

Exhibit No.:
Issues: Low-Income Weatherization, ERP²,
Supplemental Weatherization and
Minor Home Repair
Witness: Allen D. Dennis
Type of Exhibit: Surrebuttal Testimony
Sponsoring Party: KCP&L Greater Missouri
Operations Company
Case No.: ER-2009-0090
Date Testimony Prepared: April 9, 2009

MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: ER-2009-0090

SURREBUTTAL TESTIMONY

OF

ALLEN D. DENNIS

ON BEHALF OF

KCP&L GREATER MISSOURI OPERATIONS COMPANY

**Kansas City, Missouri
April 2009**

SURREBUTTAL TESTIMONY

OF

ALLEN D. DENNIS

Case No. ER-2009-0090

1 **Q. Are you the same Allen D. Dennis who submitted Direct and Rebuttal Testimony in**
2 **this proceeding?**

3 A. Yes, I am.

4 **Q. What is the purpose of your Surrebuttal Testimony?**

5 A. The purpose of my Surrebuttal Testimony is to respond to the Rebuttal Testimony filed
6 by Mr. Robert T. Jackson's, City of Kansas City, Missouri, ("KCMO" or the "City")
7 regarding the low-income weatherization program. Also, I will comment on the
8 testimony of Ms. Anne Ross, of the Staff of the Missouri Public Service Commission,
9 concerning KCP&L Greater Missouri Operations Company's ("GMO") proposed
10 Economic Relief Pilot Program ("ERP2") and the testimony of Mr. Ryan Kind, Office of
11 Public Counsel ("OPC") on the proposed Supplemental Weatherization and Minor Home
12 Repair Program ("Weatherization/Repair Program").

13 **Q. Do you have any remarks on the City's Rebuttal Testimony?**

14 A. Yes. GMO is always willing to discuss ways to improve service to customers and we are
15 appreciative of the City's input on ways to improve the Low-Income Weatherization
16 program.

17 **Q. Do you take exception with the City's suggestion that GMO's call center should**
18 **determine a customer's Low-Income Weatherization eligibility?**

1 A. Yes. GMO's call center, which is operated by KCP&L, does not have the capability to
2 verify income eligibility required under the tariff (at or below 185% of the current year
3 Federal Poverty Level or 60% of the state median income). The call center can inform
4 customers of the Low-Income Weatherization program. GMO cannot verify income
5 eligibility, determine minimum energy consumption, or establish length-of-service
6 requirements in an effort to only refer pre-approved customers to the City or appropriate
7 social agencies.

8 **Q. Are there any additional issues with the City's Rebuttal Testimony?**

9 A. Yes. GMO and the City have been working together to address process concerns.
10 Stemming from that effort, the call center has improved the weatherization referral
11 process. One such improvement is customers that seek bill payment assistance or inquire
12 about the KCMO-GMO weatherization program are referred to the City or appropriate
13 social service agency served by the county where the customer resides.

14 **Q. In general, are you supportive of the recommendations as stated in Staff witness
15 Anne Ross's Rebuttal Testimony?**

16 A. Yes, I am generally supportive of her recommendations as more adequately detailed
17 below. Additionally, my surrebuttal Testimony contains revised proposed tariffs for
18 ERP². The complete tariff is provided as Schedule ADD-1.

19 **Q. What is your response to Staff's recommendation to more clearly define the
20 parameters around "Discontinuance and Reinstatement" to the program?**

21 A. We have modified the ERP² tariff to allow the reinstatement for customers who
22 voluntarily leave the program. See Schedule ADD-1.

1 **Q. What is your response to Staff’s recommendation regarding the “vagueness” of the**
2 **word “May” with respect to “Discontinuance and Reinstatement”?**

3 A. We have modified the ERP² tariff to change the words “May” to “Will”. See Schedule
4 ADD-1.

5 **Q. What are your revisions to the proposed ERP² tariff in accordance with Staff**
6 **recommendations?**

7 A. From the DISCONTINUANCE AND REINSTATEMENT: “If a participant voluntarily
8 leaves the ERP², that customer shall be ineligible for participation in the ERP² for the
9 remainder of the term of this experimental program.” has been deleted. From the
10 DISCONTINUANCE AND REINSTATEMENT: “KCP&L GMOC - MPS may
11 discontinue a participant’s ERP² credit for any of the following reasons:” the word “may”
12 have been replaced with the word “will”. It now states: “KCP&L GMOC - MPS will
13 discontinue a participant’s ERP² credit for any of the following reasons:”

14 **Q. What are your revisions to the proposed ERP² tariff in order to make**
15 **implementation of the program more feasible?**

16 A. (The following have been updated):

17 i. DEFINITIONS: “Qualified Customer – A KCP&L GMOC - MPS customer receiving
18 residential service under Schedule R who is classified as low-income by the Missouri
19 Department of Social Service criteria and whose annual household income is no greater
20 than 185% of the federal poverty level, as established by the poverty guidelines updated
21 periodically in the Federal Register by the U.S. Department of Health and Services under
22 the authority of 42 U.S.C. 9902 (2).”

1 ii. AVAILABILITY: “1. Participant must be a KCP&L GMOC - MPS customer
2 receiving residential service under Schedule R.”

3 iii. to AVAILABILITY: “3. Participants who have outstanding arrearages will enter
4 special pay agreements as mutually agreed to by both the Participant and the Company.”

5 iv. to AVAILABILITY: The list of eligibility requirements has been repaginated.

6 v. to ENERGY ASSISTANCE: “Applicants agree to apply for any other available
7 energy assistance programs identified by the Company.”

8 (The following have been deleted):

9 i. AVAILABILITY: “For purposes of determining the level of the ERP² credit to be
10 received, the participants will be categorized as follows: participants whose annual
11 income has been verified as being from 0 to 185 percent (0%-185%) of federal poverty
12 level.”

13 ii. to AVAILABILITY: “Participants shall be required to enroll in KCP&L GMOC -
14 MPS’s average Payment Plan with adjustments to said plan limited to once per year”.

15 (The following have been added):

16 i. to CREDIT AMOUNT: “Up to 1,000 participants shall receive the ERP² credit in the
17 amount of each participant's average bill for the most recent 12 months bills. The credit
18 amount will be determined by the Company at the time of enrollment. The maximum
19 amount of the credit will be \$50 per month”.

20 **Q. Do you have any additional tariff changes?**

21 A. Yes, several typographical and grammatical errors have been corrected.

22 **Q. Do you agree with Staff’s recommendation concerning the implementation and**
23 **evaluation of the ERP² program?**

1 A. Yes, we agree with Staff's witness that the implementation of the ERP² program should
2 be approved in the current case. Additionally, we believe approval for implementation in
3 this case should be accompanied by approval that the evaluation of program and its costs
4 in a future proceeding should carry with it that the costs be considered a Regulatory Asset
5 for purposes of deferring accumulated costs until the conduct of the proceeding to
6 evaluate the program and its costs.

7 **Q. Would you like to comment on Mr. Kind's testimony?**

8 A. Yes.

9 **Q. Do you have any clarification on your testimony as a result of reading Mr. Kind's**
10 **testimony?**

11 A. Yes. Mr. Kind makes reference to not recalling details of the Weatherization/Repair
12 Program not being discussed at the GMO Advisory Group (formerly Aquila Advisory
13 Group) meetings. After reviewing our notes, I believe Mr. Kind is correct.

14 **Q. Do you have any additional comments on Mr. Kind's testimony?**

15 A. Yes. GMO is not requesting approval or cost recovery of the proposed tariff in this case.
16 GMO will work with its stakeholders, including OPC, to develop the tariff and
17 supporting information in preparation of a future Weatherization/Repair Program tariff
18 filing.

19 **Q. Does that conclude your testimony?**

20 A. Yes, it does.

KCP&L Greater Missouri Operations Company

For All Territory Served **as** - L&P and MPS

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KCP&L Greater Missouri Operations Company

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ECONOMIC RELIEF PILOT PROGRAM – MPS - ELECTRIC

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PURPOSE:

The Economic Relief Pilot Program (ERP²) offered **KCP&L GMOC – MPS** provides an opportunity to relieve the financial hardship experienced by some of our customers. Through this three (3) year pilot* we shall endeavor to insure this program is a valuable and viable program for customers.

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APPLICATION:

This Economic Relief Pilot Program is applicable for residential service billed under Schedules MO860 and MO870, to qualified customers. The ERP² will, on a pilot basis, provide up to 750 participants with a fixed credit on their monthly bill (ERP² credit). Customers participating in the ERP² program shall receive the credit for a period up to 12 months from the billing cycle designated by the Company (**KCP&L GMOC – MPS**) as the participants first month until the billing cycle designated as the participants last for ERP². At the end of the 12 month period, a customer may reapply to participate further in the program through the term of the pilot program.

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DEFINITIONS:

Qualified Customer – A **KCP&L GMOC – MPS** customer receiving residential service under Schedules MO860 and MO870 who is classified as low-income by the Missouri Department of Social Service criteria and whose annual household income is no greater than 185% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Services under the authority of 42 U.S.C. 9902 (2).

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Applicant – A qualified customer who submits an ERP² application form for the ERP² credit.

Participant - An applicant who agrees to the terms of the ERP² and is accepted by **KCP&L GMOC – MPS**.

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Program Funds – Annual ratepayer funding for the ERP² is \$236,250.00. Ratepayer funding shall be matched dollar for dollar by **KCP&L GMOC – MPS**. The \$472,500.00 annual sum of ratepayer funding and the **KCP&L GMOC – MPS** matching funds shall be the “program funds”.

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Agencies- The social service agencies serving **KCP&L GMOC – MPS** service territory that qualify and assist ERP² customers pursuant to written contract between **KCP&L GMOC – MPS** and the Agencies.

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* The three year pilot begins on the original effective date of this program.

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KCP&L Greater Missouri Operations Company

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ECONOMIC RELIEF PILOT PROGRAM – MPS – ELECTRIC
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AVAILABILITY:

Service under this rate schedule shall be available to up to one thousand participants in the KCP&L GMOC – MPS service area who satisfy the following eligibility requirements:

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1. Participant must be an KCP&L GMOC – MPS customer receiving residential service under Schedules MO860 and MO870.

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2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than 185 percent (185%) of the federal poverty level.

3. Participants who have outstanding arrearages will enter special pay agreements as mutually agreed to by both the Participant and the Company.

Deleted: 3. For purposes of determining the level of the ERP² credit to be received, the participants will be categorized as follows: participants whose annual income has been verified as being from 0 to 185 percent (0% - 185%) of the federal poverty level.¶

4. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that is later made public will not be associated with the participant's name.

Deleted: 4. Participants shall be required to enroll in AQUILA NETWORKS – MPS Level Payment Plan with adjustments to said plan limited to once per year

5. Any provision of the Company's rules and regulations applicable to the Company's Schedules MO860 and MO870 customers will also apply to ERP² participants.

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ENERGY ASSISTANCE:

1. Participants who have not previously completed an application for a LIHEAP ("Low-Income Home Energy Assistance Program") grant agree to apply for a LIHEAP grant when such grants become available. KCP&L GMOC – MPS, through the Agencies, shall assist ERP² participants with completion of LIHEAP application forms when such assistance is requested.

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2. Applicants agree to apply for any other available energy assistance programs identified by the Company.

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ECONOMIC RELIEF PILOT PROGRAM – MPS – ELECTRIC
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CREDIT AMOUNT:

Participants shall receive the ERP² credit for so long as the participant continues to meet the ERP² eligibility requirements .

Up to 750 participants shall receive the ERP credit in the amount of each participant's average bill for the most recent 12 months bills. The credit amount will be determined by the Company at the time of enrollment. The maximum amount of the credit will be \$50 per month.

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DISCONTINUANCE AND REINSTATEMENT:

KCP&L GMOC – MPS, will discontinue a participant's ERP² credit for any of the following reasons:

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Deleted: the following amounts (not to exceed the participant's monthly Level Payment Plan amount payment): Up to

1. If KCP&L GMOC – MPS, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to KCP&L GMOC – MPS, asking that the ERP² credit be discontinued.
3. If the participant does not conform to KCP&L GMOC – MPS rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant has Schedule MO860 or MO870 service discontinued by KCP&L GMOC – MPS.

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Reinstatement of the ERP² credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of KCP&L GMOC – MPS.

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Deleted: If participant voluntarily leaves the ERP², that customer shall be ineligible for participation in the ERP² for the remainder of the term of this experimental program.

MISAPPLICATION OF THE ERP² CREDIT:

Providing incorrect or misleading information to obtain the ERP² credit shall constitute a misapplication of the ERP² credit. If this occurs KCP&L GMOC, may discontinue the ERP² credit and rebill the account for the amount of all ERP² credits received by the participant. Failure to reimburse KCP&L GMOC, for the misapplication of the ERP² credits may result in termination of customer's electric service pursuant to KCP&L GMOC's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting KCP&L GMOC – MPS's rights under any provisions of any applicable law or tariff.

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ECONOMIC RELIEF PILOT PROGRAM – MPS – ELECTRIC
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OTHER CONDITIONS:

The ERP² program has been designed so that KCP&L GMOC – MPS, neither profits from nor incurs losses as a result of offering this experimental program.

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Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

KCP&L GMOC – MPS will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

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KCP&L GMOC – MPS shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

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The experimental program may be evaluated in any KCP&L GMOC – MPS rate or complaint case. The evaluation shall be conducted by an independent third party evaluator under contract with KCP&L GMOC – MPS, that is acceptable to KCP&L GMOC – MPS, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

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If any program funds in excess of actual program expenses remain at the end of the ERP² program, KCP&L GMOC – MPS shall redirect the excess funds to tariffed demand-side management programs.

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KCP&L Greater Missouri Operations Company

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ECONOMIC RELIEF PILOT PROGRAM – L&P - ELECTRIC

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PURPOSE:

The Economic Relief Pilot Program (ERP²) offered by **KCP&L GMOC – L&P**, provides an opportunity to relieve the financial hardship experienced by some of our customers. Through this three (3) year pilot* we shall endeavor to insure this program is a valuable and viable program for customers.

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APPLICATION:

This Economic Relief Pilot Program is applicable for residential service billed under Schedules MO910, MO920 and MO922, to qualified customers. The ERP² will, on a pilot basis, provide up to 250 participants with a fixed credit on their monthly bill (ERP² credit). Customers participating in the ERP² program shall receive the credit for a period up to 12 months from the billing cycle designated by the Company (**KCP&L GMOC – L&P**) as the participants first month until the billing cycle designated as the participants last for ERP². At the end of the 12 month period, a customer may reapply to participate further in the program through the term of the pilot program.

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DEFINITIONS:

Qualified Customer – An **KCP&L GMOC – L&P** customer receiving residential service under Schedules MO910, MO920 and MO922 who is classified as low-income by the Missouri Department of Social Service criteria and whose annual household income is no greater than 185% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Services under the authority of 42 U.S.C. 9902 (2).

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Applicant – A qualified customer who submits an ERP² application form for the ERP² credit.

Participant - An applicant who agrees to the terms of the ERP² and is accepted by **KCP&L GMOC – L&P**.

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Program Funds – Annual ratepayer funding for the ERP² is \$78,750.00. Ratepayer funding shall be matched dollar for dollar by **KCP&L GMOC – L&P**. The \$157,500.00 annual sum of ratepayer funding and the **KCP&L GMOC – L&P** matching funds shall be the “program funds”.

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Agencies- The social service agencies serving **KCP&L GMOC – L&P** service territory that qualify and assist ERP² customers pursuant to written contract between **KCP&L GMOC – L&P** and the Agencies.

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* The three year pilot begins on the original effective date of this program.

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ECONOMIC RELIEF PILOT PROGRAM – L&P – ELECTRIC
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AVAILABILITY:

Service under this rate schedule shall be available to up to one thousand participants in the KCP&L GMOC – L&P service area who satisfy the following eligibility requirements:

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1. Participant must be an KCP&L GMOC – L&P customer receiving residential service under Schedules MO910, MO920 and MO922.

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2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than 185 percent (185%) of the federal poverty level.

3. Participants who have outstanding arrearages will enter special pay agreements as mutually agreed to by both the Participant and the Company.

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4. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that is later made public will not be associated with the participant's name.

Deleted: 4. Participants shall be required to enroll in AQUILA NETWORKS – L&P Level Payment Plan with adjustments to said plan limited to once per year.¶

5. Any provision of the Company's rules and regulations applicable to the Company's Schedules MO910, MO920 and MO922 customers will also apply to ERP² participants.

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ENERGY ASSISTANCE:

1. Participants who have not previously completed an application for a LIHEAP ("Low-Income Home Energy Assistance Program") grant agree to apply for a LIHEAP grant when such grants become available. KCP&L GMOC – L&P, through the Agencies, shall assist ERP² participants with completion of LIHEAP application forms when such assistance is requested.

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2. Applicants agree to apply for any other available energy assistance programs identified by the Company.

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ECONOMIC RELIEF PILOT PROGRAM – L&P – ELECTRIC
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CREDIT AMOUNT:

Participants shall receive the ERP² credit for so long as the participant continues to meet the ERP² eligibility requirements .

Up to 250 participants shall receive the ERP credit in the amount of each participant's average bill for the most recent 12 months bills. The credit amount will be determined by the Company at the time of enrollment. The maximum amount of the credit will be \$50 per month.

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DISCONTINUANCE AND REINSTATEMENT:

AQUILA NETWORKS – L&P will discontinue a participant's ERP² credit for any of the following reasons:

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1. If KCP&L GMOC – L&P, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to KCP&L GMOC – L&P asking that the ERP² credit be discontinued.
3. If the participant does not conform to KCP&L GMOC – L&P rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant's Schedule MO910, or MO920 or MO922 service discontinued by KCP&L GMOC – L&P.

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MISAPPLICATION OF THE ERP² CREDIT:

Providing incorrect or misleading information to obtain the ERP² credit shall constitute a misapplication of the ERP² credit. If this occurs KCP&L GMOC – L&P may discontinue the ERP² credit and rebill the account for the amount of all ERP² credits received by the participant. Failure to reimburse KCP&L GMOC – L&P for the misapplication of the ERP² credits may result in termination of customer's electric service pursuant to KCP&L GMOC – L&P rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting KCP&L GMOC – L&P rights under any provisions of any applicable law or tariff.

Deleted: If participant voluntarily leaves the ERP², that customer shall be ineligible for participation in the ERP² for the remainder of the term of this experimental program. ¶

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KCP&L Greater Missouri Operations Company

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ECONOMIC RELIEF PILOT PROGRAM – L&P – ELECTRIC
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OTHER CONDITIONS:

The ERP² program has been designed so that **KCP&L GMOC – L&P**, neither profits from nor incurs losses as a result of offering this experimental program.

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Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

KCP&L GMOC – L&P will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

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KCP&L GMOC – L&P shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

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The experimental program may be evaluated in any **KCP&L GMOC – L&P** rate or complaint case. The evaluation shall be conducted by an independent third party evaluator under contract with **KCP&L GMOC – L&P**, that is acceptable to **KCP&L GMOC – L&P**, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

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If any program funds in excess of actual program expenses remain at the end of the ERP² program, **KCP&L GMOC – L&P** shall redirect the excess funds to tariffed demand-side management programs.

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Issued:

Issued by: Chris B. Giles, Vice-President, Regulatory Services

Effective: