

# KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No.

7

Sixth

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Original

Sheet No.

21

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Revised

Canceling P.S.C. MO. No.

7

Fifth

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Original

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21

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For Missouri Retail Service Area

## MPOWER RIDER

### Schedule MP

#### PURPOSE:

This voluntary rider (MPOWER Rider or Rider) is designed to reduce customer load during peak periods to help defer future generation capacity additions and provide for improvements in energy supply. This Program is set forth in the Stipulation and Agreement approved by the Missouri Public Service Commission in Case No. EO-2005-0329.

#### AVAILABILITY:

This Rider is available to any Customer currently receiving or requesting electric service under any generally available non-residential rate schedule. 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 Rider. MPOWER is a replacement for the PLCC Rider (PLCC). References to PLCC found in other tariffs shall be considered references to MPOWER.

#### TERM OF CONTRACT:

Contracts under this Rider shall be for a one-year, three-year or five-year term. Thereafter, Customers may enter into a new contract for a term of one-year, three, or five years subject to the terms and conditions of this Rider 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 June 1 through September 30. The Curtailment Season will exclude Independence Day and Labor Day, or the days celebrated as such.

#### CURTAILMENT HOURS:

Curtailment will occur during the hours of 12:00 noon through 10:00 pm, Monday through Friday during the Curtailment Season. The Curtailment Hours associated with a Curtailment Event will be established at the time of the Curtailment Notification.

#### CURTAILMENT NOTIFICATION:

Customers will receive curtailment notification a minimum of four (4) hours prior to the start time of a Curtailment Event.

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Vice-President

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1201 Walnut, Kansas City, Mo. 64106

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Canceling P.S.C. MO. No.

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☒ Revised

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## MPOWER RIDER Schedule MP

(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. 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 less than two and 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.

### 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 10:00 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:

During the months of June through September, 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:

After the Curtailment Season, and upon ninety (90) days written notice by the Customer, 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.

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7Sixth☐ OriginalSheet No. 21B☒ Revised

Canceling P.S.C. MO. No.

7Fifth☐ OriginalSheet No. 21B☒ RevisedFor Missouri Retail Service Area

## MPOWER RIDER Schedule MP

(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.

### 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 in the form of a check or bill credit as specified in the 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 contract term, the number of consecutive years under contract, and the Maximum Number of Curtailment Events. The Program Participation Payment for a Curtailment Season is equal to the per kilowatt of Curtailable Load rate as defined in the table below multiplied by the Maximum Number of Curtailment Events stated in the Customer's contract.

| Contract Term | # of Consecutive Years Under Contract | \$/kW of Curtailable Load |
|---------------|---------------------------------------|---------------------------|
| One year      | 1                                     | \$2.50                    |
| One year      | 2                                     | \$2.50                    |
| One year      | 3                                     | \$3.25                    |
| One year      | 4                                     | \$3.25                    |
| One year      | 5 or more                             | \$4.50                    |
| Three years   | 1 to 3                                | \$3.25                    |
| Three years   | 4                                     | \$3.25                    |
| Three years   | 5 or more                             | \$4.50                    |
| Five years    | Any                                   | \$4.50                    |

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.

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## MPOWER RIDER Schedule MP

(continued)

### CUSTOMER COMPENSATION: (continued)

**INITIAL PAYMENT:** Upon agreement with the Company, a Customer may receive a one-time payment to purchase specific equipment necessary to participate in the MPOWER Rider. The amount of any Initial Payment will be deducted from the net present value (NPV) of the Program Participation Payments expected under the contract as calculated by the Company. The Initial Payment amount, when subtracted from the NPV of the expected Program Participation Payments, may not result in an annual Program Participation Payment of less than \$2.50 per kilowatt of Curtailable Load per Curtailment Event.

**CURTAILMENT EVENT PAYMENT:** The Customer will also receive \$0.35 per kW of Curtailable Load for each Curtailment Hour during which the Customer's metered demand is less than or equal to the Customer's 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.

### 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 Curtailment Occurrence Payment: Customer will forfeit Curtailment Event Payment for every Curtailment Hour during which it fails to effect load reduction to its Firm Power Level or lower.

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 Rider for a period of two years from the date of the third failure.

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## MPOWER RIDER Schedule MP

(continued)

### 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 on this Rider 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 on Schedule MP.

### 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 Rider, 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.

### CURTAILMENT EXCESS OF CUSTOMER LOAD:

Upon Company's request and approval, the Customer may generate energy in excess of its load and deliver the excess energy to the Company. When excess energy is delivered to the Company during Company requested curtailments under this Rider, and with Company approval, such excess energy will be treated as negative energy consumption and will be measured to reduce the Customer's metered energy use for the month.

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