

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

Edward K. Moses, Sr.,)	
)	
Complainant,)	
)	
v.)	<u>Case No. EC-2003-0508</u>
)	
Kansas City Power & Light Company,)	
)	
Respondent.)	

STIPULATION & AGREEMENT

COMES NOW Kansas City Power & Light Company ("KCPL"), by and through its attorney, and Mr. Edward K. Moses, Sr. ("Mr. Moses") and state to the Public Service Commission of the State of Missouri ("Commission") that they have reached a settlement of all of the issues in this docket and hereby respectfully request that the Commission accept the terms of this Stipulation and Agreement ("Stipulation") as a complete resolution of this docket.

1. KCPL is a corporation organized and existing under and by virtue of the laws of the State of Missouri, with its principal office at 1201 Walnut, Kansas City, Missouri 64106-2124.
2. Mr. Moses resides at 6306 E. 99th St., Kansas City, Missouri. KCPL provides Mr. Moses with electric service at his residence.
3. On May 21, 2003, Mr. Moses filed a Complaint with the Commission against KCPL seeking relief as indicated in the Complaint arising from the disconnection of electric service at Mr. Moses' residence.
4. On June 20, 2003, KCPL filed a timely Answer in which it denied the relief that Mr. Moses sought in his Complaint.

5. On November 13, 2003, the Commission issued an Order that required the parties to attend a prehearing conference on December 4, 2003, and required the parties to file a proposed procedural schedule not later than December 11, 2003:

6. On December 4, 2003, KCPL, Mr. Moses, and representatives from both the Public Service Commission and Office of Public Counsel participated in the prehearing conference.

7. After much discussion and negotiation, the parties have reached the following Stipulation and Agreement:

- A. KCPL agrees to apply \$270 credit to Mr. Moses' electrical service account (Account Number 4973-46-3217) as his only and complete relief in this case.
- B. In return for the credit described above, Mr. Moses releases and discharges KCPL from any and all claims for damages, which Mr. Moses has or may have against KCPL and Mr. Moses further agrees not to pursue any claim for other relief in any court of proper jurisdiction.

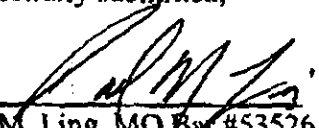
8. This Stipulation and Agreement has resulted from negotiations among the parties and the terms herein are interdependent. In the event the Commission does not approve and adopt this Stipulation and Agreement in total, this Stipulation and Agreement shall be void and no party shall be bound by this agreement or any provisions therein.

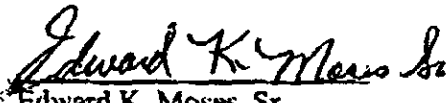
9. If the Commission accepts the specific terms of this Stipulation and Agreement, the parties waive their respective rights to examine witnesses pursuant RSMo Section 536.070; to present oral argument or written briefs pursuant to RSMo Section 536.080.1; to the reading of the transcript by the Commission pursuant to RSMo Section 536.080.2; and to judicial review pursuant to RSMo Section 386.510.

10. The parties request that the Commission relieve the parties of the requirement of filing a proposed procedural schedule by December 11, 2003.

WHEREFORE, the signatory parties respectfully request that the Commission approve this Stipulation and Agreement as the complete resolution of this docket.

Respectfully submitted,

By: 
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ATTORNEY FOR
KANSAS CITY POWER & LIGHT COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing response was served via first class mail, postage prepaid, on this 22th day of December, 2003, upon:

Edward K. Moses, Sr.
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Dana K. Joyce
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By: _____


Paul M. Ling

ATTORNEY FOR
KANSAS CITY POWER & LIGHT COMPANY