provide the meter-reading on time, the Company shall estimate the Customer's energy usage for that month.
 - 2. At least twice a year, at the beginning and end of the summer billing months, the Company shall obtain an actual meter reading of the Customer's energy usage in order to verify the accuracy of readings reported in this manner.
 - 3. If the Customer does not read and report their meter for two (2) consecutive months or any three (3) months in a rolling twelve-month period, the Company may resume monthly readings of the meter.

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6. METER READING, BILLING, AND COMPLAINT PROCEDURES

6.01 BILLING AND READING 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 20 CSR 4240-13.020(11). per Commission order in case No. EO-95-117)
- 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.
- 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.

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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. The Company shall have the right to read a meter and render a bill more frequently. If bills are rendered more frequently than monthly, the total of the minimums of such bills for any one month shall not exceed the monthly minimum required under the applicable rate schedule. All bills that are less than twenty-six (26) days or more than thirty-five (35) days may be prorated.

6.03 CHOICE AND APPLICATION OF RATE SCHEDULES

- A. The rate schedules of the Company currently in effect and on file with the Commission, and a copy of 20.C.S.R. 4240, Chapter 13, Utility Billing Practices, will be made available by the Company for inspection by any Customer during working hours at the public business offices of the Company. 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. Residential Customers may substitute any other applicable rate schedule by notifying Company. Non-residential Customers may change rates only once in any 12-month period unless, in Company's reasonable discretion, there is a substantial change in customer's use of Electric Service during such period. In that event, Company may allow customer to change rate schedule and/or rider. All Customer rate changes shall take effect after the date of the next meter reading after notice to Company.
- C. Company may change customer's rate schedule and/or rider if Company discovers customer's Electric Service is no longer eligible for the rate schedule and/or rider under which customer is taking Electric Service. Company may reissue bills under the correct rate schedule for Electric Service taken under the incorrect rate schedule. Reissued bills shall cover only that portion of the previous 12-month period during which customer received Electric Service under the incorrect rate schedule and/or rider.
- D. 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.
- E. 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.

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6.03 CHOICE AND APPLICATION OF RATE SCHEDULES (continued)

- F. 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.
- G. 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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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

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. Contact the Company and make an appointment for a special reading on a Saturday or prior to 9:00 p.m. on a weekday.
 - d. Estimated bills shall be adjusted in the next subsequent billing based upon a reading of the meter by the Company.
 - d.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 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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For Missouri Retail Service Area

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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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For Missouri Retail Rate Area

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6.04 BILLING AND PAYMENT STANDARDS (continued)

F. 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.
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.

G. 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.

H. A bill for electric service supplied by the Company shall, upon rendition (by mailing, electronic posting or serving), become due and payable in the net amount thereof. Bills for electric service may be paid in cash, 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.

1. Any unpaid bill for service under a rate schedule classified as "Residential Service," shall become delinquent on the twenty-second (22nd) day after rendition. The Company may add a sum equal to one quarter percent (0.25%) on the net amount of such bill, and the Customer shall then pay the gross amount of such bill if delinquent.
2. Any unpaid bill for service under any other rate schedule shall become delinquent on the fifteenth (15th day) after rendition; provided, however, that bills for service rendered to the State of Missouri and its agencies shall not become delinquent until thirty days (30 days) after rendition. The Company may add a sum equal to one-quarter percent (0.25%) on the net amount of such bill, and the Customer shall then pay the gross amount of such bill if delinquent.
3. Interest at the rate of six percent (6%) per annum on the net amount of such bill may be added to any unpaid bill commencing thirty days (30 days) after it becomes delinquent.

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6.04 BILLING AND PAYMENT STANDARDS (continued)

- I. Failure of the Customer to pay any amount due the Company under the Customer's service agreement in the full amount due before the same becomes delinquent shall constitute a default by the Customer in his service agreement. The Customer's obligation to pay the amount due the Company under the Customer's service agreement shall be separate from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company, other than amounts due the Company under the Customer's service agreement, shall not constitute a default justifying discontinuance of electric service under Rule 3.13 and the failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore shall not justify failure by the Customer to pay the amount due the Company under the Customer's service agreement nor prevent default by the Customer.

6.05 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.

6.06 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 20 CSR 4240-13.045, before billing under the Plan will be commenced.

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P.S.C. MO. No. 2 **Original Sheet No.** R-6.08

Canceling P.S.C. MO. No. 2 **Revised Sheet No.**

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6.06 AVERAGE PAYMENT PLAN (continued)

- 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.
- 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.

6.07 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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6.07 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.
- 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.

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P.S.C. MO. No. 3 **Original Sheet No.** R-6.10

Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Service Area

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6.08 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.

6.09 COMMISSION COMPLAINT PROCEDURES

- A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 20 CSR 4240-13 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 20 CSR 4240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 20 CSR 4240-2-070 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 20 CSR 4240-2.070.
- 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 20 CSR 4240-2.070 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 20 CSR 4240-13.050, 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.

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6.09 COMMISSION COMPLAINT PROCEDURES (continued)

- 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.

6.10 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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6.06 AVERAGE PAYMENT PLAN (continued)

- 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.
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- 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.
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- 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.

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6.08 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.
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- 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.
- 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.

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6.09 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.

6.10 COMMISSION COMPLAINT PROCEDURES

- A. Prior to filing an informal or formal complaint, the customer shall pursue remedies directly with Company as provided in 20 CSR 4240-13 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 20 CSR 4240-13 of the Commission Rules or other Commission Rules relating to utilities may file an informal or formal complaint under 20 CSR 4240-2-070 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 20 CSR 4240-2.070.
- 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 20 CSR 4240-2.070 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 20 CSR 4240-13.050, 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.

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6.10 COMMISSION COMPLAINT PROCEDURES (continued)

- 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.

6.11 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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RULES AND REGULATIONS ELECTRIC

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 EXTENTION 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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P.S.C. MO. No. 3 Original Original Sheet No. R-7.02

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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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P.S.C. MO. No. 3 Original Revised Sheet No. R-7.03

Canceling P.S.C. MO. No. Revised Sheet No.

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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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 temporary meter sets, 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

- A. For electric service of a temporary nature, Applicant shall be required to pay to Company as nonrefundable 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.
- B. This classification does not include temporary meter sets furnished to service an Applicant's construction requirements. Such temporary service consists of 2-20 Amp, 120 Volt Ground-Fault Circuit Interrupter Outlets in a self-contained meter stand.

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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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 ($\frac{1}{4}$) 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 ($\frac{1}{8}$) mile and the last one-eighth ($\frac{1}{8}$) 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 ($\frac{1}{4}$) 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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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.

E. Transmission or Substation Facilities Extensions

For extensions of transmission or substation facilities, any Customer requesting service with substation or transmission facilities shall pay all costs associated with such extensions. These costs do not include any resulting Network Upgrade costs for facilities classified as transmission under the Southwest Power Pool Open Access Transmission Tariff. Customers requesting service through substation or transmission facilities must complete payment for the extension or make suitable arrangements for installment payments, execute all required agreements associated with the requested extensions, and execute any Service Agreements required by the applicable rate schedule as a condition for any construction to commence.

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8. GRID INTERCONNECTION, OPERATION AND ACCESS POLICY

8.01 DEFINITIONS

- A. Backup Generation - A Customer generation system installed solely for the purpose of providing temporary, emergency electricity to replace electricity lost from that Customer's normal supply source power. Backup generation has no possibility of operating in parallel with the Company's Electric Service.
- B. Demand Response (DR) - The act of reducing Customer Load in response to dispatch instruction or signal.
- C. Distributed Energy Resource (DER) - A source of electric power that is typically connected on the customer's side of the Point of Delivery. DER includes both generators and energy storage technologies that operate in parallel and in synchronization with Company's Electric Service. Backup Generation and controllable loads used for Demand Response are not included in this definition of DER.
- D. Grid Services - various services deployed to ensure the stability of electric grid frequency and voltage. These services commonly include capacity, energy, ancillary services including contingency reserves, ramping, and frequency regulation and voltage support.

8.02 FACILITY INTERCONNECTION

- A. Parallel Operations
No Customer shall operate or permit operation of electric generating equipment in parallel with electric service supplied by the Company except as may be permitted under the Customer's service agreement.
- B. Governance
Interconnection to Company's lines are governed by 20 CSR 4240-20.060 Cogeneration; 20 CSR 4240-20.065 Net Metering; Section 386.890 RSMo (the "Net Metering and Easy Connection Act"); the Public Utility Regulatory Policy Act of 1978 (PURPA); Federal Energy Regulatory Commission (FERC) Order No. 2003, Generator Interconnections; FERC Order 841, Electric Storage Participation in RTO/ISO Markets; Southwest Power Pool's Open Access Transmission Tariff; Company's Facility Interconnection Standard for transmission interconnections; and Company's Distribution Interconnection Standards and Procedures.
- C. Codes and Standards
Connections of non-utility generators, transmission, DER, and/or end-use facilities shall be made in accordance with all provisions set forth in the above statutes, regulations, orders and standards and the standards established by the National Electrical Safety Code (NESC), National Electric Code (NEC), NERC, American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), other regulatory or governing bodies having jurisdiction, and the Company's current Facility Interconnection Requirements.
 - 1. The Company's transmission Facility Interconnection Requirements include a table reflecting codes and standards incorporated by reference. The table of referenced codes and standards does not relieve the interconnecting Customer from its duty to comply with all current laws, codes, and standards of all regulatory or governing bodies having jurisdiction.

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8.02 FACILITY INTERCONNECTION (continued)**D. Company Facility Interconnection Standards****1. Transmission Interconnection**

All interconnections to the Company's bulk electric system are subject to the Company's Facility Interconnection Requirements. The Facility Interconnection Requirements are established to avoid adverse impacts on the reliability of the bulk electric system. These requirements address interconnection requirements for generation facilities, transmission facilities, and end-user facilities desiring to interconnect to facilities owned by the Company operating at 60 kilovolts (kV) or higher. The Facility Interconnection Requirements are available on the Company website at www.evergy.com.

2. Distribution Interconnection

All interconnections to the Company's distribution electric system are subject to the Company's Distribution Interconnection Requirements and Procedures. The Distribution Interconnection Requirements and Procedures are established to avoid adverse impacts on the reliability of the Company's electric distribution system. These requirements address interconnection requirements for any facilities desiring to interconnect to facilities owned by the Company operating up to and including 34.5 kilovolts (kV). The Distribution Interconnection Requirements and Procedures are available on the Company website at www.evergy.com.

E. Other Requirements

The Customer served by Company may interconnect its own electric generation, transmission, and/or end-use facilities with the Company's system provided such customer complies with the following procedures and special conditions:

1. Customer complies with all permits, license agreements, fees, rules, regulations, ordinances, inspections or other requirements that may be imposed by state, county, city, municipal or other governmental agencies.
2. Customer complies with the SPP Open Access Transmission Tariff (OATT) and Criteria documents. The OATT and Criteria address the interconnection process, planning study requirements, and facility connection requirements specific to the SPP transmission system. The Company is an active participant in the process. The SPP OATT and Criteria can be accessed via the SPP website at www.spp.org.

F. Notice

Customer provides advance written notice provided with the appropriate information to the Company of any proposed installation to be connected to Company's facilities. Failure to give such notice shall render customer liable for damages to Company's property, other customers' property, and/or injury to persons and all other damages as a result of unauthorized installations.

G. Interconnect Studies

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

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engineering study fee, if applicable, is received by the Company. Any DER with 5MW or more of installed capacity is subject to SPP review. This review is performed by SPP, and not under the control of the Company. The SPP review timeline is established and controlled by SPP.

1. Interconnection Engineering Study Fees

Program	Less than 500 kW	500kW- 1MW	1MW- 5MW	5MW- 10MW	Greater than 10MW
Parallel Generation	No charge	\$1,500	\$2,000	\$2,500 + \$.01/kW	\$3,000 + \$.01/kW

For the engineering study fees 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.

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

H. Other Generation Interconnections**1. Parallel Generation Interconnections**

The Company's Parallel Generation Contract Service, Schedule PG, provides for generator interconnection for certain other generators under the terms for "Qualifying Facilities" under the Public Utility Regulatory Policies Act of 1978.

2. Net Metering Interconnection Application

The Company's Net Metering for Renewable Energy Sources, Schedule NM, provides for customer-generators powered by renewable energy sources interconnection of a net metered facility to Company facilities.

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8.02 FACILITY INTERCONNECTION (continued)

H. Other Generation Interconnections (continued)

3. Other Distribution Interconnections

Alternately, any Customer served by Company may interconnect its own electric generation with Company's distribution system provided the Customer system does not feed energy to the Company system and such Customer complies with the following procedures and special conditions:

- a. Customer complies with all Company procedures and requirements for interconnection specified in the Company's Facility Interconnection Requirements and/or the Company's Distribution Interconnection Requirements and Procedures documents.
- b. Customer complies with all permits, license agreements, fees, rules, regulations, ordinances, inspections or other requirements that may be imposed by state, county, city, municipal or other governmental agencies.
- c. Customer provides advanced, written notice to the Company of any proposed installation to be connected to Company's facilities. The notice must include sufficient information for the Company to prepare all necessary studies and ensure the Customer system will coordinate with the Company system (includes generator, system protection, transformation, and control details). Failure to give such notice shall render customer liable for damages to Company's property, other customers' property, and/or injury to persons and all other damages as a result of unauthorized installations.
- d. The Company may require an interconnection agreement or similar documentation prior to energizing the Customer's system.
- e. The Company may require an inspection and witness testing of the Customer system prior to interconnection.

8.03 GRID SERVICE PARTICIPATION

A. Overview

Federal Energy Regulatory Commission (FERC) regulations allow the participation of distributed energy resource aggregations in the capacity, energy, and ancillary service markets operated by Regional Transmission Organizations and Independent System Operators (RTO/ISO), for the Company this role is fulfilled by the SPP. Individually, DERs tend to be too small to meet the minimum size requirements to participate in the RTO/ISO markets on a stand-alone basis and may be unable to meet certain qualification and performance requirements because of the operational constraints they may have as small resources. This section of the policy is intended to detail the actions required of the Company to meet the requirements of FERC and the SPP.

B. Roles and Responsibilities

The following are general descriptions of the roles and responsibilities established to give context to this policy. Other, more detailed roles and responsibilities may be defined in other agreements used to govern Grid Service Participation.

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8.03 GRID SERVICE PARTICIPATION (continued)

B. Roles and Responsibilities (continued)

1. Customer – or Retail Customer, is the Resource Owner, be it a physical generation resource (DER) or the ability to reduce load when called upon (DR). For physical generation resources the Customer is responsible for interconnection with the distribution utility. Customer takes sole responsibility for upholding terms placed on the Customer by any third-party agreement they enter.
2. Commission – as the relevant retail regulatory authority, the Commission has authority over the Company and Customers through its statutory mandate over the provision of retail electric service. The Commission approves and regulates pricing, this policy, and these General Rules and Regulations. Additionally, the Commission has jurisdiction over physical connection to the utility-owned systems and dispute resolution.
3. Company – as the distribution utility, the Company is responsible for determining whether each proposed distributed energy resource is capable of participation in a distributed energy resource aggregation; and the participation of each proposed distributed energy resource in a distributed energy resource aggregation will not pose significant risks to the reliable and safe operation of the distribution system.

C. Safety and Reliability

In addition to requirements set forth in these General Rules and Regulations, Schedule NM, or Schedule PG, Customers will respect the operational constraints and conditions set by the Company and detailed through the Registration process.

D. Registration

Customer participation in Integrated Market or Demand Response: Company's express written consent is necessary for a customer to participate in the SPP's Integrated Market or Demand response program regardless of the customer's service taken from Company (i.e., firm or interruptible).

E. Double Counting

To avoid double counting and/or double compensation for the same service, DER and DR resources are not allowed to participate in both retail tariffs/programs and the SPP Markets offering the same service.

F. Cost Responsibility

Customers shall be responsible for all costs of interconnect as provided elsewhere in these General Rules and Regulations. Wherever possible the Company will assess fees and charges on the Customer to avoid undo subsidization by non-participating customers. Fees and charges will be clearly identified on the appropriate Company tariffs or agreements.

G. Access to Information

Detailed information about the DER and its participation in providing Grid Services is required by the Company to ensure proper participation. The Customer must provide the Company timely access to operational and market information.

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8.03 GRID SERVICE PARTICIPATION (continued)

H. Contesting Participation

If the Customer fails to satisfy the requirements set by the Company to ensure each proposed distributed energy resource or demand response resource is capable of participation in a distributed energy resource aggregation; and the participation of each proposed distributed energy resource in a distributed energy resource aggregation will not pose significant risks to the reliable and safe operation of the distribution system, the Company may contest the Customers registration or continued market participation at the SPP. The Company may also proceed under the informal or formal complaint procedures set forth under Commission rules.

I. Dispute Resolution and Default

Disputes between the Company and the Customer will proceed under the informal or formal complaint procedures set forth under Commission rules.

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9. EMERGENCY ENERGY CONSERVATION PLAN

9.01 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 9. 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.

9.02 PLAN COMPONENTS

The Company Plan includes the following:

- A. Defined Balancing Authority Operating Levels – regional transmission organization operating plans and NERC Energy Emergency Alert levels
- B. 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.
- C. 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
- D. Manual Load Shed Plan – defines actions to be taken in response to load shed orders from the regional transmission organization Balancing Authority
- E. 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.

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9. EMERGENCY ENERGY CONSERVATION PLAN (continued)

9.03 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.

9.04 DAILY MONITORING

Upon implementation by the Company of its Emergency Energy Conservation Plan under this Rule 9, 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.

9.05 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 Electric Service contained at Sheet R-3.01, paragraph 3.01A.

9.06 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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10. CUSTOMER SUPPORT PROGRAMS

10.01 CRITICAL NEEDS PROGRAM

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

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P.S.C. MO. No. 3 **Original Sheet No.** R-10.02

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For Missouri Retail Service Area

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10.01 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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For Missouri Retail Service Area

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10.02 ECONOMIC RELIEF 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 pilot we shall endeavor to ensure this program is a valuable and viable program for customers.

B. APPLICATION

This ERPP is applicable to qualified customers for residential service billed under Schedule R. 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 under Schedule R, 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 Human 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 \$630,000. Ratepayer funding shall be matched dollar for dollar by the Company. The \$1,260,000 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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P.S.C. MO. No. 3 **Original Sheet No.** R-10.04

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10.02 ECONOMIC RELIEF 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 applies 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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P.S.C. MO. No. 3 Original Sheet No. R-10.05

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10.02 ECONOMIC RELIEF 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 Schedule R 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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10.02 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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P.S.C. MO. No. 3 Original Sheet No. R-10.07

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10.03 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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10.04 REHOUSING LOW-INCOME PILOT PROGRAM

A. 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.

B. 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, or are seniors living in public housing as identified by a Rehousing or Housing Services Agency. The customer should be ready to start new service with Evergy.

C. DEFINITIONS

REHOUSING AGENCY OR HOUSING SERVICE 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.

D. 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.

E. 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.

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10.04 REHOUSING LOW-INCOME PILOT PROGRAM (continued)

E. PROVISIONS (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 qualified for this Program shall not be assessed a deposit as a condition of initial services. 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.

F. ADMINISTRATION, REPORTING AND EVALUATION

A summary of Program administration, reporting and evaluation will be provided via email to Staff and the Office of Public Counsel at the conclusion of each year of the Program and will consist of the number of customers that have participated, the number of participating customers that would have otherwise been required to pay a deposit to establish service, the total amount of Program funds utilized, and the funding utilized for each Rehousing Agency with each of the amounts described.

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11. MEEIA CYCLE 4

11.01 BUSINESS DEMAND-SIDE MANAGEMENT

A. 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.

B. 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.

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11.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

C. DEFINITIONS

Unless otherwise defined, terms used in tariff sheets or schedules in Section 22 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 INVESTMENT MECHANISM (DSIM) – 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.

INCENTIVE – 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.

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 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.

MEASURE – An end-use measure, energy efficiency measure, and energy management measure as defined in 20 CSR 4240-22.020(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 Evergy or the Program Administrator has approved to provide specific program services through execution of a Evergy approved service agreement.

PROGRAM PERIOD – 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, 2026 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.evergy.com.

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

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11.01 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 KCP&L and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

E. 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.

F. 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, www.evergy.com.

G. 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 and Office of the Public Counsel 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 and Office of the Public Counsel are informed and provided the above-referenced analysis);

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11.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

6. 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;
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.

H. 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.

I. PROGRAM DESCRIPTIONS

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

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11.01 BUSINESS DEMAND-SIDE MANAGEMENT (continued)

J. **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, 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 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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For Missouri Retail Service Area

**RULES AND REGULATIONS
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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.

B. 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.

C. 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

D. 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.
 - o 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.
 - o 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.

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11.02 WHOLE BUSINESS EFFICIENCY PROGRAM (continued)

D. PROGRAM DESCRIPTION (continued)

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.

- o **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
- o **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

E. ELIGIBLE 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 www.evergy.com.

F. 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

RULES AND REGULATIONS ELECTRIC

11.03 BUSINESS DEMAND RESPONSE PROGRAM**A. 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.

B. 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.

RULES AND REGULATIONS ELECTRIC

11.03 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.

C. 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.

D. 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.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-11.10

Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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11.03 BUSINESS DEMAND RESPONSE PROGRAM (continued)

E. 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.

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METROP.S.C. MO. No. 3 Original Sheet No. R-11.11

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

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC****11.04 URBAN HEAT ISLAND PROGRAM****A. 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.

B. 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.

C. BUDGET

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

D. 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.

E. 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.

F. 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.

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

P.S.C. MO. No. 3 Original Sheet No. R-11.12

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.05 RESIDENTIAL DEMAND-SIDE MANAGEMENT

A. 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.

B. 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.

C. 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 INVESTMENT MECHANISM (DSIM) – 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.

INCENTIVE – 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.

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

P.S.C. MO. No. 3 Original Sheet No. R-11.13

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.05 RESIDENTIAL DEMAND-SIDE MANAGEMENT (continued)

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 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.

Measure – An end-use measure, energy efficiency measure, and energy management measure as defined in 20 CSR 4240-22.020(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 Period – 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 – 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 Evergy Missouri Metro and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

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.

D. 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.

E. 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.

RULES AND REGULATIONS ELECTRIC

11.05 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, www.evergy.com.

F. 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 and Office of the Public Counsel 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 and Office of the Public Counsel 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-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

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Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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11.05 RESIDENTIAL DEMAND-SIDE MANAGEMENT (continued)

G. PROGRAMS ANNUAL ENERGY DEMAND SAVINGS

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

H. 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.

I. PROGRAM DESCRIPTIONS

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

J. **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, 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 TRM, the stated Measure or Incentive offering as shown in the currently effective TRM shall govern.

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

P.S.C. MO. No. 3 Original Sheet No. R-11.16

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.06 INCOME ELIGIBLE PROGRAM

A. PURPOSE

The Income Eligible Program is designed to deliver long-term energy savings and bill reductions to income-eligible customers, specifically those located in rural areas in single family and multi-family housing. Qualified customers residing in single family homes will be provided funds to their homes to allow for deferred federal DOE Weatherization funding of energy improvements. For income eligible multi-family properties, the Company will offer directly installed energy savings measures and incentives for comprehensive retrofits to achieve the goal of lower bills for renters in those buildings. In addition, the Company will also offer free energy assessments and energy savings kits to income-eligible customers.

B. 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 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" 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.

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METROP.S.C. MO. No. 3 Original Sheet No. R-11.17

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

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC****11.06 INCOME ELIGIBLE PROGRAM** (continued)**C. BUDGETS**

Combined Jurisdictions

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

D. 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.

E. 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.

F. 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.

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

P.S.C. MO. No. 3 Original Sheet No. R-11.18

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For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.07 HOME DEMAND RESPONSE

A. 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.

B. 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.

C. 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.

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

P.S.C. MO. No. 3 Original Sheet No. R-11.19

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.07 HOME DEMAND RESPONSE (continued)

D. 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.

E. 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.

F. 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.

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METROP.S.C. MO. No. 3 Original Sheet No. R-11.20

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC****11.07 HOME DEMAND RESPONSE (continued)****G. 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.

H. 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.

I. 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.

J. PROGRAM BUDGETS

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

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METROP.S.C. MO. No. 3 Original Sheet No. R-11.21

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For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC****11.08 MODIFIED PAY AS YOU SAVE (PAYS®)****A. 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.

B. AVAILABILITY

This offer is available for participation by customers who are receiving services under any generally available Missouri residential rates and reside in a building with four (4) or fewer units, with each unit having its own entrance and meter. Evergy will target market this program in zip codes that generally fall below 300% Federal Poverty Income Levels based on current year's practice.

C. 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

D. 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:

1. 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.
2. 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.
 - a. 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.

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

P.S.C. MO. No. _____ 3 _____ **Original Sheet No.** R-11.22

Canceling P.S.C. MO. No. _____ **Revised Sheet No.** _____

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC
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11.08 MODIFIED PAY AS YOU SAVE (PAYS®) (continued)

3. 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.
 - a. Post Install Quality Control inspections – 100% of installations will be remotely inspected for quality assurance using geo-coded and time-stamped photo documentation.
 - b. Program Administrator to notarize and file Property Notice with the location's property records.
4. Company will initiate on bill charge 45 days following verification of installation.

E. PARTICIPATION REQUIREMENTS

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.
2. Notice: 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.
3. Energy History: The customer authorizes the use of energy usage history by the Program Administrator to true up its energy analysis and determine qualifying recommendations.

F. 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.

1. Incentive Payment: 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.
2. 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.
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 contractor. Co-payments will be applied after applying relevant incentive payments

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

P.S.C. MO. No. 3 Original Sheet No. R-11.23

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.08 MODIFIED PAY AS YOU SAVE (PAYS®) (continued)

G. 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.

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.
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.
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 location's owner.
4. Maintenance of Upgrades: Participating customers and owner of the location (if the participant is not the
5. 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
6. 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
7. owner, customer, or occupants caused the damage to the installed upgrades, they will reimburse the Company for the expenses incurred.
8. Termination of Service Charge: 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. Customers will have the option to pay off in full any costs associated with any installed upgrades early, with no penalties.
9. 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.
10. 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.
11. Tied to the Location: Until cost recovery for upgrades at a location is complete or 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.
12. Disconnection for Nonpayment: 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.

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

P.S.C. MO. No. 3 Original Sheet No. R-11.24

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

11.08 MODIFIED PAY AS YOU SAVE (PAYS®) (continued)

13. 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.
14. Confirm Savings Actually Exceeded Tariff-Charge: Program Administrator will perform an analysis 12 months post installation date to evaluate weather-normalized 12 month post upgrade project cost savings that include meter based pre and post usage to confirm that the Service Charge remains lower than the estimated Project cost savings. In the event the analysis shows that the Service Charge exceeds the estimated Project Cost savings, an investigation will take place. If the investigation determines inaccurate cost savings estimates or faulty equipment installation and is not the result of changes in participant behavior or weather changes, the Service Charge may be reduced or eliminated to the extent needed for the Participant to realize savings.
15. 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 www.evergy.com

H. 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.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-12.01

Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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12. MUNICIPAL STREET LIGHTING SERVICE

12.01 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.

12.02 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.

12.03 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.

12.04 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.

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

P.S.C. MO. No. 3 **Revised Sheet No.** R-12.02

Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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12. MUNICIPAL STREET LIGHTING SERVICE (continued)

12.05 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.

12.06 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 or any superseding schedule therefore as then in effect and on file with the State Regulatory Commission from time to time.

12.07 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 of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Street Lighting Facilities; provided further that the Company may accept an order from the Municipality for the installation of nonstandard street lighting facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the Municipality, as evidenced by a written acceptance of any such order.

12.08 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. If the street light has been installed for a period of less than fifteen (15) years, 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).

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METROP.S.C. MO. No. 3 Original Sheet No. R-12.03

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

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC

12. MUNICIPAL STREET LIGHTING SERVICE (continued)**12.08 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.

12.09 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.

12.10 MUNICIPALITY PAYMENT LIABILITY

The Municipality shall pay all bills rendered by the Company for services furnished within fifteen (15) 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 (6%) 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.

12.11 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.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-12.04

Canceling P.S.C. MO. No. **Revised Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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12. MUNICIPAL STREET LIGHTING SERVICE (continued)

12.12 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.

12.13 MUNICIPALITY PURCHASE OF ELECTRIC ENERGY

In the event the Municipality, pursuant to Rule 12.12 hereof 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.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-13.01

Canceling P.S.C. MO. No. **Original Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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13. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE

13.01 TERMS AND CONDITIONS

The Company will supply Traffic Control Signal Service within the corporate limits of the Municipality under the terms and conditions provided for in the Rules and Regulations of the Company.

13.02 MUNICIPALITY TRAFFIC CONTROL RESPONSIBILITY

The governing body of the Municipality recognizes its continuing duty to provide Traffic Control Signal Service 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.

13.03 COMPANY SERVICE RESPONSIBILITY

The Company will supply Traffic Control Signal Service within the corporate limits of the Municipality to the extent that the Company now owns or is willing to provide and own electric traffic control facilities at locations selected by the Municipality at, and along, such public ways and their intersections in those portions of the corporate limits of the Municipality now or hereafter located within the certificated service territory of the Company and to operate such electric traffic control facilities as nearly as practical pursuant to directions and in the manner designated by the Municipality for the purpose of controlling traffic at such locations.

13.04 TRAFFIC CONTROL SYSTEM

- A. The Traffic Control System used by the Company to provide Traffic Control Signal Service shall be defined as and shall consist of traffic control signals, poles, lamps, control cables, conductors and all other facilities necessary for the operation of electrically operated signals in those portions of the corporate limits of the Municipality now or hereafter located within the certificated service territory of the Company. Such Traffic Control System shall include all such facilities presently owned by the Company and located within such portions of the Municipality as such facilities now exist, together with all additions thereto, changes therein, and removals therefrom as may be made by the Company at the direction of the Municipality.
- B. The Company will develop an exhibit which will indicate the locations of the existing or authorized traffic control facilities included in the Traffic Control System.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-13.02
Canceling P.S.C. MO. No. **Original Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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13. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE (continued)

13.05 TRAFFIC CONTROL SIGNAL SERVICE

- (a) All facilities included within the Traffic Control System shall be furnished, installed, owned, operated and maintained by the Company. However, the Municipality shall reimburse and pay to the Company, for any maintenance of traffic control facilities made necessary by inadequate maintenance of the roadways of the Municipality, the cost to the Company of labor, transportation and materials incurred by the Company in such maintenance of traffic control facilities including, without limitation, applicable overheads, insurance and taxes.
- (b) The Municipality shall have the sole responsibility and authority to establish the timing of all traffic signals included in the Traffic Control System. The Company shall regulate its facilities so as to establish the timing of traffic control signals as nearly as practical in accordance with the schedules and instructions thereof submitted to the Company by a legally authorized officer of the Municipality.
- (c) The Company shall supply all electric energy required for the operation of the Traffic Control System as part of the Traffic Control Signal Service to be furnished by the Company to the Municipality.
- (d) All traffic control signal units shall be operated by the Company twenty-four hours per day. In the event of an interruption in such continuous operation, the Company will, after notice of such interruption is received by the Company through its Customer Service Center, restore such traffic control signal units to operation as soon as reasonably practical. During the period of any such interruption, the Municipality shall use its best efforts to obtain appropriate police control of the traffic affected thereby.

13.06 APPLICABLE RATE SCHEDULE FOR TRAFFIC CONTROL SIGNAL SERVICE

The Municipality shall pay to the Company for Traffic Control Signal Service furnished by the Company at the rates and charges as provided for in Company's Rate Schedule for Municipal Traffic Control Signal Service or any superseding schedule therefore as then in effect and on file with the State Regulatory Commission from time to time.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-13.03

Canceling P.S.C. MO. No. **Original Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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13. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE (continued)

13.07 ADDITIONS TO TRAFFIC CONTROL SYSTEM

Additions to the Traffic Control 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 traffic control 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 of a standard type or design then being furnished and installed by the Company under its Standards for Municipal Traffic Control Facilities; provided further that the Company may accept an order from the Municipality for the installation of non-standard traffic control facilities upon terms and conditions satisfactory to the Company and to a legally authorized officer of the Municipality, as evidenced by a written acceptance of any such order.

13.08 CHANGES AND REMOVALS OF TRAFFIC CONTROL SYSTEM

The Municipality by written order of a legally authorized officer of the Municipality may require the Company to change the type, location or direction of any facilities included in the Traffic Control System or to discontinue and remove any such traffic control facilities. Such changes or discontinuances shall be completed by the Company as soon as reasonably practical after receipt of the order. The Municipality shall reimburse and pay to the Company for each such change or removal the cost to the Company of labor, transportation and materials incurred by the Company in such change or removal, including without limitation, applicable overheads, insurance and taxes, and remaining value of such facilities. As used herein the term "remaining value" shall mean the original cost of any facilities removed, less salvage value thereof, less depreciation on unrecovered original cost, plus the cost of removal, unless the Municipality requires the Company to discontinue and remove traffic control facilities in the Traffic Control System so that it may install Municipally-owned traffic control facilities at the same location. In that case, the Municipality shall reimburse and pay to the Company for each such removal the reproduction cost new, less depreciation, plus labor and transportation costs for removal of the traffic control facilities. A salvage credit will be allowed only when the particular pieces of equipment being removed have current, reusable value to the Company.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-13.04

Canceling P.S.C. MO. No. **Original Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC
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13. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE (continued)

13.09 MUNICIPALITY PAYMENT LIABILITY

The Municipality shall pay all bills rendered by the Company for Traffic Control Signal Service within fifteen (15) 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 Traffic Control Signal Service 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 Traffic Control System.

13.10 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.

13.11 MUNICIPALITY PURCHASE OF TRAFFIC CONTROL SYSTEM

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 Traffic Control System determined by the Company in use and useful and devoted exclusively to furnishing Traffic Control Signal 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.

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

P.S.C. MO. No. 3 **Original Sheet No.** R-13.05

Canceling P.S.C. MO. No. **Original Sheet No.**

For Missouri Retail Rate Area

RULES AND REGULATIONS ELECTRIC

13. MUNICIPAL TRAFFIC CONTROL SIGNAL SERVICE (continued)

13.12 MUNICIPALITY PURCHASE OF ELECTRIC ENERGY

In the event the Municipality, pursuant to Rule 13.11 hereof 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 traffic control 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 State Regulatory Commission.

EVERGY METRO, INC. d/b/a EVERGY MISSOURI METROP.S.C. MO. No. 3 Original Sheet No. R-14.01

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

For Missouri Retail Service Area

**RULES AND REGULATIONS
ELECTRIC****14. SEPARATE METERING VARIANCES**

Variances from the Commission's Rule, 20 CSR 4240-20.050 Individual Electric Meters-When Required, have been granted by the Missouri Public Service Commission for the following buildings:

	<u>Case/Order Number</u>	<u>Name/Address</u>	<u>Units</u>	<u>Code</u>
1.	EO-2000-251	Bickford House 9110 E. 63 rd Raytown, MO	65	1MGSE
2.	EE-2001-663	David Cole Place 11301 Grandview Rd Kansas City, MO	65	1LGSE
3.	EE-2002-32	Stonecroft Ministries 10121 Grandview Road Kansas City, MO	37	1MGSE
4.	EE-2003-0282	Bishop Spencer Place 4301 Madison Avenue Kansas City, MO	126	1MGAE
5.	EE-2003-0199	David Postlewait 212 W. 39 th St. Kansas City, MO	6	1SGSE
6.	EE-2006-0123	Wall Street Towers 1101 Walnut Kansas City, MO	143 Res 4 Comm	1LGAE
7.	EE-2015-0177	reStart Housing Services, Inc. 7540 Washington Kansas City, MO	15	1MGSE