STATE OF	F MISSOURI, PUBI	LIC SERVICE COM	IMISSION		
	P.S.C. MO. No.	1	<u>2nd</u>	Revised Sheet No.	R-63.26
Canceling	P.S.C. MO. No.	1	1st	Original Sheet No.	R-63.26

# KCP&L Greater Missouri Operations Company KANSAS CITY, MO 64106

## For All Territory Served as L&P and MPS

## RULES AND REGULATIONS ELECTRIC

## MPower Rider (FROZEN)

#### PENALTIES

(continued)

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.

#### 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, subject to the paragraph entitled "Special Provisions for MPOWER Customers." A separate Contract for service on the Voluntary Load Reduction Rider is not required for customers served on the MPOWER Rider.

### 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.

#### RULES AND REGULATIONS

Service will be furnished under and this schedule shall be subject to Company Rules and Regulations.

The above rate or minimum bill does not include franchise, occupational or sales taxes. The Company "Tax and License Rider," "Demand Side Investment Mechanism Rider," and "Fuel Adjustment Clause" are applicable to all service and charges under this schedule.