

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the Matter of the Application of Kansas )  
City Power & Light Company for Approval )  
To Transition to Permanent Status ) Docket No. 11-KCPE- 780-TAR  
Certain Demand Side Management Programs )

**APPLICATION OF  
KANSAS CITY POWER & LIGHT COMPANY  
FOR APPROVAL TO TRANSITION TO PERMANENT STATUS  
CERTAIN DEMAND SIDE MANAGEMENT PROGRAMS**

COMES NOW Kansas City Power & Light Company (“KCP&L” or the “Company”), and hereby requests from the Kansas Corporation Commission (“Commission” or “KCC”) approval of its proposed Portfolio of Demand Side Management (“DSM”) programs included with this Application. This Application is in compliance with certain requirements of Docket Nos. 08-GIMX-441-GIV and 08-GIMX-442-GIV. In furtherance of this Application, KCP&L states as follows:

**I. BACKGROUND**

1. KCP&L is a vertically integrated electric public utility company under the jurisdiction of the Commission that is engaged in the generation, transmission, distribution and sale of electric energy to the public within the meaning of K.S.A. 66-104, in legally designated areas of Kansas. KCP&L holds a Certificate of Convenience and Authority issued by this Commission, authorizing KCP&L to engage in such utility business. KCP&L has previously filed with the Commission certified copies of its Articles of Incorporation under which it was organized, and its Certificate of Registration as a Foreign Corporation authorized to do business in Kansas, and all amendments thereto and restatements thereof, and the same are incorporated herein by reference.

2. KCP&L's DSM initiative in Kansas officially began with the Stipulation and Agreement covering KCP&L's Comprehensive Energy Plan approved by the Commission in Docket No. 04-KCPE-1025-GIE ("1025 S&A"), in which KCP&L committed to develop, implement and request Commission approval for a series of Demand Response, Energy Efficiency and Affordability pilot programs. [1025 S&A, Appendix C, page 6.] The budget committed for these programs was \$23.8 million (KCP&L Kansas jurisdictional amount) as set out in the 1025 S&A, Appendix B-1. In accordance with the 1025 S&A, KCP&L requested and received Commission approval for and implemented a portfolio of pilot DSM programs; one in 2005, four in 2006, six in 2007, and one in 2008. Additionally, KCP&L withdrew one other program filed in 2005 after consultation with Staff, and the Commission denied approval of another program in 2008. The 1025 S&A expired on December 1, 2010 except for KCP&L's obligations related to its DSM programs.<sup>1</sup> The Commission deferred determination of compliance with those obligations to Docket No. 10-KCPE-795-TAR (the "795 Docket"). On February 21, 2011, the Commission ruled that KCP&L met its DSM obligations under the 1025 S&A thereby effectively terminating the only remaining portion of the 1025 S&A.<sup>2</sup>

3. In November 2007, the Commission opened two generic dockets to investigate DSM programs and related issues. Docket No. 08-GIMX-441-GIV ("441 Docket") addressed

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<sup>1</sup> In its Order: 1) Addressing Prudence; 2) Approving Application, in Part; & 3) Ruling on Pending Requests dated November 22, 2010 in Docket No. 10-KCPE-415-RTS (the "415 Order"), the Commission ruled that "the 1025 S&A expires when the rates for this docket become effective on December 1, 2010; however, KCPL's obligation pertaining to those programs that comprised that component of the Regulatory Plan specified in the 1025 S&A, Appendix B, concerning demand response, efficiency and affordability programs; those in Appendix C § F, and those specified in KCPL's June 11, 2010 application contained in Docket No. 10-KCPE-795-TAR, shall not expire until further Order by the Commission. Whether or not KCPL has complied with this obligation will be addressed in that 795 docket." (415 Order at pages 137-38)

<sup>2</sup> In its Order Addressing KCP&L's Compliance With the 1025 S&A, Cancelling Evidentiary Hearing And Denying KCP&L's January 21, 2011 Petition for Reconsideration dated February 21, 2011 in Docket No. 10-KCPE-795-TAR, the Commission found that KCP&L had met its obligations under the 1025 S&A regarding implementation of affordability, energy efficiency and demand response programs (at paragraphs 11-13 and paragraph A).

Cost Recovery and Incentives for DSM programs, and Docket No. 08-GIMX-442-GIV (“442 Docket”) addressed Benefit-Cost Analysis and Program Evaluation. The Commission issued its final orders in these dockets on November 14, 2008 and April 13, 2009, respectively.

4. On February 29, 2008, in Docket No. 08-KCPE-802-TAR (“802 Docket”), KCP&L filed an application for approval of its first Energy Efficiency Rider (“EE Rider”) to recover costs associated with Commission-approved DSM programs incurred during the time period July 1, 2006 through December 31, 2007. By Order issued June 13, 2008, the Commission approved KCP&L’s application in that docket. KCP&L’s EE Rider became effective for the time period covering July 1, 2008 through June 30, 2009. KCP&L has since made annual EE Rider filings to recover the costs it incurred in 2008, 2009 and 2010 for its DSM programs.<sup>3</sup>

5. As part of KCP&L’s applications for approval of its pilot DSM programs, KCP&L included a process by which those programs would be evaluated, measured and verified (“EM&V”). Similar EM&V processes were later required by the Commission’s June 2, 2008 Order in the 442 Docket, paragraph 49. In that same Order, the Commission also directed the utilities and other interested parties to conduct collaborative work sessions to continue to study EM&V regulatory schemes and try to reach a consensus on the process to be used in the future. In July 2009, the Commission opened a generic docket, Docket No. 10-GIMX-013-GIV (“013 Docket”), to develop a Request for Proposal (“RFP”) for third party evaluation, measurement and verification of DSM programs. In an Order issued on October 4, 2010, the Commission adopted Staff’s recommended EM&V RFP and procedures.

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<sup>3</sup> Docket Nos. 09-KCPE-770-TAR, 10-KCPE-636-TAR, and 11-KCPE-665-TAR, respectively.

6. On June 11, 2010, in the 795 Docket, KCP&L filed an application for approval of a revised portfolio of DSM programs along with a new DSM Rider for cost recovery and incentives. Due to opposing positions taken by other parties in the 795 Docket, KCP&L filed to modify its DSM portfolio or, in the alternative, if the Commission did not allow such modification, to withdraw its application. By Order issued January 5, 2011 the Commission granted the withdrawal alternative; however, the Commission also left open certain issues for further consideration under the 795 Docket. By Order issued February 21, 2011, the Commission addressed the remaining issues in the 795 Docket including, as noted above, a determination that KCP&L had met its obligations under the 1025 S&A related to its DSM programs.

7. On April 15, 2011, KCP&L made filings to terminate or freeze four of its pilot DSM programs: (i) Docket No. 11-KCPE-689-TAR (“689 Docket”) for the Cool Homes Program originally approved by the Commission on July 12, 2007; (ii) Docket No. 11-KCPE-690-TAR (“690 Docket”) for the ENERGY STAR<sup>®</sup> New Homes Program originally approved by the Commission on November 14, 2008; (iii) Docket No. 11-KCPE-694-TAR (“694 Docket”) for the C&I Rebate Suite Programs – Audit Rebate, Custom Rebate-Retrofit, and Custom Rebate-New Construction – originally approved by the Commission on January 17, 2007; and (iv) Docket No. 11-KCPE-695-TAR (“695 Docket”) for the Affordable New Homes Program originally approved by the Commission July 23, 2007. These dockets currently are pending before the Commission.

## II. PORTFOLIO OF DSM PROGRAMS FOR APPROVAL

8. With this Application KCP&L is requesting Commission approval to continue six of its pilot DSM programs as permanent programs, some with modifications as requested in this filing. These programs were originally implemented as pilot programs under the 1025 S&A. [1025 S&A, Appendices B and B-1.] The six programs comprising KCP&L's proposed DSM portfolio are as follows:

### **Portfolio of Existing Pilot DSM Programs to Convert to Permanent:**

- Low Income Weatherization                      Approved December 9, 2005
- Home Energy Analyzer                              Approved March 7, 2006
- Business Energy Analyzer                         Approved December 22, 2006
- Building Operator Certification                 Approved May 15, 2007
- Energy Optimizer                                    Approved January 10, 2006
- MPower     Approved September 25, 2006

9. Of the above programs proposed for permanent status, the Home Energy Analyzer, Business Energy Analyzer, and Building Operator Certification are classified by KCP&L as Educational Programs, consistent with the guidelines set out by the Commission in the 442 Docket (Order at paragraphs 29-32 (issued April 13, 2009)).

10. The Direct Testimony of KCP&L witness Mr. Jason Jones, Manager, Products and Services, discusses KCP&L's programs, identifies proposed changes to the portfolio and tariff language changes, provides the information required to be filed with program applications as defined in Appendix A of the Commission's November 14, 2008 Order in the 441 Docket, including new five-year budgets for the programs, and includes the most recent EM&V

evaluations for the Low Income Weatherization, Building Operator Certification, Energy Optimizer and MPower programs.

### **III. COST RECOVERY/INCENTIVE MECHANISM**

11. KCP&L is not requesting any changes to its EE Rider mechanism at this time. KCP&L continues to evaluate the merits of various rider mechanisms for recovery of the costs associated with its DSM programs as well as incentive mechanisms, including potential decoupling, lost revenue recovery, and shared savings incentives. In its most recent annual EE Rider cost recovery filing in Docket No. 11-KCPE-665-TAR, KCP&L noted its plan to continue with the current EE Rider methodology while continuing to work with Staff and other parties on alternative cost recovery/incentive mechanisms. Should the Commission approve this Application for KCP&L to continue to offer the six programs proposed herein, it is KCP&L's intent to continue to recover the costs of those programs through its EE Rider mechanism until such time as the Commission approves an alternative cost recovery/incentive mechanism.

### **IV. TARIFF AND CONTACT INFORMATION**

12. **Proposed Tariffs.** The proposed program tariffs for approval are attached to this Application. Redlined copies of these tariffs showing any changes to the currently approved tariffs for these programs are attached to the Direct Testimony of KCP&L witness Ms. Mary Turner. Appendix A information, including benefit/cost analysis, for each of the DSM programs KCP&L is requesting approval for as part of its portfolio is attached to the Direct Testimony of Company witness Jason Jones.

13. **Contact Information.** In addition to signatory counsel, communications and correspondence in regard to this Application should be addressed to:

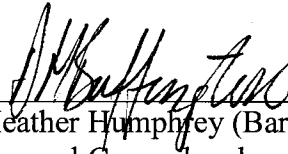
Mary Turner  
Director, Regulatory Affairs  
Kansas City Power & Light Company  
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1200 Main Street – 19<sup>th</sup> floor  
Kansas City, MO 64105  
Telephone: (816) 556-2874  
Facsimile: (816) 556-2110  
E-mail: [mary.turner@kcpl.com](mailto:mary.turner@kcpl.com)

## V. MISCELLANEOUS

14. **Schedule Extension Requirement.** KCP&L understands that by proposing a portfolio of DSM programs in a single filing, the 441 Order indicates the Company should voluntarily waive the 240-day deadline for the Commission to issue a final order in this docket, unless Staff agrees that such a waiver is unnecessary. This requirement was established to accommodate the time necessary to evaluate an entire portfolio of new programs. As KCP&L has already been offering the programs in its proposed portfolio for several years and such programs were reviewed when originally presented for approval as well as during the 795 Docket, KCP&L does not believe that waiver of the 240-day deadline provided for under K.S.A. 66-117 as part of its Application is necessary and respectfully requests that the Commission find such waiver unnecessary at the outset of this docket..

WHEREFORE, KCP&L respectfully requests that the Commission approve the tariffs for the portfolio of DSM programs proposed in this Application.

Respectfully submitted,



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Vice President, Human Resources

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ATTORNEYS FOR  
KANSAS CITY POWER & LIGHT COMPANY



**VERIFICATION**

STATE OF MISSOURI     )  
  )  
COUNTY OF JACKSON    )

I, Denise M. Buffington, being duly sworn, on oath state that I am Corporate Counsel of Kansas City Power & Light Company, that I have read the foregoing Application and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

KANSAS CITY POWER & LIGHT COMPANY

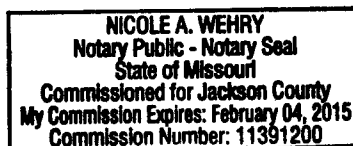
By: *DM Buffington*  
Denise M. Buffington

The foregoing Application was subscribed and sworn to before me this 26<sup>th</sup> day of May, 2011.

*Nicole A. Wehry*  
Notary Public

My Commission Expires:

Feb. 4, 2015



KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 6 Sheet 1

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed July 9, 2009

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 1 of 2 Sheets

**LOW INCOME WEATHERIZATION  
Schedule LIW**

**PURPOSE:**

This Program is intended to assist residential Customers in reducing their energy usage by weatherizing the homes of qualified Customers.

**AVAILABILITY:**

This Program is available to any Customer currently receiving service under any generally available residential rate schedule for a minimum of one year prior to completion of an application for weatherization assistance and who also meets the additional Customer eligibility requirements defined in the agreement between the Company and the Social Service Agency. The Company reserves the right to modify or terminate the Program at any time subject to Commission approval.

**PROGRAM ADMINISTRATION:**

The Program will be administered by Kansas-based Social Service Agencies that are directly involved in qualifying and assisting Customers under this Program.

**PROGRAM ADMINISTRATION COSTS:**

Program funds cannot be used for administrative costs except those incurred by the Social Service Agency that are directly related to qualifying and assisting Customers under this Program. The amount of reimbursable administrative costs per Program year shall not exceed 13 percent of the total Program funds, as defined in the agreement between the Company and the Social Service Agency, that are utilized by the Social Service Agency within a Program year.

**PROGRAM GRANTS:**

The total amount of grants offered to a Customer will be defined in the agreement between the Company and the Social Service Agency using established criteria for Low Income Weatherization. The average expenditure per Customer in each program year shall not exceed the Adjusted Average Expenditure Limit for weatherization determined by the U.S. Department of Energy that is applicable for the month that the weatherization is completed.

Issued: May 27, 2011  
Month Day Year  
Effective: \_\_\_\_\_  
Month Day Year  
By: Mary Britt Turner Director  
Title

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

KANSAS CITY POWER & LIGHT COMPANY

Replacing Schedule 6 Sheet 2

(Name of Issuing Utility)

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed July 9, 2009

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 2 Sheets

**LOW INCOME WEATHERIZATION  
Schedule LIW (Continued)**

**CUSTOMER ELIGIBILITY:**

The Social Service Agency will select Customers eligible for Low Income Weatherization using the following criteria: The Customer's household earnings meet the low income guidelines for weatherization specified by the Department of Energy (DOE) for the number of persons in the residence, the residence must have energy consumption greater than 3,000 kWh per year, the Customer must have received electric service from the Company for a minimum of one year prior to completion of an application, and other eligibility requirements defined in the agreement between the Company and Social Service Agency.

**PROGRAM FUNDING:**

The Company will provide for incentive payments, marketing costs, evaluation cost, and Program administrative costs. This Program and its costs shall be eligible for recovery under the Company's Energy Efficiency Rider, Schedule EE, subject to the provisions thereof.

**EVALUATION:**

Evaluation, measurement and verification of the Program will be completed consistent with requirements established by the Commission in Docket No. 08-GIMX-442-GIV and Docket No. 10-GIMX-013-GIV.

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Month Day Year  
Effective: \_\_\_\_\_  
By: Mary Britt Turner Director  
Mary Britt Turner Director  
Title

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

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 7 Sheet 1

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed September 6, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 1 of 3 Sheets

**RESIDENTIAL, SMALL AND MEDIUM GENERAL SERVICE AIR CONDITIONER CYCLING RIDER ENERGY OPTIMIZER PROGRAM**  
Schedule EO

**PURPOSE:**

The Energy Optimizer Program (Program) is intended to help reduce system peak load and thus defer the need for additional capacity. The Program accomplishes this by cycling a Participant's air conditioning unit (and/or other appliances) temporarily in a Company coordinated effort to limit overall system peak load.

**AVAILABILITY:**

This Program is available to any Customer currently receiving or requesting service under any residential rate schedule or any small or medium general service rate schedule. Customers must also have adequate paging and/or radio coverage and have a working central air conditioning system of suitable size and technology to be controlled by the programmable thermostat and economically contribute to the Program. Residential property owner's (owner occupant or landlord for a rental property) permission is required to participate. Commercial property owner's permission may be required for the tenant to participate, based on thermostat ownership. The Company may limit the number of participants based on available Program budget and reserves the right to modify or terminate the Program at any time subject to Commission approval.

**CONTROLS AND INCENTIVES:**

Participating Customers will receive a programmable thermostat that can be controlled via radio signals sent to the unit by the Company or its assignees. During a curtailment event, the Company or its assignee will send a radio signal to the thermostat that will cycle the air conditioner and/or other equipment. Customers may use the programmable thermostat throughout the year to improve heating and cooling efficiency. Other Company-supplied control devices may be substituted for, or provided in addition to, the programmable thermostat to control other appliances such as pool pumps or electric water heaters with the Customer's permission.

**CYCLING METHODS:**

The Company may elect to cycle participating Customers' air conditioner units either by raising the thermostat setting, or by directly cycling the compressor unit.

**NOTIFICATION:**

The Company will notify participating Customers of a curtailment event via a website and/or on the thermostat. The notification can occur prior to or at the start of a curtailment event.

**CURTAILMENT SEASON:**

The curtailment season will extend from June 1 to September 30.

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Month Day Year  
Effective: \_\_\_\_\_  
Month Day Year  
By: Mary Britt Turner Director  
Title

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

**KANSAS CITY POWER & LIGHT COMPANY**

(Name of Issuing Utility)

Replacing Schedule 7 Sheet 2

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed September 6, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 3 Sheets

**RESIDENTIAL, SMALL AND MEDIUM GENERAL SERVICE AIR CONDITIONER CYCLING RIDER ENERGY OPTIMIZER PROGRAM**  
Schedule EO (Continued)

**CURTAILMENT LIMITS:**

The Company may call a curtailment event any weekday, Monday through Friday, excluding Independence Day and Labor Day, or any day celebrated as such. A curtailment event occurs whenever the thermostat is being controlled by the Company. The Company may call a maximum of one curtailment event per day lasting no longer than four (4) hours per Customer. The Company is not required to curtail all participating Customers simultaneously and may stagger curtailment events across participating Customers.

**CURTAILMENT OPT OUT PROVISION:**

Participating Customers may opt out of one air conditioning cycling curtailment event each month during the Curtailment Season by notifying the Company at any time prior to or during a curtailment event. Notification must be communicated to the Company by using the Company's website ([www.kcpl.com](http://www.kcpl.com)) or by calling the Company at the telephone number provided with the air conditioner cycling agreement. If an event does not occur on the day the Customer requested to opt out, the Customer is not considered as having used their once-per-month opt out provision.

**NEED FOR CURTAILMENT:**

Curtailments may be requested for operational or economic reasons. Operational curtailments may occur when any physical operating parameter(s) approach a constraint on the generation, transmission or distribution systems or to maintain the Company's capacity margin requirement. Economic reasons may include any occasion when the marginal cost to produce or procure energy or the price to sell the energy in the wholesale market is greater than a Customer's retail price.

**CONTRACT TERM:**

Initial contracts will be for a term of three years. Thereafter, the contract will continue to be in force, except that the Customer may terminate the program on 90 days written notice. At the end of the initial contract term, the thermostat becomes the Customer's property; and, so long as the contract is in force, the Company will provide maintenance and repair to the programmable thermostat as may be required due to normal use. If the Customer leaves the Program prior to the end of the initial contract, the Company will have 60 days thereafter to remove the thermostat and/or other control equipment; otherwise, any equipment previously installed at Company expense becomes the Customer's property. With the exception of thermostats, the Company may retain ownership of all other Company supplied control devices after the initial contract term.

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Month Day Year  
Effective:  
By: Mary Britt Turner  
Mary Britt Turner Director  
Title

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

**KANSAS CITY POWER & LIGHT COMPANY**

(Name of Issuing Utility)

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

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

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

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

Sheet 3 of 3 Sheets

**RESIDENTIAL, SMALL AND MEDIUM GENERAL SERVICE AIR CONDITIONER CYCLING RIDER ENERGY OPTIMIZER PROGRAM**  
Schedule EO (Continued)

**PROGRAM FUNDING:**

The Company will provide for incentive payments, marketing costs, evaluation cost, and Program administrative costs. Such costs shall be eligible for recovery under the Company's Energy Efficiency Rider, Schedule EE, subject to the provisions thereof.

**EVALUATION:**

Evaluation, measurement and verification of the Program will be completed consistent with requirements established by the Commission in Docket No. 08-GIMX-442-GIV and Docket No. 10-GIMX-013-GIV.

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Month Day Year  
Effective: \_\_\_\_\_  
By: Mary Britt Turner Director  
Mary Britt Turner Director  
Title

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

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 8 Sheet 1 and 2

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed January 2, 2007

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

Sheet 1 of 1 Sheets

**BUILDING OPERATOR CERTIFICATION PROGRAM  
Schedule BOC**

**PURPOSE:**

This voluntary Program is designed to establish and encourage Building Operator Certification through the Northwest Energy Efficiency Council's Building Operator Certification Level 1 and Level 2 curriculums to encourage energy efficient operation of buildings. In support of a partnership with the Midwest Energy Efficiency Alliance (MEEA), the Company will:

- Reimburse the annual cost to license the Level 1 and Level 2 curriculums for the Company's Kansas service territory.
- Reimburse portions of the tuition costs for Building Operators associated with properties in the Company's service area who successfully complete the certifications.

**AVAILABILITY:**

The certification courses funded by this Program will be available through MEEA for any building operators, managers and consultants employed by or associated with a company having at least one Kansas commercial property receiving electrical service from the Company.

Reimbursements for the successful completion of the certifications are available to any participant associated with at least one Kansas commercial property receiving electrical service from the Company.

The Company reserves the right to modify or terminate the program at any time, subject to Commission approval.

**PROGRAM ADMINISTRATION:**

The Program will be administered by MEEA. The Company will utilize an internal program manager to conduct its internal oversight of the program.

**PROGRAM FUNDING:**

The Company will provide for incentive payments, marketing costs, evaluation cost, and Program administrative costs. This Program and its costs shall be eligible for recovery under the Company's Energy Efficiency Rider, Schedule EE, subject to the provisions thereof.

KCP&L will reimburse MEEA for the amount paid annually to license the Level 1 and Level 2 curriculums for the KCP&L area.

Tuition reimbursements of \$575 per certification level will be paid to the entity paying the tuition. To receive the reimbursement, qualified participants must complete a reimbursement request and submit it to the Company. The reimbursement form is available by contacting the Company directly.

**EVALUATION:**

Evaluation, measurement and verification of the Program will be completed consistent with requirements established by the Commission in Docket No. 08-GIMX-442-GIV and Docket No. 10-GIMX-013-GIV.

Issued: May 27, 2011  
Month Day Year

Effective: \_\_\_\_\_  
Month Day Year

By: Mary Britt Turner Director  
Title

**FILED**

THE STATE CORPORATION COMMISSION OF  
KANSAS

By: \_\_\_\_\_  
Secretary

**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 April 30, 2008

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 1 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

**PURPOSE:**

This voluntary rider is intended to help defer future generation capacity additions and provide for improvements in energy supply.

**AVAILABILITY:**

This Rider 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 25 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 and reserves the right to modify or terminate the Program at any time subject to Commission approval. 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 or to maintain the Company's capacity margin requirement. 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.

**AGGREGATION OF A CUSTOMER'S MULTIPLE ACCOUNTS:**

For the purposes of this Rider only, and at the Company's option, a Customer with multiple accounts may request that some or all of its accounts be aggregated with respect to Estimated Peak Demands, Curtailable Loads and Firm Power Levels, so long as each account in the aggregation is able to provide a Curtailable Load of at least 25 kW.

The aggregated account will be treated as a single account for purposes of calculating the Program Participation Payments, Curtailment Occurrence Payments and Penalties.

**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. The Company reserves the right to limit the contract term. 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 through September. The Curtailment Season will exclude Independence Day, Labor Day, or the days celebrated as such.

Issued: <u>May 27, 2011</u> <small>Month Day Year</small>	FILED
Effective: _____ <small>Month Day Year</small> By: <u>Mary Britt Turner</u> Director <small>Title</small>	THE STATE CORPORATION COMMISSION OF KANSAS  By: _____ <small>Secretary</small>



KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 2

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed April 9, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 2 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

**(Continued)**

**CURTAILMENT HOURS:**

Curtailement will occur during the hours of 12:00 noon through 10:00 pm, Monday through Friday, during the Curtailement Season. The Curtailement Hours associated with a Curtailement Event will be established at the time of the Curtailement Notification.

**CURTAILMENT NOTIFICATION:**

Customers will receive Curtailement Notification a minimum of four hours prior to the start time of a Curtailement Event.

**CURTAILMENT LIMITS:**

The Customer shall specify in the Contract, the Maximum Number of Curtailement Events for which the Customer agrees to curtail each Curtailement Season. The Maximum Number of Curtailement Events shall not exceed ten (10) separate occurrences per year. 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 Curtailement Event no more than three consecutive days per calendar week. The cumulative Curtailement Hours per Customer shall not exceed eighty (80) hours in any calendar year.

**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 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 or to otherwise measure the Customer's curtailement performance.

**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 Curtailement Load. If a change in the Customer's Estimated Peak Demand results in a change in their Curtailement Load, the Customer shall lose and/or repay their curtailement payments proportional to the number of days curtailement was not available and the change in the Curtailement 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 Curtailement Event, shall be set at least 25 kW less than the Customer's Estimated Peak Demand.

The Company may use a Test Curtailement to establish the Firm Power Levels for the Customer.

Issued: May 27, 2011  
Month Day Year

Effective: \_\_\_\_\_  
Month Day Year

By: Mary Britt Turner  
 Mary Britt Turner Director  
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 & 4

(Territory to which schedule is applicable)

which was filed April 9, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 3 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

**(Continued)**

**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 25 kW. 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 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 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 25 kW. Curtailable Load is calculated as the difference between the Estimated Peak Demand as determined above, and the Firm Power Level.

Issued: May 27, 2011  
Month Day Year  
Effective: \_\_\_\_\_  
Month Day Year  
By: Mary Britt Turner Director  
Title

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 & 4

(Territory to which schedule is applicable)

which was filed April 9, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 4 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

**(Continued)**

**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 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:

**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. The Initial Payment amount will not be greater than a level which would result in an annual Program Participation Payment of less than \$2.50 per kilowatt of Curtailable Load per Curtailment Event.

**PROGRAM PARTICIPATION PAYMENT:** For each Curtailment Season, Customer shall receive a payment/credit of a minimum of:

- One-year contract: \$2.50 per kilowatt of Curtailable Load multiplied by the Maximum Number of Curtailment Events. Customers enrolling in their third or fourth consecutive one-year contracts will receive \$3.25 per kilowatt of Curtailable Load multiplied by the Maximum Number of Curtailment Events. Customers enrolling in their fifth or greater consecutive one-year contract will receive \$4.50 per kilowatt of Curtailable Load multiplied by the Maximum Number of Curtailment Events.
- Three-year contract: \$3.25 per kilowatt of Curtailable Load multiplied by the Maximum Number of Curtailment Events.
- Five-year contract: \$4.50 per kilowatt of Curtailable Load multiplied by the Maximum Number of Curtailment Events.

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.

**CURTAILMENT OCCURRENCE 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 his Firm Power Level during a Curtailment Event.

Payments for Additional Voluntary Events could be an amount other than \$0.35 per kW and will be determined in advance of each Additional Voluntary Event.

Issued: <u>May 27, 2011</u> <small>Month Day Year</small>	<u>FILED</u>
Effective: _____ <small>Month Day Year</small>	THE STATE CORPORATION COMMISSION OF KANSAS
By: <u>Mary Britt Turner</u> <small>Month Day Year</small> Mary Britt Turner Director <small>Title</small>	By: _____ <small>Secretary</small>

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 5

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed April 9, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 5 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

**(Continued)**

**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 in, or refund of, Program Participation Payments and Curtailment Occurrence Payments for each such failure as outlined below:

Curtailment Occurrence Payment reduction: Customer will forfeit Curtailment Occurrence Payment for every hour during which it fails to effect load reduction to its Firm Power Level or lower.

Program Participation Payment reduction: 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 occurrence.

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.

**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 two hours of the notification period remaining prior to commencement of a curtailment occurrence, the canceled curtailment 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 failure to effect load reduction to its Firm Power Level or lower with any request for curtailment. Test Curtailments do not count toward the Maximum Number of Curtailment Events. Customers will not be compensated for Test Curtailments.

Issued: May 27, 2011  
Month Day Year

Effective:

By: Mary Britt Turner Month Day Year  
 Mary Britt Turner Director  
Title

FILED

THE STATE CORPORATION COMMISSION OF  
 KANSAS

By: \_\_\_\_\_  
Secretary

KANSAS CITY POWER & LIGHT COMPANY

(Name of Issuing Utility)

Replacing Schedule 76 Sheet 6

Rate Areas No. 2 & 4

(Territory to which schedule is applicable)

which was filed April 9, 2007

No supplement or separate understanding shall modify the tariff as shown hereon. Sheet 6 of 6 Sheets

**MPOWER RIDER  
Schedule MP**

**(Continued)**

**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 Occurrence 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 events equal to their chosen Maximum Number of Events.

**PROGRAM FUNDING:**

The Company will provide for customer compensation, marketing costs, evaluation cost, and Program administrative costs. This Program and its costs shall be eligible for recovery under the Company's Energy Efficiency Rider, Schedule EE, subject to the provisions thereof.

**EVALUATION:**

Evaluation, measurement and verification of the Program will be completed consistent with requirements established by the Commission in Docket No. 08-GIMX-442-GIV and Docket No. 10-GIMX-013-GIV.

Issued: May 27, 2011  
Month Day Year  
Effective: \_\_\_\_\_  
By: Mary Britt Turner Director  
Title

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



**Denise M. Buffington**  
**Corporate Counsel**

**WRITER'S DIRECT DIAL:**

**☎ (816) 556-2683**

**Facsimile: (816) 556-2787**

May 26, 2011

Received  
on

**MAY 27 2011**

by  
State Corporation Commission  
of Kansas

Mr. Tom Day  
Acting Executive Director  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, KS 66604

Re: *In the Matter of the Application of Kansas City Power & Light Company for  
Approval To Transition to Permanent Status Certain Demand Side Management  
Programs*  
Docket No. 11-KCPE-\_\_\_-TAR

Dear Mr. Day:

Please accept for filing the original and eight (8) copies Kansas City Power & Light Company's Application and supporting documentation in the above-referenced matter. Also being submitted is an electronic copy of the same, pursuant to K.S.A. 66-1239.

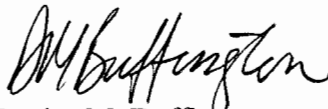
Certain information contained within the direct testimony schedules of KCP&L witness Jason D. Jones has been designated by KCP&L as "CONFIDENTIAL." KCP&L requests that the Commission maintain the confidential status of such designated materials in accordance with K.S.A. 66-1220a and K.A.R. 82-1-221a. The public disclosure of such information would adversely impact KCP&L. A separate public version of the aforementioned documentation with the confidential information redacted is enclosed.

The information is designated as CONFIDENTIAL because it contains: (i) marketing analyses or other market-specific information relating to services offered in competition with others; (ii) reports, work papers or other documentation related to work produced by internal or external auditors or consultants; or (iii) information concerning trade secrets, as well as private, technical, financial and business information that is not available to the public.

Mr. Tom Day  
Acting Executive Director  
May 26, 2011  
Page 2

Please file-stamp the extra copy of the aforementioned filings included for that purpose, then return with the courier from our offices. Thank you for your assistance and attention to this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "DM Buffington". The signature is written in a cursive, flowing style.

Denise M. Buffington  
Corporate Counsel

DMB/naw/enclosures