

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of Union Electric Company d/b/a        )  
Ameren Missouri’s 2<sup>nd</sup> Filing to Implement        )        File No.: EO-2015-0055  
Regulatory Changes in Furtherance of Energy        )  
Efficiency as Allowed by MEEIA                        )

**KANSAS CITY POWER & LIGHT COMPANY AND KCP&L GREATER MISSOURI  
OPERATIONS COMPANY’S RESPONSE**

COME NOW Kansas City Power & Light Company (“KCP&L”) and KCP&L Greater Missouri Operations Company (“GMO”) (collectively referred to as “KCP&L/GMO”) and for this response to the Non-Unanimous Stipulation and Agreement (“Ameren Non-Unanimous MEEIA 2 Stipulation”) filed on February 5, 2016, respectfully state as follows:

1. KCP&L/GMO is not a signatory to the Ameren Non-Unanimous MEEIA 2 Stipulation and files this response to advise the Commission and the parties of its position regarding the Ameren Non-Unanimous MEEIA 2 Stipulation.

2. The Ameren Non-Unanimous MEEIA 2 Stipulation differs from the stipulation filed in the KCP&L/GMO MEEIA 2 dockets (EO-2015-0240 and 0241) in a number of respects, but one is most significant to KCP&L/GMO. The Ameren Non-Unanimous MEEIA 2 Stipulation does not contain a Regulatory Flexibility provision which would allow Ameren to terminate all MEEIA 2 programs on 30 days’ notice due to changed circumstances that have materially negatively impacted the economic viability of such programs and result in forfeiture of the earnings opportunity. Inclusion of such a Regulatory Flexibility provision would simply recognize what the Commission has already acknowledged, namely that utility offering of demand-side programs is entirely voluntary under the terms of the MEEIA statute. Section 393.1075.4 RSMo; See *Report and Order*, In the Matter of Union Electric Company d/b/a Ameren Missouri’s 2<sup>nd</sup> Filing to Implement Regulatory Changes in Furtherance of Energy

Efficiency as Allowed by MEEIA, p. 6 and 16. KCP&L/GMO consider the Regulatory Flexibility provision as necessary for its offering of MEEIA 2 programs under the terms of its stipulation and this provision was an integral and indispensable element of KCP&L/GMO's willingness to enter into its MEEIA 2 stipulation. Although KCP&L/GMO consider the absence of a Regulatory Flexibility provision from the Ameren Non-Unanimous MEEIA 2 Stipulation to be unreasonable, its absence does not directly affect KCP&L/GMO and it would therefore not be reasonable for KCP&L/GMO to oppose the Ameren Non-Unanimous MEEIA 2 Stipulation on those grounds.

3. Likewise, it would not be reasonable to infer from this KCP&L/GMO non-opposition that KCP&L/GMO would be willing to provide MEEIA 2 programs without the regulatory flexibility provision that is included in its MEEIA 2 stipulation. To be clear, KCP&L/GMO will not offer MEEIA 2 programs without the Regulatory Flexibility provision that is included in its MEEIA 2 stipulation.

WHEREFORE, KCP&L/GMO respectfully offer this response.

Respectfully submitted,

*/s/ Roger W. Steiner*

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**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been hand delivered, emailed or mailed, postage prepaid, this 8<sup>th</sup> day of February, 2016, to all parties of record.

*/s/ Roger W. Steiner* \_\_\_\_\_

Roger W. Steiner