

FILED

JUL 2 1999

Mail Stop Code: 6-134
20 West Ninth Street
Kansas City, Missouri 64105-1711
816-467-3766
Fax: 816-467-8010

July 1, 1999

Missouri Public
Service Commission

UTILICORP UNITED

ENERGYONE

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Box 360
Jefferson City, MO 65102

Matt Tracy
Regulatory Services

ET-2000-7

Mr. Roberts:

Enclosed are three copies of the sheets listed below, for filing on behalf of Missouri Public Service, a division of UtiliCorp United Inc. ("Company"), implementing a Voluntary Load Reduction Rider ("VLR"). This tariff will allow customers with annual demands exceeding 500 kW to voluntarily reduce their loads at the request of Company, in exchange for a credit on their bills.

We request approval of these tariffs as quickly as possible, and specifically in less than thirty days. Pursuant to MO 4 CSR 240-2.065 (2), a rule for establishing a docketed case for a tariff, we state the following causes for such treatment:

- Company has a Curtailment Rider from which all customers have withdrawn, leaving Company with only the Electric Power and Energy Curtailment Plan ("Emergency Plan") as a means of reducing load during acute summer peak demand events.
- The summer electric peak demand season has begun, and delay in implementing the VLR will increase the probability of using the Emergency Plan.
- The VLR is voluntary, with customers choosing load reductions, and being compensated for them, as opposed to the Emergency Plan, which starts with uncompensated voluntary compliance, and proceeds to uncompensated mandatory compliance.
- The VLR is based on KCPL's VLR tariff, effective May 8, 1999, to minimize new issues regarding this tariff to the Commission, with the following changes:
 1. Availability - exclude customers on the Real Time Price Program.
 2. Availability - increase peak demand from KCPL's 100 kW, to 500 kW, which is less than UE's 1,000 kW.
 3. Term of Contract - reworded to allow customers to sign up from October 1 through December 31 for the following year.
 4. Previous Daily Peaks - changed from using the highest value, to the hour by hour load shape.

0000017

Page 2

July 1, 1999

5. Credit Amount - compare hour of requested Load Reduction against 90 percent of the corresponding hour of the Previous Daily Peaks, rather than against 80 percent of the Previous Daily Peak.
6. Company Equipment - offer Customer access to real time meter information software for \$75 per month.

PSC Mo. No. 2

Original Sheet No. 73

Original Sheet No. 74

Original Sheet No. 75

We are not filing a new index sheet because we filed a new index sheet with our Green Power filing, and because we are requesting expedited approval of these sheets. Depending on the timing and approval or disapproval of the various sheets, we will file an updated index sheet, or offer a substitute in the Green Power filing, reflecting the approved Company tariffs.

Thank you for your assistance in expediting the approval of these sheets.

Sincerely,

A handwritten signature in cursive script, appearing to read "Matt Tracy".

Matt Tracy
Senior Regulatory Analyst

Enclosures

cc: Office of the Public Counsel (2)

P.S.C. MO. No. _____

2

(Original)
(Revised)
(Original)
(Revised)

SHEET NO. 73

Cancelling P.S.C. MO. No. _____

SHEET NO. _____

MISSOURI PUBLIC SERVICE
KANSAS CITY, MO 64138

FOR: All Territory Served by Missouri Public Service

VOLUNTARY LOAD REDUCTION RIDER
ELECTRICAVAILABILITY

This Rider is available to any nonresidential Customer, except those on the Real Time Price Program, that has a peak demand in the past 12 months exceeding 500 kW and that has a contract with the Company for service under this Rider. Availability is further subject to the economic and technical feasibility of required metering equipment. The decision to execute a contract with any Customer under this Rider is subject to the sole discretion of the Company. The decision to reduce load upon request of the Company is subject to the sole discretion of each eligible Customer.

CONDITIONS

1. Term of Contract: Contracts under this Rider shall extend from the date the contract is signed until the immediate following September 30 after the date the Customer signs the contract. Execution of a contract between the Company and the Customer does not bind the Customer to reduce load in response to any specific Load Reduction request of the Company. However, a Customer's affirmative written response to Load Reduction requests, as described in the Notification Procedure section, determines the Load Reduction periods in which the Company will apply the billing provisions of this Rider for each Customer.
2. Notification Procedure: At its sole discretion, the Company may request that Customers having Voluntary Load Reduction contracts participate in Load Reduction during any period between May 1 and September 30, inclusive. Since the Company may not need maximum participation in every instance, not all Customers with contracts under this Rider must be notified of any specific Load Reduction request. At the time of requesting a period of Load Reduction, the Company also will notify Customers of the credit value per kWh of Load Reduction. After each request, a Customer desiring to participate in the requested Load Reduction must inform the Company in writing (including either fax or electronic mail) of the Customer's willingness to participate in the Load Reduction. Eligibility for a billing credit under this Rider shall be based upon the Company receiving such written notice within two hours of the time of the Company's request.
3. Previous Daily Peaks: The kW loads (on an average, fixed hourly basis) that the Customer used on the Company's system on the most recent non-holiday weekday on which no Voluntary Load Reduction was requested. Holidays are Memorial Day, Independence Day, and Labor Day, or any day celebrated as such.
4. Credit Amount: The amount of kWh eligible for Load Reduction credit shall be calculated as ninety (90) percent of the Previous Daily Peaks corresponding to the hours of the requested Load Reduction, minus the Customer's actual load in each respective hour, and sum across all hours. If these net kWh values, when multiplied by the credit per kWh, result in a negative total credit value for the billing month, no credit shall be applied to the bill. Credits for performance under this Rider shall appear as a part of the Customer's regular monthly billing and shall be applied before any applicable taxes. All other billing, operational, and related provisions of other applicable rate schedules shall remain in effect. Application of a credit for Voluntary Load Reduction shall be independent of the tariff pricing otherwise applicable.
5. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$75.00 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

Issued on _____ days' notice to the public and the commission under special permission of the Public Service Commission of Missouri, No. _____ of date _____.

DATE OF ISSUE: July 2, 1999

EFFECTIVE DATE: August 2, 1999

ISSUED BY: Gary Clemens, Regulatory Services

P.S.C. MO. No. _____

2

(Original)
(Revised)
(Original)
(Revised)

SHEET NO. 74

Cancelling P.S.C. MO. No. _____

SHEET NO. _____

MISSOURI PUBLIC SERVICE
KANSAS CITY, MO 64138

FOR: All Territory Served by Missouri Public Service

VOLUNTARY LOAD REDUCTION RIDER (CONTINUED)
ELECTRIC

FORM OF CONTRACT

This Agreement, made this _____ day of _____, by and between Missouri Public Service, a division of UtiliCorp United Inc., hereinafter referred to as the "Company", and

Customer name

Customer Account #

Address

Customer Contact

Electronic Mail

Telephone

Fax Telephone

Customer Contact (Alternate)

Electronic Mail

Telephone

Fax Telephone

hereinafter referred to as the "Customer".

WITNESSETH:

Whereas, the Company has on file with the Public Service Commission of the State of Missouri (Commission) a certain Voluntary Load Reduction Rider Schedule VLR (Rider), and;

Whereas, the Company has determined that the Customer meets the Availability provisions of the Rider, and;

Whereas, the Customer wishes to take electric service from the Company, and the Company agrees to furnish electric service to the Customer under this Rider and pursuant to all other applicable tariffs of the Company, and;

The Company and Customer agree as follows:

1. Electric Service to the Customer's Facilities shall be pursuant to the Voluntary Load Reduction Rider, all other applicable tariffs, and the Company's General Rules and Regulations Applying to Electric Service, as may be in effect from time to time and filed with the Commission.
2. Contracts under this Rider shall extend from the date the contract is signed until the immediate following September 30 after the date the Customer signs the contract. Customer acknowledges that any equipment required, except metering equipment necessary to ensure compliance under the Rider, shall be the obligation of the Customer.

Issued on _____ days' notice to the public and the commission under special permission of the Public Service Commission of Missouri, No. _____ of date _____

DATE OF ISSUE: July 2, 1999

EFFECTIVE DATE: August 2, 1999

ISSUED BY: Gary Clemens, Regulatory Services

P.S.C. MO. No. _____

2

(Original)

SHEET NO. 75

(Revised)

Cancelling P.S.C. MO. No. _____

(Original)

SHEET NO. _____

(Revised)

MISSOURI PUBLIC SERVICE
KANSAS CITY, MO 64138

FOR: All Territory Served by Missouri Public Service

VOLUNTARY LOAD REDUCTION RIDER (CONTINUED)
ELECTRIC

FORM OF CONTRACT (continued)

3. Participation in Load Reduction in response to any specific request is voluntary for the Customer. After each individual Load Reduction request directed specifically to the Customer, the Company must be notified in writing (including, but not limited to, fax or electronic mail), within two hours of the time of the Company's request, if the Customer desires to participate in that requested Load Reduction. Eligibility for a billing credit under this Rider shall be based upon the Company receiving such written notice on a timely basis.
4. Customer further acknowledges that this Agreement is not assignable voluntarily by the Customer, but shall nevertheless inure to the benefit of and be binding upon the Customer's successors by operation of law.
5. This Agreement shall be governed in all respects by the laws of the State of Missouri (regardless of conflict of laws provisions), and by the orders, rules and regulations of the Commission as they may exist from time to time. Nothing contained herein shall be construed as divesting, or attempting to divest, the Commission of any rights, jurisdiction, power or authority vested in it by law.

In witness whereof, the parties have signed this Agreement as of the date first written above.

Missouri Public Service
a division of
UtiliCorp United Inc.

Customer

By _____

By _____

Issued on _____ days' notice to the public and the commission under special permission of the Public Service Commission of Missouri, No. _____ of date _____.

DATE OF ISSUE: July 2, 1999

EFFECTIVE DATE: August 2, 1999

ISSUED BY: Gary Clemens, Regulatory Services