STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 31st day of October, 2018.

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement a General Rate Increase for Electric Service	))))	**File No. ER-2018-0145** Tariff No. YE-2018-0095 Tariff No. YE-2018-0096
In the Matter of KCP&L Greater Missouri Operations Company's Request for Authority To Implement a General Rate Increase for Electric Service	))))	**File No. ER-2018-0146** Tariff No. YE-2018-0097

ORDER APPROVING STIPULATIONS AND AGREEMENTS

Issue Date: October 31, 2018 Effective Date: November 10, 2018

On September 19, Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO"), the Staff of the Commission ("Staff"), Missouri Energy Consumers Group ("MECG"), The Missouri Department of Economic Development – Division of Energy ("DE"), Missouri Industrial Energy Consumers ("MIEC"), Missouri Joint Municipal Electric Utility Cooperatives ("MJMEUC"), and Renew Missouri Advocates d/b/a Renew Missouri ("Renew Missouri") filed a Non-Unanimous Partial Stipulation and Agreement resolving revenue requirement issues ("First Stipulation"). [1] The First Stipulation states that KCP&L's rates will be reduced by $21 million, and that GMO's rates will be reduced by $24 million.

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[1] Unless otherwise noted, calendar references are to 2018.

On September 21, as contemplated by the First Stipulation, KCP&L, GMO and Staff filed a Non-Unanimous Stipulation and Agreement resolving pensions and other post-employment benefits ("OPEB") costs ("Second Stipulation"). The Second Stipulation resolves accounting and ratemaking treatment of KCP&L's and GMO's pension and OPEB costs.

On September 25, KCP&L, GMO, Staff, the Office of the Public Counsel ("OPC"), Advanced Energy Management Alliance ("AEMA"), DE, MJMEUC, and Renew Missouri filed a Non-Unanimous Stipulation and Agreement Concerning Rate Design Issues ("Third Stipulation"). The Third Stipulation resolves issues such as load research, tariffs and tariff riders, distributed energy resources, time of use rate design, and third-party charging stations.

On September 27, KCP&L, GMO, Staff, OPC, MECG, DE, MIEC, MJMEUC, and Renew Missouri filed a Non-Unanimous Stipulation and Agreement Regarding Class Revenue Shifts ("Fourth Stipulation"). The Fourth Stipulation states that all of GMO's customer classes will receive a 3.22% rate decrease. It further states that KCP&L customers will receive a rate decrease as follows: Large Power Service and Large General Service – 2.99%; Medium General Service – 2.39%; Small General Service – 4.73%, and Residential and Lighting - 1.43%. Finally, the Fourth Stipulation increases the KCP&L rate decrease from $21 million to $21.1 million.

On October 3, the Commission held an on-the-record presentation. The parties answered questions regarding each of the four Stipulations, as well as questions regarding Commission concerns about KCP&L's and GMO's line extension tariffs and solar rebate applications ("Commission issues"). KCP&L, GMO and Staff also filed briefs on the

Commission issues. The Commission is satisfied with the answers it received during the on-the-record presentation and in the briefs, and will not order any further action on the Commission issues.

Although the four Stipulations were not signed by all parties, the Commission may treat them as unanimous because no party filed a timely objection.[2] After reviewing the four Stipulations, the Commission independently finds and concludes that they are a reasonable resolution of the issues, and that approval of them will result in just and reasonable rates. Thus, the Commission approves the four Stipulations.

THE COMMISSION ORDERS THAT:

1. The four above-referenced Stipulations and Agreements are approved as a resolution of all issues. The signatory parties are ordered to comply with the terms of the Stipulations and Agreements that they have signed. Copies of the four Stipulations and Agreements are attached to this order and incorporated by reference.

2. The tariff sheets filed by Kansas City Power & Light Company and KCPL Greater Missouri Operations Company on January 30, 2018, and assigned tariff numbers YE-2018-0095, YE-2019-0096, and YE-2018-0097 are rejected.

3. Kansas City Power & Light Company and KCPL Greater Missouri Operations Company shall file tariffs that comport with this order no later than November 6, 2018.

4. The Staff of the Commission shall file a Recommendation on the above-referenced tariffs no later than November 9, 2018.

5. Any other party who wishes to comment on the tariffs shall do so no later than November 9, 2018.

6. This order shall be effective on November 10, 2018.

BY THE COMMISSION

Morris L Woodruff

Morris L. Woodruff
Secretary

Silvey, Chm., Kenney, Hall, Rupp, and
Coleman, CC., concur.

Pridgin, Deputy Chief Regulatory Law Judge

[2] Commission Rule 4 CSR 240-2.115(2). Also, each stipulation represented that the non-signatories did not object to the stipulation.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement A General Rate Increase for Electric Service	)))	**Case No. ER-2018-0145**
In the Matter of KCP&L Greater Missouri Operations Company's Request for Authorization to Implement A General Rate Increase for Electric Service	))))	**Case No. ER-2018-0146**

NON-UNANIMOUS PARTIAL STIPULATION AND AGREEMENT

COME NOW Kansas City Power & Light Company ("KCP&L") for its Missouri operations, KCP&L Greater Missouri Operations Company ("GMO") (collectively, the "Company") , the Staff of the Missouri Public Service Commission ("Staff"), Midwest Energy Consumers Group ("MECG"), Missouri Division of Energy ("DE"), Missouri Industrial Energy Consumers ("MIEC"), Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), and Renew Missouri ("Renew MO") (collectively, "Signatories") by and through their respective counsel, and for their Non-Unanimous Partial Stipulation and Agreement ("Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

AGREEMENTS

1. **REVENUE REQUIREMENT**

KCP&L's revenue requirement will be reduced by $21 million. GMO's revenue requirement will be reduced by $24 million. This Stipulation resolves the following issues in the September 12, 2018 Corrected List of Issues filed in this case: II. Cost of Capital; III. Crossroads Energy Center; IV. GPE/Westar Merger-Transition Costs; V. Fuel Adjustment Clause ("FAC"); VI. Transmission Fees Expense and Transmission Revenues; VII. Severance; VIII. Kansas City Earnings Tax; IX. Bad Debt; X. Dues and Donations; XI. Bank Fees; XII. Rate Case Expense; XIII. Amortization; XXIV.[sic] Planned Generating Unit Retirements; XIV. Greenwood Solar

Energy Center; XV. Revenues; XVIII. Tariffs; Issues (D) Economic Development Rider and (E) EDR Report; XX. Injuries and Damages; XXI. Regulatory Assessments; XXII. Asset Retirement Obligations; XXIII. Income Eligible Weatherization Program; XXV. Clean Charge Network-Including Remand; XXVI. Payroll Expense; XXVII Income Taxes; XXVIII. Management Expense; XXIX Wolf Creek Litigation; XXX. Spearville Arbitration; XXXI. Customer Data Security; XXXII. Economic Relief Pilot Program (ERPP); XXXIII. Bill and Website Information; XXXIV. One CIS; XXXV. CNPPID Hydro Purchase Power Agreement.

2. REVENUES AND BILLING DETERMINANTS

For the purpose of establishing rates in these cases the Signatories agree that Staff's Billing Determinants and Revenues will be used:

Revenues — KCP&L: $879,347,464; and GMO: $744,758,136

3. PROSPECTIVE TRACKING OF REGULATORY ASSET AND LIABILITY RECOVERY

In each future KCP&L and 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 KCP&L/GMO (regulatory asset) or full credit to KCP&L/GMO customers (regulatory liability), shall be applied as offsets to other amortizations which do not expire before KCP&L's/GMO's new rates from that rate case take effect. In the event no other amortization expires before KCP&L's/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. (A schedule of the list of deferred assets/liabilities is attached as Exhibit A)

4. **PENSIONS/OPEBS**

A separate Stipulation and Agreement which establishes the level of recovery in rates will be filed.

5. **ASSET RETIREMENT OBLIGATONS ("ARO") LIABILITY**

The Signatories agree that KCP&L and GMO shall continue pre-merger treatment of AROs. Consistent with their historical accounting practice, KCP&L and GMO shall continue to defer all impacts of Accounting Standard Codification 410-20: Asset Retirement Obligations (i.e., SFAS 143) in deferred regulatory accounts, including accretion expense and depreciation expense. These deferrals shall have no impact on current customer rates or depreciation rates for KCP&L and GMO and the final ratemaking for these costs will be determined in future rate proceedings. At the completion of the associated ARO, KCP&L and GMO will close the related regulatory account to accumulated depreciation. This is consistent with practice prior to May 2018. The Company shall reverse any ARO accounting entries it made that are inconsistent with the practice prior to the merger.

6. **CLEAN CHARGE NETWORK ("CCN")**

The Signatories agree that those CCN assets not already in KCP&L's and GMO's rate bases will be included in their rate bases. KCP&L and GMO agree not to expand the CCN without Commission approval. The Signatories agree that a new customer class for electric vehicle charging stations shall be established. The Signatories agree that no other customer class shall bear any costs related to this service either through base rates or through any rate adjustment mechanism such as a FAC, DSIM or RESRAM. KCP&L and GMO agree that joint and common costs shall be allocated to the electric vehicle charging class consistent with how joint and common costs are allocated to other classes. The Signatories agree that the specimen CCN end user tariffs, attached as Exhibit B, should be approved by the Commission.

7. **GMO CAPITAL STRUCTURE**

For purposes of determining a December 31, 2017 capital structure, GMO shall reflect a $169 million goodwill adjustment to reduce its equity balance to reflect the overall capital structure.

8. **GMO AMORTIZATION**

GMO will cease the recording of the additional $7.2 million amortization from its revenue requirement calculation. GMO will apply the accumulated amortization amount to steam production plant and in GMO's next depreciation study, the accumulated amortization amount will be reflected in the Sibley depreciation accrual FERC Account 312 including non-unit train sub accounts.

9. **CROSSROADS**

A. GMO will make the following adjustments to all future surveillance reports it provides to Staff, the Office of the Public Counsel ("OPC"), 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.

B. The costs and revenues in GMO's FAC will not include transmission costs associated with Crossroads Energy Center.

The Signatories agree that the revenue requirement treatment of the Crossroads Energy Center will continue as the issue was resolved in GMO's last rate case (Case No. ER-2016-0156) which continued the treatment ordered by the Commission in Case No. ER-2010-0356.

10. **GMO STEAM ALLOCATIONS**

GMO will use the allocation numbers used in Staff's model filed in Case No. ER-2016-0156. These allocation numbers shall be used by GMO in its FAC, QCA and surveillance reporting. GMO agrees to work with Staff, OPC, and MECG to develop new steam allocation procedures prior to GMO's next electric general rate case.

11. **STUB PERIOD TAX BENEFITS**

KCP&L and GMO shall return to customers by the methods set forth below all "stub period" benefits which reflect the full impact of the Tax Cut and Jobs Act ("TCJA") for KCP&L and GMO, respectively, with no offset for any other factors. The full annual amount for KCP&L is $38.7 million and $29.3 million for GMO. The amount to be returned to customers shall be prorated based on the number of days in the stub period (i.e., from January 1, 2018 to the effective date of the tariff sheets approved by the Commission in this case).

<u>KCP&L</u>

KCP&L stub period benefits will offset the following regulatory assets by the following amounts:

- Iatan I & Common – $9,717,039
- Iatan 2 – $13,432,298
- DSM Vintage 4 - $5,989,195

- DSM Vintage 7 – $1,217,427
- RES Vintage 4 – $1,160,572
- Pre-MEEIA Opt-Out Vintage 2 – $1,900,130
- DSM Vintage 6 - $5,309,980
- Total: $38,726,641[1]

GMO

GMO shall issue one-time bill credits refunding the stub period benefits (annual amount - $29.3 million) on customers' bills beginning the first billing cycle that starts following 60 days after the effective date of tariff sheets approved by the Commission in this case. The $29.3 million amount, after being prorated as necessary to reflect the number of days in the stub period, shall be allocated among the customer classes in the same manner as the upfront bill credits provided to GMO customers as a result of the Commission's order in Case No. EM-2018-0012, as follows:

Tax Credit		$ 29,311,612.00
Residential	46.654%	$ 13,675,004.97
SGS	12.753%	$ 3,738,106.86
LGS	15.915%	$ 4,665,047.96
LPS[2]	23.218%	$ 6,805,502.86
Lighting	1.376%	$ 403,450.13
Thermal	0.077%	$ 22,635.46
TOD	0.006%	$ 1,863.76
	100.000%	$ 29,311,612.00

Amounts so allocated to each customer class shall be allocated to all retail customers within each respective class on the same basis as the upfront bill credits provided to GMO customers as a result of the Commission's order in Case No. EM-2018-0012, namely:

[1] Changes to the annual amount resulting from proration shall change the offset amount to the Iatan 2 regulatory asset by the same value.
[2] Dogwood Energy, LLC is in the LPS customer class.

Residential:	Divided equally among the customer class by customer account
SGS:	Divided equally among the customer class by customer account
LGS:	Based on each customer's energy usage over the past 12 months within the customer class
LPS:	Based on each customer's energy usage over the past 12 months within the customer class
Lighting:	Divided equally among the customer class by customer account
Thermal:	Divided equally among the customer class by customer account
TOD:	Divided equally among the customer class by customer account

12. **EXCESS ACCUMULATED DEFERED INCOME TAX ("EDIT") AMORTIZATIONS:** Amortization expense associated with the excess accumulated deferred income taxes will be recorded by the Company using the following periods[3]:

- Protected-ARAM
- Nonprotected-10 yr.
- NOL-ARAM
- Misc.- 10 yr.

13. **FAC**

The Signatories agree that Staff's FAC Base numbers will be used. KCP&L's Base Factor: 0.01675; GMO's Base Factor: 0.02240.

KCP&L and GMO shall provide purchased power costs and off-system sales revenues in all FAC filings and report submissions, which shall be in accordance with FERC order 668.

[3] These periods are for purposes of this Stipulation only.

KCP&L and GMO shall include the FAC costs and revenues by subaccount for that month of the monthly FAC report and for the twelve months ending that month.

14. **CNPPID HYDRO CONTRACT**

KCP&L agrees to exclude the costs and revenues associated with the CNPPID hydro purchase power agreement ("PPA") from KCP&L's FAC calculations and shall file a separate tab in its FAC monthly reports showing the CNPPID hydro PPAs, including monthly operating data, costs and revenues. Similar to this commitment, KCP&L and GMO shall file a separate tab in their FAC monthly reports showing, for each of its PPA's, monthly operating data, costs and revenues.

15. **DEFERRAL OF DEPRECIATION EXPENSE ON PLANTS INCLUDED IN REVENUE REQUIREMENT UPON RETIREMENT**

KCP&L

KCP&L will create a regulatory liability to capture the amount of depreciation expense included in KCP&L's revenue requirement beginning when each of the following units is retired and depreciation expense is no longer recorded on KCP&L's books:

Montrose units 2 and 3, including common plant.

The depreciation amounts will accumulate in the regulatory liability account until new customer rates are established in a subsequent rate case. At that time, the regulatory liability account will be closed into accumulated depreciation. Additionally, the closing of this regulatory liability into accumulated depreciation will be reflected in rates that are established in that rate case.

The Signatories agree that the rates established in this case include O&M associated with the Montrose units.

<u>GMO</u>

GMO will create a regulatory liability to capture the amount of depreciation expense included in GMO's revenue requirement beginning when each of the following units is retired and depreciation expense is no longer recorded on GMO's books:

Sibley units 1, 2, and 3, including common plant, and Lake Road unit 4/6.

The depreciation amounts will accumulate in the regulatory liability account until new customer rates are established in a subsequent rate case. At that time, the regulatory liability account will be closed into accumulated depreciation. Additionally, the closing of this regulatory liability into accumulated depreciation will be reflected in rates that are established in that rate case.

The Signatories agree that the rates established in this case include O&M associated with the Sibley units.

This Stipulation does not preclude any Signatory from proposing an accounting authority order ("AAO"), or any other ratemaking treatment, for the recovery of any other costs associated with the KCP&L and GMO retirements listed above. This Stipulation does not preclude any party from opposing an AAO, or any other ratemaking treatment, for the recovery of any other costs associated with the KCP&L and GMO retirements of the units listed above.

16. **CONSOLIDATION STUDY**

The Company will perform a study investigating the consolidation of KCP&L and GMO rates and will make a recommendation regarding consolidation of rates in these dockets within two years of the date of approval of this Stipulation. KCP&L and GMO will provide quarterly stakeholder updates concerning the study.

17. **CUSTOMER BILLS**

The Company will work with stakeholders regarding customer bill presentation. The Company will meet to obtain stakeholder input no later than six months after the effective date of the tariff sheets approved by the Commission in these cases. The Company expects the new bill presentation to occur within 24 months from effective date of rates in these cases.

The Company commits to include a description of FAC, RESRAM, and DSIM in bills to customers at least annually. The Company shall send draft language to Staff, OPC, and DE prior to sending to its customers.

18. **CUSTOMER PRIVACY**

The Company will adopt the Green Button platform no later than the second half of 2020.

The Company commits to producing a privacy policy statement and frequently asked questions ("FAQ") website section for customers regarding use of customer data. The Company will receive input from OPC, Staff, and DE on the privacy policy statement and FAQs. The Company will hold annual meetings with Staff, OPC, and DE regarding the results of third party privacy impact assessments. The meetings and any material discussed at the meetings may be designated as confidential by the Company.

19. **INCOME ELIGIBLE WEATHERIZATION ("IEW")**

The Company will not recover a throughput disincentive ("TD") in its IEW programs. The Company will cease withholding and will release all weatherization funding previously retained as prior TD to be used for IEW programs.

The Signatories agree that KCP&L's annual IEW budget is $573,888 and GMO's is $500,000. The Company commits to secure contracts with Community Action Program agencies to spend down unspent amounts. Any unspent funds will accrue interest at the AFUDC rate. Any unspent IEW balances, including accrued interest, will carry over for use in future program years.

The Company agrees that DE will be invited to, and may attend, all KCP&L and GMO meetings with Community Action Agencies ("CAA") as required by the Commission's *Report and Order* dated May 24, 2018 in EM-2018-0012, and receive all related reports from the CAA.

20. **PLANT CLOSURES**

KCP&L and GMO will investigate solar installation and or other renewable generation resources at any plant site that closes prior to the end of their next rate case(s).

KCP&L and GMO agree to provide notification of the availability of Missouri Division of Workforce Development resources to employees that voluntarily terminate employment due to position reassignments and/or relocations from all plants that close prior to the end of their next rate case(s).

21. **LOW INCOME SOLAR**

KCP&L and GMO will propose a low-income component to the solar investment required under section 393.1665 RSMo. no later than their next rate case(s).

22. **NON-SIGNATORY PARTIES DO NOT OPPOSE STIPULATION**

The Signatories have been authorized to represent that the following parties, who have not executed this Stipulation, do not oppose Commission approval of this Stipulation:

- Advanced Energy Management Alliance;
- Dogwood Energy, LLC; and
- OPC.

GENERAL PROVISIONS

23. 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, and the witnesses of the parties who do not oppose this Stipulation, on the issues that are resolved by this Stipulation.

24. 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.

25. 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. No Signatory shall assert the terms of this agreement as a precedent in any future proceeding.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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/ Nicole Mers
Nicole Mers, #66766
Deputy Counsel
P.O Box 360
Jefferson City, MO 65012
(573) 751-6651 (Telephone)
(573) 751-9285 (Fax)
nicole.mers@psc.mo.gov

Mark Johnson, #64940
Senior Counsel
P.O. Box 360
Jefferson City, MO 65102
(573) 751-7431 (Telephone)
(573) 751-9285 (Fax)
mark.johnson@psc.mo.gov

ATTORNEY FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION

/s/ David L. Woodsmall
David L. Woodsmall, #40747
Woodsmall Law Office
308 E. High Street, Suite 204
Jefferson City, MO 65101
Phone: 573-636-6006
Fax: 573-636-6007
david.woodsmall@woodsmalllaw.com

ATTORNEYS FOR MIDWEST ENERGY CONSUMERS GROUP

/s/ Robert J. Hack
Robert J. Hack, #36496
Roger W. Steiner, #39586
Kansas City Power & Light Company
1200 Main Street
Kansas City, MO 64105
Phone: (816) 556-2791
Phone: (816) 556-2314
Fax: (816) 556-2787
rob.hack@kcpl.com
roger.steiner@kcpl.com

James M. Fischer, #27543
Fischer & Dority, P.C.
101 Madison Street—Suite 400
Jefferson City MO 65101
Phone: (573) 636-6758
Fax: (573) 636-0383
Jfischerpc@aol.com

Karl Zobrist, #28325
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111
Phone: (816) 460-2400
Fax: (816) 531-7545
karl.zobrist@dentons.com

Joshua Harden
1201 Walnut St., Suite 2900
Kansas City, MO 64106
Phone: 573-639-7615
Joshua.Harden@stinson.com

ATTORNEYS FOR KANSAS CITY POWER & LIGHT COMPANY AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

/s/ Marc Poston
Marc Poston
Missouri Bar No. 45722
301 W. High Street, Room 680
Jefferson City MO 65102
(573) 751-5558
marc.poston@ded.mo.gov

ATTORNEY FOR MISSOURI DIVISION OF ENERGY

/s/ Lewis Mills
Lewis Mills
221 Bolivar Street, Suite 101
Jefferson City, MO 65101
Phone: 573-556-6627
Fax: 573-556-7447
lewis.mills@bclplaw.com

ATTORNEYS FOR MISSOURI INDUSTRIAL ENERGY CONSUMERS

/s/ Peggy A. Whipple
Peggy A. Whipple
Missouri Bar No. 54758
514 E. High Street, Suite A
Jefferson City, MO 65101
(573) 415-8379 (Telephone)
(573) 415-8379 (Fax)
peggy@healylawoffices.com

ATTORNEYS FOR MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

/s/ Tim Opitz
Tim Opitz
Missouri Bar No. 65082
409 Vandiver Dr., Bldg. 5, Suite 205
Columbia, MO 65202
(573) 825-1796
tim@renewmo.org

ATTORNEY FOR RENEW MISSOURI

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 19th day of September, 2018.

Roger W. Steiner

Roger W. Steiner

KCPL-MO Regulatory Assets & Liabilities Amortization Schedule (Case No. ER-2018-0145)

Account	Description	Adjustment #	Vintage	Original Balance	Amortization Period	Amortization Begin	Amortization End	Annual Amortization Amount	Per Rate Case Unamortized Balance at 06/30/2018
182440	DSM Programs	RB-100, CS-100	1	2,396,665	10	Jan-07	Dec-16	0	0
			2	4,486,251	10	Jan-08	Oct-17	0	0
			3	6,705,008	10	Sep-09	Nov-18	670,501	453,417
			5	15,096,165	6	Feb-13	Jan-19	2,516,027	1,467,683
			6	20,115,013	6	Oct-15	Sep-21	1,718,662	5,585,652
			Carrying Costs	31,135	6	Dec-18	Nov-24	5,189	31,135
									7,537,888
182496	DSM Advertising Costs	CS-91	n/a	279,521	10	Sep-09	Aug-19	27,952	32,611
182498	DSM Advertising Costs	CS-91	n/a	230,341	10	May-11	Apr-21	23,034	65,263
182502	Iatan 2	RB-26, CS-112	1	17,042,591	47.7	May-11	Jan-59	25,898	1,049,736
			2	11,619,121	45.95	Feb-13	Jan-59	252,864	10,249,438
									11,299,175
182513	Renewable Energy Standards	CS-116	1	3,514,048	3	Feb-13	Jan-16	0	0
			2	31,273,056	5	Oct-15	Sep-20	6,254,611	14,072,875
			3	5,792,831	2.6	Jun-17	Dec-19	2,215,976	3,435,279
									17,508,154
182540	Pre-MEEIA Opt-out	CS-100	1	1,117,464	6	Oct-15	Sep-21	186,244	605,293
			3	2,496,616	6	Dec-18	Nov-24	416,103	2,496,616
									3,101,909
182550	La Cygne Obsolete Inventory	CS-114	n/a	475,574	5	Oct-15	Sep-20	95,115	214,008
182555	MO WC Mid - cycle Outage	CS-35	n/a	2,464,322	5	Oct-15	Sep-20	492,864	1,108,945
182999	Prospective Tracking Amortization								
	Lease Expense	CS-113	1	216,562	4	Dec-18	Nov-22	54,141	139,763
			2	141,668	4	Dec-18	Nov-22	35,417	141,668
									281,430
TBD	Amortization of Merger Transition Costs	CS-95	n/a	9,725,592	10	Dec-18	Nov-28	972,559	9,725,592
254000	Emission Allowance	RB-55, CS-22	1	(48,345,488)	21	May-11	Apr-32	(2,302,166)	(31,817,785)
254001	Excess Off-System Sales Margin 2006-0314	R-78	n/a	(1,082,974)	10	Sep-09	Aug-19	(124,009)	(144,677)
	Excess Off-System Sales Margin 2007-0089	R-78	n/a	(2,947,332)	10	Sep-09	Aug-19	(284,274)	(331,653)
	Excess Off-System Sales Margin 2010-0355	R-78	n/a	(3,684,939)	10	May-11	Apr-21	(393,770)	(1,115,682)
254005	Surface Transportation Board Reparation	n/a	n/a	(1,017,593)	10	Sep-09	Aug-19	(101,759)	(118,719)
254545	Income Eligible Weatherization	RB-101, CS-101	n/a	(947,817)	4	Dec-18	Nov-22	(236,954)	(947,817)
254551	Transource Account Review Amortization	CS-107	n/a	(136,880)	3	Oct-15	Sep-18	0	(11,407)
254553	Flood Reimbursement	CS-99	n/a	(542,520)	3	Oct-15	Sep-18	0	(45,210)
254999	Prospective Tracking Amortization								
	Wolf Creek Non-Rec Outage 18	CS-113	n/a	(336,361)	4	Dec-18	Nov-22	(84,090)	(336,361)
	Iatan 2 O&M Tracker		n/a	(150,400)	4	Dec-18	Nov-22	(37,600)	(150,400)
	MO Flood AAO Amortization		n/a	(117,691)	4	Dec-18	Nov-22	(29,423)	(117,691)
									(604,452)
TBD	EV Charging Station Over Recovery	CS-102	n/a	(630,458)	4	Dec-18	Nov-22	(157,614)	(630,458)

GMO Regulatory Assets & Liabilities Amortization Schedule (Case No. ER-2018-0146)

Account	Description	Adjustment #	Vintage	Original Balance	Amortization Period	Amortization Begin	Amortization End	Annual Amortization Amount	Per Rate Case Unamortized Balance at 06/30/2018
182426	Iatan 1 and Common	RB-25E, CS-111E	1	4,318,188	27	Jun-11	Jun-38	159,933	3,195,992
			2	1,837,166	25.4	Jan-13	Jun-38	72,282	1,444,473
									4,640,466
182440	DSM Programs	RB-100E, CS-100E	1	1,193,830	10	Sep-09	Aug-19	119,383	139,280
			2	14,526,140	10	Jun-11	Jun-21	1,452,614	4,333,632
			3	9,488,006	6	Feb-13	Jan-19	1,581,334	922,445
			4	1,693,557	6	Feb-17	Jan-23	282,260	1,311,331
			5	5,819	6	Dec-18	Nov-24	970	5,819
									6,712,507
182498	DSM Advertising	CS-91E		190,572	10	Jun-11	Jun-21	19,057	56,854
182502	Iatan 2	RB-26E, CS-112E	1	6,413,182	47.7	Jun-11	Mar-59	134,448	5,469,804
			2	9,093,234	46.12	Jan-13	Mar-59	197,179	8,022,002
									13,491,805
182512	Iatan 2 O&M Tracker	CS-48E	1	878,896	3	Feb-13	Jan-16	-	-
			2	498,673	4	Feb-17	Jan-21	124,668	329,851
			3	(84,480)	4	Feb-17	Jan-21	(21,120)	(55,880)
			4	696,880	4	Feb-17	Jan-21	174,220	460,957
			5	890,517	4	Feb-17	Jan-21	222,629	589,040
			6	146,763	4	Feb-17	Jan-21	36,691	97,077
									1,421,046
182999	Prospective Tracking Amortization								
	Lease Expense	CS-113E		173,548	4	Dec-18	Nov-22	43,387	173,548
TBD	Amortization of Merger Transition Costs	CS-95	n/a	7,209,208	10	Dec-18	Nov-28	720,921	7,209,208
254528	L&P Ice Storm Damage	CS-107E		(4,503,403)	4	Feb-17	Feb-21	(1,125,851)	(2,978,814)
				(894,058)	4	Dec-18	Nov-22	(223,515)	(894,058)
									(3,872,872)
254545	Income Eligible Weatherization	RB-101, CS-101E		(121,657)	4	Dec-18	Nov-22	(30,414)	(121,657)
254550	Transource MO	CS-105E		(5,661,434)	3	Feb-17	Jan-20	(1,887,145)	(3,109,049)
				(29,726)	4	Dec-18	Nov-22	(7,431)	(29,726)
									(3,138,775)
254551	Transource Account Review	CS-110E		(122,840)	3	Feb-17	Feb-20	(40,947)	(67,391)
254560	L&P Phase In	R-106E		(935,123)	4	Feb-17	Jan-21	(233,781)	(618,545)
				(1,052,013)	4	Dec-18	Nov-22	(263,003)	(1,052,013)
									(1,670,557)

CLEAN CHARGE NETWORK
Schedule CCN

PURPOSE

The Company owns electric vehicle (EV) charging stations throughout its Missouri service territory that are available to the public for purpose of charging an EV and may be used by any EV owner who resides either within or outside the Company's Missouri service territory.

AVAILABILITY

This rate schedule applies to all energy provided to charge EVs at the Company's public EV charging stations. EV charging service will be available at the Company-owned EV charging stations installed at Company and Host locations. The EV charging stations are accessed by using a card provided to users with an established account from the Company's third party vendor.

HOST PARTICIPATION

EV charging stations are located at Company and Host sites. A Host is an entity within the Company's Missouri service territory that applies for and agrees to locate one or more Company EV charging stations upon their premise(s). Host applications will be evaluated for acceptance based on each individual site and application. If a Host's application is approved, the Host must execute an agreement with the Company covering the terms and provisions applicable to the EV charging station(s) upon their premise(s). No Host shall receive any compensation for locating an EV charging station upon their premise(s).

The maximum number of EV charging stations identified by the Company for its Missouri service territory under this Schedule CCN is 400. The Company may not exceed 400 EV charging stations under this tariff without approval of the State Regulatory Commission.

PROGRAM ADMINISTRATION

Charges under this Schedule CCN will be administered and billed through either the Company's third party vendor on behalf of the Company, or directly by the Company depending on the Billing Option chosen by the Host.

BILLING OPTIONS

The charges applicable to an EV charging station session shall include an Energy Charge for each kilowatt-hour (kWh) provided to charge an EV dependent on the Billing Option chosen by the Host.

CLEAN CHARGE NETWORK
Schedule CCN

BILLING OPTIONS (continued)

A Host may choose between one of two Billing Options for all EV charging stations located upon their premise(s). The Host's agreement with the Company will identify the chosen Billing Option applicable to the EV charging stations located on its premise(s). The EV charging station screen, and third party vendor's customer web portal, identify the applicable Energy Charges that will be the responsibility of the user at each EV charging station location.

Option 1: The Host pays the kilowatt-hour (kWh) Energy Charge plus applicable taxes and fees.

Option 2: The EV charging station user pays the kilowatt-hour (kWh) Energy Charge plus applicable taxes and fees.

RATES FOR SERVICE

The EV charging station screen and third party vendor's customer web portal will identify the per kWh rate as equal to the Energy Charge plus applicable taxes and fees to that charging station.

A. Energy Charge (per kWh)

Level 2:	$0.20000
Level 3:	$0.25000

The Energy Charge shall be defined as a flat rate per kWh, and reflect the inclusion of all energy rate adjustment mechanisms, such as the: (1) Demand Side Investment Mechanism Rider (DSIM); and (2) Fuel Adjustment Clause (FAC).

CLEAN CHARGE NETWORK
Schedule CCN

BILLING

All users of the Company's public EV charging stations must have an account with the Company's third party vendor. Information on opening an account can be found on the Company's website at http://kcpl.chargepoint.com.

All charges applicable to the Host under Billing Option 1 will be billed directly through the Company. All charges applicable to any user of an EV charging station under Billing Option 2 will be billed directly through the Company's third party vendor.

TAX ADJUSTMENT

Tax Adjustment, Schedule TA, shall be applicable to all customer billings under this schedule.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

CLEAN CHARGE NETWORK
SCHEDULE CCN

PURPOSE

The Company owns electric vehicle (EV) charging stations throughout its territory that are available to the public for purpose of charging an EV and may be used by any EV owner who resides either within or outside the Company's service territory.

AVAILABILITY

This rate schedule applies to all energy provided to charge EVs at the Company's public EV charging stations. EV charging service will be available at the Company-owned EV charging stations installed at Company and Host locations. The EV charging stations are accessed by using a card provided to users with an established account from the Company's third party vendor.

HOST PARTICIPATION

EV charging stations are located at Company and Host sites. A Host is an entity within the Company's service territory that applies for and agrees to locate one or more Company EV charging stations upon their premise(s). Host applications will be evaluated for acceptance based on each individual site and application. If a Host's application is approved, the Host must execute an agreement with the Company covering the terms and provisions applicable to the EV charging station(s) upon their premise(s). No Host shall receive any compensation for locating an EV charging station upon their premise(s).

The maximum number of EV charging stations identified by the Company under this Schedule CCN is 250. The Company may not exceed 250 EV charging stations under this tariff without approval of the State Regulatory Commission.

PROGRAM ADMINISTRATION

Charges under this Schedule CCN will be administered and billed through either the Company's third party vendor on behalf of the Company, or directly by the Company depending on the Billing Option chosen by the Host.

BILLING OPTIONS

The charges applicable to an EV charging station session shall include an Energy Charge for each kilowatt-hour (kWh) provided to charge an EV dependent on the Billing Option chosen by the Host.

A Host may choose between one of two Billing Options for all EV charging stations located upon their premise(s). The Host's agreement with the Company will identify the chosen Billing Option applicable to the EV charging stations located on its premise(s). The EV charging station screen, and third party vendor's customer web portal, identify the applicable Energy Charges that will be the responsibility of the user at each EV charging station location.

Option 1: The Host pays the kilowatt-hour (kWh) Energy Charge plus applicable taxes and fees.

Option 2: The EV charging station user pays the kilowatt-hour (kWh) Energy Charge plus applicable taxes and fees.

CLEAN CHARGE NETWORK
SCHEDULE CCN

RATES FOR SERVICE

The EV charging station screen and third party vendor's customer web portal will identify the per kWh rate as equal to the Energy Charge plus applicable taxes and fees to that charging station.

A. Energy Charge (per kWh)

Level 2:	$0.20000
Level 3:	$0.25000

The Energy Charge shall be defined as a flat rate per kWh, and reflect the inclusion of all energy rate adjustment mechanisms, such as the: (1) Demand-Side Investment Mechanism Rider (DSIM); (2) Renewable Energy Standard Rate Adjustment Mechanism Rider (RESRAM); and (3) Fuel Adjustment Clause (FAC).

BILLING

All users of the Company's public EV charging stations must have an account with the Company's third party vendor. Information on opening an account can be found on the Company's website at http://kcpl.chargepoint.com.

All charges applicable to the Host under Billing Option 1 will be billed directly through the Company. All charges applicable to any user of an EV charging station under Billing Option 2, will be billed directly through the Company's third party vendor.

ADJUSTMENTS AND SURCHARGES

The rates hereunder are subject to adjustment as provided in the Tax and License Rider.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company's Requests for Authority to Implement A General Rate Increase for Electric Service	)))))	File No. ER-2018-0145 and File No. ER-2018-0146

NON-UNANIMOUS STIPULATION AND AGREEMENT
REGARDING PENSIONS AND OTHER POST-EMPLOYMENT BENEFITS

COMES NOW Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO"), (collectively the "Company") and the Staff of the Missouri Public Service Commission ("Staff"), and respectfully state to the Missouri Public Service Commission ("Commission"):

KCP&L, GMO and the Staff (individually "Signatory" and collectively "Signatories") have reached an agreement ("Agreement") that resolves between them pension and other post-employment benefit ("OPEB") costs for KCP&L and GMO as of June 30, 2018, and identifies the treatment of KCP&L and GMO's pension and OPEB costs subsequent to the effective date of rates in these cases as indicated below. Nothing in this Agreement prevents any of the Signatories from proposing changes to the provisions of this Agreement in any future case. The Signatories are not bound to propose continuation of this treatment of pensions and OPEBs expense in future rate cases; i.e., they may propose other ratemaking treatment.

PURPOSE OF THE STIPULATION AND AGREEMENT

The Generally Accepted Accounting Principles ("GAAP") related to pension and OPEB costs are identified in Accounting Standards Codification ("ASC") 715 – Compensation – Retirement Benefits. Prior to the codification of accounting standards, GAAP for pensions and OPEB costs were included in Statement of Financial Accounting Standards ("FAS") Nos. 87, 88, 106, 112, 132(R) and 158. For purposes of clarity and consistency the original FAS designations will be used here.

This Stipulation and Agreement is intended to accomplish the following:

a. Establish in a single document the various pension and OPEB provisions that are appropriate for the calculation of pension and OPEB costs for financial reporting and ratemaking purposes.

b. Ensure that the FAS 87 cost used as a basis for the amount collected in rates is determined using the methods identified in paragraph 2 below for pension cost.

c. Ensure that the pension and OPEB costs, including amounts collected for FAS 88 regulatory assets that are fully amortized, used as basis for the amounts collected in rates are contributed, respectively, to the pension and OPEB trusts.

d. Ensure that amounts contributed by the Company to the pension and OPEB trusts, except as otherwise indicated herein, are considered for ratemaking and/or will be recoverable in rates approved by the Commission in these cases. Any reasonable and prudent amounts contributed by the Company to the trusts in the future will be considered for ratemaking in future rate cases. Nothing in this agreement should be considered as an assurance of recovery of future contributions in future rates, other than as allowed in paragraph 6.

e. Identify the pension and OPEB treatment of the Company's joint owners in the Iatan 1, Iatan 2 and La Cygne 1 and La Cygne 2 generating units/stations.

f. Identify for purposes of calculating the tracking mechanism included herein, the pension and OPEB Regulatory Assets and/or Liabilities and the annual Pension/OPEB Costs resulting from rates established in Case No. ER-2018-0145 and Case No. ER-2018-0146. The tracking mechanism requires that all Regulatory Assets and/or Liabilities, and annual Pension/OPEB Costs be identified as of the established true-up date for the Company's rate cases.

g. Identify the treatment of pension and OPEB costs under Statement of Financial Accounting Standards 88 ("FAS 88") for Missouri ratemaking purposes.

h. Recognize contributions in excess of FAS 87 pension expense to include contributions required as a result of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

PENSION PROVISIONS OF THE STIPULATION AND AGREEMENT

To accomplish the goals above, the Signatories agree to the following:

1. The Company's FAS 87 cost, for financial reporting purposes, will differ from the method used for ratemaking purposes described in paragraph 2 below. In January 2000, the Company made a voluntary decision (not required for compliance with a Commission order) to amortize gains and losses under FAS 87 for financial reporting purposes over a five (5) year period. A five (5) year average of the unrecognized gain/loss balance has been amortized over five (5) years since January 2000. KCP&L and GMO have established a regulatory asset for the annual FAS 87 difference in the two different methods. The Company's outside actuary will maintain actuarial reports under each method on an annual basis. Any difference between the two methods

is merely a timing difference which will eventually be recovered, or refunded, through rates under the method used in setting rates over the life of the pension plan. No rate base recognition will be required for any regulatory asset or liability calculated in accordance with this Paragraph.

2. FAS 87 pension cost, used for Missouri ratemaking purposes, will be calculated based on the following methodology.

a. Market Related Value ("MRV") for asset determination, smoothing all asset gains and losses that occur on and after January 1, 2005 over five (5) years.

b. No 10% corridor.

c. Amortization period of ten (10) years for unrecognized gains and losses. (With a five (5) year MRV amortization - all gains/losses are reflected in fifteen (15) years).

d. Pension cost will be calculated by the Company's actuaries without regard for the extent to which the Company will expense or capitalize components of the cost. Only the expense component of such cost will be included in KCP&L and GMO's cost of service.

e. The term "cost" as used herein means KCP&L and GMO's share of the consolidated pension cost calculated by the Company's actuaries. The term "expense" as used herein means KCP&L and GMO's share of the consolidated pension cost calculated by the Company's actuaries less the capitalization component of such cost. The capitalization component is derived by multiplying the capitalization rate determined in the Payroll Annualization adjustment by the pension cost.

f. "KCP&L and GMO's share" of the consolidated pension cost are derived by first applying the annualized KCP&L or GMO payroll allocation factor, from the Payroll Annualization adjustment, to the consolidated Company's cost determined by the Company's actuaries for non-union and joint trustee pension plans after the joint owners' shares are eliminated. Both KCP&L and GMO will reflect a limited-time funding adjustment to address the different funding statuses of the plans. This adjustment had the effect of decreasing the pension cost for GMO and increasing the pension cost for KCP&L. In addition, KCP&L will include their 47% share of Wolf Creek pension costs and GMO will include their share of joint owner pension costs.

Nothing in the above paragraph binds the Signatories from taking positions inconsistent with the provisions of the paragraph in future rate proceedings.

3. The Signatories agree that a FAS 87 regulatory asset or liability will be continued on KCP&L and GMO's books to track the difference between the level of FAS 87 cost calculated, pursuant to paragraph 2 above, during each current annual rate period, and the level of pension cost used to establish rates for that period. The level of FAS 87 current period cost, before capitalization, will be updated annually based on the amounts provided by the Company's actuaries. If the FAS 87 cost during the current period is more than the cost used to determine rates for the period, KCP&L and GMO will establish a regulatory asset or reduce the existing regulatory liability. If the FAS 87 cost during the current period is less than the cost used to determine rates for the period, KCP&L and GMO will either establish a regulatory liability or reduce the existing regulatory asset. If the current period FAS 87 cost becomes negative during a period in-between rate proceedings, KCP&L and GMO will establish a regulatory liability equal to the difference

between the level of pension cost used to determine rates for that period, and $0. Since paragraph 3 is a cash item, the cumulative net regulatory asset or liability will be included in rate base and amortized over five (5) years in KCP&L and GMO's next Missouri rate case, subject to a review for prudence.

4. Any amount of FAS 87 cost (as calculated in paragraph 2 above), which exceeds the actual level of contributions as authorized in paragraph 6 below, must be funded by the Company, either through a cash contribution or through a reduction of the Prepaid Pension Asset discussed in paragraph 6 below.

5. Any FAS 87 amount that exceeds the actual level of contributions as authorized in paragraph 6 below that is not funded because it exceeds the amount of funding that is tax deductible will be tracked, as a regulatory liability, to ensure it is funded in the future when it becomes tax deductible. The non-funded amount (regulatory liability) will be allowed as a rate base offset (reduction) for the excess collected in rates, but not contributed to the trust fund until such time as the contribution occurs.

6. The Prepaid Pension Asset is $0 at June 30, 2018 for KCP&L and GMO. However, consistent with the goal expressed above, a new Prepaid Pension Asset may be established if KCP&L or GMO's share of amounts contributed to the pension trust, as authorized for the reasons below, exceed the FAS 87 cost calculated in paragraph 2 above. Except as otherwise indicated below, the Signatories agree to allow the Company rate recovery for contributions made to the pension trust in excess of the FAS 87 cost calculated pursuant to paragraph 2 above for the following reasons:

a. The minimum required contribution under ERISA is greater than the FAS 87 cost level.

b. Additional contributions are made to avoid or reduce Pension Benefit Guarantee Corporation ("PBGC") variable premiums or to avoid benefit restrictions or "at risk" status under ERISA. Such contributions will be examined in future rate cases and a determination will be made at that time as to the prudency and reasonableness of these contributions, and the appropriate and proper level recognized for ratemaking as a Prepaid Pension Asset.

c. The Prepaid Pension regulatory asset will be continued and will be allowed rate base treatment for the excess of any contribution over the annual FAS 87 cost calculated in accordance with paragraph 2 above. This regulatory asset shall be used to satisfy, in whole or in part, the FAS 87 funding requirement described in paragraph 4 above. The Prepaid Pension Asset will be reduced as it is used to satisfy the FAS 87 funding requirement.

7. Any FAS 87 prepaid pension asset, other than the amount authorized in paragraph 6 above, will not earn a return in future regulatory proceedings.

<u>OPEBS PROVISION OF THIS STIPULATION AND AGREEMENT</u>

8. The Signatories agree that KCP&L and GMO will utilize a tracking mechanism for its share of FAS 106 OPEB costs consistent with the provisions of paragraphs 3 through 7 above, with the following modifications:

a. OPEB cost will be calculated based on FAS 106 requirements with the exception of KCP&L's share of Wolf Creek OPEBs.

b. All amounts provided in rates as calculated under FAS 106 shall be contributed to an OPEB trust, with the exception of amounts paid related to KCP&L's share of Wolf Creek OPEBs.

c. Wolf Creek OPEBs cost will be based on the "pay as you go" amount; i.e, the amount actually paid to Wolf Creek after amounts to capital. Wolf Creek OPEBs cost and the amounts paid to Wolf Creek shall not be subject to any tracking, either independently or within KCP&L's ongoing OPEB tracking mechanism.

TREATMENT OF PENSION/OPEB COST
FOR JOINT OWNERS IN IATAN AND LA CYGNE

9. KCP&L, GMO and The Empire District Electric Company ("Empire") jointly own the Iatan 1 generating unit. KCP&L, GMO, Empire, Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), and Kansas Electric Power Cooperative, Inc. ("KEPCO") jointly own the Iatan 2 generating unit and Iatan Common plant. KCP&L and Westar Energy ("Westar") jointly own the La Cygne generating station, which includes units 1 and 2. As the majority owner and operator of the Iatan and La Cygne generating units/stations, KCP&L allocates the operating costs, including pension/OPEB costs, to the other joint owners: GMO, Empire, MJMEUC, KEPCO and Westar. The Signatories agree employee pension and OPEB costs related to KCP&L employees directly assigned to, or who allocate part of their time to, work for the Iatan 1, Iatan 2, Iatan Common and La Cygne 1 and La Cygne 2 generating units/stations will be calculated consistently with the methodology identified in the Payroll Annualization adjustment. Any cost or regulatory asset and/or liability, generated under paragraphs 2 through 8 above, will be calculated separately for the amounts related to KCP&L's joint owners

10. KCP&L will not reflect any regulatory assets and/or liabilities or annual pension and OPEB costs related to KCP&L's joint owners in its rate base or cost of service in any rate case. GMO will reflect its joint owner share of any regulatory assets and /or liabilities or annual pension and OPEB costs related to its share of the Iatan 1 and 2 generating units/stations and Iatan Common plant in rate base or cost of service in any GMO case.

11. KCP&L, Westar, and KEPCO jointly own the Wolf Creek generating unit/station, but the Wolf Creek Nuclear Operating Corporation ("WCNOC"), not KCP&L, operates the Wolf Creek generating unit/station. Thus, WCNOC allocates the operating costs, including pension/OPEB costs, to the joint owners, including KCP&L.

TREATMENT OF PENSION COST
<u>FOR THE SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN (SERP)</u>

12. The Company maintains a Supplemental Executive Retirement Plan (SERP) for key employees which does not utilize a trust fund. WCNOC also maintains a SERP plan which does not utilize a trust fund. The Signatories agree that SERP expense will not be included in the tracking mechanism for Regulatory Assets and/or Liabilities nor will SERP expense be included in the amounts reflected below for this Agreement or in any costs included herein. SERP will be considered in KCP&L and GMO's cost of service separately for Missouri rate making purposes to the extent it is determined to be appropriate and reasonable. The Signatories are free to consider other alternative treatment in future rate cases.

ANNUAL PENSION COST AND REGULATORY ASSETS
<u>CASE NOS. ER 2018-0145 AND ER 2018-0146</u>

13. KCP&L and GMO's Missouri jurisdictional rates established in these cases, ER-2018-0145 and ER-2018-0146, are based on $45,770,829 and $15,336,445, (total company), respectively, for annual pension cost expensed under FAS 87, after removal of capitalized amounts

and the portion of KCP&L's annual pension cost which is allocated to KCP&L's joint owners in the Iatan and La Cygne generating units/stations, but before inclusion of allowable SERP pension costs and amortization of pension-related regulatory assets/liabilities. As described in paragraph 2, an annual funding status adjustment has been made from GMO to KCP&L in the amount of $1.5 million, before capitalization. The Company's actuaries have determined that this adjustment is required annually for an approximate ten (10) year period. This 10 year period began January 2010 and will end December 2019. As of January 2020, this funding status adjustment will be excluded from the pension tracker mechanism.

14. KCP&L and GMO's Prepaid Pension Asset balances included in rate base, exclusive of the joint owners' shares, is $0 (total company) at June 30, 2018.

15. KCP&L and GMO's FAS 87 Regulatory Asset included in rate base for the cumulative difference between pension cost recognized in its prior rates and its actual pension costs under FAS 87 since January of 2005 are $11,893,825 and $37,058,691 (total company), respectively, at June 30, 2018.

16. KCP&L's and GMO's rates reflect the 5-year amortization of the FAS 87 Regulatory Asset identified in the prior paragraph at an annual rate before capitalization of $2,378,765 and $7,411,738 (total company), respectively. KCP&L and GMO will amortize $1,648,722 and $5,113,358, respectively, (total company), after capitalization, to pension expense annually beginning with the effective date of rates established in cases ER-2018-0145 and ER-2018-0146.

ANNUAL OPEB COST AND REGULATORY ASSETS
CASE NOS. ER 2018-0145 AND ER 2018-0146

17. KCP&L and GMO's Missouri jurisdictional retail rates established in cases ER-2018-0145 and ER-2018-0146, are based on $1,504,028 and $734,279 (total company),

respectively, for annual OPEB cost expensed under FAS 106, before inclusion of the OPEB-related amortization of regulatory assets and/or liabilities. KCP&L's rates will also include $419,183 for their share of WCNOC OPEB O&M costs based on the pay-as-you-go method.

18. KCP&L and GMO's FAS 106 Regulatory Liability included in rate base for the cumulative difference since inception between OPEB cost recognized in its prior rates and its actual OPEB costs under FAS 106 are ($5,850,628) and ($8,585,356) (total company), respectively, at June 30, 2018.

19. KCP&L and GMO's rates reflect the 5-year amortization of the FAS 106 Regulatory Liability identified in the prior paragraph at an annual rate before capitalization of ($1,170,126) and ($1,717,071) (total company), respectively. KCP&L and GMO will amortize ($811,014) and ($1,184,607) (total company), respectively, after capitalization, to OPEB expense annually beginning with the effective date of rates established in cases ER-2018-0145 and ER-2018-0146.

20. KCP&L and GMO's Prepaid OPEB Asset balances included in rate base are $0 at June 30, 2018.

FAS 88 PENSION TREATMENT

21. The Signatories agreed to defer FAS 88 pension costs consistent with the agreement for FAS 87 deferred accounting treatment. Unlike FAS 87, which allows for delayed recognition in net periodic pension cost of certain unrecognized amounts, FAS 88 requires immediate recognition of certain costs arising from settlements and curtailments of defined benefit plans. FAS 88 costs are legitimate pension costs which should be recovered in rates. Any FAS 88 pension costs deferred will be amortized to cost-of-service over 5-years in KCP&L and GMO's next rate case.

22. KCP&L and GMO's Regulatory Asset for FAS 88 pension costs will be tracked by vintage. At June 30, 2018, KCP&L's total company 2013, 2014 and 2017 vintages of FAS 88 regulatory assets were $3,041,039, $4,523,405 and $16,785,056, respectively, exclusive of any amount allocated to KCP&L's joint owners. At June 30, 2018, GMO's total company 2013, 2014 and 2017 vintages of FAS 88 regulatory assets were, $2,683,120 $3,650,022 and $8,266,068, respectively.

23. KCP&L and GMO's rates will continue to reflect the 5-year amortization of the 2013 and 2014 vintages identified in the prior paragraph at the annual total company amount of $1,040,035 and $1,415,122, respectively, for KCP&L and $518,622 and $ 713,047, respectively, for GMO. In addition, the 2017 vintage identified in the prior paragraph will be included in KCP&L and GMO rates at an annual total company amount of $2,326,744 and $1,140,552, respectively, after capitalization. KCP&L and GMO will amortize FAS 88 costs to pension expense annually with the effective date of rates established in Case Nos. ER-2018-0145 and ER-2018-0146.

24. KCP&L and GMO will be required to fund all FAS 88 pension costs it collects in rates. Since KCP&L and GMO will not be required to fund any FAS 88 cost prior to recovery in rates, no rate base treatment will be required for the regulatory asset representing deferred FAS 88 costs.

FAS 88 OPEB TREATMENT

25. The Signatories agree KCP&L and GMO's FAS 88 OPEB costs will be deferred in a regulatory asset and amortized to cost-of-service over 5-years in the Company's next rate case. KCP&L and GMO's FAS 88 OPEB costs deferred in a regulatory asset were $0 at June 30, 2018.

TREATMENT OF PENSION AND OPEB-RELATED
OTHER COMPREHENSIVE INCOME (OCI)

26. The provisions of FAS 158, require certain adjustments to the pension and OPEBs asset and/or pension or OPEBs liability with a corresponding adjustment to equity (i.e., decreases/increases to Other Comprehensive Income). The Company shall be allowed to set up a regulatory asset/liability to offset any adjustments that would otherwise be recorded to equity caused by applying the provision of FAS 158 or any other FASB statement or procedure that requires accounting adjustments to equity due to the funded status or other attributes of the pension or OPEB plan. The parties acknowledge that the adjustments described in this paragraph shall not increase or decrease rate base.

GENERAL PROVISIONS

27. This Agreement is being entered into solely for the purpose of settling the issues in this case explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Agreement shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, 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 Agreement in this or any other proceeding, regardless of whether this Agreement is approved.

28. This Agreement is a negotiated settlement. Except as specified herein, the Signatories to this Agreement shall not be prejudiced, bound by, or in any way affected by the terms of this Agreement: (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 Agreement, or in any way condition its approval of same.

29. This Agreement has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Agreement unconditionally and without modification, then this Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

30. This Agreement 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.

31. If approved and adopted by the Commission, this Agreement shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Agreement and the operation of this Agreement according to its terms.

32. If the Commission does not approve this Agreement without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Agreement 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 Agreement had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Agreement 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.

33. If the Commission accepts the specific terms of this Agreement without condition or modification, only as to the issues of 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 Agreement 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 Agreement.

WHEREFORE, the undersigned Signatories respectfully request the Commission to issue an order in this case approving the Non-Unanimous Stipulation And Agreement Regarding Pensions And Other Post-Employment Benefits subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Nicole Mers
Nicole Mers, #66766
Deputy Counsel
P.O Box 360
Jefferson City, MO 65012
(573) 751-6651 (Telephone)
(573) 751-9285 (Fax)
nicole.mers@psc.mo.gov

Mark Johnson, #64940
Senior Counsel
P.O. Box 360
Jefferson City, MO 65102
(573) 751-7431 (Telephone)
(573) 751-9285 (Fax)
mark.johnson@psc.mo.gov

ATTORNEY FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION

/s/ Robert J. Hack
Robert J. Hack, #36496
Roger W. Steiner, #39586
Kansas City Power & Light Company
1200 Main Street
Kansas City, MO 64105
Phone: (816) 556-2791
Phone: (816) 556-2314
Fax: (816) 556-2787
rob.hack@kcpl.com
roger.steiner@kcpl.com

James M. Fischer, #27543
Fischer & Dority, P.C.
101 Madison Street—Suite 400
Jefferson City MO 65101
Phone: (573) 636-6758
Fax: (573) 636-0383
Jfischerpc@aol.com

ATTORNEYS FOR KANSAS CITY POWER & LIGHT COMPANY AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

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 21st day of September, 2018.

Robert J. Hack
Robert J. Hack

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement A General Rate Increase for Electric Service	)))	**Case No. ER-2018-0145**
In the Matter of KCP&L Greater Missouri Operations Company's Request for Authorization to Implement A General Rate Increase for Electric Service	))))	**Case No. ER-2018-0146**

NON-UNANIMOUS PARTIAL STIPULATION AND AGREEMENT
CONCERNING RATE DESIGN ISSUES

COME NOW Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO") (collectively the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), Advanced Energy Management Alliance ("AEMA"), Missouri Division of Energy ("DE"), Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), and Renew Missouri Advocates ("Renew MO") (collectively, "Signatories") by and through their respective counsel, and for their Non-Unanimous Partial Stipulation and Agreement concerning rate design issues ("Rate Design Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

AGREEMENTS

1. **SETTLEMENT OF SPECIFIC ISSUES**

This settlement resolves the following issues on the September 18, 2018 Corrected List of Issues filed in this case: Load Research (II); the following issues in Rate Design/Class Cost of Service (III) (Time of Use Residential Rate Design); Tariffs (IV); Riders (V); Indiana Model (VI); Third Party Charging Stations (VII); and Distributed Energy (VIII). As such, the parties do not believe that it is necessary to hear these issues as beginning on September 24, 2018.

2. **TIME OF USE RATES**

a. The Signatories believe this Rate Design Stipulation defines a meaningful and successful process to establish alternative rate plans in the form of Time of Use ("TOU") rates for residential customers following accepted best practice and ensuring measured impact to customers within the class. The Company believes TOU rates should be part of a broad selection of rates offered to Customers and utilized to help the Company provide an opportunity to Customers to shift demands from peak periods and benefit from that shifting load. Further, TOU rates allow the Company and Customers to extract additional benefit from recent upgrades in metering and billing systems.

b. Effective October 1, 2019, KCP&L and GMO will offer a residential Time of Use Service, originally proposed[1] as pilot by the Company in this case, as an opt-in rate that would be available as an alternative to standard residential rates, which shall continue to be available.

    i. The TOU opt-in rate will remain in effect until changed by Commission order.

    ii. Customers who take service under the TOU opt-in rate and switch back to a standard rate will be required to wait 12 months before they will be eligible to re-enroll in the TOU opt-in rate.

[1] The Signatories use the phrase, "originally proposed," for the purpose of identifying the residential TOU pilot; however, the use of this phrase does not include, and specifically excludes, the KCP&L and GMO's proposals relating to combining TOU with MEEIA.

c. The Company will develop a comprehensive customer research, education and marketing plan and identify the Company readiness and outreach capabilities and resources required to introduce the TOU rate plan to residential customers.

i. By the end of Q4 2018, the Company will meet with Staff, OPC, DE and Renew MO (stakeholders) to review the customer research plan.

ii. By the end of Q1 2019, the Company will launch the customer research plan.

iii. The Company will evaluate leading practices on customer education and engagement on TOU deployment. During Q2 2019, the Company will develop a marketing and education plan and will meet with stakeholders to review.

1. The Company will develop a plan that may include various forms of tools, marketing, and customer education such as mailings, outbound calling, text messaging, website information, media outlets and outreach through various company partners including community action agencies, senior housing centers and others.

2. The plan will include marketing to specific end-uses that might benefit from the TOU rate plan, such as Electric Vehicle charging and space conditioning.

3. The Company will address the potential impact to the customer contact center and training that will ensue to properly address customer questions. The Company will

provide all call center personnel with effective and sufficient training and education on their TOU offering. Company shall evaluate opportunities to educate new customers requesting service on the availability of a TOU as well as other educational opportunities when existing customers call the contact center for other matters, including TOU education through an Interactive Voice Recognition ("IVR").

4. The plan will address how to approach vulnerable customer segments, such as low-income customers, elderly customers and customers with electricity-dependent medical needs.

5. Education on the merits of the TOU opt-in rate plan, both specific to the customers taking service thereunder as well as to customers at large, will continue throughout the offering of the TOU opt-in rate plan.

6. The Company will work with stakeholders to operationalize the customer journey from first learning about the TOU rates, to enrolling/un-enrolling, receiving the first bill and managing their energy usage going forward

iv. The Company will develop a process to solicit feedback from customers availing themselves of the TOU rate and those who do not avail themselves of such rate to determine program success and opportunities for improvement. This is referred to as "Customer

Feedback Mechanism". This process shall be developed with stakeholder input. The Company will keep customer documentation and records on all customer feedback to the degree possible regarding its post-implementation of TOU in a format that can be shared with stakeholders upon request.

1. End of Q4 2018, discuss with stakeholder options for Customer Feedback Mechanism.
2. End of Q2 2019, finalize draft of Customer Feedback Mechanism and share with stakeholders.
3. End of Q4 2019, finalize Customer Feedback Mechanism and plans for implementing the mechanism, and share with stakeholders.

v. The Company will develop, with stakeholder input, metrics to gauge changes in customer behavior. This is referred to as "Customer Behavior Metrics."

1. End of Q4 2018, discuss with stakeholders options for Customer Behavior Metrics.
2. End of Q2 2019, finalize draft of Customer Behavior Metrics and share with stakeholders.
3. End of Q4 2019, finalize Customer Behavior Metrics and share with stakeholders.

vi. Company will develop a business case for implementation of shadow billing feasibility, with the goal of implementing shadow billing for all residential customers.

1. End of Q4 2018, Company will review draft plan of shadow billing with stakeholders.

2. End of Q1 2019, Company will finalize business case for shadow billing and share with stakeholders to define next steps.

vii. Education on the merits of the opt-in rates, both specific to the customers taking service thereunder as well as to customers at large, will continue from the dates addressed herein until the Company's next general rate cases.

d. The Company will provide details of the education, marketing and outreach efforts, and customer TOU subscription numbers to the Commission at an on-the-record presentation in December 2019 and September 2020.

e. When completed the Company will submit to the Commission the following documents on an ongoing basis: Customer research plan, business case for shadow billing, marketing and education plan, EM&V plan, Customer Feedback Mechanism, Customer Behavior Metrics, EM&V interim and final results and documentation shared at each stakeholder meeting.

f. Company will meet with stakeholders by the end of Q1 2020 and end of Q1 2021 to discuss number of customers on TOU rate plan; changes in customer behavior including shift demands from peak periods and benefit from that shifting load; education effectiveness; customer feedback and questions; observations from summer vs winter rate impacts. Nothing precludes any stakeholder from making a filing with the Commission should it believe the Company is not actively providing reasonable outreach and education to their customers or other concerns regarding TOU deployment. Nothing prevents the Company from opposing any such filing.

g. If by December 31, 2019 KCP&L and GMO do not have at least 750 customers per company signed up for the TOU service, stakeholders will discuss and consider changes to the education and outreach plan or changes to program design necessary to enhance enrollment.

h. If KCP&L and GMO have not gained at least an additional 1000 customers per company by December 31, 2020, stakeholders will review education and outreach plan and program design changes necessary to enhance enrollment.

i. By June 30, 2020, KCP&L will file a rate design case limited to TOU issues. For GMO, signatories further agree the September 20, 2016 Non-Unanimous Stipulation and Agreement in ER-2016-0156 will be expanded to include TOU, with the TOU rate design case to commence by June 30, 2020.

j. KCP&L and GMO will submit a Residential TOU rate design in their next rate cases based on lessons learned from the TOU service.

k. Company will complete an EM&V Report by December 31, 2021.

1. End of Q2 2019, review draft of EM&V plan with parties and solicit feedback on parameters and methodology.

2. End of Q4 2019, finalize EM&V plan with parties.

l. KCP&L and GMO shall be authorized to defer for recovery prudently incurred program costs (representing the prudently incurred work detailed above and including marketing, education, evaluation and administration costs) associated with the TOU service. In the next rate case, KCP&L and GMO shall be authorized to recover prudently incurred program costs at the level represented by the percentage of customers enrolled in the TOU service at the time of filing of the rate cases compared to the above target level, not to exceed 100% recovery of costs. KCP&L and GMO will demonstrate that such percentage is not simply a result of transferring customers to a lower rate, but based on efforts directly related to changing customer behavior through marketing and education.

3. **RESIDENTIAL RATE DESIGN**

a. GMO

In the event the Commission orders an increase to residential revenue, the parties have not reached an agreement on the appropriate residential rate design.

In the event the Commission orders a decrease to the residential revenue, Parties agree to a Residential Customer Charge of $11.47. The remaining decrease, if applicable gets spread to remaining rate element charges in the following manner:

Step 1: Increase tail block MORH and MORNH to $0.05005.

Step 2: Decrease MORG, MORN, MORH, MORNH first block winter to $0.09990, or until Residential revenue target is met, whichever occurs first.

Step 3: Any remaining decrease gets applied as an equal percent to all summer rate blocks, MORO, and first block winter for MORG, MORN, MORH, MORNH. No changes will be made in this step to winter blocks 2 and 3.

b. KCP&L

In the event the Commission orders an increase to residential revenue, the parties have not reached an agreement on the appropriate residential rate design. If no revenue change or a reduction in revenue is ordered for the Residential class, the parties agree to the rate designs indicated below applicable to the revenue levels indicated. The Signatories agree that parties can argue, and the Commission can order, a rate decrease for residential customers other than 2.39%, 1%, 0.5%, or $0. For revenue reductions between the revenue levels indicated below, the charges will be interpolated, in a manner consistent with the table below, to collect the appropriate revenue level. For revenue reductions below the lowest revenue level indicated on the table below, the non-customer charges will be adjusted by an equal percentage.

RESIDENTIAL	Current Rates	Residential Class at Approx. 2.39% Decrease	Residential Class at Approx. 1% Decrease	Residential Class at Approx. .5% Decrease	Residential Class at Approx. 0% Decrease
	$ 338,392,590	$ 330,294,806	$ 334,855,768	$ 336,689,356	$ 338,374,383
CUSTOMER CHARGE					
One Meter - 1RS1A, 1RSDA, 1RS1B, 1RS6A, 1RFEB, 1RO1A	$ 12.62	$ 11.47	$ 11.47	$ 12.07	$ 12.62
Two Meters - Standard - 1RS2A, 1RS3A, 1RW7A, 1RH1A	$ 14.95	$ 13.80	$ 13.80	$ 14.40	$ 14.95
Two Meters - Additional					
ENERGY CHARGE					
Summer Rate					
Summer Gen - 1RS1A, 1RSDA, 1RS1B,					
0-600	$ 0.12893	$ 0.12747	$ 0.12893	$ 0.12893	$ 0.12893
600-1000	$ 0.14916	$ 0.14747	$ 0.14916	$ 0.14916	$ 0.14916
1000+	$ 0.14916	$ 0.14747	$ 0.14916	$ 0.14916	$ 0.14916
Summer Space - 1RS6A, 1RFEB, 1RS2A, 1RS3A, 1RW7A, 1RH1A					
0-600	$ 0.13806	$ 0.13650	$ 0.13806	$ 0.13806	$ 0.13806
600-1000	$ 0.13806	$ 0.13650	$ 0.13806	$ 0.13806	$ 0.13806
1000+	$ 0.13806	$ 0.13650	$ 0.13806	$ 0.13806	$ 0.13806
Winter Rates					
Winter Gen - 1RS1A, 1RSDA, 1RS1B,					
0-600	$ 0.12231	$ 0.11864	$ 0.12186	$ 0.12186	$ 0.12186
600-1000	$ 0.07396	$ 0.07396	$ 0.07396	$ 0.07396	$ 0.07396
1000+	$ 0.06561	$ 0.06454	$ 0.06561	$ 0.06561	$ 0.06561
Winter Gen&S/H - 1RS2A, 1RS3A, 1RW7A, 1RH1A					
0-600	$ 0.12412	$ 0.11864	$ 0.12186	$ 0.12186	$ 0.12186
600-1000	$ 0.07441	$ 0.07396	$ 0.07396	$ 0.07396	$ 0.07396
1000+	$ 0.06219	$ 0.06346	$ 0.06445	$ 0.06445	$ 0.06445
Winter Gen&S/H - 1RS6A, 1RFEB					
0-600	$ 0.09703	$ 0.09593	$ 0.09703	$ 0.09703	$ 0.09703
600-1000	$ 0.09703	$ 0.09593	$ 0.09703	$ 0.09703	$ 0.09703
1000+	$ 0.06098	$ 0.06300	$ 0.06300	$ 0.06300	$ 0.06300
Sep Space Heat Mtr - 1RS2A, 1RS3A, 1RW7A, 1RH1A					
Winter	$ 0.06239	$ 0.06346	$ 0.06445	$ 0.06445	$ 0.06445
Gen/Other Use - ROU					
Winter	$ 0.13933	$ 0.13776	$ 0.14149	$ 0.14149	$ 0.14149
Summer	$ 0.17931	$ 0.17728	$ 0.18209	$ 0.18209	$ 0.18209
T-O-U (RTOD)					
Customer Charge	$ 15.94	$ 15.76	$ 16.19	$ 16.19	$ 16.19
Summer On-Peak	$ 0.21173	$ 0.20934	$ 0.21501	$ 0.21501	$ 0.21501
Summer Off-Peak	$ 0.11796	$ 0.11663	$ 0.11979	$ 0.11979	$ 0.11979
Winter	$ 0.08719	$ 0.08620	$ 0.08854	$ 0.08854	$ 0.08854

4. **RESTORATION CHARGE**

Company withdraws its proposal to add language to the Rules & Regulations establishing a Restoration Charge.

5. **SPECIAL CONTRACTS**

Signatories accept Company position as offered in the direct testimony of Marisol Miller and agree to add language reflecting consideration of incremental cost analysis data as described in the

Economic Development Rider (KCP&L-Sheet 32I and GMO Sheet 123.5) to Special Contracts tariff.

6. **REAL TIME PRICING & TWO PART TIME OF USE**

a. The Company's RTP tariffs and Two Part Time of Use tariffs will continue and will not be available to new customers.

b. The Company will work with interested parties to develop RTP or similar tariff that is compatible with billing system by its next rate case.

c. KCP&L will remove RTP Plus tariff from its tariff.

7. **LINE EXTENSION TARIFF-UNDERUTILIZED INFRASTRUCTURE**

The Signatories agree that the specimen Line Extension-Underutilized Infrastructure tariffs, attached as Exhibit A, should be approved by the Commission.

8. **LINE EXTENSION TARIFF-EV MAKE READY**

a. The Company agrees to establish and offer a standard construction allowance within the line extension process for EV "make ready" facilities.

b. The Signatories agree that KCP&L's and GMO's existing Line Extension tariff should continue with no additional make ready EV Definitions or Terms of Service.

9. **OTHER RATE DESIGN-RELATED STUDIES**

a. The Company agrees to study alignment of billing seasons between KCP&L and GMO utilities.

b. The Company agrees to work with Staff to define and retain billing determinants for future rate designs.

c. The Company agrees to work with Staff to define data to support evaluation of the seasonal nature of demands on the transmission and distribution systems or the seasonal nature of the costs of capacity and energy to serve load.

d. Dependent upon scope, timing and expertise needed, any resultant studies from (a), (b), and (c) above will be performed by Company personnel, if possible.

e. The Signatories agree that Staff's proposal to assign facility extensions by class should not be adopted by the Commission.

10. **RENEWABLE ENERGY RIDER**

a. The Company will deploy single Purchase Power Agreement ("PPA") for both KCP&L and GMO (minimum of 100MW and maximum of 200MW). All else equal, preference will be given for Missouri-based resource.

b. The Company must demonstrate 90% subscription at the initial PPA level for a minimum of two years before additional renewable subscriptions are offered.

c. KCP&L and GMO will file a separate tab in its FAC monthly reports showing the Renewable Energy Rider PPA's monthly operating data, costs, and revenues.

d. The Signatories agree that any energy cost and net revenues (positive or negative) attributable to the unsubscribed capacity will be borne by shareholders. The reconciliation of any net revenues (positive or negative) will occur in the Fuel Adjustment Rate ("FAR") filings.

e. The Company will revise its tariffs to add new jurisdictional terms recommended by the Company and incorporate a subscription charge into tariffs as recommended by Staff.

f. The Signatories agree there will be no change to termination terms proposed by the Company in these cases.

g. The Company will collaborate with Staff, DE, and OPC in the development of Frequently Asked Questions ("FAQs") and responses to be posted on the Company's website respecting the program prior to the solicitation of interest in subscribing to the Renewable Energy Rider.

h. The Company will adopt program changes recommended in direct testimony of MECG witness Steve Chriss.

i. The Signatories agree that the specimen Renewable Energy Rider tariffs, attached as Exhibit B, should be approved by the Commission.

11. **SOLAR SUBSCRIPTION RIDER**

a. The Company agrees to seek competitive bids as two systems up to 2.5 MWs each to be located in each Missouri jurisdiction, or one system up to 5.0 MWs located in the most economic location, selecting the alternative with the lowest cost for implementation. The Company will retain all information related to bidding process, to be provided to Staff, DE and OPC. All else equal, preference will be given for Missouri-based resource in the event of the single system approach.

b. The Company will receive commitment for subscription of at least 90% of the capacity for each facility before beginning construction.

c. The Signatories agree that responsibility for any unsubscribed costs associated with the Solar Subscription Pilot will be shared between customers and shareholders with shareholders bearing 75% of the cost of any unsubscribed capacity and customers bearing the remaining 25%. Market priced energy associated with the energy of the shareholder unsubscribed portion will be included in the FAR filing to reflect the fuel portion of the net costs and revenues of the shareholder portion on any unsubscribed portion of the solar facility. KCP&L and GMO will file a separate tab in their FAC monthly reports showing the Solar Subscription Rider monthly operating data, costs, and revenues.

d. The Company will consider building SB564-required solar at the same time/place with the understanding that that solar may be used for separate (low-income) projects per Non-Unanimous Stipulation and Agreement filed in these cases on September 19, 2018.

e. The Company agrees the Solar Subscription Rider is a pilot program initially. The Company agrees to evaluate the pilot with any future KCP&L or GMO request for expansion of the Solar Subscription Rider or after five years of operation, whichever is first. Evaluation will include:

   1. Recording of program costs and revenues (participants, all ratepayers, Company),

   2. Numbers and types of subscribers (by rate class and participation by low and moderate-income customers),

   3. Annual surveys of participating customers covering (economic considerations and customer service),

4. Impact or benefits of the facility on the utility distribution system, and

5. Plans to site program expansion facilities in areas where distributed generation would benefit the electric utility's distribution system, such as areas where there is a potential to avoid or minimize distribution system investment.

f. The Company will revise its tariff to add new jurisdictional terms as proposed by the Company, remove Levelized Cost of Energy ("LCOE"), update block charge and not to exceed value, rename interconnection charge to "Services and Access" charge, add update methodology as recommended by Staff. The price for solar block charge will be based on costs of project(s) selected through competitive RFP process.

g. The Company will demonstrate 90% subscription of initially deployed system size for a minimum of two years before additional solar subscriptions are offered.

h. To the extent program expansion occurs, the Company will seek balance between KCP&L and GMO territories.

i. The Company shall submit reports to the Commission Staff, OPC, Renew MO, and DE detailing an evaluation of the program and lessons learned. Reports shall be filed quarterly until the first Pilot facility(ies) is/are fully constructed. Thereafter, a report shall be filed annually for the next four years. This sequence shall be repeated for construction of the next Pilot facility(ies), if applicable. Thereafter, reports shall be filed every three years until the Pilot facilities are retired.

j. The Company will include on its website a list of Frequently Asked Questions ("FAQs") and the answers, including at a minimum but not limited to the questions listed below. These FAQs shall be updated in a timely manner for all and any material changes to the answers, which may be necessary for the answers to remain accurate. Updates to the website FAQ shall be provided to the Signatories for review and comment prior to being made.

- Who is eligible?
- What does it cost?
- Do I own the panel?
- How much solar can I subscribe to?
- Where will the subscription solar be located?
- How big is the subscription solar?
- Will this make my rates go up (non-subscriber)?
- Is my payment for the solar eligible for a tax deduction/credit?
- What is the minimum participation period?
- What if I want to reduce/increase my shares?
- What happens if I drop off or move?
- What happens if I pass away?
- How is my bill calculated?
- How will this appear on my bill?
- How much can I expect my bill to increase?
- Will my bill be subject to additional increases in the future?
- Is it possible the cost of my bill will decrease as a result of my participation?
- What if the cost of solar decreases over the next twenty-years? Will my cost decrease?
- What is the fixed portion of my bill? Will it be the same every month if I participate?
- What are the surcharges on my bill? Will they be the same every month if I participate?
- Do I own the renewable energy credit (RECs) for my portion of this solar project?
- Does participation in this program qualify me as a net metering or co-generation customer?
- Can I still participate in this program if I am currently a net metering or co-generation customer?
- Is the renewable energy I support through the Subscription Solar program delivered directly to my residence?
- Is there a calculator or spreadsheet I can use to help me determine my future expense?
- Am I eligible for the federal tax rebate known as the Investment Tax Credit?
- Who gets to claim the environmental benefits of this project?
- What if the system is sold out and I want to participate?

- How long will the community solar be in service?
- What panels, inverters and racking systems are being used in the array?
- How do I enroll?

k. The Signatories agree that the specimen Solar Subscription Rider tariffs, attached as Exhibit C, should be approved by the Commission.

12. **STANDBY SERVICE RIDER ("SSR")**

a. The Signatories agree that the SSR should include SGS Class with a minimum of 50 kW generation capacity, should exclude net metered customers, should have no minimum supplemental contract capacity, and should have no fixed charge other than administrative charge.

b. The Signatories agree that the SSR should apply facility charge assessed against supplemental contract capacity.

c. The Signatories agree that the SSR should be applicable to battery storage.

d. The Signatories agree that the scheduling of maintenance service may be restricted by the Company. The Company shall receive and consider requests for maintenance service during all months and make reasonable accommodation of such requests (factors – e.g., size of generator, time, duration, load forecast). The Signatories agree that maintenance service may be available during all months and shall not be greater than the seasonal standby contract capacity.

e. The Signatories agree that supplemental contract capacity will be calculated as 90% of probable load adjusted for customer generation, i.e.,

= (Seasonal Peak x .9) – Standby Contract Capacity

f. The Signatories agree that the SSR's on- and off-peak hours are consistent with hours in LPS-1 rate class.

g. The Company agrees to inform DE of new CHP customers.

h. The Signatories agree that the specimen Standby Service Rider tariffs, attached as Exhibit D, should be approved by the Commission.

13. **DISTRIBUTED ENERGY RESOURCE ("DER") DATA RETENTION**

The Signatories agree to accept the Company position and allow the DER data retention topic be examined in the Commission rulemaking.

14. **COMMERCIAL & INDUSTRIAL ("C&I") DEMAND RESPONSE**

The Signatories agree that the Commission should approve compliance tariffs consistent with the exemplar tariffs in Schedule KHW-1, pp. 1-3 attached to the Supplemental Direct Testimony of Kimberly Winslow. Within 100 days of Commission-approved rates, KCP&L will issue a request for proposal for utility-approved aggregator(s) to administer customer participation in the Demand Response Incentive ("DRI") tariff. Final contracting with the utility-approved aggregator(s) will be contingent upon Commission approval of the DRI tariff. Also, within 100 days of Commission-approved rates, KCP&L will establish a transparent methodology (in consultation with stakeholders) for determining the capacity compensation under DRI.

15. **OTHER TARIFF CHANGES**[2]

a. GMO

1. Include Large Power Off Peak Rider as filed.

2. Adjust language in Primary Discount Rider to make available to all C&I customers as filed.

[2] The Signatories agree that the general tariff clean up items set forth in Schedule MEM-4 and MEM-7 (Miller Direct KCP&L and GMO testimony) will be made except for the items addressed herein.

3. Freeze existing Private Area Lighting as filed and add an Original Private Unmetered LED Lighting Service for both RES/NON-RES customers to replace current Private Area Lighting rate schedules.

b. KCP&L

1. Freeze existing Private Area Lighting as filed and add an Original Private Unmetered LED Lighting Service for both RES/NON-RES customers to replace current Private Area Lighting rate schedules.

16. **<u>LOAD RESEARCH</u>**

a. For a future GMO rate case, the load research will reflect the new sample to reflect GMO consolidation.

17. **<u>FAC</u>**

a. The Company will continue all FAC reporting requirements recommended by Staff in these cases.

b. KCP&L and GMO will continue to provide the additional information as part of its monthly reports as KCP&L was ordered to do in Case No. ER-2016-0285 and as GMO was ordered to do in Case No. ER-2016-0156.

18. **<u>ECONOMIC DEVELOPMENT RIDERS</u>**

a. The Company will file semi-annual reports documenting compliance with EDR tariffs and statutes.

b. The Company will file with Commission the actual EDR contracts upon execution, with customer names and other customer identifying information redacted. Confidential versions will be provided to Staff, OPC, DE, MIEC, and MECG subject to execution of appropriate non-disclosure agreements by Staff, OPC, DE, MIEC and MECG.

c. Filing of semi-annual reports will occur in the applicable SB 564 dockets including GMO, Case No. EO-2019-0045, and KCP&L, Case No. EO-2019-0047.

19. **OTHER**

The Company agrees that it will not seek a prepaid electric service program similar to that proposed by Ameren Missouri in File No. EO-2015-0055, as part of MEEIA before 2025. The Company agrees that if it files a stand-alone prepaid electric service program before 2025, it will meet with the Signatories three months in advance of the filing.

20. **NON-SIGNATORY PARTIES DO NOT OPPOSE STIPULATION**

The Signatories have been authorized to represent that the following parties, who have not executed this Stipulation, do not oppose Commission approval of this Stipulation:

- Midwest Energy Consumers Group ("MECG");
- Dogwood Energy, LLC ("Dogwood"); and
- Missouri Industrial Energy Consumers ("MIEC").

GENERAL PROVISIONS

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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/ Nicole Mers
Nicole Mers, #66766
Deputy Counsel
P.O Box 360
Jefferson City, MO 65012
(573) 751-6651 (Telephone)
(573) 751-9285 (Fax)
nicole.mers@psc.mo.gov

Mark Johnson, #64940
Senior Counsel
P.O. Box 360
Jefferson City, MO 65102
(573) 751-7431 (Telephone)
(573) 751-9285 (Fax)
mark.johnson@psc.mo.gov

ATTORNEYS FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION

/s/ Robert J. Hack
Robert J. Hack, #36496
Roger W. Steiner, #39586
Kansas City Power & Light Company
1200 Main Street
Kansas City, MO 64105
Phone: (816) 556-2791
Phone: (816) 556-2314
Fax: (816) 556-2787
rob.hack@kcpl.com
roger.steiner@kcpl.com

James M. Fischer, #27543
Fischer & Dority, P.C.
101 Madison Street—Suite 400
Jefferson City MO 65101
Phone: (573) 636-6758
Fax: (573) 636-0383
Jfischerpc@aol.com

Joshua Harden
1201 Walnut St., Suite 2900
Kansas City, MO 64106
Phone: 573-639-7615
Joshua.Harden@stinson.com

ATTORNEYS FOR KANSAS CITY POWER & LIGHT COMPANY AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

/s/ Marc Poston
Marc Poston
Missouri Bar No. 45722
301 W. High Street, Room 680
Jefferson City MO 65102
(573) 751-5558
marc.poston@ded.mo.gov

ATTORNEY FOR MISSOURI DIVISION OF ENERGY

/s/ Mark W. Comley
Mark W. Comley
601 Monroe Street
Suite 301, P.O. Box 537
Jefferson City, Missouri 65102
Phone: (573) 634-2266
Fax: (573) 636-3306
comleym@ncrpc.com

ATTORNEYS FOR ADVANCED ENERGY MANAGEMENT ALLIANCE

/s/ Peggy A. Whipple
Peggy A. Whipple
Missouri Bar No. 54758
514 E. High Street, Suite A
Jefferson City, MO 65101
(573) 415-8379 (Telephone)
(573) 415-8379 (Fax)
peggy@healylawoffices.com

ATTORNEYS FOR
MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

/s/ Tim Opitz
Tim Opitz
Missouri Bar No. 65082
409 Vandiver Dr., Bldg. 5, Suite 205
Columbia, MO 65202
(573) 825-1796
tim@renewmo.org

ATTORNEY FOR RENEW MISSOURI

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 25th day of September, 2018.

Roger W. Steiner
Roger W. Steiner

UNDERUTILIZED INFRASTRUCTURE RIDER
Schedule UIR

PURPOSE:

The purpose of this Rider is to encourage restoration or adaptive reuse of areas where underutilized distribution infrastructure including secondary transformers and service drops would be returned to active service.

AVAILABILITY:

This Rider is available to Customers who expand existing facilities or locate in rehabilitated existing facilities within areas determined to be underutilized. Descriptions of the applicable locations are defined in the Underutilized Areas section of this tariff.

This Rider is available only to those Customers currently served or otherwise qualified for service under the Company's SGS, MGS, LGS, LPS, SGA, MGA, and LGA schedules.

Customers receiving incentives under this Underutilized Infrastructure Rider may not receive any other utilization-based benefit such as those available under the Company’s Economic Development Rider or similar.

APPLICABILITY:

The Company will review and approve, on an individual project basis, the plans of the rehabilitation or expansion of Customer's facilities (including primary and secondary facilities located prior to the Company point of delivery) to determine the qualification of Customer's projects under the provisions of this Rider.

Underutilized areas are defined as those served by circuits having at least 50% of rated capacity available under normal and contingency scenarios as determined annually by the Company. Underutilized circuits will not include:

a. Circuits serving areas with identifiable near-term growth, particularly commercial and industrial areas at initial stages of development or where existing customers are expected to increase their connected load.
b. Circuits serving areas with known platted areas for residential development.
c. Rural circuits limited by voltage or in areas with limited development where the existing circuit is provided and designed primarily for public convenience and need.
d. Other circuits where a low capacity rating is needed or expected by the Company.

INCENTIVE PROVISIONS:

For Non-Residential Extensions, customers locating a Distribution Extension on underutilized circuits will receive 10% additional Construction Allowance associated with the extension.

UNDERUTILIZED INFRASTRUCTURE RIDER
Schedule UIR **(continued)**

UNDERUTILIZED AREAS:

The following areas have been determined to be underutilized:

1. (SAMPLE) Kansas City – The area between Barry Road and NW 88th Street and between 169 Highway and North Oak Traffic way.

2. Area #2

3. Area #3

RENEWABLE ENERGY RIDER
Schedule RER

PURPOSE

This Program is designed to provide non-Residential Customers a voluntary opportunity to purchase Renewable Energy, in addition to service provided through a generally available rate, from Renewable Energy sources that the Company contracts.

Following Commission approval of this Rider, the Company will endeavor to procure the Renewable Energy sources necessary to fulfill Customer requests for service under this Program. Pricing and related terms will be updated to reflect these sources.

AVAILABILITY

Customer accounts receiving Unmetered, Lighting, Net Metering, or Time-of-Use Service are ineligible for this Program while participating in those service agreements. This Program is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.

Service under this Program is available on a limited and voluntary basis, at the Company's option, to non-Residential Customers currently receiving permanent electric service from the Company through Schedule SGS, MGS, LGS, LPS, SGA, MGA, LGA, or PGA, with an annual average monthly peak demand greater than 200 kW. At the Company's sole approval, Customers that have an aggregate electric load of at least 2.5 MW based upon peak annual demand and an average of 200 kW per account, or Governmental/Municipal Customers as established by Section 46.040, RSMo, or pursuant to Article VI, Section 15 of the Missouri Constitution and applicable enabling statutes enacted by the General Assembly thereunder, may combine separate accounts to participate in this Program.

Customers will be enrolled and subscribed on a first-come, first-served basis. Customers applying but not allowed to subscribe due to Renewable Energy resource unavailability will be placed on a waiting list and may be offered the opportunity to subscribe if subscription cancellations or forfeitures occur. Customers approved for aggregation of accounts may choose to participate in part or remain on the list as a consolidated group, depending on resource availability. Separate waiting lists will be used for this Rider in each company. Participants may cancel their subscription at any time subject to any net cost of the remaining Renewable Energy for the term. Service hereunder is provided to one end-use Customer and may not be redistributed or resold.

Within any limits prescribed by the individual tariffs, the Company will combine the subscription requirements for the Company and KCP&L Missouri Greater Operation Company jurisdictions in executing the power purchase agreement(s) for the Renewable Energy resource. The Renewable Energy resource will be initially limited to a minimum total load of 100 megawatts (MW) and a maximum total load of 200 MW. Once obtained, the PPA will be split between the jurisdictions based on the same ratio as the expected Customer subscriptions. Once the PPA split is established, that amount will be fixed for the duration of the PPA. Any subsequent PPA established under this tariff will also be split between the jurisdictions based on the same ratio as the expected Customer subscription and similarly fixed for the duration of that PPA. If customer interest exceeds a PPA limit, participation would be allocated to each customer proportional to their expressed interest. The limit will be re-evaluated if or when the 200 MW limit is reached and additional subscriptions resulting from a subsequent PPA will be made available at the sole discretion of the Company.

RENEWABLE ENERGY RIDER
Schedule RER

DEFINITIONS

For purposes of this Program the following definitions apply:

i. PARTICIPANT – The Customer, specified as the Participant in the Participant Agreement, is the eligible Customer that has received notification of acceptance into the Program.

ii. PARTICIPANT AGREEMENT – The agreement between the Company and Customer, utilized for enrollment and establishing the full terms and conditions of the Program. Eligible Customers will be required to sign the Participant Agreement prior to participating in the Program. This agreement may be provided and executed electronically. A conditional Participant Agreement, between the Company and Customer, or similar, utilized for gauging customer interest in a given Resource Procurement Period will be used. These agreements may be provided and executed electronically.

iii. POWER PURCHASE AGREEMENT (PPA) – an agreement or contract between a resource owner and the Company for renewable energy produced from a specific renewable resource.

iv. RENEWABLE ENERGY CREDITS – also known as Renewable Energy Certificates or RECs, represent the environmental attributes associated with one (1) megawatt-hour of renewable electricity generated and delivered to the power grid.

v. RENEWABLE ENERGY – energy produced from a renewable resource as defined in 4 CSR 240-20.100(1)(N) and associated with this Program. Renewable resources procured will be utilized for this program or similar voluntary, green programs.

vi. RESOURCE PROCUREMENT PERIOD – the period of time in which the Company will, if the subscriptions on the waiting list warrant such effort, attempt to obtain a renewable resource to serve known renewals and the Participation Agreements queued on the waiting list. At a minimum, two Resource Procurement Periods will occur each calendar year. Each PPA offered will be represented as a new group in the Subscription Charge Pricing & Resource Specification section of this tariff. Upon the execution of a PPA associated with each resource(s) the Company shall file within 15 business days a revised tariff sheet for that resource replacing the Not-to-Exceed Price with the applicable price.

vii. NOT-TO-EXCEED RESOURCE PRICE – For each PPA offered, the Not-to-Exceed Resource Price shall reflect the upper limit of the Resource Price applicable to the Resources that comprise the PPA used to solicit final enrollment. The final Resource Price will be subject to update and the Charges and Billing section of this tariff, but shall not exceed the Not-to-Exceed Resource Price.

viii. SUBSCRIPTION INCREMENT (SI) – An eligible Customer may subscribe and receive energy from a renewable resource in single percentage increments, up to 100% of the Customer's Annual Usage.

DEFINITIONS (continued)

viii. SUBSCRIPTION SHARE (SS) – The proportion of the renewable resource, adjusted for the Renewable Resource Capacity Factor, allocated to the Customer to achieve the desired Subscription Increment amount. The Subscription Share is determined at enrollment and is calculated using the following formula:

$$\mathrm{SS} = \frac{\mathrm{SL_{MW}}}{\mathrm{RRC_{MW}}}$$

Where,

$$\mathrm{SL_{MW}} = \frac{\mathrm{AU_{MWh}} \cdot \mathrm{SI}}{8{,}760_{\text{hours per year}} \cdot RRC_{factor}}$$

AU = Annual Usage; the Customer's actual metered energy usage over the previous 12 monthly billing periods, if available, or Customer's expected metered energy usage over 12 monthly billing period as determined by Company.

RRC = Renewable Resource Capacity Factor; the average annual capacity of the renewable resource(s) as established by the Company.

RRC_{factor} = Renewable Resource Capacity Factor; the average annual capacity factor of the renewable resource(s) as established by Company.

ENROLLMENT

1. The Customer must submit a completed Participant Agreement to the Company for service under this Program. In the Participant Agreement, the Customer must specify the Subscription Increment to be subscribed.

2. Customers applying for service under this Program must have an account that is not delinquent or in default at the beginning of the Resource Procurement Period and must have completed the required Participant Agreement.

3. Enrollment requests may be submitted to the Company at any time.

4. The Company will review the Participant Agreement and determine if the Customer will be enrolled into the Program.

ENROLLMENT (continued)

5. In each Resource Procurement Period the Company will match as accurately as possible the combined Renewable Subscription Level of all Participants with a renewable resource, subject to availability. The minimum renewable resource to be acquired will have a capacity of 100 MW and the maximum will depend upon the level of Participation Agreements received. The renewable resource obtained for each Subscriber group may be made up of capacity from multiple renewable resources.

CHARGES AND BILLING

All charges provided for under, and other terms and conditions of, the Customer's applicable standard service classification(s) tariff shall continue to apply and will continue to be based on actual metered energy use during the Customer's normal billing cycle.

Under this Schedule RER, Customers will receive a Renewable Adjustment (RA), in the form of an additional charge or credit to their standard bill based upon the sale of the metered output of the renewable resource(s) into the wholesale market. The Renewable Adjustment will be calculated as follows:

$$\mathrm{RA} = [\mathrm{RMO}_{\mathrm{MWh}} \cdot \mathrm{SS}] \cdot [\mathrm{SC}_{\$\ \mathrm{per\ MWh}} - \mathrm{FMP}_{\$\ \mathrm{per\ MWh}}]$$

Where,

RMO = Metered output from the renewable resource at the market node.

SC = Subscription Charge; the delivered price per MWh of the renewable resource plus the Company Administration Charge of $0.10 per MWh (RMO) for twenty-year term Participant Agreements. For all other Participant Agreements, the Company Administration Charge will be $0.30 per MWh (RMO).

FMP = Final Market Price; the accumulation of all applicable market revenues and charges arising from or related to injection of the energy output of the renewable resource into the wholesale energy market in that calendar month at the nearest market node, divided by the actual metered hourly energy production, using the best available data from the regional transmission operator, who facilitates the wholesale marketplace, for the calendar month as of the date the Customer's Renewable Adjustment is being prepared. Alternatively, and at the Company's discretion if determined to be economic, the Company may seek to obtain the necessary transmission to deliver the energy output of the renewable resource to a local, Company market node. If this occurs, the Final Market Price will be calculated based on the accumulation of all applicable market revenues and charges inclusive of this delivery. The energy produced under this alternative will be subject to curtailment by the regional transmission operator. The Final Market Price will be rounded to the nearest cent.

CHARGES AND BILLING (continued)

The Renewable Adjustment may be applied up to 60 days later than the market transactions to allow for settlement and data processing.

Subscribers will be responsible for all costs recognized in the respective month regardless if they are directly associated with service received under this Rider for that month. Market revenues and charges may be adjusted to reflect net costs or revenues associated with service under the Program in prior months, for which more recent wholesale market settlement data supersedes the data that was used to calculate initial charges or credits that were assessed to participating Customers.

The Renewable Subscription Charge and the Subscription Share are to be determined at the time the Company obtains the renewable resource to satisfy the Participation Agreement.

Billing and settlement of charges under this Schedule may occur separately from the billing associated with service provided to a Customer's under the Standard Rate Schedules. The Company reserves the right to consolidate account data and process charges collectively to facilitate Customers electing to aggregate subscriptions under this Schedule.

TERM

Agreements under this Program are available for enrollment for five-year, ten-year, fifteen-year, and twenty-year terms. Customers will select the term at time of enrollment and will not be allow to change the term once the renewable resource serving the Customer has been obtained. Customers subscribing to more than 20% of the renewable resource will be required to commit to a minimum term of ten years.

At the end of a given Participation Agreement, Subscribers will be offered an option to renew their participation prior to offering available capacity to new customers.

RENEWABLE RESOURCE ENERGY CREDITS

Renewable Energy Credits (RECs) produced by Renewable resources associated with this program will be tracked by Company, consistent with the Customer subscriptions. RECs associated with energy obtained through this Program will be transferred to the Customer annually or at any time upon Customer request. Alternatively, and if requested, the Company will retire the RECs on behalf of the Customer with all costs associated with the registration and retirement borne by the requesting Customer.

TRANSFER OR TERMINATION

Participants who move to another location within the Company's Missouri service territory may request transfer of their subscription, provided the total kWh of the subscribed amount is less than the new location's average annual historical usage (actual or Company estimated). If the existing subscription level exceeds the allowed usage amount at the new location, the subscription will be adjusted down accordingly.

Participants who request termination of the Participation Agreement, or default on the Participation Agreement before the expiration of the term of the Participation Agreement, shall pay to the Company any associated costs and administration associated with termination of the subscribed renewable resource. Such termination charge may be adjusted if and to the extent another Customer requests service under this Schedule and fully assumes the obligation for the purchase of the renewable energy prior to the effective date of the contract amendment or termination; provided, however, Company will not change utilization of its assets and positions to minimize Customer's costs due to such early termination. The Participant must notify the Company in writing of their request to terminate.

If, prior to the end of the term of a given subscription, a Customer provides written notification of its election to terminate the Participation Agreement for an account covered by another Participation Agreement:

i. The Customer without penalty may transfer service to another account that is within the Company's service territory and is either (i) currently not covered by an Participation Agreement, or (ii) is covered by a Participation Agreement for only a part of its eligible usage, in either case only to the extent the consumption at the new account under (i) or the eligible unsubscribed usage at an account that had already been receiving service under (ii) is sufficient to accommodate the transfer; or

ii. At Customer's written request, Company will attempt to find another interested Customer that meets Company's eligibility requirements and is willing to accept transfer of service (or that part which cannot be transferred to another Customer account) for the remainder of the term of the subscription at issue; or

iii. If option i) or ii) is not applicable as to some or all the Participation Agreement at issue, the Customer will continue to be obligated to pay for, or be eligible to receive, the Monthly Renewable Adjustment as to that part of the service that was not transferred; or

iv. If option i) or ii) is not applicable and in lieu of option iii),the Customer may terminate service for the account at issue upon payment of the Termination Fee, which is as follows: The average of the Customer's Monthly Renewable Adjustment for the preceding 12 months (or all preceding months, if less than 12) times the number of months remaining in the term; if this value is less than or equal to zero (e.g., a credit to Customer), then the Termination Fee is zero, and in no event shall the Customer receive a net credit from Company for terminating service under this Rider.

RENEWABLE ENERGY RIDER
Schedule RER

PROGRAM PROVISIONS AND SPECIAL TERMS

1. In procuring the Renewable Energy, the Company will ensure that Renewable Energy resources utilized under this Program are or have been placed in service after January 1, 2019.

2. Customers applying for service under this Program must have an account that is not delinquent or in default at the beginning of the Resource Procurement Period and must have completed the required Participant Agreement.

3. At enrollment, the Company will calculate the Customer's demand for the prior twelve-month period to determine eligibility. If twelve months of demand data is not available, the Company may estimate the annual demand to the nearest kW, using a method that includes, but is not limited to, usage by similarly sized properties or engineering estimates.

4. Participants may not combine loads across the jurisdictions for achieving participation limits, determination of subscription levels, or aggregated billing. Loads will not be combined across jurisdictions for the purpose of applying minimum term limits.

5. Customers that the Company, at its sole discretion, determines are ineligible will be notified promptly, after such Participant Agreement is denied.

6. Customer participation in this Program may be limited by the Company within the first come, first served structure, to balance Customer demand with available qualified Renewable Energy resources and any constraint with transmission facilities or capacity.

7. Customers who need to adjust in their commitments due to increases or decreases in electric demand may request such adjustment in writing from the Company. Efforts will be made to accommodate the requested adjustment. The Customer will be responsible for any additional cost incurred to facilitate the adjustment.

8. Any Customer being served or having been served on this Program waives all rights to any billing adjustments arising from a claim that the Customer's service would be or would have been at a lower cost had it not participated in the Program for any period of time.

9. The Company may file a request to discontinue this Program with the Commission at any time in the future. Prior to the termination, the Company will work with the participating Customer to transition them fully from the subscriptions in effect to a Standard Rate Schedule or to an alternate green power option that the Company may be providing at that time. Any Participant who cancels Program participation must wait twelve (12) months after the first billing cycle without a subscription to re-enroll in the Program.

10. Ownership of unsubscribed energy and the associated RECs will be assumed by the Company and incorporated into the energy provided to retail Customers. Unsubscribed amounts will be determined monthly within the companies using the monthly subscriptions in place at the time of the allocation of costs for that company. Unsubscribed levels will be recalculated monthly if one of the following actions takes place in the previous month: new subscriber added, subscription completion, or subscription transfer. All changes in Subscription status will occur at the end of the respective billing month in which the status change is requested.

11. All time-related terms and periods referenced within the Rider will be applied consistently across the jurisdictions as appropriate and allowed by the respective individual tariffs for this program.

RENEWABLE ENERGY RIDER
Schedule RER

PROGRAM PROVISIONS AND SPECIAL TERMS (continued)

12. The Company will file a separate tab in its Fuel Adjustment Charge (FAC) monthly reports showing the Renewable Energy Rider PPA's monthly operating data, costs, and revenues.

13. Any energy cost and net revenues (positive or negative) attributable to the undersubscribed capacity of the PPA of an amount that is less than or equal to 50% of the total capacity of the PPA will be borne by shareholders while the remaining net revenues (positive or negative) will flow through the FAC. The reconciliation of any net revenues (positive or negative) will occur in the FAR filings.

14. The Company shall not be liable to the Customer in the event that the Renewable Energy supplier fails to deliver Renewable Energy to the market and will make reasonable efforts to encourage the Renewable Energy supplier to provide delivery as soon as possible. However, in the event that the Renewable Energy supplier terminates the Renewable Energy contract with the Company, for any reason during the term of contract with the Customers, the Company, at the election of the Customer, shall make reasonable efforts to enter into a new PPA with another Renewable Energy supplier as soon as practicable with the cost of the Renewable Energy to the Customer revised accordingly.

15. Operational and market decisions concerning the renewable resource, including production curtailment due to economic conditions, will be made solely by the regional transmission operator. These decisions could impact the market price received for the renewable resource energy output.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

RENEWABLE ENERGY RIDER
Schedule RER

SUBSCRIPTION CHARGE PRICING & RESOURCE SPECIFICATIONS

PPA Group	Resource Capacity (MW)	Admin Cost ($/MWh)	Not-To-Exceed Resource Price ($/MWh)	Resource	Resource Price ($/MWh)	Risk Premium	State	RTO
A	--	$--	$--	-----	$--	$--	--	--

SOLAR SUBSCRIPTION PILOT RIDER
Schedule SSP

PURPOSE

The purpose of the Solar Subscription Pilot Rider (Program) is to provide a limited number of Customers the opportunity to voluntarily subscribe to the generation output of a solar resource and receive electricity from solar resources.

Program Participants will subscribe and pay for Solar Blocks of five hundred (500) watts (W AC) each. Energy produced by the subscribed Solar Blocks will offset an equivalent kWh amount of energy they receive and are billed for under their standard class of service. Approximately 10,000 Solar Blocks will be available for subscription with the initial offering. This program may be expanded, depending on Customer interest and with Commission approval, after successful completion of the initial offering and pilot evaluation. Customers will be required to enroll for the Program in advance and each solar resource will be built when 90 percent of the proposed solar resource is committed. If the Company does not receive a sufficient number of subscriptions for the Program, the Company may request Commission approval to terminate this Schedule SSP.

The Company will seek to construct systems aggregating up to 2.5 MW systems to be located in the KCP&L-Missouri jurisdiction and one in the KCP&L-Greater Missouri Operations Company jurisdiction, or up to one 5.0 MW system located in the most economic Missouri location, selecting the alternative with the lowest cost for implementation. Information concerning the decision will be provided to the Commission Staff and the Office of Public Counsel. Opportunities to co-locate with other Company solar deployment will be considered. If deployed as the single system, the Solar Blocks will be split between the companies based on the same ratio as the expected Customer subscriptions. Once the Solar Block split is established, that amount will be fixed for the life of the solar resource. Any subsequent solar resource built under this tariff will also be split between the companies using the same approach, based on a ratio of the then expected Customer subscription and similarly fixed for the duration of that solar resource.

AVAILABILITY

This Rider is available to any Customer currently receiving permanent electric service under the Company's retail rate schedules. Customers must complete the required Participant Agreement and have an account that is not delinquent or in default.

Participants will be enrolled on a first-come, first-served basis. Customers applying but not allowed into the Program due to Solar Block unavailability will be placed on a waiting list and incorporated into the Program in the order they are received. Should Solar Blocks become available due to construction of additional solar resources or subscription cancellations, Customers on the waiting list will be offered the opportunity to subscribe. Subscription hereunder is provided through one meter to one end-use Customer and may not be aggregated, redistributed, or resold.

Total participation of non-residential Customers will be limited to no more than 50 percent of the total solar resource capacity during the first three months of the Program. After three months, and at the Company's sole discretion, all available solar resource capacity may be made available to all eligible Customers.

This Rider may not be combined with any other renewable energy program offered by the Company for the same Customer account.

Customers receiving Unmetered, Lighting, Net Metering, or Time-of-Use Service are ineligible for this Program while participating in those service agreements. This schedule is not available for resale, standby, breakdown, auxiliary, parallel generation, or supplemental service.

SOLAR SUBSCRIPTION PILOT RIDER
Schedule SSP

PRICING

The Solar Block Subscription Charge for energy sold through this Program is $0.159 per kWh, made up of two costs:

- The Solar Block cost of $0.121 per kWh; and
- The Services and Access charge of $0.038 per kWh.

The Solar Block cost is defined by the total cost of the solar resources built to serve the program. The Services and Access charge will be adjusted when rates are reset in future rate cases by the average percentage change to volumetric rates in those future rate cases, unless a party provides a cost study demonstrating that it would be unreasonable to adjust the Services and Access. When an additional solar resource is added to the Program, the levelized cost of the new solar resource will be averaged with the remaining levelized cost of existing solar resource(s) to determine the new price for the cost of the Solar Block. Additional solar resources will be added only if the price is less than or equal to the previous price or otherwise deemed beneficial relative to the standard rates.

SUBSCRIPTION LEVEL

Participants may subscribe to Solar Blocks that, when combined, are expected to generate up to 50 percent of their annual energy. During initial sign-up, the Customer will designate their desired subscription percentage in increments of 10 percent. The Company will provide to the Customer the number of Solar Blocks necessary to supply their subscription percentage based on the Customer's annual energy usage (Subscription Level). The Customer's annual energy usage will be determined in one of two ways. If during initial signup the Customer has 12 consecutive months of usage history at the address where the subscription is being requested, then the annual energy will be the energy consumed during that 12-month usage history. If the Customer does not have 12 consecutive months of usage history at the address where the subscription is being requested, then the annual energy will be estimated by the Company. The calculation for the number of Solar Blocks is equal to the annual energy (in kWh) divided by the expected annual energy production of one block rounded down to the lowest whole number. A Customer must have sufficient annual usage to support subscription of at least one Solar Block.

The maximum amount any one Customer may subscribe to is 2,500 kW AC of capacity. After the expansion of solar energy production, subscription for any one Customer beyond 2,500 kW AC will be at the Company's discretion. A Participant may change their subscription level only once in any 12-month period after the initial 12-month subscription. In the event there is a significant and regular reduction in Participant metered energy consumption, the Company, at its sole discretion, may adjust the Participant's subscription level after customer notice.

Participants may not combine loads across the companies for achieving participation limits, determination of subscription levels, or aggregated billing. Loads will not be combined across companies for the purpose of applying minimum term limits.

SOLAR SUBSCRIPTION PILOT RIDER
Schedule SSP

BILLED PURCHASE QUANTITY

The quantity of energy that will be purchased by a Participant for each monthly billing cycle will be computed as follows:

$$PQ = \frac{SL}{TSC} \cdot AME$$

Where,

PQ = Monthly Purchase Quantity in kWh
SL = Subscription Level in kW AC
TSC = Total Solar System Capacity in kW AC
AME = Actual Monthly Energy Produced by the Solar Resource in kWh.

MONTHLY BILLING

1. The monthly energy production of the solar resource will be measured and apportioned to each Participant based on their respective Subscription Level. To facilitate billing, energy production will be applied to the monthly billing one month after it occurs.

2. The Participants share of the solar resource energy production will be subtracted from the metered energy consumed by the Participant for the billing month. Should the solar resource energy production amount for a given month be larger than the Participant's metered energy consumption, the net energy will be zero for that month.

3. Any remaining metered energy consumption will be billed under the rates associated with the Participant's standard rate schedule, including all applicable riders and charges

4. Other, non-energy charges defined by the standard rate schedule are not impacted by the Solar Block subscription and will be billed to the Participant.

5. The entire bill amount, inclusive of all standard rate charges and Program charges, must be paid according to the payment terms set forth in the Company Rules and Regulations.

SOLAR SUBSCRIPTION PILOT RIDER
Schedule SSP

WAITING LIST

If at the time of subscription request a Customer's desired subscription level is greater than the available energy of the solar resource, then the Customer may elect to be placed on a waiting list.

Customers will be offered an opportunity to subscribe in the order that they are placed on the waiting list, only if available capacity is greater than the customer's desired subscription level. If the available capacity is less than the Customer's desired subscription level, the Customer will be offered the opportunity to subscribe to the remaining available capacity. If the Customer does not wish to participate at this lower than desired subscription level, then the next Customer on the waiting list will be checked for subscription availability. The Company will maintain all records related to the waiting list.

Separate waiting lists will be used for this Rider for each company.

SUBSCRIPTION TERM

Participants must remain in the Program for one year, as measured from the first bill received under this Rider.

Non-residential Participants who subscribe to 25 percent of the available Solar Blocks for a given solar resource, are required to commit to a minimum term of five years.

PILOT EVALUATION

The Company will complete and submit to Staff an evaluation of this Program prior to any request for expansion or after five years of operation, whichever is first. The evaluation will include:

- Tracking of program costs and revenues (participants, all ratepayers, Company),
- Numbers and types of subscribers (by rate class and participation by low and moderate-income customers if available),
- Annual surveys of participating customers covering (economic considerations and customer service),
- Impact or benefits of the facility on the utility distribution system, and
- Plans to site program expansion facilities in areas where distributed generation would benefit the electric utility's distribution system, such as areas where there is a potential to avoid or minimize distribution system investment.

EXPANSION

The Company will demonstrate 90% subscription of the initially deployed system for a minimum of two years before additional solar subscriptions are offered. Program expansion will be done to the extent practical, with consideration of the energy delivered to the jurisdictional system.

SOLAR SUBSCRIPTION PILOT RIDER
Schedule SSP

PROGRAM PROVISIONS AND SPECIAL TERMS

1. Customers applying for service under this Program must have an account that is not delinquent or in default at the time of application.

2. Renewable Energy Credits (RECs) produced by solar resources associated with this program will be tracked by company, consistent with the Customer subscriptions. All rights to the renewable energy certificates (REC) associated with the generation output of the solar facility will be retired by the Company on behalf of Participants. The Company will create a group retirement subaccount in NAR for retirement of RECs. The RECs associated with the output of the solar facility will be designated in NAR for public viewing.

3. Any Participant being served or having been served on this Program waives all rights to any billing adjustments arising from a claim that the Participant's service would be or would have been at a lower cost had it not participated in the Program for any period of time.

4. Participants who move to another location within the Company's Missouri service territory may transfer their subscription, provided the total kWhs of the subscribed amount is not more than the new location's allowed subscription level (actual or estimated). If the subscription level exceeds the allowed amount at the new location, the subscription will be adjusted down accordingly. Transfers between companies are not allowed. If customers choose to move between companies, they will be required to terminate their subscription with the previous company and subscribe with the new company, subject to the terms of the approved tariff for that company.

5. Participants must notify the Company in writing, including by email, of their intent to transfer any subscription(s). Transfers will only be effective if the Transferee satisfies the terms and conditions applicable to the subscription and signs the Participant Agreement and assumes all responsibilities associated therewith.

6. Customers that subscribe will continue as Participants until they cancel their subscription or the Program is terminated. New subscriptions and cancelations require notice 20 days prior to the end of the Participant’s billing cycle and will take effect at the beginning of the next applicable billing cycle.

7. Upon cancelation of a Participant’s service, Participants may transfer their entire subscription to another eligible Participant’s service agreement, including non-profits, for a $25 fee. Participants with more than one Solar Block may transfer their Solar Block subscriptions in whole subscription increments to one or more Eligible Customers for a $25 fee per transfer.

8. Any Participant who cancels Program participation must wait 12 months after the first billing cycle without a subscription to re-enroll in the Program.

9. Unsubscribed amounts will be determined monthly within the companies using the monthly subscriptions in place at the time of the allocation of costs for that company. Responsibility for any undersubscribed costs will shared between customers and shareholders with shareholders bearing 75% of the cost of any unsubscribed capacity and customers bearing the remaining 25%.

10. All time-related terms and periods referenced within the Rider will be applied consistently across the companies as appropriate and allowed by the respective individual tariffs for this program.

SOLAR SUBSCRIPTION PILOT RIDER
Schedule SSP

DEMAND SIDE INVESTMENT MECHANISM & NON-MEEIA OPT-OUT PROVISIONS

Subject to Schedule DSIM and Rules and Regulations filed with the State Regulatory Commission (Section 8.10, Sheet 1.28).

FUEL ADJUSTMENT

Fuel Adjustment Clause, Schedule FAC, shall be applicable to all customer billings under this schedule.

TAX ADJUSTMENT

Tax Adjustment Schedule TA shall be applicable to customer billings under this schedule.

REGULATIONS

Subject to Rules and Regulations filed with the State Regulatory Commission.

STANDBY SERVICE RIDER
Schedule SSR

APPLICABILITY

Applicable to each customer with behind the meter on-site parallel distributed generation and/or storage system(s) with a capacity over 100 kilowatts (kW), as a modification to standard electric service supplied under either the tariffed rate schedules of Medium General Service (MGS), Large General Service (LGS), or Large Power Service (LPS).
Applicable to Small General Service (SGS) customers with a rated capacity of 50 kilowatts (kW) or more who do not have a net metering interconnection agreement.in place. SGS customers are not subject to minimum supplemental contract capacity requirements or fixed reservation or access charges for standby service other than the administrative charge.
Customers with emergency backup, solar or wind generation that is not integrated with a storage system are exempt from this Rider.

DEFINITIONS

DISTRIBUTED GENERATION AND/OR STORAGE - Customer's private on-site generation and/or storage that:
1. is located behind the meter on the customer's premises,
2. has a rated capacity of 50 kW or more applicable to SGS customers, or 100 kW or more applicable to MGS, LGS and LPS customers.
3. operates in parallel with the Company's system, and
4. adheres to applicable interconnection agreement entered into with the Company.

SUPPLEMENTAL SERVICE - Electric service provided by the Company to customer to supplement normal operation of the customer's on-site parallel distributed generation and/or storage in order to meet the customer's full-service requirements.

STANDBY SERVICE - Service supplied to the premises by the Company in the event of the customer exceeding its Supplemental Contract Capacity. Standby Service may be needed on either a scheduled or unscheduled basis. Standby Service comprises capacity and associated energy during the time it is used.

BACKUP SERVICE - Unscheduled Standby Service.

MAINTENANCE SERVICE - Scheduled Standby Service.

BACK-UP SERVICE - The portion of Standby Contract Capacity and associated energy used without advance permission from the Company. The customer must notify the Company within thirty (30) minutes of taking Back-up Service for amounts over five (5) megawatts (MW). For Back-up Service billed, the customer shall be charged the daily standby demand charge for back-up service and back-up energy charges associated with Standby Service. The rates for these charges as well as the monthly fixed charges are stated in this Rider. Back-up Service Charges will be shown and calculated separately on the customer bill.

MAINTENANCE SERVICE - The portion of Standby Contract Capacity used with advance permission from the Company. The customer must schedule Maintenance Service with the Company not less than six (6) days prior to its use. Maintenance Service may be available during all months and shall not be greater than the seasonal Standby Contract Capacity. The scheduling of Maintenance Service may be restricted by the Company during times associated with system peaking conditions or other times as necessary. For Maintenance Service billed, the customer shall be charged the daily standby demand charge for maintenance service associated with Standby Service Demand. The rates for these daily demand charges as well as the monthly fixed charges are stated in this Rider. Energy charges for Maintenance Service associated with the Standby Service will be billed as standard energy charges per the applicable tariffed rate schedule. Maintenance Service charges will be shown and calculated separately on the customer bill.

STANDBY SERVICE RIDER
Schedule SSR

DEFINITIONS (continued)

SUPPLEMENTAL CONTRACT CAPACITY - The customer must designate and contract by season the maximum amount of demand, in kW, taken at the premises through the billing meter that may be billed on the applicable standard tariffed rate and shall be mutually agreeable to customer and Company. The Supplemental Contract Capacity shall insofar as possible estimate ninety percent (90%) of the historic or probable loads of the facility as adjusted for customer generation.

STANDBY CONTRACT CAPACITY - The higher of:

1. The number of kilowatts mutually agreed upon by Company with customer as representing the customer's maximum service requirements under all conditions of use less Supplemental Contract Capacity, and such demand shall be specified in customer's Electric Service Agreement. Such amount shall be seasonally designated and shall not exceed the nameplate rating(s) of the customer's own generation. The amount of Standby Contract Capacity will generally consider the seasonal (summer or winter billing periods) capacity ratings and use of the generator(s), or may be selected based on a Company approved load shedding plan.
2. The maximum demand established by customer in use of Company's service less the product of Supplemental Contract Capacity and 110%.

Fixed monthly charges for generation and transmission access and facilities shall be levied upon a capacity not to exceed the nameplate rating(s) of the customer's generating unit(s).

SUPPLEMENTAL DEMAND - The lesser of:

1. Supplemental Contract Capacity or
2. The Total Billing Demand in this Rider.

STANDBY SERVICE DEMAND - The Total Billing Demand as determined in this Rider in excess of the Supplemental Contract Capacity.

TOTAL BILLING DEMAND - Total Billing Demand for purposes of this Rider shall be the maximum 30-minute demand established during peak hours or 50% of the maximum 30 minute demand established during off-peak hours, whichever is greater, but in no event less than 25 kW for Medium General Service, 200 kW for Large General Service, nor less than 1,000 kW for Large Power Service.

FACILITIES CHARGE FOR SUPPLEMENTAL SERVICE – The monthly facilities charge for supplemental service shall equal the facilities charge of the tariffed rate schedule multiplied by the Supplemental Contract Capacity.

OFF-PEAK PERIOD - Off-Peak Hours shall be as defined in Rider LPS-1.

ON-PEAK PERIOD - On-Peak Hours are all hours other than Off-Peak Hours.

STANDBY SERVICE RIDER
Schedule SSR

GENERAL PROVISIONS

The contract term shall be one (1) year, automatically renewable, unless usage, plant modifications or additional generation requires a change to Supplemental Contract Capacity or Standby Contract Capacity.

The Company will install and maintain the necessary suitable meters for measurement of service rendered hereunder. The Company may inspect generation logs or other evidence that the customer's generator is being used in accordance with the provisions this Rider.

Power production equipment at the customer site shall not commence parallel operation until after inspection by the Company and a written interconnection agreement is executed. The sale of excess energy to the Company may be included in the interconnection or other agreement.

If at any time customer desires to increase demand above the capacity of Company's facilities used in supplying said service due to plant modifications, customer will sign a new agreement for the full capacity of service required and in accordance with applicable rules governing extension of its distribution system.

Those customers choosing to install more than one (1) generating unit on the same premises will have a seventy five percent (75%) discount applied to the monthly Generation and Transmission Access Charges and Facilities Charges applicable to each additional generator on the same premises.

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this Rider.

STANDBY SERVICE RIDER
Schedule SSR

RATE

	SGS Primary Voltage	SGS Secondary Voltage
Standby Fixed Charges		
Administrative Charge	$110.00	$110.00
Facilities Charge per month per kW of Contracted Standby Capacity		
Summer	$0.000	$0.000
Winter	$0.000	$0.000
Generation and Transmission Access Charge per month per kW of Contracted Standby Capacity	$0.000	$0.000
Daily Standby Demand Rate - Summer		
Back-Up	$0.202	$0.207
Maintenance	$0.101	$0.103
Daily Standby Demand Rate - Winter		
Back-Up	$0.202	$0.207
Maintenance	$0.101	$0.103
Back-Up Energy Charges - Summer		
kWh in excess of Supplemental Contract Capacity	$0.16804	$0.17197
Back-Up Energy Charges - Winter		
kWh in excess of Supplemental Contract Capacity	$0.13058	$0.13361

STANDBY SERVICE RIDER
Schedule SSR

RATE (Continued)

	MGS Secondary Voltage	**MGS Primary Voltage**	**LGS Secondary Voltage**	**LGS Primary Voltage**
Standby Fixed Charges				
Administrative Charge	$110	$110	$130	$130
G & T Access Charge per **month** per kW of Contracted Standby Demand	$0.530	$0.518	$0.858	$0.838
Facilities Charge (per month per kW of Contracted Standby Demand)				
Summer	$0.530	$0.518	$0.858	$0.838
Winter	$0.270	$0.263	$0.462	$0.451
Daily Standby Demand Rate - Summer (Per kW of Standby Service Demand)				
Maintenance	$0.214	$0.193	$0.286	$0.263
Back-Up	$0.428	$0.386	$0.572	$0.525
Daily Standby Demand Rate - Winter (Per kW of Standby Service Demand)				
Maintenance	$0.171	$0.151	$0.222	$0.200
Back-Up	$0.342	$0.302	$0.444	$0.400
Back-Up Energy Charges - Summer (kWh in excess of Supplemental Contract Capacity)				
	$0.11090	$0.10825	$0.10077	$0.09851
Back-Up Energy Charges - Winter (kWh in excess of Supplemental Contract Capacity)				
	$0.09584	$0.09358	$0.09259	$0.09048

STANDBY SERVICE RIDER
Schedule SSR

RATE (Continued)

	LPS Secondary Voltage	**LPS Primary Voltage**	**LPS Substation Voltage**	**LPS Transmission Voltage**
Standby Fixed Charges				
Administrative Charge	$430	$430	$430	$430
G & T Access Charge per **month** per kW of Contracted Standby Demand	$0.922	$0.901	$0.890	$0.882
Facilities Charge (per month per kW of Contracted Standby Demand)				
Summer	$0.922	$0.901	$0.890	$0.882
Winter	$0.679	$0.664	$0.656	$0.650
Daily Standby Demand Rate - Summer (Per kW of Standby Service Demand)				
Maintenance	$0.314	$0.288	$0.210	$0.176
Back-Up	$0.628	$0.575	$0.421	$0.353
Daily Standby Demand Rate - Winter (Per kW of Standby Service Demand)				
Maintenance	$0.288	$0.262	$0.185	$0.152
Back-Up	$0.576	$0.524	$0.371	$0.303
Back-Up Energy Charges - Summer (kWh in excess of Supplemental Contract Capacity)				
	$0.09442	$0.09226	$0.09118	$0.09037
Back-Up Energy Charges - Winter (kWh in excess of Supplemental Contract Capacity)				
	$0.08004	$0.07821	$0.07731	$0.07660

STANDBY SERVICE RIDER
Schedule SSR

APPLICABILITY

Applicable to each customer with behind the meter on-site parallel distributed generation and/or storage system(s) with a capacity over 100 kilowatts (kW), as a modification to standard electric service supplied under either the tariffed rate schedules of Large General Service (LGS), or Large Power Service (LPS).
Applicable to Small General Service (SGS) customers with a rated capacity of 50 kilowatts (kW) or more who do not have a net metering interconnection agreement.in place. SGS customers are not subject to minimum supplemental contract capacity requirements or fixed reservation or access charges for standby service other than the administrative charge.
Customers with emergency backup, solar or wind generation that is not integrated with a storage system are exempt from this Rider.

DEFINITIONS

DISTRIBUTED GENERATION AND/OR STORAGE - Customer's private on-site generation and/or storage that:
1. is located behind the meter on the customer's premises,
2. has a rated capacity of 50 kW or more applicable to SGS customers, or 100 kW or more applicable to MGS, LGS and LPS customers.
3. operates in parallel with the Company's system, and
4. adheres to applicable interconnection agreement entered into with the Company.

SUPPLEMENTAL SERVICE - Electric service provided by the Company to customer to supplement normal operation of the customer's on-site parallel distributed generation and/or storage in order to meet the customer's full-service requirements.

STANDBY SERVICE - Service supplied to the premises by the Company in the event of the customer exceeding its Supplemental Contract Capacity. Standby Service may be needed on either a scheduled or unscheduled basis. Standby Service comprises capacity and associated energy during the time it is used.

BACKUP SERVICE - Unscheduled Standby Service.

MAINTENANCE SERVICE - Scheduled Standby Service.

BACK-UP SERVICE - The portion of Standby Contract Capacity and associated energy used without advance permission from the Company. The customer must notify the Company within thirty (30) minutes of taking Back-up Service for amounts over five (5) megawatts (MW). For Back-up Service billed, the customer shall be charged the daily standby demand charge for back-up service and back-up energy charges associated with Standby Service. The rates for these charges as well as the monthly fixed charges are stated in this Rider. Back-up Service Charges will be shown and calculated separately on the customer bill.

MAINTENANCE SERVICE - The portion of Standby Contract Capacity used with advance permission from the Company. The customer must schedule Maintenance Service with the Company not less than six (6) days prior to its use. Maintenance Service may be available during all months and shall not be greater than the seasonal Standby Contract Capacity. The scheduling of Maintenance Service may be restricted by the Company during times associated with system peaking conditions or other times as necessary. For Maintenance Service billed, the customer shall be charged the daily standby demand charge for maintenance service associated with Standby Service Demand. The rates for these daily demand charges as well as the monthly fixed charges are stated in this Rider. Energy charges for Maintenance Service associated with the Standby Service will be billed as standard energy charges per the applicable tariffed rate schedule. Maintenance Service charges will be shown and calculated separately on the customer bill.

DEFINITIONS (continued)

SUPPLEMENTAL CONTRACT CAPACITY - The customer must designate and contract by season the maximum amount of demand, in kW, taken at the premises through the billing meter that may be billed on the applicable standard tariffed rate and shall be mutually agreeable to customer and Company. The Supplemental Contract Capacity shall insofar as possible estimate ninety percent (90%) of the historic or probable loads of the facility as adjusted for customer generation.

STANDBY CONTRACT CAPACITY - The higher of:

1. The number of kilowatts mutually agreed upon by Company with customer as representing the customer's maximum service requirements under all conditions of use less Supplemental Contract Capacity, and such demand shall be specified in customer's Electric Service Agreement. Such amount shall be seasonally designated and shall not exceed the nameplate rating(s) of the customer's own generation. The amount of Standby Contract Capacity will generally consider the seasonal (summer or winter billing periods) capacity ratings and use of the generator(s), or may be selected based on a Company approved load shedding plan.
2. The maximum demand established by customer in use of Company's service less the product of Supplemental Contract Capacity and 110%.

Fixed monthly charges for generation and transmission access and facilities shall be levied upon a capacity not to exceed the nameplate rating(s) of the customer's generating unit(s).

SUPPLEMENTAL DEMAND - The lesser of:

1. Supplemental Contract Capacity or
2. The Total Billing Demand in this Rider.

STANDBY SERVICE DEMAND - The Total Billing Demand as determined in this Rider in excess of the Supplemental Contract Capacity.

TOTAL BILLING DEMAND - Total Billing Demand for purposes of this Rider shall be the maximum 30-minute demand established during peak hours or 50% of the maximum 30 minute demand established during off-peak hours, whichever is greater, but in no event less than 25 kW for Medium General Service, 200 kW for Large General Service, nor less than 1,000 kW for Large Power Service.

FACILITIES CHARGE FOR SUPPLEMENTAL SERVICE – The monthly facilities charge for supplemental service shall equal the facilities charge of the tariffed rate schedule multiplied by the Supplemental Contract Capacity.

OFF-PEAK PERIOD - Off-Peak Hours shall be as defined in Rider LPS-1.

ON-PEAK PERIOD - On-Peak Hours are all hours other than Off-Peak Hours.

STANDBY SERVICE RIDER
Schedule SSR

GENERAL PROVISIONS

The contract term shall be one (1) year, automatically renewable, unless usage, plant modifications or additional generation requires a change to Supplemental Contract Capacity or Standby Contract Capacity.

The Company will install and maintain the necessary suitable meters for measurement of service rendered hereunder. The Company may inspect generation logs or other evidence that the customer's generator is being used in accordance with the provisions this Rider.

Power production equipment at the customer site shall not commence parallel operation until after inspection by the Company and a written interconnection agreement is executed. The sale of excess energy to the Company may be included in the interconnection or other agreement.

If at any time customer desires to increase demand above the capacity of Company's facilities used in supplying said service due to plant modifications, customer will sign a new agreement for the full capacity of service required and in accordance with applicable rules governing extension of its distribution system.

Those customers choosing to install more than one (1) generating unit on the same premises will have a seventy five percent (75%) discount applied to the monthly Generation and Transmission Access Charges and Facilities Charges applicable to each additional generator on the same premises.

In addition to the above specific rules and regulations, all of Company's General Rules and Regulations shall apply to the supply of service under this Rider.

STANDBY SERVICE RIDER
Schedule SSR

RATE

	SGS Secondary Voltage	SGS Primary Voltage	LGS Secondary Voltage	LGS Primary Voltage
Standby Fixed Charges				
Administrative Charge	$110.00	$110.00	$130.00	$130.00
Facilities Charge per month per kW of Contracted Standby Capacity				
Summer	$0.161	$0.156	$0.111	$0.107
Winter	$0.157	$0.152	$0.075	$0.072
Generation and Transmission Access Charge per month per kW of Contracted Standby Capacity	$0.161	$0.156	$0.111	$0.107
Daily Standby Demand Rate - Summer				
Back-Up	$0.162	$0.160	$0.193	$0.139
Maintenance	$0.081	$0.080	$0.097	$0.070
Daily Standby Demand Rate - Winter				
Back-Up	$0.171	$0.169	$0.184	$0.130
Maintenance	$0.086	$0.084	$0.092	$0.065
Back-Up Energy Charges - Summer				
kWh in excess of Supplemental Contract Capacity	$0.09952	$0.09337	$0.09174	$0.08897
Back-Up Energy Charges - Winter				
kWh in excess of Supplemental Contract Capacity	$0.07228	$0.07100	$0.06990	$0.06736

STANDBY SERVICE RIDER
Schedule SSR

RATE (Continued)

	LPS Secondary Voltage	**LPS Primary Voltage**	**LPS Substation Voltage**	**LPS Transmission Voltage**
Standby Fixed Charges				
Administrative Charge	$430.00	$430.00	$430.00	$430.00
Facilities Charge per month per kW of Contracted Standby Capacity				
Summer	$1.332	$1.292	$1.264	$1.255
Winter	$0.693	$0.673	$0.658	$0.654
Generation and Transmission Access Charge per month per kW of Contracted Standby Capacity	$1.332	$1.292	$1.264	$1.255
Daily Standby Demand Rate - Summer				
Back-Up	$0.745	$0.702	$0.506	$0.502
Maintenance	$0.372	$0.351	$0.253	$0.251
Daily Standby Demand Rate - Winter				
Back-Up	$0.536	$0.499	$0.307	$0.305
Maintenance	$0.268	$0.250	$0.154	$0.153
Back-Up Energy Charges - Summer				
kWh in excess of Supplemental Contract Capacity	$0.05678	$0.05505	$0.05353	$0.05458
Back-Up Energy Charges - Winter				
kWh in excess of Supplemental Contract Capacity	$0.05300	$0.05142	$0.05058	$0.04929

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement A General Rate Increase for Electric Service	)))	**Case No. ER-2018-0145**
In the Matter of KCP&L Greater Missouri Operations Company's Request for Authorization to Implement A General Rate Increase for Electric Service	))))	**Case No. ER-2018-0146**

NON-UNANIMOUS PARTIAL STIPULATION AND AGREEMENT
REGARDING CLASS REVENUE SHIFTS

COME NOW Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO") (collectively, the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), Midwest Energy Consumers Group ("MECG"), Missouri Division of Energy ("DE"), Missouri Industrial Energy Consumers ("MIEC"), Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), and Renew Missouri Advocates ("Renew Missouri") by and through their respective counsel, and for their Non-Unanimous Partial Stipulation and Agreement Regarding Class Revenue Shifts ("Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

AGREEMENTS

1. **SETTLEMENT OF SPECIFIC ISSUES**

This Stipulation resolves the following issues on the September 18, 2018 List of Issues filed in this case: Rate Design/Class Cost of Service (III).

2. **CLASS REVENUE SHIFTS**

The Signatories agree to the following:

a. GMO: Equal percentage decrease of 3.22% to all classes.

b. KCP&L: The overall revenue decrease will be increased from $21 million to $21.1 million[1].

i. LPS and LGS: 2.99% reduction

ii. MGS: 2.39% reduction

iii. SGS: 4.73% reduction

iv. Residential and Lighting: 1.43% reduction

3. **RESIDENTIAL RATE DESIGN**

The Signatories agree to the following:

a. KCP&L

i. Rate design consistent with *Non-Unanimous Partial Stipulation and Agreement Concerning Rate Design Issues*, filed in these dockets on September 25, 2018, except for the Residential General Use summer energy rates where the decrease will be applied to the first and second blocks with the second block adjusted to reflect the same price as the first block. The third block (1,000 kWh and over) will remain at a higher price. The differential for the third block will be $0.01405 per kWh from the first and second blocks and will not be an increase above the current rate level for the third block.

b. GMO

i. Rate design consistent with *Non-Unanimous Partial Stipulation and Agreement Concerning Rate Design Issues*, filed in these dockets on September 25, 2018, except for the Residential General Use summer

[1] This $21.1 million revenue reduction replaces the $21.0 million revenue reduction set forth in ¶1 of the *Non-Unanimous Partial Stipulation and Agreement* filed in these dockets on September 19, 2018.

energy rates where the overall decrease will be applied to the first and second blocks. The third block (1,000 kWh and over) will reflect a higher price. The differential for the third block will be $0.01 per kWh from the first and second blocks and will not be an increase above the current rate level for the third block.

4. **CUSTOMER EDUCATION REGARDING RATE DESIGN**

a. The Company agrees to develop and implement a customer education plan regarding the rate design presented in this Stipulation. In the development of the education plan, the Company will examine and evaluate leading educational processes and practices on customer education of rate designs. The Company's rate design education plan may include various forms of tools, marketing and customer education such as mailings, outbound calling, utilization of their Interactive Voice Response Unit ("IVR"), text messaging, website information, media outlets and outreach through various company partners including community action agencies, senior housing centers and others.

b. The Company agrees to provide Staff, OPC, and DE with a report detailing its planned rate design education program within the Q2 of 2019. The Company and interested parties may further address the Company's rate design education program within the stakeholder meetings identified in the Time Of Use ("TOU") Non-Unanimous Stipulation and Agreement filed on September 25, 2018 in these cases.

c. KCP&L and GMO shall be authorized to defer for recovery prudently incurred costs (including marketing, education, evaluation and administration costs) to develop and implement the above-referenced customer education plan. In their next rate case(s), KCP&L and GMO shall be authorized to recover these prudently incurred costs.

5. **NON-RESIDENTIAL RATE DESIGN (KCP&L AND GMO)**

The Signatories agree to the following:

a. KCP&L

i. The LPS and LGS rate design will be an equal percentage decrease applied only to the energy blocks.

ii. The SGS, MGS, and Lighting rate design will be an equal percentage decrease applied to all rate components.

b. GMO

i. The LPS and LGS rate design will be an equal percentage decrease applied only to the energy blocks.

ii. The SGS and MGS rate design will be an equal percentage decrease applied to all rate components.

iii. Lighting - Consistent with the tariffs and transitional plan approved for GMO Municipal Street Lighting (JE-2017-0203), the transitional rates, represented in Section 2 of Sheet 150, will not be reduced as part of this agreement.

6. **NON-SIGNATORY PARTIES DO NOT OPPOSE STIPULATION**

The Signatories have been authorized to represent that the following parties, who have not executed this Stipulation, do not oppose Commission approval of this Stipulation:

- Advanced Energy Management Alliance ("AEMA");
- Dogwood Energy, LLC ("Dogwood");

GENERAL PROVISIONS

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

Respectfully submitted,

/s/ Nicole Mers

Nicole Mers, #66766
Deputy Counsel
P.O Box 360
Jefferson City, MO 65012
(573) 751-6651 (Telephone)
(573) 751-9285 (Fax)
nicole.mers@psc.mo.gov

Mark Johnson, #64940
Senior Counsel
P.O. Box 360
Jefferson City, MO 65102
(573) 751-7431 (Telephone)
(573) 751-9285 (Fax)
mark.johnson@psc.mo.gov

ATTORNEYS FOR THE STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION

/s/ David L. Woodsmall

David L. Woodsmall, MBE #40747
308 E. High Street, Suite 204
Jefferson City, Missouri 65101
(573) 636-6006 (telephone)
(573) 636-6007 (facsimile)
Internet: david.woodsmall@woodsmalllaw.com

ATTORNEY FOR THE MIDWEST ENERGY CONSUMERS' GROUP

/s/ Robert J. Hack

Robert J. Hack, #36496
Roger W. Steiner, #39586
Kansas City Power & Light Company
1200 Main Street
Kansas City, MO 64105
Phone: (816) 556-2791
Phone: (816) 556-2314
Fax: (816) 556-2787
rob.hack@kcpl.com
roger.steiner@kcpl.com

James M. Fischer, #27543
Fischer & Dority, P.C.
101 Madison Street—Suite 400
Jefferson City MO 65101
Phone: (573) 636-6758
Fax: (573) 636-0383
Jfischerpc@aol.com

Joshua Harden
1201 Walnut St., Suite 2900
Kansas City, MO 64106
Phone: 573-639-7615
Joshua.Harden@stinson.com

ATTORNEYS FOR KANSAS CITY POWER & LIGHT COMPANY AND KCP&L GREATER MISSOURI OPERATIONS COMPANY

/s/ Marc Poston

Marc Poston
Missouri Bar No. 45722
301 W. High Street, Room 680
Jefferson City MO 65102
(573) 751-5558
marc.poston@ded.mo.gov

ATTORNEY FOR MISSOURI DIVISION OF ENERGY

/s/ Lewis Mills

Lewis Mills, #35275
221 Bolivar, Suite 101
Jefferson City, MO 65101
Telephone: (573) 556-6620
Facsimile: (573) 556-6630
E-mail: lewis.mills@bryancave.com

ATTORNEYS FOR THE MISSOURI INDUSTRIAL ENERGY CONSUMERS

/s/ Peggy A. Whipple

Peggy A. Whipple
Missouri Bar No. 54758
514 E. High Street, Suite A
Jefferson City, MO 65101
(573) 415-8379 (Telephone)
(573) 415-8379 (Fax)
peggy@healylawoffices.com

ATTORNEYS FOR MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION

/s/ Tim Opitz

Tim Opitz
Missouri Bar No. 65082
409 Vandiver Dr., Bldg. 5, Suite 205
Columbia, MO 65202
(573) 825-1796
tim@renewmo.org

ATTORNEY FOR RENEW MISSOURI ADVOCATES

/s/ Hampton Williams

Hampton Williams
Missouri Bar No. 65633
Nathan Williams
Missouri Bar No. 35512
Ryan D. Smith
Missouri Bar No. 66244
Senior Counsel
PO Box 2230
Jefferson City, MO 65102
P: (573) 751-4857
F: (573) 751-5562
E-mail: hampton.williams@ded.mo.gov
E-mail: Nathan.williams@ded.mo.gov
E-mail: ryan.smith@ded.mo.gov

ATTORNEYS FOR THE OFFICE OF THE PUBLIC COUNSEL

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 27th day of September, 2018.

Roger W. Steiner
Roger W. Steiner

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 31st day of October 2018.

Morris L. Woodruff
Secretary

MOPSC Digitally signed by MOPSC
Date: 2018.10.31
10:39:23 -05'00'

MISSOURI PUBLIC SERVICE COMMISSION

October 31, 2018

File/Case No. ER-2018-0145 and ER-2018-0146

Missouri Public Service Commission
Staff Counsel Department
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounselservice@psc.mo.gov

Office of the Public Counsel
Marc Poston
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

Advanced Energy Management Alliance
Mark W Comley
601 Monroe Street., Suite 301
Jefferson City, MO 65102-0537
comleym@ncrpc.com

Dogwood Energy, LLC
Carl J Lumley
130 S. Bemiston, Ste. 200
St. Louis, MO 63105
clumley@lawfirmemail.com

Kansas City Power & Light Company
James M Fischer
101 Madison Street, Suite 400
Jefferson City, MO 65101
jfischerpc@aol.com

Kansas City Power & Light Company
Robert Hack
1200 Main, 19th Floor
P.O. Box 418679
Kansas City, MO 64141-9679
rob.hack@kcpl.com

Kansas City Power & Light Company
Joshua Harden
1201 Walnut St., Suite 2900
Kansas City, MO 64106
Joshua.Harden@stinson.com

Kansas City Power & Light Company
Roger W Steiner
1200 Main Street, 16th Floor
P.O. Box 418679
Kansas City, MO 64105-9679
roger.steiner@kcpl.com

Kansas City Power & Light Company
Karl Zobrist
4520 Main Street, Suite 1100
Kansas City, MO 64111
karl.zobrist@dentons.com

KCP&L Greater Missouri Operations Company
James M Fischer
101 Madison Street, Suite 400
Jefferson City, MO 65101
jfischerpc@aol.com

KCP&L Greater Missouri Operations Company
Robert Hack
1200 Main, 19th Floor
P.O. Box 418679
Kansas City, MO 64141-9679
rob.hack@kcpl.com

KCP&L Greater Missouri Operations Company
Joshua Harden
1201 Walnut St., Suite 2900
Kansas City, MO 64106
Joshua.Harden@stinson.com

KCP&L Greater Missouri Operations Company
Roger W Steiner
1200 Main Street, 16th Floor
P.O. Box 418679
Kansas City, MO 64105-9679
roger.steiner@kcpl.com

KCP&L Greater Missouri Operations Company
Karl Zobrist
4520 Main Street, Suite 1100
Kansas City, MO 64111
karl.zobrist@dentons.com

Midwest Energy Consumers Group
David Woodsmall
308 E. High Street, Suite 204
Jefferson City, MO 65101
david.woodsmall@woodsmalllaw.com

Missouri Division of Energy
Brian T Bear
301 W. High St., Room 680
P.O. Box 1766
Jefferson City, MO 65102
bbear.deenergycases@ded.mo.gov

Missouri Industrial Energy Consumers (MIEC)
Carole Iles
221 Bolivar St., Suite 101
Jefferson City, MO 65101
carole.iles@bclplaw.com

Missouri Industrial Energy Consumers (MIEC)
Lewis Mills
221 Bolivar Street, Suite 101
Jefferson City, MO 65101-1574
lewis.mills@bclplaw.com

Missouri Industrial Energy Consumers (MIEC)
Diana M Vuylsteke
211 N. Broadway, Suite 3600
St. Louis, MO 63102
dmvuylsteke@bclplaw.com

Missouri Joint Municipal Electric Utility Commission
Douglas Healy
3010 E. Battlefield, Suite A
Springfield, MO 65804
doug@healylawoffices.com

Missouri Joint Municipal Electric Utility Commission
Peggy A Whipple
514 E. High Street, Suite A
Jefferson City, MO 65101
peggy@healylawoffices.com

Missouri Public Service Commission
Mark Johnson
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
mark.johnson@psc.mo.gov

Missouri Public Service Commission
Nicole Mers
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
nicole.mers@psc.mo.gov

Renew Missouri
Andrew J Linhares
3115 S. Grand Ave
Suite 600
St. Louis, MO 63118
Andrew@renewmo.org

Renew Missouri
Tim Opitz
409 Vandiver Dr Building 5, Suite 205
Columbia, MO 65202
tim@renewmo.org

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,

Morris L Woodruff

Morris L. Woodruff
Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.