FILED February 16, 2021 Data Center Missouri Public Service Commission

# Exhibit No. 204

Office of the Public Counsel – Exhibit 204 KCPL & KCPL GMO Tariff Sheets File No. EO-2020-0262

KANSAS CITY PO	WER &	LIGHT COMPANY			Attachment A	4
P.S.C. MO. No.	2	First	$\square$	Original Revised	Sheet No.	1.93
Cancelling P.S.C. MO. No.	2		$\square$	Original Revised	Sheet No.	1.93
				For <u>Miss</u>	ouri Retail Servic	e Area
	GE	NERAL RULES AND REGULA		NS		

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

# 22.13 PROGRAMMABLE THERMOSTAT (FROZEN)

# PURPOSE:

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

# AVAILABILITY:

This program is not available after December 31, 2015.

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

# CONTROLS AND INCENTIVES:

Participants will receive a programmable thermostat that can be controlled via radio or Wi-Fi signals sent to the unit by KCP&L or its assignees. During a curtailment event, KCP&L or its assignee will send a radio or Wi-Fi signal to the thermostat that will cycle the Participant's air conditioner. Participants may use the programmable thermostat throughout the year to improve heating and cooling efficiency.

# CYCLING METHODS:

KCP&L may elect to cycle Participants' air conditioner units either by raising the thermostat setting one degree per hour, or by directly cycling the compressor unit.

# **NOTIFICATION:**

KCP&L will notify Participants of a curtailment event via a website and/or on the thermostat. 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.

DATE OF ISSUE: ISSUED BY:

CANCELLED November 8, 2019

Missouri Public Service Commission

JE-2020-0056

December 11, 2015 Darrin R. Ives, Vice President DATE EFFECTIVE: January 1, 2016 January 10, 2016 1200 Main, Kansas City, MO 64105

KANSAS CITY PO	WER & L	IGHT COMPANY		Attachment	А
P.S.C. MO. No.	2	First	Origin Revis		1.94
Cancelling P.S.C. MO. No.	2		Origin Revis		1.94
			For	Missouri Retail Serv	ice Area
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# 22.13 PROGRAMMABLE THERMOSTAT (FROZEN)

(continued)

# **CURTAILMENT LIMITS:**

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

# CURTAILMENT OPT OUT PROVISION:

A Participant may opt out of one air conditioning cycling curtailment event each month during the Curtailment Season by notifying KCP&L at any time prior to or during a curtailment event. Notification must be communicated to KCP&L by using KCP&L's website (<u>www.kcpl.com</u>) or by calling KCP&L at the telephone number provided with the air conditioner cycling agreement. If a curtailment event does not occur on the day the Participant requested to opt out, the Participant is not considered as having used their once-per-month opt out provision.

#### 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 KCP&L's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a customer's retail price.

#### CONTRACT TERM:

Initial contracts will be for a period of three years, terminable thereafter on 90 days written notice. At the end of the initial term, the thermostat becomes the Participant's property; however, so long as the contract is in force, KCP&L will provide maintenance and repair to the programmable thermostat as may be required due to normal use. KCP&L may retain ownership of KCP&L supplied control equipment after the initial term. If the Participant leaves the program prior to the end of the initial contract, KCP&L will have 60 days thereafter to remove the thermostat and/or other control equipment; otherwise, it becomes the Participant's property.

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

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December 11, 2015 Darrin R. Ives, Vice President January 1, 2016 DATE EFFECTIVE: <u>January 10, 2016</u>

1200 Main, Kansas City, MO 64105

FILED Missouri Public Service Commission ET-2016-0145; JE-2016-0151

KANSAS CITY PO	WER &	LIGHT COMPAN	IY	Attachment A	Δ
P.S.C. MO. No.	2	First	Revised	Sheet No.	2.07
Cancelling P.S.C. MO. No.	2		Original	Sheet No.	2.07
			For Missouri F	Retail Service Area	
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# 23.08 BUSINESS PROGRAMMABLE THERMOSTAT

#### PURPOSE:

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

#### AVAILABILITY:

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

#### CONTROLS AND INCENTIVES:

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

#### **CYCLING METHODS:**

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

#### **NOTIFICATION:**

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

#### **CURTAILMENT SEASON:**

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

DATE OF ISSUE: ISSUED BY: May 4, 2018 Darrin R. Ives Vice President DATE EFFECTIVE: June 3, 2018 1200 Main, Kansas City, MO 64105

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KANSAS CITY PO	WER & L	IGHT COMPANY				Attachment .	A	
P.S.C. MO. No.	2		$\square$	Origin Revis		Sheet No.	2.08	
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				For	Misso	ouri Retail Servio	ce Area	
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# 23.08 BUSINESS PROGRAMMABLE THERMOSTAT

(continued)

# CURTAILMENT LIMITS:

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

# CURTAILMENT OPT OUT PROVISION:

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

# NEED FOR CURTAILMENT:

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

# CONTRACT TERM:

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

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March 16, 2016 Darrin R. Ives Vice President DATE EFFECTIVE: April 15, 2016 Kansas City, MO

> FILED Missouri Public Service Commission EO-2015-0240; YE-2016-0230

KANSAS CITY PO	WER & I	IGHT COMPANY		Attachme	ent A
P.S.C. MO. No.	2	First	Revise	ed Sheet No.	2.09
Cancelling P.S.C. MO. No.	2		Origina	al Sheet No.	2.09
			For	Missouri Retail Servic	e Area
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#### 23.09 DEMAND RESPONSE INCENTIVE

Demand Response Incentive is a replacement for the MPower Rider. References to MPower found in other tariffs shall be considered references to Demand Response Incentive.

#### PURPOSE:

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

#### AVAILABILITY:

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

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

# **AGGREGATION OF A CUSTOMER'S MULTIPLE ACCOUNTS:**

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

#### TERM OF CONTRACT:

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

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

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May 4, 2018 Darrin R. Ives DATE EFFECTIVE:

June 3, 2018

Kansas City, MO

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CANCELLED November 8, 2019 Missouri Public Service Commission JE-2020-0056

Vice President

KANSAS CITY POW				Attachme	nt A.
P.S.C. MO. No.	2	First	Revised	<sup>1</sup> "Sheet"	2.10
Canceling P.S.C. MO. No.	2		Original	Sheet	2.10
			For	Missouri Retail	Service Area
		NERAL RULES AND REGULATION PPLYING TO ELECTRIC SERVIO			
PROGRAM PROVISIONS:	23.0	9 DEMAND RESPONSE INCEN	ΓIVE		(continued)

This Program may be executed by either of two methods:

#### Traditional Demand Response Incentive (DRI)

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

#### Automated Demand Side Management (ADSM)

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

#### CURTAILMENT SEASON:

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

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

# CURTAILMENT LIMITS:

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

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**Missouri Public** 

Service Commission

JE-2020-0056

May 4, 2018 Darrin R. Ives Vice-President DATE EFFECTIVE:

June 3, 2018 Kansas City, MO

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KANSAS CITY PO P.S.C. MO. No.	2 First	Revised	Attachment	A <sub>2.11</sub>
Canceling P.S.C. MO. No.		Original	Sheet No.	2.11
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	23.09 DEMAND RESPONSE INCEN	TIVE	(4	continued)
CURTAILMENT LIMITS: (co	ntinued)			

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

#### **ESTIMATED PEAK DEMANDS:**

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

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

#### **ESTIMATED PEAK DEMAND MODIFICATIONS:**

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

# FIRM POWER LEVELS:

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

The Company may use a Test Curtailment to establish the Firm Power Levels for the Customer.

#### FIRM POWER LEVEL MODIFICATIONS:

The Firm Power Level may be modified to reflect significant change in Customer load, subject to verification and approval by the Company. At any time, the Company may adjust the Customer's Firm Power Level downward based on evidence that the Customer's actual demand has dropped, or will drop, significantly from the Estimated Peak Demand. Any adjusted Firm Power Level shall continue to provide for a Curtailable Load of at least 25 kW. Future customer compensation will be adjusted accordingly for any change in Firm Power Level.

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

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May 4, 2018 Darrin R. Ives Vice-President DATE EFFECTIVE: June 3, 2018

Kansas City, MO

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KANSAS CITY POWER	R & LIG	HT COMPANY			4	
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Canceling P.S.C. MO. No.	2		Origi	nal	Sheet No.	2.12
			For	Misso	uri Retail Service	e Area
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# 23.09 DEMAND RESPONSE INCENTIVE

(continued)

# CURTAILABLE LOAD:

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

# **SELF GENERATION:**

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

# **CUSTOMER COMPENSATION:**

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

Compensation will include:

#### **PROGRAM PARTICIPATION PAYMENT:**

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

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

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

#### **NEED FOR CURTAILMENT:**

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

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KANSAS CITY PO	OWER 8	•	Attachment A			
P.S.C. MO, No.	2	First	Revised	Sheet No.	2.13	
Canceling P.S.C. MO.	2		Original	Sheet No.	2.13	
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	2	3.09 DEMAND RESPONSE IN	CENTIVE		(continued)	

# **ENERGY PURCHASE OPTION:**

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

# PENALTIES:

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

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

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

# **CURTAILMENT CANCELLATION:**

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

# **TEST CURTAILMENT:**

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

# **VOLUNTARY LOAD REDUCTION:**

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

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Kansas City, MO

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# **KANSAS CITY POWER & LIGHT COMPANY**

Attachment A

P.S.C. MO. No.	2			Origin Revis	Act Deviced Cheet No. 0.44
Cancelling P.S.C. MO. No.			D Original		
				For	Missouri Retail Service Area
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	2	3.09 Demand Response Ince	ntive	•	

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# ADDITIONAL VOLUNTARY EVENTS

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

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

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KANSAS CITY PO	WER &	LIGHT COMPANY		Attachment A	
P.S.C. MO. No.	2	First	Revised	Sheet No. 2.3	2
Cancelling P.S.C. MO. No.	2		Original	Sheet No2.3	2
			For <u>Miss</u>	ouri Retail Service Area	3
		VERAL RULES AND REGULAT			

# 23.24 RESIDENTIAL PROGRAMMABLE THERMOSTAT

# PURPOSE:

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

# AVAILABILITY:

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

# CONTROLS AND INCENTIVES:

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

#### **CYCLING METHODS:**

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

# **NOTIFICATION:**

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

# **CURTAILMENT SEASON:**

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

DATE OF ISSUE: ISSUED BY: May 4, 2018 Darrin R. Ives Vice President

DATE EFFECTIVE: June 3, 2018

1200 Main, Kansas City, MO

FILED Missouri Public Service Commission EO-2015-0240; YE-2018-0149

CANCELLED November 8, 2019 Missouri Public Service Commission JE-2020-0056

KANSAS CITY PO	WER & L	IGHT COMPANY				Attachment A	A
P.S.C. MO. No.	2		$\square$	Origin Revise		Sheet No.	2.33
Cancelling P.S.C. MO. No.				Origin Revise		Sheet No.	
				For	Missou	uri Retail Servic	e Area
	-	ERAL RULES AND REGULA	-	-			

# 23.24 RESIDENTIAL PROGRAMMABLE THERMOSTAT

(continued)

# CURTAILMENT LIMITS:

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

# CURTAILMENT OPT OUT PROVISION:

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

# **NEED FOR CURTAILMENT:**

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

# **CONTRACT TERM:**

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

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

DATE OF ISSUE:

CANCELLED November 8, 2019 **Missouri Public** Service Commission

JE-2020-0056

March 16, 2016 ISSUED BY: Darrin R. Ives Vice President

April 1, 2016 DATE EFFECTIVE: April 15, 2016

Kansas City, MO

STATE OF	MISSOURI, PU	BLIC SERVICE COM	IMISSION	Attachment	tΑ
-	P.S.C. MO. No.	1	First	Revised Sheet No.	R-84
Canceling	P.S.C. MO. No.	1		Original Sheet No.	R-84

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

For Missouri Retail Service Area

ELECTRIC

RULES AND REGULATIONS

# 15.08 BUSINESS PROGRAMMABLE THERMOSTAT

# PURPOSE:

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

# AVAILABILITY:

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

# CONTROLS AND INCENTIVES:

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

# **CYCLING METHODS:**

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

# **NOTIFICATION:**

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

# CURTAILMENT SEASON:

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

Issued: May 4, 2018 Issued by: Darrin R. Ives, Vice President Effective: June 3, 2018

FILED Missouri Public Service Commission EO-2015-0241; YE-2018-0150 STATE OF MISSOURI. PUBLIC SERVICE COMMISSION P.S.C. MO. No. \_\_\_\_\_1

For Territory Served as L&P and MPS

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

RULES AND REGULATIONS ELECTRIC

# 15.08 BUSINESS PROGRAMMABLE THERMOSTAT

# **CURTAILMENT LIMITS:**

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

# CURTAILMENT OPT OUT PROVISION:

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

# **NEED FOR CURTAILMENT:**

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

# CONTRACT TERM:

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

March 16, 2016 Issued: Issued by: Darrin R. Ives, Vice President CANCELLED October 7 2019 **Missouri Public** 

Service Commission

EN-2020-0064; JE-2020-0046

Effective: April 15, 2016

April 1, 2016

FILED Missouri Public Service Commission EO-2015-0241; YE-2016-0232

Attachment A

(continued)

Original Sheet No. R-85 Sheet No.

# Canceling P.S.C. MO. No.

STATE OF MISSOURI, PU	BLIC SERVICE COMMIS	SSION
P.S.C. MO. No.	1	1st
Canceling P.S.C. MO. No.		

Attachment A

Sheet No. <u>R-86</u> Sheet No. R-86

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

Revised Original

# 15.09 DEMAND RESPONSE INCENTIVE

# PURPOSE:

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

# AVAILABILITY:

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

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

# AGGREGATION OF A CUSTOMER'S MULTIPLE ACCOUNTS:

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

# **TERM OF CONTRACT:**

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

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

Issued: May 4, 2018 Issued by: Darrin R. Ives, Vice President Effective: June 3, 2018

CANCELLED October 7, 2019 Missouri Public Service Commission EN-2020-0064; JE-2020-0046 FILED Missouri Public Service Commission EO-2015-0241; YE-2018-0150

STATE OF	F MISSOURI, PUBLIC SERVICE COMMISSION		MMISSION	Attachment A		nent A
	P.S.C. MO. No	o. <u> </u>	<u>_1st</u>	Revised	Sheet No.	<u>R-87</u>
Canceling	P.S.C. MO. No	o1	· · · · · · · · · · · · · · · · · · ·	Original	Sheet No.	<u>R-87</u>

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

# **15.09 DEMAND RESPONSE INCENTIVE**

# **PROGRAM PROVISIONS:**

This Program may be executed by either of two methods:

# Traditional Demand Response Incentive (DRI)

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

# Automated Demand Side Management (ADSM)

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

# CURTAILMENT SEASON:

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

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

# CURTAILMENT LIMITS:

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

Issued: May 4, 2018 Issued by: Darrin R. Ives, Vice President CANCELLED October 7, 2019 Missouri Public Service Commission EN-2020-0064; JE-2020-0046 Effective: June 3, 2018 FILED Missouri Public Service Commission EO-2015-0241; YE-2018-0150

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STATE OF	MISSOURI, PL	<b>JBLIC SERVICE COM</b>	MISSION		Attac	hment A
	P.S.C. MO. No.	1	<u>1st</u>	Revised	Sheet No.	<u> </u>
Canceling	P.S.C. MO. No.	1		Original	Sheet No.	<u>R-88</u>

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

For Missouri Retail Service Area

#### RULES AND REGULATIONS ELECTRIC

# 15.09 DEMAND RESPONSE INCENTIVE

(continued)

# CURTAILMENT LIMITS: (continued)

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

# **ESTIMATED PEAK DEMANDS:**

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

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

# **ESTIMATED PEAK DEMAND MODIFICATIONS:**

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

# FIRM POWER LEVELS:

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

# FIRM POWER LEVEL MODIFICATIONS: (continued)

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

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

Issued: May 4, 2018 Issued by: Darrin R. Ives,Vice President Effective: June 3, 2018

CANCELLED October 7, 2019 Missouri Public Service Commission EN-2020-0064; JE-2020-0046 FILED Missouri Public Service Commission EO-2015-0241; YE-2018-0150

STATE OF MISSOURI, PUE	BLIC SERVICE CON	MISSION
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Revised Sheet No. <u>R-89</u> Original Sheet No. <u>R-89</u>

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

# For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

# 15.09 DEMAND RESPONSE INCENTIVE

(continued)

# CURTAILABLE LOAD:

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

#### **SELF-GENERATION:**

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

#### **CUSTOMER COMPENSATION:**

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

Compensation will include:

# **PROGRAM PARTICIPATION PAYMENT:**

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

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

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

# NEED FOR CURTAILMENT:

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

FILED Missouri Public Service Commission EO-2015-0241; YE-2018-0150

Attachment A

STATE OF	MISSOUF	l, pu	BLIC	SERVI	CE CON	IMISSION
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For Missouri Retail Service Area

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

# RULES AND REGULATIONS ELECTRIC

# 15.09 DEMAND RESPONSE INCENTIVE

# **ENERGY PURCHASE OPTION:**

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

# PENALTIES:

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

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

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

# CURTAILMENT CANCELLATION:

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

# **TEST CURTAILMENT:**

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

# VOLUNTARY LOAD REDUCTION:

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

# ADDITIONAL VOLUNTARY EVENTS

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

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

Issued: May 4, 2018 Issued by: Darrin R. Ives, Vice President

# (continued)

STATE OF MISSOURI, PU	ISSION	Attachment A	
P.S.C. MO. No.	· 1 ·	First	Revised Sheet No <u>R-107</u>
Canceling P.S.C. MO. No.	1		Original Sheet No. <u>R-107</u>

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

For Missouri Retail Service Area

RULES AND REGULATIONS ELECTRIC

# 15.22 RESIDENTIAL PROGRAMMABLE THERMOSTAT

# PURPOSE:

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

#### AVAILABILITY:

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

#### CONTROLS AND INCENTIVES:

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

#### CYCLING METHODS:

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

# NOTIFICATION:

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

#### CURTAILMENT SEASON:

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

Issued:	May 4, 2018
Issued by:	Darrin R. Ives, Vice President

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Original Sheet No. <u>R-108</u> Sheet No.

Attachment A

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

For Territory Served as L&P and MPS

RULES AND REGULATIONS ELECTRIC

# 15.22 RESIDENTIAL PROGRAMMABLE THERMOSTAT

(continued)

# CURTAILMENT LIMITS:

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

# CURTAILMENT OPT OUT PROVISION:

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

# **NEED FOR CURTAILMENT:**

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

# CONTRACT TERM:

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

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

Effective: April 15, 2016

April 1, 2016

FILED Missouri Public Service Commission EO-2015-0241; YE-2016-0232