

PROGRAM OVERVIEW

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.

ELIGIBILITY

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.

PARTICIPATION

To participate in the program, a customer must 1) request a utility analysis of cost-effective upgrades, 2) sign the Efficiency Upgrade Agreement, and 3) complete any qualifying project.

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.

Notice: Failure to obtain the signature of a successor customer who is renting the location on the Property Notice Form, or a purchase in jurisdiction in which the company cannot attach the Property Notice to property records indicating that the successor customer received notice, will constitute the owner's acceptance of consequential damages and permission for a tenant or purchaser to break their lease or sales agreement without penalty.

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

Notice of Transition from R410A Refrigerant: Due to new regulations introduced by the Environmental Protection Agency (EPA) to reduce Greenhouse Gas Emissions, Evergy wants all PAYS® customers to be informed of the following: Effective January 1, 2025, the manufacturing of HVAC systems using R410A refrigerant are prohibited. Existing systems using R410A can still be installed until January 1, 2026. New Refrigerants: The industry is moving toward more environmentally friendly refrigerants with lower Global Warming Potential (GWP), such as R-32 and R-454B. By agreeing to the Terms and Conditions, you acknowledge that you have been informed about the R410A refrigerant transition through this notice and discussions with your contractor. If you choose to install an HVAC system that uses R410A refrigerant, please be aware that while maintenance and servicing will still be supported in the interim, the availability of this refrigerant will decrease over time and may affect maintenance costs.

ENERGY EFFICIENCY PLANS

Evergy will have its Program Administrator perform a cost analysis and prepare an Energy Efficiency Plan (The Plan) identifying recommended upgrades to improve energy efficiency and lower utility costs.

Incentive Payment: Evergy will offer incentives currently available for eligible residential measures as defined in Evergy's MEEIA 4 Demand Side Management Plan.

Net Savings: Recommended upgrades shall be limited to those where the annual service charges, including program fees and the Utility's cost for capital, results in no less than 20% cost reduction on the total bill based on current rates in electricity and/or gas costs.

Co-Pay Option: If a project is not cost-effective, customer 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. Evergy will assume no responsibility for such upfront payment to the contractor. Co-payment amounts will be determined after relevant incentives have been applied.

ASSESSMENT, ANALYSIS, AND CLOSE-OUT COSTS

Evergy will not recover assessment, analysis, or close-out costs from the participants through a service charge. These costs will be paid by the Utility through the Program's MEEIA budget.

SERVICE CHARGE

Evergy will recover its costs for investments, including cost for capital, and fees, as allowed in this tariff through a monthly service charge assigned to the location where the upgrades are installed and paid by the participant or successor occupying that location until all Evergy costs have been recovered. The service charge will also be set for a duration not to exceed the greater of 1) the length of the full parts and labor warranty, or 2) the estimated life of the upgrades not to exceed 15 years. The service charge and duration of payments will be included in the Efficiency Upgrade Agreement.

Cost Recovery: The Participant shall be billed the monthly service charge as determined by Evergy no sooner than 45 days after approval by Evergy or its Program Administrator. Evergy will bill and collect service charges until cost recovery is complete. Prepayment of unbilled charges will be allowed as long as the Participant or successor is payment the remaining payoff amount, inclusive of investment costs and cost of capital in full. Evergy's third-party Program Administrator does not allow for partial pre-payment.

Eligible Upgrades: All upgrades must have ENERGY STAR certification, if applicable. The Program Administrator may seek to negotiate with Program Partners or upgrade the extended warranties on supplies to minimize the risk of upgrade failure on behalf of the customer.

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

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

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 Program Partner to perform the work, and costs for any repairs made to the upgrades, then the monthly service charge shall no longer be billed.

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 charges as part of any charges it occurs while electric service is turned on.

Extension of Program Charge: If the monthly service charge is reduced or suspended for any reason, once repairs have been successfully affected 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.

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 the metered structure or facility and for any future customer who shall receive service at that location.

Disconnect for Nonpayment: As a charge paid in furtherance of an approved energy efficiency program, Evergy may disconnect the metered structure for nonpayment of the service charge under the same provisions as for any other electric service.

Nonpayment: Costs associated with participants who have fallen into non-pay status before complete recovery of equipment costs have been received will be recovered as a MEEIA Program cost.

Confirm Savings Actually Exceeded Tariffed-Charge: Program Administrator will perform an analysis to evaluate weather-normalized 12-month post-upgrade project cost savings and confirm that the service charge remains lower than the estimated project cost savings. In the event the analysis indicates that the service charge exceeds the estimated project cost savings due to inaccurate savings estimates, the service charge may be reduced or eliminated to the extent needed for the participant to realize project savings.

Repairs: Should at any future time during the billing of the service charge Evergy determine 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, Evergy shall reduce or suspend the service charge until such time as Evergy and/or its Program Partner can repair the upgrades. If the upgrades cannot be repaired or replaced cost effectively, Evergy will waive remaining service charges. If Evergy 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's costs and legal fees. The Service Charge will continue until Evergy's cost recovery is complete, if the upgrades continue to function. Evergy 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 charges.

TAX LIABILITY:

Evergy will not be responsible for any tax liability that may be imposed on the customer as a result of the payment of a rebate. Please contact your tax adviser for more information.

NO ENDORSEMENT:

Evergy does not endorse any particular manufacturer, product, system, design, claim or Program Partner in promoting PAYS.

LIABILITY WAIVER:

By agreeing to the terms and conditions of the PAYS program, the customer voluntarily agrees not to hold Evergy, the Program Administrator, Program Partners or any of their affiliates, directors, officers, employees, agents or contractors liable for any illness or injury. Customer further agrees not to engage in any inappropriate actions or otherwise endanger the safety or health of the same.

INFORMATION RELEASE:

Customer agrees that Evergy may include the customer's name, address, Evergy account number, the PAYS service performed by the Program Partners and resulting energy savings to customer in a database hosted by the Implementer, and that such information may be included in reports or other documentation submitted to Evergy and/or the Missouri Public Service Commission. Evergy will treat such information as confidential and report such information only in the aggregate.

LIMITATIONS OF LIABILITY:

NOT WITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT REGARDLESS OF THE LEGAL THEORY ASSERTED (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE OR TORT), THE LIABILITY OF EVERGY OR IMPLEMENTER RESULTING FROM PAYS PROGRAM OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF OR IN THE NAME OF CUSTOMER WILL NOT EXCEED COLLECTIVELY AND IN THE AGGREGATE, FOR

ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OR EXPENSES, THE VALUE OF THE PAYS PROGRAM RECEIVED BY THE CUSTOMER. FURTHER, IN NO EVENT WILL EVERGY OR IMPLEMENTER BE LIABLE, WHETHER IN CONTRACTOR, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PARTICIPATION IN THE PAYS PROGRAM. EVERGY RESERVES THE RIGHT TO NOT PAY ANY REBATE OR FINANCE OFFER IF THE APPLICATION FORM AND ALL REQUIRED ADDITIONAL INFORMATION ARE NOT COMPLETE AND ACCURATE.

WARRANTIES:

EVERGY DOES NOT WARRANT THE PROPER COMPLETION OF WORK OR PERFORMANCE OF INSTALLED PRODUCTS, EXPRESSLY OR IMPLICITLY. EVERGY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PRODUCTS AND/OR EQUIPMENT PROVIDED BY A PROGRAM PARTNER OR ANY MANUFACTURER OR VENDOR. EVERGY MAKES NO PROMISE OR GUARANTEE THAT THE HEATING AND COOLING OR WEATHERIZATION SERVICES WILL RESULT IN ENERGY-COST SAVINGS. THE PROGRAM PARTNERS SHALL BE RESPONSIBLE FOR DELIVERING DETAILS REGARDING WARRANTIES (IF ANY) FOR SERVICES PROVIDED AND PRODUCTS INSTALLED IN CONNECTION WITH PAYS. EVERGY AND PROGRAM ADMINISTRATOR PROVIDE NO WARRANTIES REGARDING SAFETY, HEALTH OR WELL-BEING.

PROPERTY RIGHTS:

Customer represents that he/she has the right to complete and/or install the heating and cooling and/or weatherization services on the property on which those measures were completed and/or installed, and that any required consent from landlords, tenants, etc., to permit the heating and cooling and/or weatherization services to be performed on the customer's property, as the case may be, have been obtained by customer.

RENTER'S CERTIFICATION:

Customer who rents and does not own the property on which the heating and cooling and/or weatherization services will be performed hereby certifies that he/she has received consent from the landlord or homeowner for the heating and cooling and/or weatherization services and associated direct install measures. To the extent customer has not received proper consent from the landlord or homeowner, as applicable under the terms of this provision, customer agrees to indemnify, defend and hold harmless Evergy from any claims, losses, damages, liabilities or expenses incurred by Evergy as a result of customer's failure to obtain such consent.

CUSTOMER'S CERTIFICATION

Customer certifies that he/she has purchased and installed the products/materials listed on the application at the defined location. Customer agrees that all information is true and that he/she has conformed to all product requirements listed.

RIGHT TO REFUSE:

It is the sole discretion of the Program Partner to refuse service or end the PAYS services when confronted by a customer acting inappropriately or when facing a situation deemed potentially unsafe or harmful to health or well-being. "Inappropriate" includes but is not limited to the following: unreasonable demands for service, personally threatening or offensive language, threatening or erratic behavior, and inappropriate personal conduct. The Program Partner reserves the right to exclude any premises, or vicinity therein, deemed by the Program Partner to be potentially unsafe or harmful.

USE OF EMAIL ADDRESS:

Customer acknowledges and agrees that Evergy or its Program Administrator may contact customers via email in connection with PAYS.