

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 6th Revised Sheet No. R-63.09
Canceling P.S.C. MO. No. 1 5th Revised Sheet No. R-63.09

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

RULES AND REGULATIONS
ELECTRIC

10.07 BUSINESS DEMAND RESPONSE

PURPOSE:

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

AVAILABILITY:

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

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

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

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10.07 BUSINESS DEMAND RESPONSE (continued)

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

PROGRAM PROVISIONS:

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

1) Manual Demand Response (DR)

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

2) Automated Demand Response (ADR)

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

Participation Agreements

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

Event Performance and Incentives

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

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10.09 HEATING, COOLING & HOME COMFORT

PURPOSE:

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

AVAILABILITY:

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

PROGRAM PROVISIONS:

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

The program consists of three components:

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

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

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

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

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

ELIGIBLE MEASURES AND INCENTIVES:

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

EVALUATION:

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

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10.13 RESIDENTIAL THERMOSTAT PROGRAM

(continued)

CYCLING METHODS:

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

NOTIFICATION:

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

CURTAILMENT SEASON:

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

CURTAILMENT LIMITS:

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

CURTAILMENT OPT OUT PROVISION:

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

NEED FOR CURTAILMENT:

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

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Issued by: Darrin R. Ives, Vice President

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