BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the Matter of KCP&L Greater Missouri Operations)	
Company's Request for Authority to Implement)	File No. ER-2016-0156
A General Rate Increase for Electric Service)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW KCP&L Greater Missouri Operations Company ("GMO" or "Company"), Staff of the Missouri Public Service Commission ("Staff"), Missouri Department of Economic Development – Division of Energy ("DE"), Midwest Energy Consumers Group ("MECG"), and Missouri Industrial Energy Consumers ("MIEC") (collectively, the "Signatories"), by and through their respective counsel, and for their Non-Unanimous Stipulation and Agreement ("Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

AGREEMENTS

1. TOTAL REVENUE REQUIREMENT

The Signatories agree that GMO should be authorized to file tariffs designed to increase the Company's revenues by \$3.0 million annually plus an amount for impact mitigation as provided in Paragraph 11(4), exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes, to become effective no sooner than December 15, 2016 and no later than December 22, 2016. GMO will file compliance tariff sheets by November 8, 2016.

The Signatories further agree that Staff's billing determinants and current revenues for this case, plus an overall increase of \$3.0 million, should be used as the revenue requirement in the setting of rates in this case.

The Stipulation does not contain an agreed to return on equity ("ROE"). This revenue requirement is based on an implied ROE range of 9.5% to 9.75%. Some Signatories to the Stipulation believe the implicit ROE is approximately 9.5% and some Signatories believe the implicit ROE in this settlement approximates 9.75%.

2. RENEWABLE ENERGY STANDARD RATE ADJUSTMENT MECHANISM ("RESRAM")

GMO has provided rebates and met the requirements of the solar rebate program. The audit has been completed. GMO has paid solar rebates to customers in excess of the level agreed to in the stipulation for solar rebates by \$2.6 million, GMO agrees to a disallowance of \$1.3 million. There shall be no additional disallowance of the \$52.6 million of solar rebates paid by GMO as of the date of this Stipulation. This agreement does not address any prospective solar rebates that may be paid by GMO to customers after the date of this Stipulation.

3. DEPRECIATION RATES

The Signatories agree to the use of the depreciation rates as presented in the attached Schedule A – Depreciation Accrual Rates. The schedule includes depreciation rates for new solar generation for Accounts 341 Structures and Improvements – Solar, 344 Generators – Solar, 345 Accessory Electric Equipment – Solar, 346 Miscellaneous Power Plant Equipment – Solar and AMI-Meters – Account 370.02. In addition to the attached schedule, GMO shall be allowed to collect an annual amortization amount equal to \$7.2 million. This additional amortization shall be booked and accounted for on an annual basis until GMO's next general electric rate case. In GMO's next filed rate case the Commission will determine the distribution of the additional amortization. The balance will be used to cover any deficiencies in reserves across production, transmission and distribution accounts. Any undistributed balance will be used as an

offset to future rate base. This amortization is for purpose of settlement of this case only and does not constitute an agreement as to the methodology or a precedent for any future rate case.

4. MAJOR MAINTENANCE

The Signatories agree that GMO shall be authorized to record costs incremental to typical maintenance costs related to power plant turbine overhauls in advance of performing this type of maintenance at the power plants. The Signatories agree that these maintenance costs equal \$3,219,276 annualized and are reflected in the final revenue requirement. This method is used to match the utilization of the power plant turbine overhauls that are required periodically based on the number of starts for certain power plants. The accounting for this accrual is to record the authorized cost of service as expense in the period collected in rates with an offsetting credit to a regulatory liability until the major maintenance is performed. Use of this methodology referenced in this paragraph shall have no ratemaking effect in future rate cases.

5. HEDGING & CROSS-HEDGING

The Signatories agree that GMO will suspend all of its hedging activities associated with natural gas (cross-hedging related to purchased power and natural gas fuel hedging). Upon approval of this Stipulation, GMO will expeditiously proceed to unwind all of its hedges associated with natural gas. Any gains or losses from the unwinding of the natural gas hedges will be flowed through GMO's Fuel Adjustment Clause ("FAC") without disallowance.

The Signatories agree GMO may resume its natural gas fuel hedging activities (but not use natural gas derivatives to cross-hedge purchased power) should the market place and/or other factors change such that resuming natural gas fuel hedging activities would be warranted. GMO agrees to notify the Commission Staff and the Office of the Public Counsel ("Public Counsel") if GMO decides to resume its natural gas fuel hedging activities. In the event GMO resumes natural gas fuel hedging activities, GMO will record all hedging gains to FERC Account 254,

Regulatory Liability and hedging losses to FERC Account 182.3 Other Regulatory Assets or FERC Account 186, Deferred Debits. This deferral is agreed upon for purposes solely described in this paragraph and does not apply to or set precedent for any other case or expense. All parties are free to argue for the ratemaking treatment of any amounts deferred under this language and the ongoing treatment of hedging costs.

6. PROSPECTIVE TRACKING OF REGULATORY ASSET AND LIABILITY RECOVERY

In each future GMO general rate case, the Signatories agree that the balance of each amortization relating to regulatory assets or liabilities that remains, after full recovery by GMO (regulatory asset) or full credit to GMO customers (regulatory liability), shall be applied as offsets to other amortizations which do not expire before GMO's new rates from that rate case take effect. In the event no other amortization expires before GMO's new rates from that rate case take effect, then the remaining unamortized balance shall be a new regulatory liability or asset that is amortized over an appropriate period of time. For example, the Demand Side Management ("DSM") amortizations, once fully recovered, will be used to offset (reduce) other vintages of DSM amortizations, each reducing other vintages as those become fully recovered and, in the event no other vintages remain to be amortized, the DSM amortizations will be applied to other amortizations that do not end before new rates take effect. (See attached Schedule B of deferred assets/liabilities).

7. PENSIONS

See separate Stipulation and Agreement which establishes level of recovery in rates.

8. ECONOMIC RELIEF PILOT PROGRAM ("ERPP")

The Signatories agree that, for the purposes of this case, the ERPP will be funded at \$788,019 annually (50% ratepayer and 50% shareholder), with \$394,009 included in the final

revenue requirement. The monthly credit will increase from up to \$50 to up to \$65 and the federal poverty level shall be increased from 185% to 200%. Any balances from prior period programs will be available for distribution in the ERPP program in future years.

GMO shall modify the language in subpart 9.17.E.2 in tariff sheet R-62.16 to include "Applicants agree to apply for weatherization assistance, if eligible, and for any other available energy assistance programs." GMO agrees to work with agencies to encourage customers receiving ERPP funds to contact other agencies for weatherization assistance.

9. INCOME-ELIGIBLE WEATHERIZATION

A level of \$400,000 per year will be recovered in the base rates for GMO's Income-Eligible Weatherization program. Any unspent funds will accrue interest at the AFUDC rate. Balances will carry over for use in future program years. Up to an additional \$100,000 per year in weatherization program expenditures can be recorded in a deferral account for future recovery.

10. ADVANCED METER INFRASTRUCTURE ("AMI") METER OPT-OUT PROGRAM

GMO will allow residential customers the option of not having an AMI meter. Initial and monthly charges set at the following levels: Initial set-up charge of \$150.00 per initial set-up; and a monthly recurring charge of \$45.00 per month for a meter reading charge in addition to the normal tariffed charges.

11. RATE DESIGN

- Accept the consolidation of MPS and L&P rate districts into a common GMO-wide rate structure.
 - a. Billing Determinants Accept Staff's class cost of service ("CCOS") direct-filed billing determinants for consolidated rate classes as supplied in Staff's workpaper "Info for Rate Design."

- No further annualizations, normalizations, or adjustments for true-up will be made.
- ii. Date for zeroing out MEEIA cycle 2 mechanism will be June 30, 2016.
- 2) The revenue increase will be applied consistent with the supplemented stipulation and agreement on this matter that the Commission approved by its August 19, 2016 Order Approving Stipulation and Agreement, and Supplement Related to Allocation of Any Rate Increase.
- 3) Residential Rate Design.
 - a. Accept the residential rate design as follows:
 - i. RES General Use and RES Space Heating Customer charge of \$10.43.
 - ii. RES Other and RES TOU Customer Charge will be \$17.18 and \$18.46, respectively, to maintain existing relationship to RES General Use. Other rate elements for RES Other and RES TOU will be rates proposed by Staff, increased by the class increase amount.
 - iii. For RES General Use and RES Space Heating, set the summer energy rate for all blocks at \$0.12050 per kWh increased by the class increase amount. This would ensure no decrease for the summer energy prices.
 - iv. Recover remaining Residential revenue from the RES General Use and RES Space Heating winter energy rates.
 - 1. General Use
 - a. Set the second and third block rates equal to \$0.07800, the current
 L&P tail block rate.

2. Space Heating

- a. Set the second and third block rates equal to \$0.0601 and \$0.0497, the current MPS second and third block energy rates, increased by the class increase amount, resulting in rates of \$0.06035 and \$0.04991.
- 3. Set the General Use and Space Heat first winter energy blocks equal to \$0.10625 and as such to recover remaining class revenue.

	Re	MO860 esidential eneral Use (MPS)	MO910 esidential eneral Use (L&P)	R	Staff commended es. General Jse Before Increase	Opti	O Settlement ion - General Use 2% Increase)	MO 870 desidential space Heat (MPS)	MO 920 desidential space Heat (L&P)	R Hea	Staff commended les. Space ating Before Increase	Op	O Settlement tion - Space Heating 2% Increase)
Customer Charge:	\$	10.43	\$ 9.54	\$	10.71	\$	10.43	\$ 10.43	\$ 9.54	\$	10.71	\$	10.43
Summer First 600/650 kWh	\$	0.11150	\$ 0.11910	\$	0.10871	\$	0.12050	\$ 0.11150	\$ 0.11910	\$	0.10871	\$	0.12050
Summer Next 400 kWh:	\$	0.11480	\$ 0.11910	\$	0.10871	\$	0.12050	\$ 0.11480	\$ 0.11910	\$	0.10871	\$	0.12050
Summer over 1000 kWh	\$	0.12050	\$ 0.11910	\$	0.10871	\$	0.12050	\$ 0.12050	\$ 0.11910	\$	0.10871	\$	0.12050
Winter First 600/650 kWh	\$	0.11150	\$ 0.10580	\$	0.10871	\$	0.10625	\$ 0.11150	\$ 0.08760	\$	0.10871	\$	0.10625
Winter Next 400 kWh:	\$	0.07640	\$ 0.07800	\$	0.07724	\$	0.07800	\$ 0.06010	\$ 0.08760	\$	0.08932	\$	0.06035
Winter over 1000 kWh	\$	0.07640	\$ 0.07800	\$	0.07724	\$	0.07800	\$ 0.04970	\$ 0.05900	\$	0.05903	\$	0.04991

Figure 1 – Rate Comparison

4) Non-Residential Rate Design

- a. Run the best fit modeling program to determine the delta between the Adjusted Revenue, representing the revenues produced by the Staff Rate Design adjusted to apply the identified under-recovery and the revenue produced by the best-fit placement of customers following the application of the overall increase to revenues defined by this Stipulation and adjust the rate revenues to account for any deviation. This correction shall be applied to all non-residential rate components with in the Small General Service ("SGS"), Large General Service ("LGS") and Large Power Service ("LPS") classes.
 - i. GMO shall use data for the 12-months ending with the July 31, 2016 billing month. GMO shall provide its calculation of the amount described in paragraph a. above for customers that received service during July 2016 by no

- later than October 24, 2016. GMO shall provide its compliance tariff sheets including rates to the parties no later than November 8, 2016.
- ii. Signatories agree that to achieve the stipulated revenue requirement increase of \$3.0 million above the base amount as set out above, rates will be developed on a basis that initially includes a best-fit revenue adjustment of \$8,192,523.
- b. Signatories agree that the rate increase shall be applied as an equal percentage to the rates used in Staff's CCOS direct work papers after adjustment to recognize the under-recovery.

Class	Revenue Produced by Staff Rate Design		by Staff Rate Application of				Proposed Increase		
Residential	\$	373,739,477	\$	-	\$	373,739,477	\$	1,552,469	
SGS	\$	96,657,378	\$	2,338,559	\$	98,995,937	\$	411,217	
LGS	\$	106,215,469	\$	2,569,811	\$	108,785,280	\$	451,881	
LPS	\$	135,740,755	\$	3,284,155	\$	139,024,910	\$	577,493	
LPS RTP	\$	1,019,786	\$	-	\$	1,019,786	\$	4,236	
Lighting - Unmetered	\$	13,770,022	\$	-	\$	13,770,022	\$	-	
Lighting - Meter	\$	125,892	\$	-	\$	125,892	\$	523	
Thermal	\$	476,862	\$	-	\$	476,862	\$	1,981	
TOD	\$	48,305	\$	-	\$	48,305	\$	201	
	\$	727,793,946	\$	8,192,525	\$	735,986,471	\$ 3	3,000,000	

5) Rate Impact Mitigation

One-Time Cost Mitigation Programs

The residential mitigation program shall apply to all residential customers that are estimated to receive an annual increase more than \$20 above a 5% annual increase and provided that the credit is more than \$40 annually. The SGS mitigation program shall apply to all SGS customers that are estimated to receive an annual increase more

than \$40 above a 5% annual increase and provided that the credit is more than \$150 annually.

The LGS and LP mitigation program shall apply to all LGS and LP customers that are estimated to have an annual increase in excess of \$12,000. For these customers, a mitigation credit will be applied to limit the annual impact to 5%, if the amount of the credit exceeds \$3,000.

The increase estimates shall be computed based on billing determinants reflecting the 12 months ended October 2016. Such customers shall receive a first year mitigation credit equal to the amount by which the estimated increase exceeds 5% and the annual credit minimums discussed above. The mitigation credit shall be provided to customers in the July 2017 billing cycle.

Mitigation Program Cost Recovery

Cost of mitigation shall be assigned to each class that is mitigated and that value shall be incorporated into the rates resulting from this case. The value of mitigation for RES and SGS shall be 25% of the calculated revenue shortfall due to mitigation for each class. The value of mitigation for LGS and LP shall be 50% of the calculated revenue shortfall due to mitigation for each class. No tracking.

6) Tariff sheets not to take effect prior to December 15, 2016.

12. OTHER RATE DESIGN ISSUES

Agree to study 1) modifying GMO's seasonal rates in a future rate proceeding to establish rates for Peak months and Shoulder months, as opposed to GMO's current Summer/Non-Summer seasonal split, including applicable determinants; and 2) responsible energy use as related to residential block rates. The Company will work with the Signatories to

define the scope of study. GMO will file the results of this study as part of its direct testimony in GMO's next general rate case or rate design case, whichever occurs first.

GMO will do appropriate load research of the consolidated classes with new sampling meters determined no later than April 30, 2018, and make good faith efforts to have the sampling meters installed and operational by July 1, 2018.

GMO will file a CCOS in a rate case or rate design case that includes at least 12 months of resampled consolidated billing data in GMO's test year. Class hourly load data for GMO's test year and Staff's update period shall be provided no later than three months and one week after the end of each period. Weather normalized class hourly load data for each period shall be provided no later than six months after the end of each period. If GMO does not file a rate case including at least 12 months of resampled consolidated rate billing data by June 30, 2019, it shall file a rate design case by June 30, 2019 that includes 12 months consolidated rate billing data using the April 30, 2018 resample of load research as the basis of GMO's direct filing. For any rate case or rate design case filed prior to June 30, 2019, GMO commits to provide hourly load data for GMO's test year and Staff's update period no later than three months and one week after the end of each period and weather normalized class hourly load data for each period no later than six months after the end of each period. For any rate case or rate design case filed prior to June 30, 2019, the data used in GMO's analysis will utilize a prior sample design.

GMO will include in its direct filing in its next rate case or rate design case a study of TOU rates for GMO including TOU residential and SGS rates, critical peak rates, Electric Vehicle TOU rates for stand-alone charging stations, TOU rates applicable to Electric Vehicle charging associated with an existing account, Real Time Pricing, Peak Time Rebates, and other

rate types which could encourage load shifting/efficiency. GMO will propose rates based on this study no later than its next rate case or rate design case.

GMO will include the disclaimer language below in the application for the following Missouri Energy Efficiency Act ("MEEIA") programs.

<u>C&I</u>: Business Energy Efficiency Rebate-Custom, Business Energy Efficiency Rebate-Standard, Strategic Energy Management, Block Building, Small Business Direct Install.

Residential: Whole House Efficiency.

Your energy efficiency investment is subject to the current rates, rules and regulations by the Missouri Public Service Commission ("Commission"). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, your energy efficiency investment is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from KCP&L Greater Missouri Operations Company.

KCP&L Greater Missouri Operations Company's electricity rates, charges and service fees are determined by the Commission and are subject to change based upon the decision of the Commission. These future adjustments may positively or negatively impact any potential savings or the value of your energy efficiency investment.

Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by KCP&L Greater Missouri Operations Company or the Commission. They are based on projections formulated by external third parties not affiliated with KCP&L Greater Missouri Operations Company or the Commission.

GMO is required to maintain electronic copies of these disclaimers with signed consent for future reference and Commission Staff audits.

GMO will file a tariff sheet which reflects the disclaimer language for photovoltaic systems as outlined on page 15 of Public Counsel witness Geoff Marke's surrebuttal testimony.

GMO is required to maintain electronic copies of these disclaimers with signed consent for future reference and Commission Staff audits.

13. LAKE ROAD STEAM ALLOCATIONS

The Signatories agree that, for the purposes of this case, the Lake Road electric/steam allocation factors will be set at the values listed in the following table. GMO agrees to use these allocations for purposes of future surveillance reports.

KCP&L Greater Missouri Operations (GMO)- Combined Allocation Factors

Electric/Stea	am Allocation Factors	Electric	Steam	
1,1	Jurisdictional-100% Electric	100.000 %	0.000 %	100.000 %
1,3	100% Jurisdictional/Allocated Plant Base	98.887 %	1.113 %	100.000 %
1,13	100% Jurisdictional/O&M	92.846 %	7.154 %	100.000 %
2,2	Non-Juris/Steam	0.000 %	100.000 %	100.000 %
3,1	Demand/Electric	99.540 %	0.460 %	100.000 %
3,4	Demand/Land	75.730 %	24.270 %	100.000 %
3,5	Demand/Structures	75.730 %	24.270 %	100.000 %
3,6	Demand/Boiler Plant	65.515 %	34.485 %	100.000 %
3,7	Demand/Turbogenerators	99.255 %	0.745 %	100.000 %
3,8	Demand/Access Elec Eqpt	75.730 %	24.270 %	100.000 %
3,9	Demand/Misc Steam Gen Eqpt	47.381 %	52.619 %	100.000 %
3,10	Demand/Electric/Steam Plant	75.730 %	24.270 %	100.000 %
3,13	Demand/O&M	92.419 %	7.581 %	100.000 %
4,1	Energy/Electric	99.500 %	0.500 %	100.000 %
5,1	Distribution/Electric	99.667 %	0.333 %	100.000 %
6,1	Payroll/Electric	99.591 %	0.409 %	100.000 %
6,14	Payroll/A&G	98.911 %	1.089 %	100.000 %
7,1	Plant/Electric	99.591 %	0.409 %	100.000 %
7,3	Plant/Alloc Plant	98.483 %	1.517 %	100.000 %
7,14	Plant/A&G	98.911 %	1.089 %	100.000 %
8,1	Transmission/Electric	99.540 %	0.460 %	100.000 %

14. GMO SURVEILLANCE REPORTING

GMO will begin providing surveillance reports that reflect the consolidation of the L&P and MPS rate districts and will no longer provide separate surveillance reports for those rate districts.

GMO will make the following adjustments to all future surveillance reports it provides to Staff, Public Counsel, MIEC, and MECG:

• GMO will reflect the original cost of Crossroads Energy Center with adjustments to this original cost as determined by the Commission in previous GMO rate cases.

 GMO will reflect the per book transmission expenses with adjustments to this per book amount to reflect the removal of all MISO transmission expenses related to the Crossroads Energy Center.

15. FUEL ADJUSTMENT CLAUSE ("FAC")

The costs and revenues in GMO's FAC will not include transmission costs associated with Crossroads Energy Center and will be consistent with those in Kansas City Power & Light Company's current FAC, with two exceptions: 1) the percentage of SPP transmission costs included will be consistent with the 39.62% Staff calculated and 2) once the current hedging positions are unwound, no hedging costs would be included in the FAC. No Crossroads transmission costs will be included in the FAC.

FAC Base Factor as a result of this case is \$ 0.02055/kWh based on a fuel cost of \$179,800,458 and net system input of 8,749,635,000 kWh.

The consolidation of the FAC for the consolidation of the L&P and MPS rate districts will be established at the date rates go into effect in this case and the historical cost recovery will be consolidated using weighted energy components for MPS and L&P.

GMO will comply with all additional FAC Reporting Requirements described in Staff's Cost of Service Report and Public Counsel witness Mantle's Rebuttal testimony.

Losses – Use consolidated losses for primary and secondary as proposed by the Staff.

	MPS	L&P	GMO
Primary Loss Multiplier	1.0419	1.0419	1.0419
Secondary Loss Multiplier	1.0712	1.0701	1.0709

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¹ This percentage does not include any transmission cost GMO incurs for Crossroads.

GMO will include in its line loss study for its next general rate case the information necessary to allow the parties to consider and evaluate if any additional voltage level adjustment factors should be incorporated into the design of the FAC tariff in GMO's next rate case.

16. MISCELLANEOUS TARIFF ISSUES

Rules and Regulations – Accept all proposed changes in rules and regulations proposed by the Company, except for the line/facilities extension tariffs, which shall retain use of existing Construction Allowance formula and related provisions.

Margin Rates for MEEIA – The Company agrees to file a new set of margin rates using the rates resulting from this agreement.

17. STIPULATION CONTINGENT ON AGREEMENT OR NON-OPPOSITION BY ALL PARTIES

The Signatories agree that this Stipulation shall be void and of no effect whatsoever if it is opposed by any party to this proceeding.

GENERAL PROVISIONS

- 18. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the testimony of their witnesses on the issues that are resolved by this Stipulation.
- 19. This Stipulation is being entered into solely for the purpose of settling the issues/adjustments in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall

be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding, regardless of whether this Stipulation is approved.

- 20. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.
- 21. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.
- 22. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.
- 23. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.
- 24. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2)

the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

25. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. \$536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to \$536.080.2, their respective rights to seek rehearing pursuant to \$536.500, and their respective rights to judicial review pursuant to \$386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

REPRESENTATIONS REGARDING NON-SIGNATORIES

26. The City of Kansas City, Missouri, City of St. Joseph, Missouri, Dogwood Energy, LLC, Earth Island Institute d/b/a Renew Missouri, IBEW Local Union 1464, 1613, 412, Brightergy, LLC, the Office of the Public Counsel, and Union Electric Company d/b/a Ameren Missouri have authorized the Signatories to represent in this Stipulation that that they do not oppose this Stipulation.

WHEREFORE, the Signatories respectfully request the Commission to issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

Respectfully submitted,

|s| Nathan Williams

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ATTORNEY FOR MISSOURI DIVISION OF ENERGY

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record this 20^{th} day of September, 2016.

[s] Robert J. Hack

Robert J. Hack

ER-2016-0156 KCP&L Greater Missouri Operations Company

Depreciation Rates

Account	Account Description	n Depreciation Rate %
Steam Pi	roduction Plant	
	Lake Road	
311.00	Structures and Improvements	1.90%
312.00	Boiler Plant Equipment	2.16%
312.02	Boiler AQC Equipment	2.16%
314.00	Turbogenerator Units	2.33%
315.00	Accessory Electrical Equipment	2.37%
316.00	Miscellaneous Equipment	2.90%
	latan 1	
311.00	Structures and Improvements	1.84%
312.00	Boiler Plant Equipment	2.04%
312.02	Boiler AQC Equipment	2.04%
314.00	Turbogenerator Units	2.30%
315.00	Accessory Electrical Equipment	2.34%
316.00	Miscellaneous Equipment	2.49%
	Jeffrey Energy Center	
311.00	Structures and Improvements	1.87%
312.00	Boiler Plant Equipment	2.10%
312.02	Boiler AQC Equipment	2.10%
314.00	Turbogenerator Units	2.31%
315.00	Accessory Electrical Equipment	2.37%
316.00	Miscellaneous Equipment	2.59%
	Sibley	
311.00	Structures and Improvements	1.87%
312.00	Boiler Plant Equipment	2.19%
312.02	Boiler AQC Equipment	2.19%
314.00	Turbogenerator Units	2.33%
315.00	Accessory Electrical Equipment	2.40%
316.00	Miscellaneous Equipment	2.50%
	latan 2	
311.00	Structures and Improvements	1.86%
312.00	Boiler Plant Equipment	2.14%
312.02	Boiler AQC Equipment	0.00%
314.00	Turbogenerator Units	2.32%
315.00	Accessory Electrical Equipment	2.38%
316.00	Miscellaneous Equipment	2.50%

ER-2016-0156 KCP&L Greater Missouri Operations Company

Depreciation Rates

Account	Account Description	Depreciation Rate %
Steam Pr	oduction Plant Continued	
	latan Common	
311.00	Structures and Improvements	1.85%
312.00	Boiler Plant Equipment	2.09%
312.02	Boiler AQC Equipment	0.00%
314.00	Turbogenerator Units	2.31%
315.00	Accessory Electrical Equipment	2.36%
316.00	Miscellaneous Equipment	2.49%
Other Pro	oduction Plant	
341.00	Structures and Improvements	1.75%
342.00	Fuel, Holders, Producers, and Accessories	3.09%
343.00	Prime Movers	4.81%
344.00	Generators	3.87%
345.00	Accessory Electrical Equipment	2.85%
346.00	Miscellaneous Power Plant Equipment	3.57%
Solar Pro	duction Plant	
341.00	Structures and Improvements	5.26%
344.00	Generators	5.52%
345.00	Accessory Electrical Equipment	5.38%
346.00	Miscellaneous Power Plant Equipment	5.19%
Transmis	sion Plant	
352.00	Structures and Improvements	1.83%
353.00	Station Equipment	1.70%
353.03	Station Equipment Communication	1.70%
354.00	Towers and Fixtures	1.85%
355.00	Poles and Fixtures	2.93%
356.00	Overhead Conductors and Devices	2.32%
357.00	Underground Conduit	1.70%
358.00	Underground Conductor and Devices	2.49%

ER-2016-0156 KCP&L Greater Missouri Operations Company

Depreciation Rates

Account	Account Description	Depreciation Rate %
Distribut	ion Plant	
361.00	Structures and Improvements	1.61%
362.00	Station Equipment	2.08%
364.00	Poles and Fixtures	3.89%
365.00	Towers and Fixtures	2.18%
366.00	Poles and Fixtures	1.70%
367.00	Overhead Conductors and Devices	2.49%
368.00	Line Transformers	3.45%
369.01	Services - Overhead	3.64%
369.02	Services - Underground	3.05%
370.00	Meters	2.00%
370.01	Meters - Load Research Meters	7.14%
370.02	Meters - AMI Distribution	5.00%
371.00	Meter Installations - Customer Premises	5.12%
373.00	Street Lighting and Signal Systems	3.18%
General		2 720/
	Structures and Improvements	2.73%
	Office Furniture and Equipment	5.00%
	Office - Computers	12.50%
	Office - Software	11.11%
	Transportation Equipment - Autos	11.25%
392.01		11.25%
392.02	,	11.25%
392.03		11.25%
392.04		11.25%
392.05		11.25%
	Stores Equipment	4.00%
394.00		4.00%
	Laboratory Equipment	3.30%
	Power Operated Equipment	4.45%
	Communication Equipment	3.70%
398.00	Miscellaneous Equipment	4.00%

Account	Description	Adj #	Vintage	Original Balance	Original Amort Period	Amort Begin	Amort End	Annual Amort Amount	Per Rate Case unamortized balance at July 31, 2016
	DATE CASE IMADA CT								
	RATE CASE IMPACT								
182426	Amortization of latan1 & Common Reg Asset	RB-25	1	4,318,188	27	Jun 2011	May 2038	159,933	3,502,530
			2	1,837,166	25.4	Jan 2013	May 2038	72,282	1,583,013
				, ,			,	•	5,085,544
182440	Customer Program (DSM)	RB-100	1	1,193,830	10	Sep 2009	Aug 2019	119,383	368,098
	, ,		2	14,526,140	10	Jun 2011	May 2021	1,452,614	7,117,809
			3	9,488,006	6	Feb 2013	Jan 2019	1,581,334	3,953,336
			4	1,693,557	6	Dec 2016	Nov 2022	282,260	1,693,557
									13,132,799
182498	DSM Advertising (MO juris)	CS-91		190,572	10	Jun 2011	May 2021	19,057	93,380
182502	Amortization of latan 2 Reg Asset	RB-26	1	6,413,182	47.7	Jun 2011	Feb 2059	134,448	5,727,496
	5		2	9,093,234	46.12	Jan 2013	Feb 2059	197,179	8,399,928
									14,127,424
182512	latan 2 O&M Tracker	CS-48	2	498,673	4	Dec 2016	Nov 2020	124,668	498,673
			3	(84,480)	4	Dec 2016	Nov 2020	(21,120)	(84,480
			4	696,880	4	Dec 2016	Nov 2020	174,220	696,880
			5	890,517	4	Dec 2016	Nov 2020	222,629	890,517
			6	146,763	4	Dec 2016	Nov 2020	36,691	146,763
									2,148,353
254528	L&P Ice Storm Damage	CS-107		(4,503,403)	4	Dec 2016	Nov 2020	(1,125,851)	(4,503,403
254560	L&P Phase In	R-106		(935,123)	4	Dec 2016	Nov 2020	(233,781)	(935,123
254550	Transource MO	CS-105		(5,661,434)	3	Dec 2016	Nov 2019	(1,887,145)	(5,661,434
				,					
254551	Transource Account Review	CS-110		(122,840)	3	Dec 2016	Nov 2019	(40,947)	(122,840
							SURTOTAL A	Assets + Liabilities	23,364,700