

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of the application of Kansas City Power)
& Light Company for variance from Promotional)
Practices Rule for good cause shown and for approval)
of Promotional Practices Sheet.)

CASE NO. EO-92-120

APPEARANCES:

William G. Riggins, Staff Attorney, P. O. Box 418679,
Kansas City, Missouri 64141-9679 for Kansas City
Power & Light Company.

Lewis R. Mills, Jr., First Assistant Public Counsel,
P. O. Box 7800, Jefferson City, Missouri 65102, for
the Office of the Public Counsel and the Public.

Eric B. Witte, Assistant General Counsel, P. O. Box 306,
Jefferson City, Missouri 65102, for the Missouri Public
Service Commission.

Hearing
Examiner:

Mark A. Grothoff

REPORT AND ORDER

On February 21, 1991, Kansas City Power & Light Company (KCPL) and Farmland Industries (Farmland) entered into a written agreement to cooperate in a thermal storage project. On December 2, 1991, KCPL filed an application with the Commission requesting a variance from the promotional practices rule (Chapter 14) and approval of Promotional Practices Sheet No. 1.13A. The requested variance would allow KCPL to assist Farmland in the installation of a thermal storage system at Farmland's corporate headquarters.

On March 3, 1992, KCPL, the Staff of the Commission (Staff), and the Office of the Public Counsel (OPC) entered into a Stipulation and Agreement. The Stipulation and Agreement was filed by the parties for Commission consideration on March 3, 1992.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact:

KCPL is a regulated public utility in Missouri primarily engaged in providing electric service to customers in its Missouri service area. On February 21, 1991, KCPL and Farmland entered into a written agreement to cooperate in a thermal storage project. On December 2, 1991, KCPL filed an application with the Commission requesting a variance from the promotional practices rule (Chapter 14) and approval of Promotional Practices Sheet No. 1.13A.

The requested variance would allow KCPL to assist Farmland in the installation of a thermal storage system at Farmland's corporate headquarters. KCPL would make a one-time \$50,000 payment to Farmland. KCPL would also change the basis upon which it determines Farmland's billing demand.

In return for KCPL's assistance, Farmland would provide KCPL with the design characteristics and costs of the thermal storage project, and would allow KCPL to submeter the demand and energy use of the system. KCPL would give Staff, OPC, and KCPL-sponsored customers access to this information, and would invite them to inspect the thermal storage facilities at Farmland.

On March 3, 1992, KCPL, Staff and OPC filed a Stipulation and Agreement (Attachment A to this Report and Order and incorporated herein by reference) which proposed to settle all issues in this case. Within the Stipulation and Agreement, the parties requested the Commission approve KCPL's application, including Promotional Practices Sheet No. 1.13A; Tariff Sheet No. 35; Tariff Sheet No. 1.70; and Tariff Sheet No. 1.04B. The parties also requested the Commission direct KCPL to file tariffs consistent with the Tariff Sheet Nos. 35, 1.70 and 1.04B with an effective date of March 16, 1992.

The Stipulation and Agreement provides that within 90 days of the approval of KCPL's application, KCPL will provide to Staff and OPC:

- 1) the basis for KCPL's choice of thermal storage technology as a potential demand-side resource;
- 2) the basis for KCPL's support of the installation at Farmland;
- 3) a projection of Farmland's costs and benefits;
- 4) a projection of KCPL's production costs and savings, capacity savings, net change in on-peak and off-peak sales, and the cost of conducting the experiment;
- 5) a list of other thermal storage projects considered by KCPL and the respective reasons for not pursuing them; and
- 6) KCPL's evaluation plan for the thermal storage project.

In addition, KCPL will provide Staff and OPC any other information pertaining to the thermal storage project that Staff or OPC specify provided that the request is made within 120 days of the approval of KCPL's application and KCPL is able to comply with the request. Under the Stipulation and Agreement, the Commission would resolve any dispute concerning this provision.

The Stipulation and Agreement also provides that by December 31 of each of the first four years during which Farmland operates the thermal storage system, KCPL shall provide to Staff and OPC data for demand and energy use measured each hour with an electronic meter throughout the period of use for the thermal storage unit and the entire building cooled by the unit. Additionally, within 120 days after the end of the second full cooling season after Farmland begins operating the thermal storage system, KCPL will provide Staff and OPC with a report on the thermal storage project.

KCPL has agreed to enforce its rights under its agreement with Farmland, and to not consent to any alteration of that agreement that would reduce Farmland's duties to Staff and OPC under that agreement. Further, KCPL

will not request, prior to its next general rate case, that any portion of the financial contribution to Farmland be recognized in rate base or operating expenses for purposes of establishing revenue requirements.

The Commission has reviewed the application and the Stipulation and Agreement in this matter. The thermal storage project allows the collection of data which could lead to the provision of more efficient electric service in the future. In addition, the conditions set forth in the Stipulation and Agreement are fair and equitable. The Commission finds that approval of the Stipulation and Agreement is just and reasonable.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law:

The Commission has jurisdiction over this matter pursuant to Sections 386 and 393, RSMo 1986, as amended. The standard for Commission approval of the Stipulation and Agreement is whether it is just and reasonable.

The Commission may approve a stipulation of the issues in this case if it finds that the stipulation is just and reasonable. The Commission has so found and therefore concludes that the Stipulation and Agreement should be approved. The Commission also considers the conditions of the Stipulation and Agreement to be beneficial for purposes of protecting the public interest in the future.

IT IS THEREFORE ORDERED:

1. That the Stipulation and Agreement filed in this case (Attachment A), including Promotional Practices Sheet No. 1.13A, Tariff Sheet No. 35, Tariff Sheet No. 1.70, and Tariff Sheet No. 1.04B, is hereby approved and adopted.

2. That Kansas City Power & Light Company's application for a variance from the promotional practices rule (Chapter 14) is hereby granted.

3. That Kansas City Power & Light Company shall file with the Commission tariffs consistent with the Stipulation and Agreement (Attachment A) to be effective for service on and after March 16, 1992.

4. That nothing in this Report and Order shall be considered as a finding by the Commission of the reasonableness of the expenditures herein involved, or of the value for ratemaking purposes of any properties herein involved, nor as an acquiescence in the value placed upon said properties by Kansas City Power & Light Company.

5. That the Commission reserves the right to consider the ratemaking treatment to be afforded these transactions, and their resulting cost of capital, in any later rate proceeding.

6. That this Report and Order shall become effective on March 16, 1992.

BY THE COMMISSION



Brent Stewart
Executive Secretary

(S E A L)

McClure, Chm., Mueller, Perkins,
and Kincheloe, CC., Concur.
Rauch, C., Absent.

Dated at Jefferson City, Missouri,
on this 6th day of March, 1992.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application)
of Kansas City Power & Light)
Company for Variance from)
Promotional Practices Rule for) Case No. EO-92-120
Good Cause Shown and for Approval)
of Promotional Practices Sheet.)

STIPULATION AND AGREEMENT

COMES NOW Kansas City Power & Light Company (KCPL), the Staff of the Missouri Public Service Commission (Staff), and the Office of the Public Counsel (Public Counsel), who stipulate and agree as follows:

On December 2, 1991, KCPL filed with the Commission an Application requesting a variance from the promotional practices rule and approval of Promotional Practices Sheet No. 1.13A. The requested variance would allow KCPL to assist Farmland Industries (Farmland) to install thermal storage at Farmland's corporate headquarters. KCPL would make a one-time payment to Farmland in the amount of \$50,000. KCPL also would change the basis upon which it determines Farmland's billing demand. In return for KCPL's assistance, Farmland would provide KCPL with the design characteristics and costs of the thermal storage project, and would allow KCPL to submeter the demand and energy use of the system. KCPL would give the Staff, the Public Counsel and KCPL-sponsored customers access to this information, and would invite them to inspect the thermal storage facilities at Farmland.

On February 21, 1991, KCPL and Farmland entered into a written agreement, attached hereto as Exhibit A. This agreement

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MAR 3 1992

binds Farmland to participate in the thermal storage project until the fourth anniversary of the date upon which Farmland begins operation of the thermal storage system.

KCPL, the Staff and the Public Counsel have reached an agreement regarding this matter and submit the following to the Commission for its consideration and approval:

1. The parties request the Commission to approve, subject to the undertakings and commitments of KCPL contained in Paragraph 2 of this Stipulation and Agreement, the Application, including Promotional Practices Sheet No. 1.13A; Tariff Sheet No. 35, attached hereto as Exhibit B; Tariff Sheet No. 1.70, attached hereto as Exhibit C; and Tariff Sheet No. 1.04B, attached hereto as Exhibit D. The parties request the Commission to direct KCPL to file tariff sheets consistent with Exhibits B, C and D that bear an effective date of March 16, 1992. KCPL requests, and the Staff and the Public Counsel have no objection, that said tariff sheets shall go into effect for service rendered on or after March 16, 1992.

2. Should the Commission approve the Application, Promotional Practices Sheet No. 1.13A, and Tariff Sheets Nos. 35, 1.70 and 1.04B, KCPL hereby commits and undertakes the following:

a. KCPL shall provide to the Staff and to the Public Counsel, within 90 days of the approval of the Application, Promotional Practices Sheet and Tariff Sheets, i) the basis for KCPL's choice of thermal storage technology as a potential demand-side resource, including any studies, calculations or estimates relied upon, ii) the basis for KCPL's support of this installation

at Farmland, including any studies, calculations or estimates relied upon, iii) a projection of Farmland's costs and benefits, iv) a projection of KCPL's production costs and savings, capacity savings, net change in on-peak and off-peak sales, and the cost of conducting the experiment, v) a list of other thermal storage projects considered by KCPL, and the respective reasons for not pursuing them, and vi) KCPL's evaluation plan for the thermal storage project.

b. KCPL shall collect and convey to the Staff and Public Counsel such other categories of data pertaining to the thermal storage project that the Staff or Public Counsel shall specify, provided that i) Staff or Public Counsel make the request within 120 days of the approval of the Application, Promotional Practices Sheet, and Tariff Sheets, and ii) KCPL is able to comply with the request. The Commission shall resolve any dispute between KCPL, the Staff and Public Counsel about the interpretation of this provision.

c. KCPL shall provide to the Staff and to the Public Counsel, by December 31 of each of the first four years during which Farmland operates the thermal storage system, data for demand and energy use measured each hour throughout the period of use for i) the thermal storage unit, and for ii) the entire building cooled by the unit. KCPL shall collect the data with an electronic meter.

d. KCPL shall provide to the Staff and to the Public Counsel, within 120 days after the end of the second full cooling season after Farmland begins operating its thermal storage system,

a report on the thermal storage project. This report shall convey KCPL's conclusions about the results of the project at Farmland, and the feasibility of thermal storage as a demand-side option within KCPL's service territory generally. The report shall convey Farmland's purchase and installation costs, Farmland's maintenance costs, and KCPL's avoided costs associated with this project. If the data analyzed in the report does not cover two full cooling seasons, the Staff may ask KCPL to analyze additional data.

e. KCPL shall enforce its rights under its agreement with Farmland, and will not consent to any alteration of the agreement that would reduce Farmland's duty i) to disclose to the Staff and to Public Counsel how Farmland evaluates heating/ventilation/air conditioning (HVAC) systems, the cost of buying and installing the thermal storage system, and the cost of maintaining the system, ii) to permit the Staff and Public Counsel to inspect the thermal storage facilities during installation and throughout the period of the experiment, iii) to permit KCPL to install measuring devices and collect data on the system, and iv) otherwise to cooperate with the thermal storage project.

f. KCPL will not request, prior to its next general rate case, that any portion of the financial contribution to Farmland be recognized in ratebase or operating expenses for purposes of establishing revenue requirements.

3. Expeditious approval of KCPL's Application and Tariff Sheets would enhance Farmland's ability to have the thermal storage system operational for the 1992 cooling season.

4. None of the parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any question of Commission authority, ratemaking principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation, cost recovery, or prudence, that may underlie this Stipulation and Agreement, or any of the terms or conditions of the Promotional Practices Sheet or Tariff Sheets.

5. The Staff shall have the right to submit to the Commission, in memorandum form, an explanation of its rationale for entering into this Stipulation and Agreement and to provide to the Commission whatever further explanation the Commission requests. Such memorandum shall not become a part of the record of this proceeding and shall not bind or prejudice the Staff in any further proceeding or in this proceeding in the event the Commission does not approve the Stipulation and Agreement. It is understood by the signatories hereto that any rationales advanced by the Staff in such a memorandum are its own and are not acquiesced in or otherwise adopted by KCPL or Public Counsel.

6. The agreements contained in this Stipulation and Agreement have resulted from extensive negotiations by the signatory parties and are interdependent. This Stipulation and Agreement shall be void and none of the signatory parties to this Stipulation and Agreement shall be prejudiced, bound, or in any way affected by the terms of this Stipulation and Agreement in the event the Commission does not approve and adopt this Stipulation and Agreement, or in

the event that the Tariff Sheets agreed to herein and attached hereto as Exhibits B, C and D do not become effective in accordance with the provisions contained herein.

7. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the signatory parties hereto waive any respective rights which they may have to request a hearing in this proceeding or to seek judicial review pursuant to Sections 393.150 and 386.510 RSMo 1986 with respect to all matters addressed in this Stipulation and Agreement. This waiver applies only to a Commission order issued in this proceeding, and does not apply to any matters raised in any subsequent Commission proceeding, any matters not explicitly addressed by this Stipulation and Agreement, or any or all possible issues concerning the Farmland thermal storage project that might be raised in KCPL's next general rate case.

WHEREFORE, KCPL, the Staff, and Public Counsel request that the Commission issue an order: i) approving the Application, including Promotional Practices Sheet No. 1.13A, and ii) approving and adopting the Stipulation and Agreement in its entirety,

including directing KCPL to file Tariff Sheets No. 35, 1.70 and 1.04B consistent with Exhibits B, C and D attached hereto with an effective date of March 16, 1992.

Respectfully submitted,
Kansas City Power & Light Company

By Bill G. Riggins *by E.W.*
William G. Riggins

Date 3/3/92

Staff of the Missouri Public Service Commission

By Eric B. Witte
Eric B. Witte

Date 3/3/92

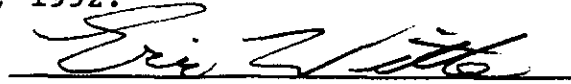
Office of the Missouri Public Counsel

By Lewis R. Mills, Jr.
Lewis R. Mills, Jr.

Date 3-3-92

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 3rd day of March, 1992.



Attachments

Exhibit A: Agreement between KCPL and Farmland

Exhibit B: Thermal Storage Rider

Exhibit C: Promotional Practices Page to be included in tariff

Exhibit D: Amended index, adding Promotional Practices section

AGREEMENT BETWEEN
KANSAS CITY POWER & LIGHT COMPANY
AND
FARMLAND INDUSTRIES

This Agreement, dated this 21 day of February, 1992, is made and entered into by and between Kansas City Power & Light Company (KCPL) and Farmland Industries (Farmland).

WITNESSETH:

Whereas, KCPL is a regulated public utility engaged in the production and transmission of electric power and energy and the distribution and sale thereof in portions of Missouri and Kansas, with its principal place of business located at 1330 Baltimore Avenue, Kansas City, Missouri 64105; and

Whereas, KCPL desires to obtain information regarding the feasibility of thermal storage projects and to test the concept of thermal storage; and

Whereas, Farmland, with its corporate headquarters located at 3315 North Oak Trafficway, Kansas City, Missouri 64116, is a customer of KCPL; and

Whereas, Farmland is interested in installing a thermal storage system at said corporate headquarters;

Now, therefore, in consideration of the covenants and promises herein contained, the parties agree as follows:

ARTICLE I

RESPONSIBILITIES OF FARMLAND

Farmland makes the following commitments pursuant to this Agreement:

- A. Farmland will build and operate a thermal storage system at its corporate headquarters;
- B. Farmland will provide to KCPL the following information: the design characteristics and costs (including purchase, installation, and maintenance costs) of the system that is selected and installed; the design characteristics and costs of systems that are

considered but not selected, and; Farmland's evaluation procedure and decisional criteria regarding HVAC systems for its corporate headquarters;

- C. Farmland will allow KCPL to submeter the demand and energy use of the thermal storage system and other building equipment;
- D. Farmland will allow KCPL to utilize the system as an "exhibit." This shall include, but not be limited to, site visits by KCPL representatives, Missouri Public Service Commission (MPSC) and Missouri Office of Public Counsel (MOPC) staff, and KCPL-sponsored customers interested in thermal storage;
- E. If the corporate headquarters of Farmland moves to a different facility within four years of the date that the thermal storage system begins operation, or if Farmland discontinues operation of the thermal storage system during said four-year period, this Agreement will terminate. Farmland will provide to KCPL prompt written notice of either such occurrence. Upon termination, Farmland will pay to KCPL an amount determined by the following formula; $\$50,000 - (\$1,041.67 \times \text{the number of months the system was in operation at Farmland's corporate headquarters})$;
- F. Farmland will not operate its existing chiller during on-peak periods (12 p.m. to 8 p.m. Monday through Friday (except holidays). The existing chiller shall be used only to supplement cooling loads during off-peak periods when the new chiller is producing ice. If the existing chiller is used during on-peak periods, demand charges will be calculated in accordance with Schedule PL, and the exception to the billing requirements of Schedule PL, as described in Article II B of this Agreement, shall not apply.

Farmland expressly consents and agrees that any information provided to KCPL under Paragraph B of this Article, and any data collected by KCPL pursuant to Paragraph C of this Article, may be provided to MPSC and MOPC staff, and KCPL-sponsored customers interested in thermal storage.

ARTICLE II

RESPONSIBILITIES OF KCPL

KCPL makes the following commitments pursuant to this Agreement:

- A. Contingent upon approval from the MPSC, KCPL will pay to Farmland \$50,000. Such payment shall be made upon receipt of MPSC approval;
- B. Contingent upon approval from the MPSC, and upon written notification by Farmland that the thermal storage system has been installed and is operational, KCPL will change the method by which Farmland's billing demand is calculated. Specifically, Farmland will continue to be billed under Schedule PL except that, in the Summer Season, the billing demand each month will be the highest demand that occurs that month during the period 12 p.m. to 8 p.m., Monday through Friday (except holidays). Said change shall be effective as of the date of said written notification.
- C. With regard to the activities described in Article I D of this Agreement, KCPL will indemnify and save harmless Farmland from all loss, cost, attorney fees, injury or damage to persons or property of Farmland and/or of KCPL, its employees, agents, customers or invitees, arising in any way from or as a result of visiting the said Farmland site if such loss, cost, attorneys fees, injury or damage to persons or property results directly from the fault, including negligence, of KCPL, its employees, agents, customers or invitees.

ARTICLE III

MISCELLANEOUS PROVISIONS

Section A. Effective Date. This Agreement shall be in full force and effect as of the date first above written but shall not become operative until and unless the MPSC approvals referenced in Article II are obtained. If those approvals are not obtained, this Agreement shall become null and void.

Section B. Term of Agreement and Cancellation. The term of this Agreement shall extend to the fourth annual anniversary of the date upon which the thermal storage system becomes operational. This date shall be established by written notice by Farmland to KCPL. Prior to such fourth annual anniversary, this Agreement may be canceled at any time by mutual consent of the parties. This cancellation provision is in addition to the activities described in Article I E of this Agreement that result in termination of this Agreement. If the Agreement is canceled by mutual consent pursuant to this Section, Farmland will pay to KCPL an amount calculated according to the formula set forth in Article I E of this Agreement.

Section C. Applicable Law. This Agreement shall be deemed an agreement made in the State of Missouri for all purposes and will be governed by and construed according to the law of that State.

Section D. Headings. The headings to the respective sections and paragraphs of this Agreement are inserted for the convenience of the parties and are neither to be taken to be any part of the provisions hereof nor to control or affect their meaning, construction or effect.

Section E. Entire Agreement. This written Agreement contains the entire agreement and understanding between the parties hereto in respect to the subject matter, and there are no other understandings or agreements between the parties in respect thereto. This Agreement may not be amended except by an instrument in writing signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Kansas City Power & Light Company

By Ch Cole

Title Vice President-Customer Services

Farmland Industries

By John Dunbar

Title Chief Engineer

FORM NO. 13

P. S. C. MO. No. 6

{ Original } SHEET No. 35
{ Revised }

Cancelling P. S. C. MO. No.

{ Original } SHEET No.
{ Revised }

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For Rate Area No. 1-Urban Area &

Community, Town or City

Rate Area No. 3-Suburban Area

THERMAL STORAGE RIDER
Schedule TS

AVAILABILITY

This Rider shall be available to all customers with installations of Thermal Storage Systems who are currently receiving or have requested service under any of the following rate schedules: GL, GA or PL.

DETERMINATION OF DEMAND

For customers with Thermal Storage Systems the billing demand for any month included in the summer season, shall be the highest demand indicated in any 30 minute interval in that month during the period noon to 8 p.m., Monday through Friday (except holidays). All other terms and conditions of the customers service schedule shall continue.

TERMINATION

Termination of service under this rider shall occur if the customer discontinues operation of the Thermal Storage System.

KCPL Form 661H002 (Rev 4/88)

DATE OF ISSUE _____
month day year

DATE EFFECTIVE _____
month day year

ISSUED BY B. J. Beaudoin
name of officer

Vice President
title

1330 Baltimore, Kansas City, Mo.
address

FORM NO. 13

P. S. C. MO. No. 2

{ Original }
{ Revised }

SHEET No. 1.70

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

{ Original }
{ Revised }

SHEET No. _____

KANSAS CITY POWER & LIGHT COMPANY

Name of Issuing Corporation or Municipality

For Rate Area No. 1-Urban Area &
Community, Town or City
Rate Area No. 3-Suburban Area

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

(continued)

20. PROMOTIONAL PRACTICE WAIVERS

20.01 FARMLAND INDUSTRIES THERMAL STORAGE PROJECT

VARIANCES:

THE COMPANY WILL:

1. Provide a one-time payment to Farmland Industries (Farmland), in the amount of \$50,000, to assist Farmland in installing a thermal storage system at its corporate headquarters, located at 3315 North Oak Trafficway, Kansas City, Missouri;
2. Calculate Farmland's billing demand during the Summer Season as the highest demand that occurs that month during the period 12 p.m. to 8 p.m., Monday through Friday (except holidays).

KCPL Form 661H002 (Rev 4/88)

DATE OF ISSUE _____
month day year

DATE EFFECTIVE _____
month day year

ISSUED BY B. J. Beaudoin Vice President 1330 Baltimore, Kansas City, Mo.
name of officer title address

FORM NO. 13

P. S. C. MO. No. 2

Third

{ Original Revised }

SHEET No. 1.04B

Cancelling P. S. C. MO. No. 2

Second

{ Original Revised }

SHEET No. 1.04B

KANSAS CITY POWER & LIGHT COMPANY
Name of Issuing Corporation or Municipality

For Rate Area No. 1-Urban Area &
Community, Town or City
Rate Area No. 3-Suburban Area

GENERAL RULES AND REGULATIONS
APPLYING TO ELECTRIC SERVICE

(continued)

18. LEVELIZED PAYMENT PLAN

- .01 Availability
- .02 Eligibility
- .03 Election
- .04 Rate
- .05 Adjustment
- .06 Termination
- .07 General Rules and Regulations Applicable
- .08 Expiration

19. AVERAGE PAYMENT PLAN

- .01 Availability
- .02 Election
- .03 Rate
- .04 Payment
- .05 Termination
- .06 General Rules & Regulations Applicable

20. PROMOTIONAL PRACTICE WAIVERS

- .01 Farmland Industries Thermal Storage Project

KCPL Form 661H002 (Rev 4/88)

DATE OF ISSUE _____
month day year

DATE EFFECTIVE _____
month day year

ISSUED BY B. J. Beaudoin Vice President 1330 Baltimore, Kansas City, Mo.
name of officer title address

Service List for Case No. EO-92-120

Mr. Steven W. Cattron
Director-Regulatory Affairs
Kansas City Power & Light Company
1330 Baltimore, P.O. Box 418679
Kansas City, MO 64141

Mr. William G. Riggins
Staff Attorney
Kansas City Power & Light Company
1330 Baltimore Avenue
Kansas City, MO 64105

Office of the Public Counsel
Lewis R. Mills, Jr.