

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

|   |   |                       |
|---|---|-----------------------|
| In the Matter of Union Electric Company d/b/a | ) |                       |
| AmerenUE's Tariff Establishing an Industrial  | ) | Case No. ET-2007-0459 |
| Demand Response Program.                      | ) |                       |

**RESPONSE OF MISSOURI ENERGY GROUP TO  
AMERENUE'S RESPONSE TO COMMISSION ORDER  
RESPECTING AMERENUE'S REVISED INDUSTRIAL  
DEMAND RESPONSE PROGRAM TARIFF**

COMES NOW the Missouri Energy Group ("MEG") and hereby responds to Ameren's Response to Commission Order Respecting AmerenUE's Revised Industrial Demand Response Program Tariff dated July 2, 2007 and states as follows:

1. On May 22, 2007, the Missouri Public Service Commission ("Commission") issued its Report and Order in Case No. ER-2007-0002 wherein it directed AmerenUE to submit a revised IDR tariff, including an evaluation plan, within 30 days of the effective date of the order.
2. On May 31, 2007, the Commission opened a new docket, Case No. ET-2007-0459 and ordered Ameren's revised IDR tariff be filed in the new docket.
3. On July 2, 2007, AmerenUE filed its IDR Tariff draft as an attachment to its *Response of Union Electric Company d/b/a AmerenUE to Commission Order Respecting AmerenUE's Revised Industrial Demand Response Program Tariff*.
4. On July 9, 2007, the Missouri Energy Group ("MEG") filed its Application to Intervene in this case. That Application to Intervene is still pending.

5. AmerenUE's IDR tariff was filed with a 90-day effective date to allow the interested parties an opportunity to continue discussions on the appropriate parameters of the tariff. Also included with AmerenUE's IDR tariff filing were 23 paragraphs of "relevant background and discussion."<sup>1</sup>

6. In its Response, AmerenUE frequently uses artistic license to present the current status of discussions with other parties and comparison of other utilities' IDR tariffs. There will be ample time to have further negotiations with all parties toward a goal of developing a tariff on which everyone can agree; so in the interest of brevity, we will touch on only the more egregious errors in AmerenUE's Response.

7. AmerenUE indicates that the IDR tariff filed in this case reflects a "substantial number of the revisions that MEG had urged AmerenUE to make during the rate case"<sup>2</sup> However, AmerenUE's filed tariff barely meets half of MEG's requested revisions.

MEG's requested revisions in its Post-hearing Brief in the rate case are:

- (a) increase the demand credit to \$3.33/kW per month;
- (b) modify the start date to enable customers to sign up immediately upon Commission approval of the tariff;
- (c) extend the length of the pilot to at least 3 years;
- (d) require that any interruption less than an hour be counted as an hour;
- (e) notice period for the impending interruption should be no less than 60 minutes
- (f) a full evaluation of the IDR pilot at the end of the pilot period

AmerenUE readily admits that it does not meet revision (a) except in one of its tiers; MEG agrees with AmerenUE's statement that its filed tariff in this case meets revisions (b) and (c). As for (d), while MEG requested that any interruption less than an hour be counted as an hour, Ameren's filed tariff indicates that there will be no interruption less than an hour. This

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<sup>1</sup> AmerenUE Response dated July 2, 2007 at 1

<sup>2</sup> Id. at 2

revision is obviously not the same as that requested by MEG and it is inaccurate to characterize it as so. When referencing the notice period under revision (e), AmerenUE does provide a one-hour interruption, but the credit is so far from reasonable that, even with a one-hour notice period, the tariff is not beneficial. AmerenUE has indicated that it will perform an evaluation of the IDR pilot at the end of the pilot period as noted under revision (f) but has given no structure as to how it will perform this evaluation. In fact, AmerenUE's tariff in this case describes a **plan to develop a plan** in its 2008 Integrated Resource Plan filing, which is due before the IDR pilot is through one year of its three-year time limit. This "plan to develop a plan" is also in direct contradiction to the Commission's Order in ER-2007-0002 directing AmerenUE to "submit a revised tariff **including an evaluation plan** within 30 days from the effective date of this order."<sup>3</sup>

8. In the IDR tariff filed in this case, AmerenUE presents a tiered system and indicates that MEG did not contemplate more than one tier in the rate case.<sup>4</sup> AmerenUE did not contemplate more than one tier in the rate case either. In fact, it was not until MEG had provided the IDR tariffs of three other utilities (see Exhibits 1, 2, and 3—KCPL MPOWER Rider (KS), Westar Interruptible Service Rider, and TVA Flat Price Interruptible, respectively) at AmerenUE's request, that AmerenUE offered the tiered system. While it would be reasonable to expect that a utility of AmerenUE's size and experience would review tariffs of other area utilities when devising its own if it were hoping to develop a valid tariff, AmerenUE apparently did not do that. KCPL has a tariff that is virtually identical in Missouri (see Exhibit 4). Westar and TVA are in the process of updating their tariffs and increasing the credits, and MEG will provide those updated tariffs as soon as they are available.

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<sup>3</sup> Commission's Final Report and Order in ER-2007-0002 at 104 (emphasis added)

9. KCPL in Missouri also participates in Midwest Independent System Operator, Inc.; but as Exhibit 4 shows, KCPL is able to provide reasonable credits while still giving up to four hours' advance notice of an interruption.

10. When comparing AmerenUE's filed tariff in this case with the IDR tariffs of other utilities (See Exhibits 1-4), AmerenUE neglects to note that under the KCPL tariffs, for the one- and three-year contract options, the curtailment season is only the five month period of May-October, while the five-year contract option is the only one with a twelve-month curtailment season. The proper range for the table on page 9 for KCPL's capacity payment is \$3.17 to \$5.20/kW/month. When using these corrected numbers, it is clear that AmerenUE's tariff is the least desirable of them all, as its capacity payment is only one step above the lowest capacity payment--Westar's \$3/kW/month. Furthermore, Westar's tariff provides 2 hours' notice compared to AmerenUE's ten minute notice.

11. AmerenUE states that it "strives to achieve equal treatment"<sup>5</sup> when designing or valuing demand-side resources. However, the tariff as presented does not achieve equal treatment in that the demand credits AmerenUE has recommended are not equivalent. Furthermore, AmerenUE states that "demand response is comparable to combustion turbine generators (CTGs)" and that "the actual value—in dollars—of the interruptible resource depends upon the degree to which the demand side resource approximates the supply side resource to which it is being compared."<sup>6</sup> In ER-2007-0002, the value of AmerenUE's CTGs was contested by several intervenors. The Commission ruled in favor of the utility. Therefore, the values that AmerenUE should use to calculate the demand credit, so as to approximate an interruptible

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<sup>4</sup> Id. at 4

<sup>5</sup> Id. at 4

<sup>6</sup> Id. at 4-5

customer with a CTG, should be based on the Commission's ruling. In addition, in accordance with AmerenUE's CTG equivalency recommendation, the credit paid to an interruptible customer when interrupted (i.e. the per kWh credit for actual hours of interruption) should be equivalent to the running cost of a CTG. The \$0.08/kWh that the Company suggests assumes a flat gas cost. The MEG suggests that a better approximation is the average heat rate of AmerenUE's recently purchased CTGs times the actual gas cost plus a small transportation fee. This meets AmerenUE's equivalency recommendation.

12. MEG submits that the following tiered arrangement is more in line with other area utilities' IDR programs:

| <u>Demand Credit</u> | <u>Maximum Hours of Interruption</u> | <u>Notice</u> |
|----------------------|--------------------------------------|---------------|
| \$3.55/kW            | 200                                  | 20 minutes    |
| \$3.25/kW            | 175                                  | 1 hour        |
| \$3.00/kW            | 150                                  | 1 hour        |
| \$2.75/kW            | 125                                  | 1 hour        |
| \$2.50/kW            | 100                                  | 1 hour        |

13. AmerenUE's demand credits do not reflect the true value of their recently purchase CTG capacity. Attached as Exhibit 5 is the MEG Calculation of the Interruptible Demand Credit for the first tier, based on AmerenUE's actual cost for the recently purchased CTGs. MEG's recommendation, Exhibit 5, reflects a reduced demand credit as the notice period increases to reflect the lower value of increased notice time.

14. AmerenUE attempts to rationalize its goal of having the shareholders avoid any costs of the IDR by placing the costs in a regulatory asset account<sup>7</sup> but curiously does not indicate how it intends to treat savings realized from the IDR tariff. Additionally, AmerenUE filed a tariff in ER-2007-0002 that proposed a \$2/kW/month credit for 100MW of interruptible power for two years. Accordingly, it could be extrapolated that AmerenUE had anticipated

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<sup>7</sup> Id at 9-12

spending \$2.4 million per year or \$4.8 million total for two years for the IDR tariff, assuming AmerenUE believed its proposed tariff to be reasonable enough that its customers would sign up for it. Was this \$4.8 million buried in AmerenUE's rate increase request or did it intend for that to be paid by shareholders? Where is that \$4.8 million now?

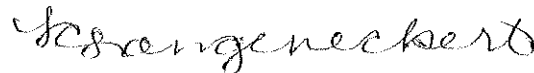
15. MEG also anticipates that details such as maximum number of curtailments per year and maximum number and hours of curtailments per day and per week will be able to be worked out among the parties.

16. AmerenUE has been told by all the parties participating in the IDR discussions that its tariff parameters are not reasonable, yet it filed the tariff anyway. One is left to wonder whether AmerenUE truly wants a workable IDR tariff for which its customers will apply. That question will likely be answered between now and September 30, 2007.

WHEREFORE, MEG files this Response to Ameren's Response to Commission Order Respecting AmerenUE's Revised Industrial Demand Response Program Tariff.

Respectfully Submitted,

THE STOLAR PARTNERSHIP LLP



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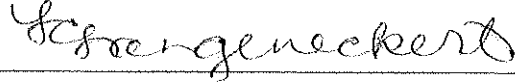
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Attorney for Missouri Energy Group

CERTIFICATE OF SERVICE

Pursuant to 4 CSR 240-2.080 of the Commission's Rules of Practice and Procedure, I hereby certify that I have this day caused a copy of the foregoing to be served on all persons on the official service list in Docket No. ER-2007-0002 by electronic means or by U.S. mail, postage prepaid.

Dated at St. Louis, Missouri this 12th day of July, 2007

A handwritten signature in cursive script, reading "L. Langeneckert", written over a horizontal line.

Lisa C. Langeneckert

EXHIBIT 1

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE 76

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 1

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed March 28, 2003

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 6 Sheets

MPOWER RIDER  
Schedule MP

06-KCPE-809-TAR  
Approved

Kansas Corporation Commission  
September 25, 2006  
/s/ Susan K. Duffy

PURPOSE:

This voluntary Rider is intended 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 Kansas Corporation Commission in Docket No. 04-KCPE-1025-GIE.

AVAILABILITY:

This Program is available to any Customer currently receiving or requesting service under any generally available non-residential rate schedule. The Customer must have load curtailment capability of at least 200 kW during the Curtailment Season 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 Peak Load Curtailment Credit (PLCC). References to PLCC found in other tariffs shall be considered references to MPOWER. PLCC contracts existing at the time of approval of this MPOWER Rider will be honored.

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. Economic reasons may include any occasion 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.

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 years, 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 May through September for a one-year or three-year contract. The Curtailment Season for a five-year contract is January through December. The Curtailment Season will exclude New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or the days celebrated as such.

CURTAILMENT HOURS:

Curtailment Hours are the hours of 12:00 noon through 10:00 pm, Monday through Friday, during the Curtailment Season.

Issued: June 29, 2006  
Month Day Year

Effective: SEP 25 2006  
Month Day Year

By: Chris Giles Vice President  
Title

FILED

THE STATE CORPORATION COMMISSION OF  
KANSAS

By:

Secretary



KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 2

Rate Areas No. 2 &amp; 4

(Territory to which schedule is applicable)

which was filed

March 28, 2003

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 2 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

(Continued)

**CURTAILMENT NOTIFICATION:**

Customers agreeing to a one-year contract will receive curtailment notification a minimum of four hours prior to the start time of a curtailment. Customers agreeing to a three-year contract will receive curtailment notification a minimum of two hours prior to the start time of a curtailment. Customers agreeing to a five-year contract will receive curtailment notification a minimum of one hour prior to the start time of a curtailment.

**CURTAILMENT LIMITS:**

The number of curtailments per Customer shall not exceed twenty-five (25) separate occurrences per year for a one-year or three-year contract. The number of curtailments per Customer shall not exceed thirty (30) separate occurrences per year for five-year contracts. Each occurrence shall be no less than two hours and no more than eight hours per day and no more than one occurrence will be required per day. The Company may call a curtailment on no more than three consecutive days per calendar week. The cumulative Curtailment Hours per Customer shall not exceed one hundred twenty (120) hours in any calendar year.

**ESTIMATED PEAK DEMANDS:****SUMMER SEASON**

The Estimated Peak Demand for the summer season is the average of the Customer's monthly maximum demand for Monday through Friday between 12:00 noon and 10:00 pm for May through September of the previous year. The Company may use such other data or methodology as may be appropriate to establish the Estimated Peak Demand for the summer season if hourly demand data is unavailable for the Customer.

**NON-SUMMER SEASON**

The Estimated Peak Demand for the non-summer season is the average of the Customer's monthly maximum demand for Monday through Friday between 12:00 noon and 10:00 pm for October through April of the previous year. A non-summer Estimated Peak Demand is established only for those customers agreeing to a five-year contract. The Company may use such other data or methodology as may be appropriate to establish the Estimated Peak Demand for the non-summer season if hourly demand data is unavailable for the Customer.

**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 Curtailable Load. If a change in the Customer's Estimated Peak Demand results in a change in their Curtailable Load, the Customer shall lose and/or repay their curtailment payments proportional to the number of days curtailment was not available and the change in the Curtailable Load.

06-KCPE-809-TAR

Approved

Kansas Corporation Commission

September 25, 2006

/s/ Susan K. [Signature]

Issued: June 29, 2006  
Month Day YearEffective: SEP 25 2006  
Month Day Year

By: Chris Giles Vice President

Title

FILED

THE STATE CORPORATION COMMISSION OF  
KANSAS

By:

Secretary

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 3

Rate Areas No. 2 &amp; 4

(Territory to which schedule is applicable)

which was filed March 5, 2001

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

(Continued)

**FIRM POWER LEVELS:****SUMMER SEASON**

During the months of May through September, the Customer's Firm Power Level, which is the maximum demand level to be drawn during a curtailment, shall be set at least 200 kW less than the Customer's summer Estimated Peak Demand.

**NON-SUMMER SEASON**

During the months of October through April, the Customer's Firm Power Level, which is the maximum demand level to be drawn during a curtailment, shall be set at least 200 kW less than the Customer's non-summer Estimated Peak Demand. A non-summer Firm Power Level is established only for those customers agreeing to a five-year contract.

The difference in the summer and non-summer Firm Power Levels must be the same as the difference in the summer and non-summer Estimated Peak Demand, and as agreed to and specified in the contract between the Customer and the Company.

The Company may use a test curtailment to establish the Firm Power Levels for the Customer.

**FIRM POWER LEVEL MODIFICATION:**

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. Any adjusted Firm Power Level shall continue to provide for a minimum Curtailable Load of 200 kW. 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 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 payments 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 upon 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 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 200 kW. Curtailable Load is calculated as the difference between the Estimated Peak Demand(s) as determined above, and the Firm Power Level(s).

06-KCPE-809-TAR

Approved

Kansas Corporation Commission

September 25, 2006

/S/ Susan K. [Signature]

|            |                            |
|------------|----------------------------|
| Issued:    | June 29, 2006              |
|            | Month Day Year             |
| Effective: | SEP 25 2006                |
|            | Month Day Year             |
| By:        | Chris Giles Vice President |
|            | Title                      |

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|--|
| FILED                                      |
| THE STATE CORPORATION COMMISSION OF KANSAS |
| By:  |
| Secretary                                  |

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 4

Rate Areas No. 2 &amp; 4

(Territory to which schedule is applicable)

which was filed April 5, 2000

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

06-KCPE-809-TAR

APPROVED (Continued)

Kansas Corporation Commission

September 25, 2006

/s/ Susan K. Duffy

**CUSTOMER COMPENSATION:**

Customer compensation shall be defined within each Customer contract and will be based on contract term and the number of actual curtailment occurrences per season. Timing of all payments/credits shall be specified in the 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 on the following schedule and the Customer's Curtailable Load:

**ANNUAL PROGRAM PARTICIPATION PAYMENT PER kW OF CURTAILABLE LOAD**  
(based upon Customer's lowest cost energy summer block rate)

|                    | <u>MGS/MGA Sec</u> |            |            | <u>MGS/MGA Pri</u> |            |            |
|--------------------|--------------------|------------|------------|--------------------|------------|------------|
| Retail energy rate | \$ 0.07076         | \$ 0.04765 | \$ 0.04596 | \$ 0.06935         | \$ 0.04669 | \$ 0.04504 |
| 1-year contract    | \$ 16              | \$ 16      | \$ 16      | \$ 16              | \$ 16      | \$ 16      |
| 3-year contract    | \$ 21              | \$ 24      | \$ 25      | \$ 22              | \$ 25      | \$ 25      |
| 5-year contract    | \$ 31              | \$ 34      | \$ 34      | \$ 31              | \$ 34      | \$ 35      |

|                    | <u>LGS/LGA Sec</u> |            |            | <u>LGS/LGA Pri</u> |            |            |
|--------------------|--------------------|------------|------------|--------------------|------------|------------|
| Retail energy rate | \$ 0.05527         | \$ 0.04249 | \$ 0.02854 | \$ 0.05417         | \$ 0.04164 | \$ 0.02795 |
| 1-year contract    | \$ 16              | \$ 16      | \$ 16      | \$ 16              | \$ 16      | \$ 16      |
| 3-year contract    | \$ 23              | \$ 25      | \$ 27      | \$ 24              | \$ 25      | \$ 27      |
| 5-year contract    | \$ 33              | \$ 35      | \$ 37      | \$ 33              | \$ 35      | \$ 37      |

|                    | <u>LPS Sec</u> |            |            | <u>LPS Pri</u> |            |            |
|--------------------|----------------|------------|------------|----------------|------------|------------|
| Retail energy rate | \$ 0.04612     | \$ 0.03182 | \$ 0.02262 | \$ 0.04520     | \$ 0.03118 | \$ 0.02217 |
| 1-year contract    | \$ 16          | \$ 16      | \$ 16      | \$ 16          | \$ 16      | \$ 16      |
| 3-year contract    | \$ 25          | \$ 26      | \$ 28      | \$ 25          | \$ 27      | \$ 28      |
| 5-year contract    | \$ 34          | \$ 36      | \$ 37      | \$ 34          | \$ 36      | \$ 38      |

Issued: June 29, 2006  
 Effective: SEP 25 2006  
 By: Chris Giles Vice President  
 Title

FILED  
 THE STATE CORPORATION COMMISSION OF KANSAS  
 By: \_\_\_\_\_ Secretary

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ Sheet 5

Rate Areas No. 2 &amp; 4

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 5 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

(Continued)

|                    | <u>LPS Substation</u> |            |            | <u>LPS Transmission</u> |            |            |
|--------------------|-----------------------|------------|------------|-------------------------|------------|------------|
| Retail energy rate | \$ 0.04484            | \$ 0.03093 | \$ 0.02199 | \$ 0.04447              | \$ 0.03067 | \$ 0.02181 |
| 1-year contract    | \$ 16                 | \$ 16      | \$ 16      | \$ 16                   | \$ 16      | \$ 16      |
| 3-year contract    | \$ 25                 | \$ 27      | \$ 28      | \$ 25                   | \$ 27      | \$ 28      |
| 5-year contract    | \$ 35                 | \$ 36      | \$ 38      | \$ 35                   | \$ 36      | \$ 38      |

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.

INITIAL PAYMENT: A Customer, upon agreement with the Company, 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 Program Participation Payment on a net present value (NPV) basis calculated by the Company and in no case will the Initial Payment amount exceed the Program Participation Payment amount.

CURTAILMENT EVENT PAYMENT: The Customer will also receive \$0.36 per kilowatt of Curtailable Load for each curtailment event.

**ENERGY PURCHASE OPTION:**

During a curtailment called for economic reasons and at the Company's option, the Customer may purchase energy above their Firm Power Level from the Company at a price per kilowatt-hour determined at the beginning of the curtailment event. 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 in response to any Company request for curtailment shall result in the following charges:

A charge of \$1.25 per kWh over the Firm Power Level in each hour in which the average hourly load exceeds the Firm Power Level during a requested curtailment period.

The Company reserves the right to waive non-compliance penalties associated with one curtailment event in each Curtailment Season on which the Customer fails to reduce load to the Firm Power Level. In order for the Company to exercise this provision, the Customer must request the waiver prior to or during the curtailment event. Requests must be made via facsimile to the Company's Business Center.

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.

Issued: June 29, 2006

Month Day Year

Effective: SEP 25 2006

Month Day Year

By: Chris Giles Vice President

FILED

THE STATE CORPORATION COMMISSION OF  
KANSAS

By:

Secretary

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule \_\_\_\_\_ Sheet 6

Rate Areas No. 2 &amp; 4

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 6 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

(Continued)

**CURTAILMENT CANCELLATION:**

The Company reserves the right to cancel a scheduled curtailment prior to the start time of such curtailment. However, if cancellation occurs with less than half of the notification period remaining prior to commencement of the curtailment, the canceled curtailment shall be counted as a separate occurrence with a zero-hour duration and the Customer will be paid a Curtailment Event Payment.

**TEST CURTAILMENT:**

The Company reserves the right to request a test curtailment once each year and/or within three months after a failure to comply with any request for curtailment.

**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.

**CURTAILMENT EXCESS OF CUSTOMER LOAD:**

Upon the Company's request and approval, in some cases the Customer may generate energy in excess of their 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, it will be treated as negative energy consumption and will be measured to reduce the Customer's metered energy use for the month.

06-KCPE-809-TAR

Approved

Kansas Corporation Commission

September 25, 2006

/s/ Susan K. Duffy

Issued: June 29, 2006

Month Day Year

Effective: SEP 25 2006

Month Day Year

By: Chris Giles Vice President

Title

FILED

THE STATE CORPORATION COMMISSION OF  
KANSAS

By:

Secretary

Index \_\_\_\_\_

## THE STATE CORPORATION COMMISSION OF KANSAS

WESTAR ENERGY, INC.

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ ISR \_\_\_\_\_

Replacing Schedule \_\_\_\_\_ LPI \_\_\_\_\_ Sheet \_\_\_\_\_ 1 \_\_\_\_\_

NORTH RATE AREA

(Territory to which schedule is applicable)

which was filed May 15, 2002

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 1 of 7 Sheets

INTERRUPTIBLE SERVICE RIDERAVAILABLE

Electric service under this Rider is available to customers otherwise qualified to receive service under the Company's Medium General Service (MGS) and High Load Factor (HLF) rate schedules and which contract to receive all or a portion of their load requirements on an interruptible basis.

APPLICABLE

Upon the election of the customer and acceptance by the Company, the provisions of this Rider are applicable to customers having an Interruptible Load, determined in accordance with this Rider, of at least 500 KW.

DETERMINATION OF MINIMUM CAPACITY REQUIREMENTS

On or before February 1 of each year, the Company at its sole discretion, will determine the total quantity of interruptible load (Interruptible Load Target) that it will seek from the customers qualified to receive service under this Rider for the contract year beginning June 1 and inform them of such decision in writing. Customers seeking to participate in the program must notify the Company and specify their Minimum Capacity Requirement, if any, prior to March 1. The Minimum Capacity Requirement is that portion of the participating customer's peak load requirement established during the previous June, July, August, and September which the Company will continue to supply during periods of curtailment. That portion of the participating customer's load in excess of the Minimum Capacity Requirement shall be subject to interruption. If the sum of the interruptible loads calculated for customers desiring to participate exceeds the Interruptible Load Target, the Company may increase the specified Minimum Capacity Requirement of each customer on a pro rata basis. In such event, the Company will, by April 1, notify each customer of the Minimum Capacity Requirement accepted. Once accepted by the Company, such Minimum Capacity Requirement will be used to calculate the Incentive Credit for each billing period of the contract term unless it is modified as provided herein.

Issued January 3 2006  
Month Day Year

Effective JAN 6 - 2006  
Month Day Year

By Kelly B. Harrison  
Kelly B. Harrison, Vice President

05-WSEE-981-RTS  
Approved  
Kansas Corporation Commission  
January 6, 2006  
/s/ Susan K. Duffy

Index \_\_\_\_\_

## THE STATE CORPORATION COMMISSION OF KANSAS

WESTAR ENERGY, INC.

(Name of Issuing Utility)

SCHEDULE \_\_\_\_\_ ISR \_\_\_\_\_

Replacing Schedule \_\_\_\_\_ LPI \_\_\_\_\_ Sheet \_\_\_\_\_ 3 \_\_\_\_\_

NORTH RATE AREA

(Territory to which schedule is applicable)

which was filed \_\_\_\_\_ May 15, 2002 \_\_\_\_\_

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 3 of 7 Sheets

INTERRUPTIBLE SERVICE RIDERINCENTIVE CREDITS

Monthly bills rendered pursuant to the Company's MGS and HLF rate schedules to customers participating in this interruptible load program shall include an incentive credit to the net amount due.

For each month, such incentive credit shall be the product of the Billing Capacity for such month, determined in accordance with the MGS and HLF rate schedules, less customer's Minimum Capacity Requirement, as specified by contract, and the incentive credit rate of \$3.00 per kW, plus \$75.00 per MWh for each MWh of actual interruptible load received by the Company. However, when calculating the incentive credit for the months of October through May, the Billing Capacity as used herein shall not exceed the maximum Billing Capacity established in the preceding summer period. Customer's performance during the interruptible period shall be determined based on the following:

The hourly MWh difference between (A-T)

Where:

(A) is customer's hourly kW performance during the interruptible period, and

(T) is customer's typical hourly kW performance across the interruptible period

TERM OF CONTRACT

Service hereunder is subject to a contract to be entered into for a term of three years. The initial service date for all such contracts shall be June 1 with each contract year ending on May 31 of the following year. The contract term shall automatically be extended for an additional year on each anniversary of the contract unless either party gives the other party written notice at least 90 days prior to the anniversary date of its intention to terminate the agreement. In such case, the contract will no longer be automatically extended each year and will end when the remaining term has expired.

Issued \_\_\_\_\_ January \_\_\_\_\_ 3 \_\_\_\_\_ 2006  
Month Day Year

Effective \_\_\_\_\_ JAN 6 - 2006  
Month Day Year

By \_\_\_\_\_ Kelly B. Harrison  
Kelly B. Harrison, Vice President

05-WSEE-981-RTS  
Approved  
Kansas Corporation Commission  
January 6, 2006  
/s/ Susan K. Duffy

THE STATE CORPORATION COMMISSION OF KANSAS

WESTAR ENERGY, INC.

(Name of Issuing Utility)

NORTH RATE AREA

(Territory to which schedule is applicable)

Index \_\_\_\_\_

SCHEDULE ISR

Replacing Schedule LPI Sheet 5

which was filed May 15, 2002

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 5 of 7 Sheets

INTERRUPTIBLE SERVICE RIDER

CURTAILMENT NOTICES

The Company shall endeavor to give the customer as much advance notice as practicable of curtailments of service hereunder, but it reserves the right to curtail or to require interruption of the customer's service in accordance with this Rider upon two hour's notice. When giving such curtailment orders, the Company will specify the duration of the curtailment. No extension of a curtailment period shall be ordered without having first given the customer at least two hour's notice.

Subsequent to such curtailment or interruption, the Company will provide each participating customer a written description of the reason for the curtailment. Curtailments or interruptions of service hereunder shall be limited to no more than 120 hours in a single month, and will not exceed 360 hours per year.

VOLUNTARY ENERGY PURCHASE/SALE OPTION

Company may request customer to voluntarily reduce its energy purchases from Company by an agreed upon amount of usage per hour. If customer elects to reduce its usage pursuant to the voluntary request, Company shall pay customer for the energy not taken.

The purchase/sale price shall be negotiated between the Company and customer. When Company requests such voluntary reduction request, Company will provide to customer the purchase/sale price of said energy and the time frame during which said Voluntary Energy Purchase/Sale Option is requested. Customer may accept said Voluntary Energy Purchase/Sale Option and sell back the energy purchased at the requested amount or it may continue to utilize energy pursuant to its standard rate schedule without restriction.

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Index \_\_\_\_\_

THE STATE CORPORATION COMMISSION OF KANSAS

WESTAR ENERGY, INC.

(Name of Issuing Utility)

NORTH RATE AREA

(Territory to which schedule is applicable)

SCHEDULE \_\_\_\_\_ ISR \_\_\_\_\_

Replacing Schedule \_\_\_\_\_ LPI \_\_\_\_\_ Sheet \_\_\_\_\_ 7 \_\_\_\_\_

which was filed \_\_\_\_\_ May 15, 2002 \_\_\_\_\_

No supplement or separate understanding  
shall modify the tariff as shown hereon.

Sheet 7 of 7 Sheets

INTERRUPTIBLE SERVICE RIDER

DEFINITIONS AND CONDITIONS

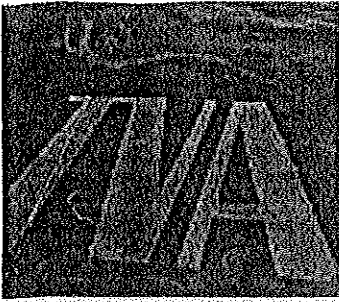
1. During periods of curtailment or interruption ordered in accordance with this Rider, the customer may substitute self-generation for the amount of load curtailed.
2. Service under this rate schedule is subject to Company's General Terms and Conditions presently on file with the State Corporation Commission of Kansas and any modifications subsequently approved.
3. All provisions of this rate schedule are subject to changes made by order of the regulatory authority having jurisdiction.

Issued \_\_\_\_\_ January \_\_\_\_\_ 3 \_\_\_\_\_ 2006 \_\_\_\_\_  
Month Day Year

Effective \_\_\_\_\_ JAN 6 - 2006 \_\_\_\_\_  
Month Day Year

By Kelly B. Harrison  
Kelly B. Harrison, Vice President

05-WSEE-981-RTS  
Approved  
Kansas Corporation Commission  
January 6, 2006  
/s/ Susan K. Duffy



# *Flat Price Interruptible*

*Flat Price Interruptible, or FPI, is a simple interruptible product designed for SIC-qualified customers who can curtail load quickly during periods of high demand.*

Is your demand for  
power flexible?  
TVA's Flat Price  
Interruptible rate offers  
significant savings --  
and a better bottom line.

## **Features**

FPI gives qualified industrial customers with loads above 1,000 kilowatts a fixed credit from firm demand charges in exchange for interruption rights with a five-minute suspension notice.

Up to 100% of load may be taken as FPI.

## **Requirements**

FPI is available to SIC-qualified customers with regular requirements of more than 1,000 kW at a single point of delivery.

## **Conversion**

Qualifying customers may convert existing amounts of VPI, LIP, LFP, or Interruptible RTP to like amounts of FPI.

Current VPI customers less than 5 MW who convert VPI loads to FPI will no longer retain grandfathered eligibility for the VPI program.

Firm power may not be converted to FPI prior to satisfying existing contract obligations.

FPI may not be mixed with other interruptible products.

## **Pricing**

Rate schedule firm demand and energy charges are applicable for FPI demand and energy, including the ratcheted billing demand provisions of the rate schedule.

A monthly credit of \$3.40 per kW of FPI demand is given.

The credit for interruption rights will be reviewed and can be adjusted annually. Adjustments can be made no more frequently than once a calendar year upon at least 60 days' written notice. If the discount from firm demand is decreased by more than 12%, the customer may terminate FPI.



A Credit Reduction Charge will be added in any month in which a customer fails to fully comply with suspension obligations. The charge is equal to:

1. \$3.40/kW applied to the highest FPI demand the customer failed to suspend in the month (measured in 5-minute intervals), plus for each suspension period in the month, the sum of:
2. \$3.40/kW applied to highest FPI demand the customer failed to suspend (measured in 5-minute intervals), and
3. \$3.40/kW applied to the average FPI demand the customer failed to suspend throughout the suspension period (measured in 5-minute intervals).

The typical FPI contract is a term of five years, with a two-year termination notice.

The Administrative charge will be \$700, assuming a single metering point.

The Credit Reduction charge and the Administrative charge can be adjusted annually. Adjustments can be made no more frequently than once a calendar year upon at least 60 days' written notice.

Where a customer otherwise qualifies, Small Manufacturing Credits do apply to FPI load. Growth Credits are not applicable to FPI demand.

FPI requires a five-minute interval meter with the customer bearing the cost of the meter or reprogramming.

TVA will require telephone access to meters to verify compliance with suspension obligations.

#### **Contact Information**

TVA Economic  
Development  
P.O. Box 292409  
OCP 2A  
Nashville, TN 37229-2409  
[www.tva.com/econdev](http://www.tva.com/econdev)  
615-232-6225

**KANSAS CITY POWER & LIGHT COMPANY**

P.S.C. MO. No.

7Sixth☐ OriginalSheet No. 21☒ Revised

Canceling P.S.C. MO. No.

7Fifth☐ OriginalSheet No. 21☒ RevisedFor 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

DATE EFFECTIVE: May 5, 2007  
1201 Walnut, Kansas City, Mo. 64108

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Missouri Public  
Service Commission

# KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No.

7

Sixth

☐ Original  
☒ Revised

Sheet No. 21A

Canceling P.S.C. MO. No.

7

Fifth

☐ Original  
☒ Revised

Sheet No. 21A

For Missouri Retail Service Area

## 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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**KANSAS CITY POWER & LIGHT COMPANY**

P.S.C. MO. No.

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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# KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No.

7

Fifth

☐ Original  
☒ Revised

Sheet No. 21C

Canceling P.S.C. MO. No.

7

Fourth

☐ Original  
☒ Revised

Sheet No. 21C

For Missouri Retail Service Area

## 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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Vice-President

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# KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 7 Fifth ☐ Original Sheet No. 21D  
☒ Revised  
Canceling P.S.C. MO. 7 Fourth ☐ Original Sheet No. 21D  
☒ Revised  
For Missouri Retail Service Area

## 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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Service Commission



## AmerenUE

Calculation of Interruptible Demand Credit

| <u>Line</u>                          | <u>Recent AmerenUE CT purchases</u>                                  | <u>MW</u><br>(a) | <u>UE</u><br>(b)                      |
|--------------------------------------|--|------------------|---------------------------------------|
| 1                                    | Pinckneyville/Kinmundy   | 552              | \$237                                 |
| 2                                    | Audrain  | 600              | 115                                   |
| 3                                    | Goose Creek and Raccoon Creek  | 750              | 175                                   |
| 4                                    | Total <sup>1</sup>   | 1,902            | \$527                                 |
| 5                                    | Average cost per kW  |                  | \$277.1 col. b, ln. 4 / col. a, ln. 4 |
| 6                                    | Monthly levelized cost (at 10% carrying cost, 25 years) <sup>2</sup> |                  | \$2.54                                |
| 7                                    | Adjust for reserve margin (15%)                                      |                  | 2.93 ln. 6 * 1.15                     |
| 8                                    | Adjust for losses (3%)   |                  | 3.00 ln. 6 * 3% + ln. 7               |
| <u>Adjust for operating expenses</u> |  |                  |                                       |
| 9                                    | Taxes other than income taxes (millions) <sup>3</sup>                |                  | \$59                                  |
| 10                                   | AmerenUE total generation <sup>4</sup>                               |                  | 10,482 MW                             |
| 11                                   | Average cost per kW/month  |                  | 0.47 ln. 9 / ln. 10 / 12              |
| 12                                   | Adjust for tax effect <sup>5</sup>                                   |                  | 0.29 ln. 11 * 61.6%                   |
| 13                                   | Average cost/month per kW to operate a CT <sup>6</sup>               |                  | 0.26 See below                        |
| 14                                   | Cost per kW per month  |                  | \$3.55 ln. 8 + ln. 12 + ln. 13        |

## Footnotes:

- <sup>1</sup> MW from Schedule TDF-3-1; purchase price from Schedule MCB-1-1
- <sup>2</sup> Amortize ln. 4 amount over 25 years, at 8% carrying cost, adjusted for before tax cost to 10%.
- <sup>3</sup> Schedule GSW-E12-1, column D, line 20.
- <sup>4</sup> Schedule TDF-3-1.
- <sup>5</sup> Combined federal/state tax rate is 38.4%.
- <sup>6</sup> From Schedule GSW-E10-1
- |   |          |
|---|----------|
| Audrain CTG Operating expense (\$000)             | \$ 1,383 |
| Raccoon Creek & Goose creek oper. Expense (\$000) | 2,767    |
| Total   | \$ 4,150 |
| Capacity MW                                       | 1,350    |
| Average cost per kW/year                          | 3.07     |
| Average cost per kW/month                         | \$0.26   |