P.S.C. MO. No.	2		$\boxtimes$	Origina	I Shee	et No.	1.96
				Revise	d		
Cancelling P.S.C. MO. No.		[		Origina	I Shee	et No.	
		]		Revise	d		
				For	Missouri Retail	l Service	e Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

Ε	XHIBIT NO.
	11

#### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT

#### **PURPOSE:**

The Business Demand-Side Management (DSM) Programs (Programs), which consist of eight programs, are designed to encourage business customers to proactively use energy in such a way as to reduce consumption of electricity or to shift consumption from times of peak demand to times of non-peak demand.

These Programs are offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act or MEEIA) and the Commission's rules to administer MEEIA.

#### **AVAILABILITY:**

Except as otherwise provided in the terms governing a particular program, these Programs are available to any of KCP&L's customers served under SGS, MGS, LGS, LPS, SGA, MGA, LGA, or TPP rate schedules. The Programs are not available to customers electing to opt-out of DSM program funding under 4 CSR 240-20.094(6), and monetary incentives that otherwise would be payable under a program are not available to those that have received a state tax credit under sections 135.350 through 135.362, RSMo, or under sections 253.545 through 253.561, RSMo. As provided for in the Commission's rules, customers shall attest to non-receipt of any such tax credit and acknowledge that the penalty for a customer who provides false documentation is a class A misdemeanor.

A customer may elect not to participate (opt-out) in an electric utility's DSM programs under 4 CSR 240-20.094(6) if they:

- Have at least one account with a demand of 5,000 kW in the previous 12 months with that electric utility, or;
- Operate an interstate pipeline pumping station, or;
- Have multiple accounts with aggregate coincident demand of 2,500 kW in the previous 12 months with that utility and have a comprehensive demand-side or energy efficiency program with achieved savings at least equal to those expected from the utility-provided programs.

A customer electing to opt-out must provide written notice to the electric utility no earlier than September 1 and not later than October 30 to be effective for the following calendar year but shall still be allowed to participate in interruptible or curtailable rate schedules or tariffs offered by the electric utility.

Unless otherwise provided for in the tariff sheets or schedules governing a particular program, customers may participate in multiple programs, but may receive only one Incentive per Measure.

The Company reserves the right to discontinue the entire MEEIA cycle 2 portfolio, if the Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission.

P.S.C. MO. No.	2	🖂	Origin	nal	Sheet No.	1.97
			Revis	ed		
Cancelling P.S.C. MO. No.			Origin Revis		Sheet No.	
			For	Missouri	Retail Service	e Area

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

#### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT

(continued)

#### **DEFINITIONS:**

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

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

Demand-Side Program Investment Mechanism (DSIM) - A mechanism approved by the Commission in KCP&L's filing for demand-side programs approval in Case No. EO-2015-0095.

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

Incentive - Any consideration provided by KCP&L directly or through the Program Administrator, including in the form of cash, bill credit, payment to third party, or public education programs, which encourages the adoption of Measures.

Measure - An end-use measure, energy efficiency measure, and energy management measure as defined in 4 CSR 240-22.020(18), (20), and (21).

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

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

Program Partner - A retailer, distributor or other service provider that KCP&L or the Program Administrator has approved to provide specific program services through execution of a KCP&L approved service agreement.

Program Period – The three year period from the effective date of the tariffs, unless sooner terminated under the TERM provision of this tariff. Programs may have slightly earlier termination dates for certain activities, as noted on the KCP&L website - www.kcpl.com.

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

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016 ISSUED BY: Darrin R. Ives Kansas City, MO

P.S.C. MO. No.	2	 $\boxtimes$	Origina	al Sheet No.	1.98
			Revise	ed	
Cancelling P.S.C. MO. No.			Origina	al Sheet No.	
			Revise	ed	
			For	Missouri Retail Service	e Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT

(continued)

<u>Total Resource Cost (TRC) Test</u> – A test of the cost-effectiveness of demand-side programs that compares the avoided utility costs to the sum of all incremental costs of end-use measures that are implemented due to the program (including both KCP&L and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

#### TERM:

These tariff sheets and the tariff sheets reflecting each specific Business DSM program shall be effective for three years from the effective date of the tariff sheets, unless another termination date is approved by the Commission.

If the Programs are terminated prior to the end of the Program Period, only Incentives for qualifying Measures that have been preapproved or installed prior to the Programs' termination will be provided to the customer.

#### **DESCRIPTION:**

The reduction in energy consumption or shift in peak demand will be accomplished through the following Programs:

- Business Energy Efficiency Rebates Custom
- Business Energy Efficiency Rebates Standard
- Business Programmable Thermostat
- Strategic Energy Management
- Block Bidding
- Small Business Direct Install
- Demand Response Incentive

In addition, KCP&L customers have access to the Online Business Energy Audit.

Program details regarding the interaction between KCP&L or Program Administrators and Participants, such as Incentives paid directly to Participants, available Measures, availability of the Program, eligibility, and application and completion requirements may be adjusted through the change process as presented below. Those details, additional details on each Program, and other details such as process flows, application instructions, and application forms will be provided by the KCP&L website, www.kcpl.com.

#### **CHANGE PROCESS:**

The change process is applicable to changes in program detail regarding the interaction between KCP&L or Program Administrators and Participants, and excludes changes to the ranges of Incentive amounts for each Measure.

- 1) Identify need for program detail change regarding the interaction between KCP&L or Program Administrators and Participants;
- 2) Discuss proposed change with Program Administrator;
- 3) Discuss proposed change with Evaluator;
- 4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);
- Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas Citv. MO

P.S.C. MO. No.	2	🗵	]	Original	Sheet No.	1.99
			]	Revised		
Cancelling P.S.C. MO.		[	]	Original	Sheet No.	
			]	Revised		
				For Missouri R	etail Service Area	

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT

(continued)

business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis):

- Take timely received recommendations into account and incorporate them where KCP&L believes it is appropriate to do so:
- 7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;
- 8) Make changes to forms and promotional materials;
- 9) Update program website;
- 10) File updated web pages and, if appropriate, updated list of Measures and Incentives amounts in Case No. EO-2015-0240; and
- 11) Inform Customer, trade allies, etc.

KCP&L will also continue to discuss and provide information on ongoing Program and Portfolio progress at quarterly regulatory advisory group update meetings.

#### PROGRAMS' ANNUAL ENERGY AND DEMAND SAVINGS TARGETS:

Note that targeted energy and demand savings may be shifted between Programs depending on market response, changes in technology, or similar factors. These targets are based on savings at customer meters (excluding transmission and distribution line losses).

	Expected Annual kW	Sum of Annual by Program		
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	
Strategic Energy Management	3,009,084	3,009,084	3,009,084	9,027,252
Business Energy Efficiency Rebates- Custom	14,310,148	15,025,656	15,025,656	44,361,460
Business Energy Efficiency Rebates- Standard	19,445,405	19,446,710	19,478,576	58,370,691
Block Bidding	2,514,850	2,514,850	5,029,699	10,059,399
Small Business Direct Install	698,711	1,402,385	1,408,537	3,509,633
Business Programmable Thermostat	32,802	32,802	32,802	98,406
TOTAL	40,011,000	41,431,487	43,984,354	125,426,841

Earnings Opportunity targets are set forth in Kansas City Power & Light Company's Schedule DSIM, Sheet No. 49P, as approved in Case No. EO-2015-0240.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas City, MO

P.S.C. MO. No.	2		Origina	l Sheet No.	2
			Revise	d	
Cancelling P.S.C. MO. No.			Origina	Sheet No.	
			Revise	d	
			For	Missouri Ratail Sarvice	Δτος

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.01 BUSINESS DEMAND-SIDE MANAGEMENT

(continued)

	-	ıal kW Demand Sa ıstomer Side of Me	0	Sum of Annual by
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	Program
Strategic Energy Management	674	674	674	2,022
Business Energy Efficiency Rebates- Custom	3,912	4,108	4,108	12,128
Business Energy Efficiency Rebates- Standard	3,645	3,645	3,645	10,935
Block Bidding	436	436	872	1,744
Small Business Direct Install	113	225	225	563
Business Programmable Thermostat	89	89	89	267
Demand Response Incentive	10,000	13,000	15,000	38,000
TOTAL	18,869	22,177	24,613	65,659

Earnings Opportunity targets are set forth in Kansas City Power & Light Company's Schedule DSIM, Sheet No. 49P, as approved in Case No. EO-2015-0240.

#### PROGRAM COSTS AND INCENTIVES:

Costs of and Incentives for the Business DSM Programs reflected herein shall be identified in a charge titled "DSIM Charge" appearing as a separate line item on customers' bills and applied to customers' bills as a per kilowatt-hour charge as specified in the SGS, MGS, LGS, LPS, SGA, MGA, LGA, or TPP rate schedules. All customers taking service under said rate schedules shall pay the charge regardless of whether a particular customer utilizes a demand-side program available hereunder, unless they have opted-out as provided for previously.

#### **PROGRAM DESCRIPTIONS:**

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

#### **CHANGES IN MEASURES OR INCENTIVES:**

KCP&L may offer the Measures contained in KCP&L's filing approved in Case No. EO-2015-0240. The offering of Measures not contained within the aforesaid filing must be approved by the Commission pursuant to 4 CSR 240-20.094(4). Measures being offered and Incentives available to customers will be listed on KCP&L's website, <a href="www.kcpl.com">www.kcpl.com</a>. The Measures and Incentives being offered are subject to change. Customers must consult <a href="www.kcpl.com">www.kcpl.com</a> for the list of currently available Measures. Should a Measure or Incentive offering shown on KCP&L's website differ from the corresponding Measure or Incentive offering shown in the currently effective notice filed in Case No. EO-2015-0240, the stated Measure or Incentive offering as shown in the currently effective notice shall govern.

P.S.C. MO. No.	2	 (	Original	Sheet No.	2.07
		F	Revised		
Cancelling P.S.C. MO. No.		 (	Original	Sheet No.	
		F	Revised		
		F	or <u>Missouri</u>	Retail Servic	e Area

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 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.

#### **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.

P.S.C. MO. No.	2	 $\boxtimes$	Origina	al Shee	t No.	2.08
			Revise	d		
Cancelling P.S.C. MO. No.			Origina	al Shee	t No	
			Revise	d		
			For _	Missouri Retail	Servic	e Area

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 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 (<a href="www.kcpl.com">www.kcpl.com</a>) 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.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016

ISSUED BY: Darrin R. Ives Kansas City, MO

P.S.C. MO. No.	2		Ori	ginal	Sheet No.	2.09
			Re	vised		
Cancelling P.S.C. MO. No.		🗆	Ori	ginal	Sheet No.	
			Re	vised		
			For	Missouri	Retail Service	e Area

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 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.

#### **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 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 effective as of the date of contract execution and will expire at 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.

#### **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.

DATE OF ISSUE:	March 16, 2016	DATE E	FFECTIVE:	April 15, 2016	
ISSUED BY:	Darrin R. Ives			Kansas City, MO	
	Vice President				

# KANSAS CITY POWER & LIGHT COMPANY P.S.C. MO. No. 2 Canceling P.S.C. MO. No. Canceling P.S.C. MO. No.

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.09 DEMAND RESPONSE INCENTIVE

(continued)

#### **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.

For Customers contracted through a KCP&L-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 KCP&L, 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 pm 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 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.

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.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas City, MO

# KANSAS CITY POWER & LIGHT COMPANY P.S.C. MO. No. 2 Canceling P.S.C. MO. No. Canceling P.S.C. MO. No. For Missouri Retail Service Area

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.09 DEMAND RESPONSE INCENTIVE

(continued)

#### FIRM POWER LEVEL MODIFICATIONS: (continued)

Additionally, for 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.

#### **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="https://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 and will be based on contract term, Maximum Number of Curtailment Events and the number of actual Curtailment Events per Curtailment Season. Timing of all payments/credits shall be specified in the curtailment contract with each Customer. Payments shall be paid to the Customer by KCP&L in the form of a check or bill credit as specified in the contract or by a KCP&L-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 applied as bill credits equally for each month of the Curtailment Season.

Curtailment Occurrence Payment: The Customer 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.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016

ISSUED BY: Darrin R. Ives

Vice-President

Kansas City, MO

#### 

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.09 DEMAND RESPONSE INCENTIVE

(continued)

#### **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.

#### **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 Events, the result of which is multiplied by the percentage by which the Customer underperformed during a Curtailment Event.

Any Customer who fails to reduce load to its Firm Power Level on three or more days within any Curtailment Season may be ineligible for this program for a period of two years from the date of the third failure.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016

ISSUED BY: Darrin R. Ives Kansas City, MO

KANSAS CITY POWER P.S.C. MO. No. 2	& LIGHT COMPAN	Y ⊠	Original	Sheet No.	2.13
Canceling P.S.C. MO.	_		Revised Original	Sheet No.	
			Revised	u Missouri Retail Servi	ce Area
	GENERAL RULES AND RE				
	23.09 DEMAND RESPONS	E INCEN	TIVE		(continued)
Curtailment Event. However	e right to cancel a scheduled r, if cancellation occurs with les Curtailment Event, the cancel	s than tv	vo hours	of the notification per	iod remaining
a Customer's failure to effect	right to request a Test Curtailm of load reduction to its Firm Points do not count toward the Ma Test Curtailments.	wer Lev	el or lowe	er upon any Compar	ny request for
subject to the paragraph er	N: ogram also will be served on the ntitled "Special Provisions for edule VLR is not required for cu	Custome	ers Serve	d on Schedule MP.	
on a voluntary basis, in addi additional voluntary curtailm but will not receive additiona	omer's contract is in effect, the itional Curtailment Events. Cu tents will receive Curtailment I al Program Participation Paym whether or not they have partic	stomers Event Pa ents. Thi	who are a syments a s provisio	asked and who partic as outlined previously on applies to all Cust	ipate in these in this tariff, omers whose
At its sole discretion, the Co Voluntary Events for a given	ompany will decide to apply the Curtailment Event.	ne terms	of Volun	tary Load Reduction	or Additional

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas City, MO

P.S.C. MO. No.	2		$\leq$	Origina	l Sheet No.	2.20
				Revise	d	
Cancelling P.S.C. MO. No.		[		Origina	l Sheet No.	
				Revise	d	
				For	Missouri Retail Servi	ce Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT

#### **PURPOSE:**

The Residential Demand-Side Management (DSM) Programs (Programs), which consist of eight programs, are designed to encourage residential customers to proactively use energy in such a way as to reduce consumption of electricity or to shift consumption from times of peak demand to times of non-peak demand.

These Programs are offered in accordance with Section 393.1075, RSMo. Supp. 2009 (the Missouri Energy Efficiency Investment Act or MEEIA) and the Commission's rules to administer MEEIA.

#### **AVAILABILITY:**

Except as otherwise provided in the terms governing a particular program, these Programs are available to residential customers in KCP&L's Missouri service area being served under any residential rate schedule.

Monetary incentives are not payable to customers that have received a state tax credit under sections 135.350 through 135.362, RSMo, or under sections 253.545 through 253.561, RSMo. As provided for in the Commission's rules, customers shall attest to non-receipt of any such tax credit and acknowledge that the penalty for a customer who provides false documentation is a class A misdemeanor.

Unless otherwise provided for in the tariff sheets or schedules governing a particular program, customers may participate in multiple programs, but may receive only one Incentive per Measure.

The Company reserves the right to discontinue the entire MEEIA cycle 2 portfolio, if Company determines that implementation of such programs is no longer reasonable due to changed factors or circumstances that have materially negatively impacted the economic viability of such programs as determined by the Company, upon no less than thirty days' notice to the Commission.

#### **DEFINITIONS:**

Unless otherwise defined, terms used in tariff sheets or schedules in Section 23 have the following meanings:

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

<u>Demand-Side Program Investment Mechanism (DSIM)</u> – A mechanism approved by the Commission in KCP&L's filing for demand-side program approval in Case No. EO-2015-0240.

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

<u>Incentive</u> – Any consideration provided by KCP&L directly or through the Program Administrator and Program Partners, including buydowns, markdowns, rebates, bill credits, payment to third parties, direct installations, giveaways and education, which encourages the adoption of Measures.

P.S.C. MO. No.	2		(	Original	Sheet No.	2.21
			] F	Revised		
Cancelling P.S.C. MO. No.		🗆	] (	Original	Sheet No.	
			] F	Revised		
			F	or Miss	ouri Retail Servic	e Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

<u>Measure</u> – An end-use measure, energy efficiency measure, and energy management measure as defined in 4 CSR 240-22.020(18), (20), and (21).

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

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

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

<u>Program Period</u> – The three year period from the effective date of the tariffs, unless sooner terminated under the TERM provision of this tariff. Programs may have slightly earlier deadlines for certain activities, as noted on the KCP&L website – <u>www.kcpl.com</u>.

<u>Total Resource Cost (TRC) Test</u> – A test of the cost-effectiveness of demand-side programs that compares the avoided utility costs to the sum of all incremental costs of end-use measures that are implemented due to the program (including both KCP&L and Participant contributions), plus utility costs to administer, deliver and evaluate each demand-side program.

#### TERM:

These tariff sheets and the tariff sheets reflecting each specific residential DSM program shall be effective for three years from the effective date of the tariff sheets, unless another termination date is approved by the Commission.

If the Programs are terminated prior to the end of the Program Period, only Incentives for qualifying Measures that have been preapproved or installed prior to the Programs' termination will be provided to the customer.

#### **DESCRIPTION:**

The reduction in energy consumption or shift in peak demand will be accomplished through the following Programs:

- Home Appliance Recycling Rebate
- Whole House Efficiency
- Home Energy Report
- Income-Eligible Home Energy Report
- Income-Eligible Multi-Family
- Home Lighting Rebate
- Residential Programmable Thermostat

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas City, Mo

P.S.C. MO. No.	2		$\boxtimes$	Original	Sheet No.	2.22
				Revised		
Cancelling P.S.C. MO. No.		[		Original	Sheet No.	
				Revised		
				For Miss	ouri Retail Servic	e Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

In addition, KCP&L residential customers have access to the Online Home Energy Audit.

Program details regarding the interaction between KCP&L or Program Administrators and Participants, such as Incentives paid directly to Participants, available Measures, availability of the program, eligibility, and application and completion requirements may be adjusted through the change process as presented below. Those details, additional details on each program, and other details such as process flows, application instructions, and application forms will be provided on the KCP&L website, <a href="https://www.kcpl.com">www.kcpl.com</a>.

#### **CHANGE PROCESS:**

The change process is applicable to changes in program detail regarding the interaction between KCP&L or Program Administrators and Participants in the Programs, and excludes changes to the ranges of Incentive amounts for each Measure.

- 1) Identify need for program detail change regarding the interaction between KCP&L or Program Administrators and Participants in the Programs:
- 2) Discuss proposed change with Program Administrator;
- 3) Discuss proposed change with Evaluator;
- 4) Analyze impact on program and portfolio (cost-effectiveness, goal achievement, etc.);
- Inform the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, of the proposed change, the time within which it needs to be implemented, provide them the analysis that was done and consider recommendations from them that are received within the implementation timeline (the implementation timeline shall be no less than five business days from the time that the Staff, Office of the Public Counsel and the Department of Economic Development, Division of Energy, are informed and provided the above-referenced analysis);
- Take timely received recommendations into account and incorporate them where KCP&L believes it is appropriate to do so;
- 7) Notify and train customer contact personnel (Customer Service Representatives, Energy Consultants, Business Center) of the changes;
- 8) Make changes to forms and promotional materials;
- 9) Update program website;
- 10) File updated web pages and, if appropriate updated list of Measures and Incentive amounts in Case No. EO-2015-0240; and
- 11) Inform Customers, trade allies, Program Partners, etc.

KCP&L will also continue to discuss and provide information on ongoing program and portfolio progress at quarterly regulatory advisory group update meetings.

P.S.C. MO. No.	2	Origir	nal Sheet No.	2.23
		Revis	sed	
Cancelling P.S.C. MO. No.		 Origir	nal Sheet No.	
		Revis	sed	
		For	Missouri Retail Servi	ce Area

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

#### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

#### PROGRAMS' ANNUAL ENERGY AND DEMAND SAVINGS TARGETS:

Note that targeted energy and demand savings may be shifted between programs depending on market response, changes in technology, or similar factors. These targets are based on savings at customer meters (excluding transmission and distribution line losses).

	Expected A			
	Cu	istomer Side of Me	eter	Sum of Annual by
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	Program
Home Appliance Recycling	4 000 070	0.400.000	0.040.740	
Rebate	1,932,870	2,186,690	2,210,710	6,330,270
Whole House Efficiency	2,496,098	4,060,710	4,581,178	11,137,986
Home Energy Report	12,374,415	13,504,463	13,861,941	39,740,819
Income-Eligible Home Energy Report	1,832,469	1,820,541	1,682,756	5,335,766
Home Lighting Rebate	6,906,611	8,085,489	9,700,770	24,692,870
Income-Eligible Multi- Family	3,755,980	3,454,647	3,366,505	10,577,132
Residential Programmable Thermostat	1,462,692	1,462,692	1,462,692	4,388,076
TOTAL	30,761,135	34,575,232	36,866,552	102,202,919

	Expected A Targets a	Sum of Annual by		
	D	Due sure Diese	D	Program
	Program Plan Year 1	Program Plan Year 2	Program Plan Year 3	
Home Appliance Recycling Rebate	323	365	369	1,057
Whole House Efficiency	701	1,210	1,355	3,266
Home Energy Report	2,866	2,866	2,866	8,598
Income-Eligible Home Energy				
Report	467	474	474	1,415
Home Lighting Rebate	692	816	990	2,498
Income-Eligible Multi-Family	464	491	587	1,542
Residential Programmable				
Thermostat	3,989	3,989	3,989	11,967
TOTAL	9,502	10,211	10,630	30,343

Earnings Opportunity targets are set forth in Kansas City Power & light Company's Schedule DSIM, Sheet No. 49P, as approved in Case No. EO-2015-0240.

DATE OF ISSUE: March 16, 2016

ISSUED BY:

Darrin R. Ives Vice President

DATE EFFECTIVE:

Kansas City, MO

April 15, 2016

P.S.C. MO. No.	2		$\boxtimes$	Original	Sheet No.	2.24
		[		Revised		
Cancelling P.S.C. MO. No.		[		Original	Sheet No.	
		[		Revised		
				For Miss	ouri Retail Servic	e Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.16 RESIDENTIAL DEMAND-SIDE MANAGEMENT

(continued)

#### PROGRAM COSTS AND INCENTIVES

Costs of and incentives for the Residential DSM Programs reflected herein shall be reflected in a charge titled "DSIM Charge" appearing as a separate line item on customers' bills and applied to customers' bills as a per kilowatt-hour charge as specified in the residential rate schedules. All customers taking service under said rate schedule shall pay the charge regardless of whether a particular customer utilizes a demand-side program available hereunder.

#### PROGRAM DESCRIPTIONS:

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

#### **CHANGES IN MEASURES OR INCENTIVES:**

KCP&L may offer the Measures contained in KCP&L's filing approved in Case No. EO-2015-0240. The offering of Measures not contained within the aforesaid filing must be approved by the Commission pursuant to 4 CSR 240-20.094(4). Measures being offered and Incentives available to customers will be listed on KCP&L's website, <a href="www.kcpl.com">www.kcpl.com</a>. The Measures and Incentives being offered are subject to change. Customers must consult <a href="www.kcpl.com">www.kcpl.com</a> for the list of currently available Measures. Should a Measure or Incentive offering shown on KCP&L's website differ from the corresponding Measure or Incentive offering shown in the currently effective notice filed in Case No. EO-2015-0240, the stated Measure or Incentive offering as shown in the currently effective notice shall govern.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas City, MO

P.S.C. MO. No.	2	🛭	$\leq$	Original	Sheet No.	2.32
				Revised	_	
Cancelling P.S.C. MO. No.		[		Original	Sheet No.	
				Revised		
				For N	Missouri Retail Servic	e Area

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 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.

#### **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.

P.S.C. MO. No.	2	 $\boxtimes$	Origina	al	Sheet No.	2.33
			Revise	ed		
Cancelling P.S.C. MO. No.			Origina	al	Sheet No.	
			Revise	ed		
			For	Missouri	Retail Servic	e Area

## GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 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 (<a href="www.kcpl.com">www.kcpl.com</a>) 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: March 16, 2016 DATE EFFECTIVE: April 15, 2016

ISSUED BY: Darrin R. Ives Kansas City, MO

P.S.C. MO. No.	2	🗵	◁	Original	Sheet No.	2.34
				Revised		
Cancelling P.S.C. MO. No.		[		Original	Sheet No.	
				Revised		
				For Miss	ouri Retail Servic	e Area

# GENERAL RULES AND REGULATIONS APPLYING TO ELECTRIC SERVICE

#### 23.25 ONLINE HOME ENERGY AUDIT

#### **PURPOSE:**

This program provides residential customers access, through <a href="www.kcpl.com">www.kcpl.com</a>, to analyze the energy efficiency of their homes, educational materials regarding energy efficiency and conservation, and information on KCP&L's other demand-side management programs.

#### **PROGRAM PROVISIONS:**

This energy efficiency program is considered educational. Additional details are available at the KCP&L website, <a href="https://www.kcpl.com">www.kcpl.com</a>.

DATE OF ISSUE: March 16, 2016 DATE EFFECTIVE: April 15, 2016
ISSUED BY: Darrin R. Ives Kansas City, MO