

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service
Commission held at its office in
Jefferson City on the 10th day
of June, 2009.

In the Matter of the Application of KCP&L Greater)
Missouri Operations Company for Approval to Make) **Case No. ER-2009-0090**
Certain Changes in its Charges for Electric Service.) **Tariff No. JE-2009-0193**

**ORDER APPROVING NON-UNANIMOUS STIPULATIONS AND
AGREEMENTS AND AUTHORIZING TARIFF FILING**

Issue Date: June 10, 2009

Effective Date: June 23, 2009

Syllabus

This order approves the Non-Unanimous Stipulation and Agreement executed by KCP&L Greater Missouri Operations Company ("GMO"), the Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("Public Counsel"), the Missouri Department of Natural Resources ("MDNR"), and Dogwood Energy, LLC ("Dogwood") to resolve all issues in this case ("Global Agreement") with the exception of the pension cost issue.¹ This order further approves the Non-Unanimous Stipulation and

¹ The parties who are non-signatories to the Global Agreement are the United States Department of Energy, the National Nuclear Security Administration, and the Federal Executive Agencies (collectively referred to as "the Federal Executive Agencies"); Ag Processing, Inc.; Wal-Mart Stores, Inc.; the Sedalia Industrial Energy Users Association ("SIEUA") consisting of Pittsburgh Corning Corporation, Waterloo Industries, Hayes-Lemmerz International, EnerSys Inc., Alcan Cable Co., Gardner Denver Corporation, American Compressed Steel Corporation, Stahl Specialty Company; Union Electric Company, d/b/a AmerenUE; the City of Kansas City; International Brotherhood of Electrical Workers Local Nos. 1464, 1613, and 412; and Bothwell Regional Health Center, Community Hospital Association, Inc., Lee's Summit Medical Center, Liberty Hospital, Research Belton Hospital, Royal Oaks Hospital, Saint Luke's Northland Hospital - Smithville Campus, St. Francis Hospital and Health Services, Saint Luke's East - Lee's Summit, St. Mary's Medical Center (collectively referred to as "the Hospital Intervenors").

KCP&L Exhibit No. 52
Date 3/4/11 Reporter PNB
File No. ER-2010-0356

Agreement Regarding Pensions executed by GMO and Staff ("Pension Agreement").² This agreement purports to resolve pension costs for GMO as of April 30, 2009. The order also rejects GMO's initial tariff filing and authorizes GMO to file tariffs in compliance with the Non-Unanimous Stipulation and Agreement.

I. Procedural History

On September 5, 2008, GMO submitted to the Commission proposed tariff sheets intended to implement a general rate increase for electrical service provided in its Missouri service area. The proposed tariff sheets were assigned tariff file number JE-2009-0193 and bear an effective date of August 5, 2009.

According to GMO's application, the tariff sheets were designed to produce an annual increase of \$66 million in GMO's Missouri jurisdictional revenues for its operations serving the territory formerly served as Aquila Networks-MPS ("MPS") and \$17.1 million in GMO's Missouri jurisdictional revenues for the operations serving the territory formerly served as Aquila Networks-L&P ("L&P").

On September 12, 2008, the Commission issued notice and set a deadline for intervention requests. The Commission granted requests for intervention to Dogwood; Ag Processing, Inc.; SIEUA; AmerenUE; the Federal Executive Agencies; the City of Kansas City, Missouri; Wal-Mart Stores, Inc.; the IBEW Local Nos. 1464, 1613, and 412; and the Hospital Intervenors.

² The Global Agreement and the Pension Agreement may also be referred to throughout this Order singularly or collectively as an "Agreement" or as the "Agreements."

On November 20, 2008, the Commission set the procedural schedule. This schedule included an evidentiary hearing scheduled for May 11-15, 2009, and a True-Up hearing scheduled for June 1-2, 2009.

On March 2, 2009, GMO filed a status report and motion to extend the end of the True-Up period from March 31, 2009 with regard to Iatan 1 until April 30, 2009, to allow for the timing of the Iatan 1 Air Quality Control System ("AQCS") equipment satisfying the in-service criteria.³ The request for this delay stemmed from repairs that were required to the rotor shaft of the new high-pressure turbine that failed its start-up testing on February 4, 2009.⁴ As an alternative to only extending the True-Up period, GMO offered to extend all deadlines in the procedural scheduled by 30 days, including voluntary extension of the effective date for its tariffs or until September 5, 2009. On March 18, 2009, the Commission granted GMO's alternative request to extend all of the True-Up proceedings and the True-Up hearing was reset for July 1-2, 2009.⁵

The Commission held local public hearings in Lee's Summit, Sedalia, St. Joseph, Marshall, Carrollton, Nevada, and two separate hearings in Kansas City, Missouri.⁶ The Commission utilized the same locations and times to conduct combined local public hearings for ER-2009-0089, ER-2009-0090, and HR-2009-0092.

³ Status Report and Motion to Extend Period to Demonstrate Compliance with Certain In-Service Criteria of Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company, filed March 2, 2009.

⁴ Notice Concerning Start-Up Issues at Iatan Unit 1, filed February 11, 2009.

⁵ Order Modifying Procedural Schedules For True-Up Proceedings and Formally Adopting Test Year And Update Period, issued March 18, 2009. See also, Order Rescinding Conditions Imposed in the Commission's Order Modifying Procedural Schedules for True-Up Proceedings, issued April 15, 2009.

⁶ Order Setting Public Comment Hearings, issued January 6, 2009; Order Rescheduling Public Comment Hearings, issued January 16, 2009; Notice Regarding Requests for Additional Local Public Hearings, filed February 25, 2009; Order Expanding Access To Public Comment Hearings, issued February 25, 2009.

The evidentiary hearing commenced on May 11, 2009. Once preliminary matters were complete, the parties requested a recess to engage in settlement negotiations. Following completion of the negotiations, the Signatories to the Agreements indicated that they had reached an agreement in principle and announced their intention to memorialize a Non-Unanimous Stipulation and Agreement and file it with the Commission. Consequently, the Commission suspended the remainder of the evidentiary hearing to allow for the filing of the Agreements and for responses or objections.⁷

On May 22, 2009, GMO filed the Agreements. Deadlines were set for responses, suggestions supporting the agreements and replies to the suggestions.⁸ No party objected to either of the Agreements and no party requested that the evidentiary hearing be resumed to hear any issue.

On June 8, 2009, the Commission convened a hearing for the formal presentation of the Agreements and to direct questions about the Agreements to the parties' counsel and subject matter experts. At the hearing, the Commission directed specific questions regarding the Agreement to the parties' counsel and to their subject matter witnesses.⁹ The Commission did not order briefs and closed the recording of all evidence at the conclusion of the stipulation hearing on June 8, 2009.

⁷ Transcript, Volume 11.

⁸ Order Granting Additional Time to File Stipulation and Agreement, issued May 18, 2009.

⁹ Transcript, Volume 12.

II. The Agreements

The Global Agreement, when combined with the Pension Agreement, purports to resolve all issues in this matter.¹⁰ The Global Agreement addresses the following topics: (1) Revenue Requirement, (2) Rate Design, (3) Customer Class Cost of Service Study, (4) Vegetation Management and Infrastructure Inspection, (5) Prudence and In-Service Timing of Iatan I, (6) Allocations of Common Plant for Iatan 1 and 2, (7) Allowance for Funds Used During Construction Rate for Iatan 2, (8) Crossroads, (9) Sibley and Jeffrey Air Quality Control System Equipment, (10) Economic Relief Pilot Program, (11) Allocation of Off-System Sales and Staff's Methodology for Fuel and Purchased Power Allocations Between MPS and L&P, (12) Income Tax Cost of Removal, (13) Maintenance Expenses, (14) Demand-Side Management, (15) Supplemental Weatherization and Minor Home Repair Program, (16) Low Income/Weatherization Issues, (17) Pension Agreement, and (18) Fuel Adjustment Clause.

Among other provisions, the Global Agreement provides that GMO should be authorized to file revised tariff sheets containing new rate schedules for electric service designed to produce overall Missouri jurisdictional gross annual electric revenues, exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes, in the amount of \$48.0 million for its MPS territory and \$15.0 million for its L&P territory. The Global Agreement provides that these revenues shall be for electric service rendered on and after September 1, 2009, provided that the Iatan I Air Quality Control System ("AQCS") facilities meet the Staff's in-service criteria by May 30,

¹⁰ *Non-Unanimous Stipulation and Agreement*, filed on May 22, 2009. The Global Agreement is attached to this order as Appendix A.

2009.¹¹ The Global Agreement also establishes the rate design as an equal percentage, across-the-board basis for each rate class.

The Pension Agreement reached by GMO and Staff resolves the amount of pension costs for GMO as of April 30, 2009, and the appropriate accounting treatment of the pension cost for ratemaking purposes. GMO and Staff agreed to the specific amounts for pension cost to be included in electric jurisdictional rates for both the MPS and the L&P service territories. Staff and GMO also agreed to the various accounting trackers and specific accounts to be used for each of the service territories and the specific amounts to be set out in rate base.¹²

Both Agreements include a contingent waiver of rights indicating that if the Commission approves in whole the Global and Pension Agreements, the Signatories agreed to waive their rights to call and cross-examine witnesses,¹³ to present oral argument and written briefs,¹⁴ and to judicial review.¹⁵

By submitting the Agreements for consideration by the Commission, the Signatories jointly recommend that the Commission accept the Agreements as a fair compromise of their respective positions on the issues in this matter.¹⁶ The Signatories negotiated the various terms of these provisions and no other party has objected or sought

¹¹ The in-service criteria is attached to the prefiled direct testimony of Brent Davis as Schedule BCD-2 in Case No. ER-2009-0089.

¹² Nonunanimous Stipulation and Agreement Regarding Pensions, filed May 22, 2009, paras. 1-4.

¹³ Section 536.070(2).

¹⁴ Section 536.080.1.

¹⁵ Section 386.510.

¹⁶ *Id.*

a hearing with respect to any of these provisions. There are no disputed issues between the parties with regard to the provisions of the Agreements.

III. Relevant Legal Standards

A. Jurisdiction

GMO is an "electrical corporation" and a "public utility," as defined in Sections 386.020(15) and (43), respectively, and is subject to the personal jurisdiction, supervision, and control of the Commission under Chapters 386 and 393 of the Missouri Revised Statutes. GMO's rate increase request falls under the Commission's subject matter jurisdiction pursuant to Section 393.150.

Additionally, Section 393.130 mandates that the Commission ensure that all utilities are providing safe and adequate service and that all rates set by the Commission are just and reasonable. GMO filed its application pursuant to Commission Rules 4 CSR 240-2.060, 3.030, and 3.160. These rules outline the minimum filing requirements for GMO to pursue its rate increase request.

B. Standards for Approving Stipulations and Agreements

The Commission has the legal authority to accept a Stipulation and Agreement as offered by the parties as a resolution of the issues raised in this case.¹⁷

In reviewing the Agreement, the Commission notes:

Every decision and order in a contested case shall be in writing, and, except in default cases, or cases disposed of by stipulation, consent order or agreed settlement, the decision, including orders refusing

¹⁷Section 536.060, RSMo; and 4 CSR 240-2.115(1)(B).

licenses, shall include or be accompanied by findings of fact and conclusions of law.¹⁸

A stipulation and agreement that is entered into by fewer than all parties to a case is deemed to be a nonunanimous stipulation and agreement.¹⁹ Each party is given seven days from the filing of a nonunanimous stipulation and agreement to file an objection to the nonunanimous stipulation and agreement, and failure to file a timely objection constitutes a full waiver of that party's right to a hearing.²⁰

No party objected to the Agreements within the deadlines set by the Commission.²¹ Consequently, pursuant to the Commission's rules, the Agreement shall be treated as though they are unanimous and the Non-Signatory Parties are deemed to have waived their right to a hearing on any issue in this matter. Should the Commission find that the terms of the Global Agreement and the Pension Agreement are lawful and just and reasonable, the Commission may approve the Agreements as a resolution of all factual issues in this matter.

IV. Discussion

A. Introduction

This case illustrates one of the most important public policy questions faced by this Commission: What is the proper balance between keeping rates affordable in order to protect the health and welfare of consumers and ensuring that utilities have the necessary

¹⁸Section 536.090, RSMo. This provision applies to the Public Service Commission. *State ex rel. Midwest Gas Users' Association v. Public Service Commission of the State of Missouri*, 976 S.W.2d 485, 496 (Mo. App. 1998).

¹⁹ 4 CSR-240-2.115(2)(A).

²⁰ 4 CSR 240-2.115(2)(B).

²¹ 4 CSR 240-2.115(2)(D).

cash flow to operate their business, maintain their infrastructure, and have an opportunity to earn a fair return on investment, which is necessary to encourage development and maintenance of infrastructure?²² As already noted, both of these objectives are statutory duties of this Commission.

The Commission recognizes that the recommended revenue requirement presented in the Agreements is not a trivial amount of money to customers like those who testified at the public hearings. The increased cost of all utilities along with the recent rise in food costs, gasoline prices, and healthcare costs have had an effect on customers' ability to keep current on their bills. That being said, the Commission also recognizes that the Agreements before the Commission resulted from extensive negotiations between parties with diverse interests and the Commission's neutral Staff. Local Public Hearings were held to receive public comment on the proposed rate increase, and Public Counsel was an active party to ensure the rights of the ratepaying public.

Subject matter experts, including accountants, economists and engineers, filed extensive testimony outlining their respective analyses and positions prior to the Signatories reaching a consensus as to the reasonableness of the Agreements and all of their elements. The Signatories agree, and the Non-Signatories did not object, to the conclusion that the proposed revenue and rate design set out in the Agreement are just and reasonable.

The Commission further notes that no party has objected to the proposed annual revenue requirement, or to any component of any calculations, allocations, negotiations or compromise resulting in the proposed annual revenue requirement as set forth in the

²² See generally, Section 386.610, RSMo 2000.

Global Agreement. No party has objected to the use of any determinants or to any Class Cost of Service allocation factors or any other billing determinants utilized for the purpose of determining rate design in the Global Agreement.

No party has objected to the miscellaneous provisions, or to any component of any calculations, negotiations or compromise resulting in determining the miscellaneous provisions as set forth in the Global Agreement. Similarly, no party has objected, in any way, to any component of any calculations, negotiations or compromise resulting in determining the provisions of the Pension Agreement. And finally, no party requested a hearing on any issue related to the determination of the proposed annual revenue requirement, rate design, or any other provision set forth in either of the Agreements.

B. Revenue Requirement

GMO has compromised on its requested revenue requirement by entering into the Agreements and recommending to the Commission that its authorized revenue requirement in this case represents an increase in revenues associated with its electric service of \$48 million for its MPS division and \$15 million for its L&P division. This proposed revenue requirement is advocated for by Staff, Public Counsel, MDNR, and Dogwood.

The Reconciliation filed in this case reveals that the parties initially had differing positions on rate base, revenue, expenses, depreciation, and taxes, as well as the many components and allocations that determine these factors. Indeed, as the Commission has recognized many times, the complexity of the issues and the number of parties often involved in rate cases can be staggering. Parties regularly engage in settlement negotiations, sometimes, as in this case, resolving their disputes with "black box"

settlements. That is to say, the many parties arrive at, for example, a final revenue requirement number that they all find acceptable. But that settlement does not reveal how the parties arrived at that number, who moved how many dollars on what issue, etc.

Regardless, the Commission determines that the proposed increase in overall Missouri gross annual electric revenues, exclusive of any applicable license, occupation, franchise, gross receipts taxes, or similar fees or taxes, of \$48 million for the MPS service area and \$15 million for the L&P service area, effective for electric services rendered on and after September 1, 2009, as conditioned by the requirement that the Iatan I Air Quality Control System facilities meet Staff's in-service criteria by May 30, 2009, is just and reasonable.²³

This revenue requirement is no more than is sufficient to keep GMO's utility plants in proper repair for effective public service, and insure to GMO's investors a reasonable return upon funds invested. The Commission approves the Global Agreement and the Pension Agreement as to GMO's annual revenue requirement, in all respects, as encompassed in those Agreements.

C. Rate Design

No party opposed the rate design as articulated in the Agreements. The Signatories agreed to an equal percentage, across-the-board, spread of the rate increase within each rate class.

The Commission has previously found that the approach of using equal percentage, across-the-board, rate increases essentially maintains the same rate design as

²³ GMO satisfied the Global Agreement's condition that the Iatan I AQCS facilities meet the Staff's in-service criteria by May 30, 2009. See Transcript, Volume 12.

exists and that is presently lawful and approved.²⁴ Consequently, the Commission determines that the equal percentage across-the-board, rate increases to individual customer classes, as contemplated by the Agreements, are just and reasonable.

With regard to the proposed adjustments, having examined the respective positions of the parties who presented positions on rate design and recognizing that all of those parties agreed certain adjustments needed to be made to the various rate classes, the Commission concludes that the Signatories' compromise on these adjustments affirmatively demonstrates they are just and reasonable adjustments. Further, no party has objected to any determinants or factors utilized for the purpose of determining the rate design in the Agreements, again demonstrating to the Commission that this portion of rate design is just and reasonable. The Commission shall approve the Agreements as to rate design, in all respects.

D. Miscellaneous Provisions to the Agreements

After reviewing the remainder of the items encompassed in the Global Agreement and the Pension Agreement, as outlined above, and the parties' positions on, or lack of position on, those items, the Commission finds the proposed items to be reasonable as adjunctive provisions of the Agreements. These remaining items proposed in the Agreements, as previously outlined, are acceptable to all concerned parties as evidenced by these parties being either a Signatory to the Agreements or not having objected to these provisions.

²⁴ See Case No. ER-2007-0291, In the Matter of the Application of Kansas City Power and Light Company for Approval to Make Certain Changes in its Charges for Electric Service To Implement Its Regulatory Plan., Report and Order, p. 67. See also *In re The Empire District Electric Company*, Commission Case No. ER-2001-299, Report and Order, p. 21, issued September 20, 2001.

The Commission concludes that none of these adjunct provisions to the Agreement are contrary to any statute or rule, or in any way violate the public interest. The Commission shall approve all of the miscellaneous provisions encompassed in both Agreements.

E. Precedential Effect

An administrative body, that performs duties judicial in nature, is not and cannot be a court in the constitutional sense.²⁵ The legislature cannot create a tribunal and invest it with judicial power or convert an administrative agency into a court by the grant of a power the constitution reserves to the judiciary.²⁶

An administrative agency is not bound by stare decisis, nor are agency decisions binding precedent on the Missouri courts.²⁷ "In all events, the adjudication of an administrative body as a quasi-court binds only the parties to the proceeding, determines only the particular facts contested, and as in adjudications by a court, operates retrospectively."²⁸

²⁵ *In re City of Kinloch*, 362 Mo. 434, 242 S.W.2d 59, 63[4-7] (Mo. 1951); *Lederer v. State, Dept. of Social Services, Div. of Aging*, 825 S.W.2d 858, 863 (Mo. App. 1992).

²⁶ *State Tax Comm'n v. Administrative Hearing Comm'n*, 641 S.W.2d 69, 75 (Mo. banc 1982); *Lederer*, 825 S.W.2d at 863.

²⁷ *State ex rel. AG Processing, Inc. v. Public Serv. Comm'n*, 120 S.W.3d 732, 736 (Mo. banc 2003); *Fall Creek Const. Co., Inc. v. Director of Revenue*, 109 S.W.3d 165, 172-173 (Mo. banc 2003); *Shelter Mut. Ins. Co. v. Dir. of Revenue*, 107 S.W.3d 919, 920 (Mo. banc 2003); *Southwestern Bell Yellow Pages, Inc. v. Dir. of Revenue*, 94 S.W.3d 388, 390 (Mo. banc 2002); *Ovid Bell Press, Inc. v. Dir. of Revenue*, 45 S.W.3d 880, 886 (Mo. banc 2001); *McKnight Place Extended Care, L.L.C. v. Missouri Health Facilities Review Committee*, 142 S.W.3d 228, 235 (Mo. App. 2004); *Cent Hardware Co., Inc. v. Dir. of Revenue*, 887 S.W.2d 593, 596 (Mo. banc 1994); *State ex rel. GTE N. Inc. v. Mo. Pub. Serv. Comm'n*, 835 S.W.2d 356, 371 (Mo. App. 1992).

²⁸ *State ex rel. Gulf Transport Co. v. Public Serv. Comm'n*, 658 S.W.2d 448, 466 (Mo. App. 1983); *N.L.R.B. v. Wyman-Gordon Co.*, 394 U.S. 759, 765, 89 S. Ct. 1426, 1429, 22 L.Ed.2d 709 (1969); *State ex rel. Summers v. Public Serv. Comm'n*, 366 S.W.2d 738, 741[1-4] (Mo. App. 1963); *State ex rel. Consumers Public Service Co. v. Public Serv. Comm'n*, 352 Mo. 905, 180 S.W.2d 40, 46[6-8] (banc 1944); Sections 386.490 and 386.510.

The Commission emphasizes that its decision in this matter is specific to the facts of this case. Evidentiary rulings, findings of fact and conclusions of law are all determined on a case-by-case basis. Consequently, consistent with the Commission's statutory authority, this decision does not serve as binding precedent for any future determinations by the Commission.

V. Decision

By submitting the Agreements for consideration by the Commission, the Signatories jointly recommend that the Commission accept the Agreements as a fair compromise of their respective positions on the issues in this matter. Based on the Agreements, the testimony received at the local public hearings, the testimony, comments, and positions presented at the stipulation hearing, the Commission finds that the parties have reached a just and reasonable settlement in this case. Rate increases are necessary from time to time to ensure utilities have the cash flow to maintain safe and adequate service. Accordingly, the Commission shall authorize GMO to file tariffs in compliance with the Agreements. The parties shall be directed to comply with the terms of the Global Agreement and the Pension Agreement.

The Commission shall, as agreed to by the Signatories, admit, without modification or condition, the prefiled testimony (including all exhibits, appendices, schedules, etc. attached thereto) of all Signatories' witnesses.

THE COMMISSION ORDERS THAT:

1. The Non-Unanimous Stipulation and Agreement filed on May 22, 2009, is hereby approved as the resolution of all factual issues encompassed within that Agreement

in case number ER-2009-0090. A copy of the Non-Unanimous Stipulation and Agreement is attached to this order as Appendix A.

2. The Signatories to the Non-Unanimous Stipulation and Agreement are ordered to comply with the terms of the Agreement.

3. The proposed electric service tariff sheets (JE-2009-0193) submitted on September 5, 2008, by KCP&L Greater Missouri Operations Company for the purpose of increasing rates for electric service to retail customers are hereby rejected.

4. The specific tariff sheets rejected are:

P.S.C. MO. No. 1

3rd Revised Sheet No. 18, Canceling 2nd Revised Sheet No. 18
3rd Revised Sheet No. 19, Canceling 2nd Revised Sheet No. 19
3rd Revised Sheet No. 21, Canceling 2nd Revised Sheet No. 21
3rd Revised Sheet No. 22, Canceling 2nd Revised Sheet No. 22
3rd Revised Sheet No. 23, Canceling 2nd Revised Sheet No. 23
3rd Revised Sheet No. 24, Canceling 2nd Revised Sheet No. 24
3rd Revised Sheet No. 25, Canceling 2nd Revised Sheet No. 25
3rd Revised Sheet No. 28, Canceling 2nd Revised Sheet No. 28
3rd Revised Sheet No. 29, Canceling 2nd Revised Sheet No. 29
3rd Revised Sheet No. 31, Canceling 2nd Revised Sheet No. 31
3rd Revised Sheet No. 35, Canceling 2nd Revised Sheet No. 35
3rd Revised Sheet No. 41, Canceling 2nd Revised Sheet No. 41
3rd Revised Sheet No. 42, Canceling 2nd Revised Sheet No. 42
3rd Revised Sheet No. 43, Canceling 2nd Revised Sheet No. 43
3rd Revised Sheet No. 44, Canceling 2nd Revised Sheet No. 44
3rd Revised Sheet No. 47, Canceling 2nd Revised Sheet No. 47
3rd Revised Sheet No. 48, Canceling 2nd Revised Sheet No. 48
3rd Revised Sheet No. 50, Canceling 2nd Revised Sheet No. 50
3rd Revised Sheet No. 51, Canceling 2nd Revised Sheet No. 51
3rd Revised Sheet No. 52, Canceling 2nd Revised Sheet No. 52
3rd Revised Sheet No. 53, Canceling 2nd Revised Sheet No. 53
3rd Revised Sheet No. 54, Canceling 2nd Revised Sheet No. 54
3rd Revised Sheet No. 56, Canceling 2nd Revised Sheet No. 56
3rd Revised Sheet No. 57, Canceling 2nd Revised Sheet No. 57
3rd Revised Sheet No. 59, Canceling 2nd Revised Sheet No. 59
3rd Revised Sheet No. 60, Canceling 2nd Revised Sheet No. 60
3rd Revised Sheet No. 61, Canceling 2nd Revised Sheet No. 61
3rd Revised Sheet No. 66, Canceling 2nd Revised Sheet No. 66
3rd Revised Sheet No. 67, Canceling 2nd Revised Sheet No. 67

3rd Revised Sheet No. 68, Canceling 2nd Revised Sheet No. 68
3rd Revised Sheet No. 70, Canceling 2nd Revised Sheet No. 70
3rd Revised Sheet No. 71, Canceling 2nd Revised Sheet No. 71
3rd Revised Sheet No. 74, Canceling 2nd Revised Sheet No. 74
3rd Revised Sheet No. 76, Canceling 2nd Revised Sheet No. 76
3rd Revised Sheet No. 79, Canceling 2nd Revised Sheet No. 79
3rd Revised Sheet No. 80, Canceling 2nd Revised Sheet No. 80
4th Revised Sheet No. 88, Canceling 3rd Revised Sheet No. 88
4th Revised Sheet No. 89, Canceling 3rd Revised Sheet No. 89
3rd Revised Sheet No. 90, Canceling 2nd Revised Sheet No. 90
4th Revised Sheet No. 91, Canceling 3rd Revised Sheet No. 91
4th Revised Sheet No. 92, Canceling 3rd Revised Sheet No. 92
2nd Revised Sheet No. 93, Canceling 1st Revised Sheet No. 93
3rd Revised Sheet No. 95, Canceling 2nd Revised Sheet No. 95
3rd Revised Sheet No. 97, Canceling 2nd Revised Sheet No. 97
3rd Revised Sheet No. 99, Canceling 2nd Revised Sheet No. 99
3rd Revised Sheet No. 100, Canceling 2nd Revised Sheet No. 100
3rd Revised Sheet No. 103, Canceling 2nd Revised Sheet No. 103
3rd Revised Sheet No. 104, Canceling 2nd Revised Sheet No. 104
1st Revised Sheet No. 124, Canceling Original Sheet No. 124
1st Revised Sheet No. 125, Canceling Original Sheet No. 125
1st Revised Sheet No. 126, Canceling Original Sheet No. 126

Original Sheet No. 128

Original Sheet No. 129

Original Sheet No. 130

Original Sheet No. 131

Original Sheet No. 132

Original Sheet No. 133

Original Sheet No. 134

Original Sheet No. 135

4th Revised Sheet No. R-2, Canceling 3rd Revised Sheet No. R-2
2nd Revised Sheet No. R-4, Canceling 1st Revised Sheet No. R-4
2nd Revised Sheet No. R-5, Canceling 1st Revised Sheet No. R-5
1st Revised Sheet No. R-21, Canceling Original Sheet No. R-21
2nd Revised Sheet No. R-45, Canceling 1st Revised Sheet No. R-45
1st Revised Sheet No. R-66, Original Sheet No. R-66

5. KCP&L Greater Missouri Operations Company is authorized to file tariffs in compliance with the terms of the Non-Unanimous Stipulation and Agreement.

6. Tariffs filed in accordance with Ordered Paragraph No. 5 shall be filed with an effective date of September 1, 2009.

7. The Non-Unanimous Stipulation and Agreement Regarding Pensions filed on May 22, 2009, is hereby approved as the resolution of all factual issues encompassed within that agreement in case number ER-2009-0090. A copy of the Non-Unanimous Stipulation and Agreement Regarding Pensions is attached to this order as Appendix B.

8. The Signatories to the Non-Unanimous Stipulation and Agreement Regarding Pensions are ordered to comply with the terms of the Agreement.

9. The prefiled testimony, including all attachments thereto, of the Signatory witnesses to the Non-Unanimous Stipulation and Agreement are received and into the case file pursuant to the Signatories' agreement. A copy of the exhibits list is attached to this order as Appendix C.

10. The remainder of the procedural schedule adopted by the Commission on November 20, 2008, and subsequently modified on March 18, 2009, including the evidentiary hearing is canceled.

11. This order shall become effective on June 23, 2009.

BY THE COMMISSION



Colleen M. Dale
Secretary

(S E A L)

Clayton, Chm., Davis and Jarrett, CC.,
concur, with separate concurring opinions
to follow;
Gunn, C., concurs.

Dippell, Deputy Chief Regulatory Law Judge

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

In the Matter of the Tariff Filing of KCP&L)	
Greater Missouri Operations Company, to)	
Implement a General Rate Increase for Retail)	
Electric Service Provided to Customers in its)	<u>Case No. ER-2009-0090</u>
Missouri Service Areas it formerly served as)	Tariff No. JE-2009-0913
Aquila Networks—MPS and Aquila Networks—)	
L&P.)	

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW the undersigned—KCP&L Greater Missouri Operations Company (“GMO”), the Staff of the Missouri Public Service Commission (“Staff”), the Office of the Public Counsel (“OPC”), Missouri Department of Natural Resources (“MDNR”) and Dogwood Energy, LLC (“Dogwood”) (individually “Signatory” and collectively “Signatories”) and state the following for this Non-unanimous Stipulation and Agreement (“2009 GMO Stipulation”). The terms “Non-Utility Signatory” and “Non-Utility Signatories” refers to a party other than GMO that has signed this 2009 GMO Stipulation and all of the parties other than GMO that have signed this 2009 GMO Stipulation, respectively.

1. Revenue Requirement

The Signatories agree the Commission should reject the proposed electric service tariff sheets GMO filed September 5, 2008 that initiated this general rate increase case. GMO shall be authorized to file revised tariff sheets containing rate schedules for electric service designed to produce an increase in overall Missouri jurisdictional gross annual base electric revenues, exclusive of any applicable license, occupation, franchise, gross receipts taxes or other similar fees or taxes, of \$48.0 million for its operations serving the

territory it formerly served as Aquila Networks-MPS ("MPS"), and \$15.0 million for its operations serving the territory it formerly served as Aquila Network-L&P ("L&P"), effective for electric service rendered on and after September 1, 2009, provided however, that the Iatan 1 Air Quality Control System ("AQCS") facilities meet the Staff's in-service criteria which are attached to the Direct Testimony of Brent Davis as Schedule BCD-2 in Case No. ER-2009-0089 by May 30, 2009. The Signatories agree that GMO's "base energy cost" included in the new rates and for GMO's FAC will be \$0.02348 for MPS and \$0.01642 for L&P. Exemplar revised tariff sheets designed to implement this 2009 GMO Stipulation are attached as Schedule 1. Subject to the provisions herein, the stipulated rate increase resolves this case.

2. Rate Design

The Signatories agree that the rate design shall be on an equal percentage across the board basis for each rate class; and within each rate class, all energy, demand and service charges shall receive the same equal percentage increase as the overall class increase, *i.e.*, each rate element shall receive the same percentage increase. The Signatories agree that the return check charge will increase to \$30.

3. Customer Class Cost of Service Study

GMO agrees to file a new class cost of service study case by June 30, 2010.

4. Vegetation Management and Infrastructure Inspection

The Signatories agree that there shall be no tracker for vegetation management or infrastructure inspection activities, but that GMO shall create sub-accounts for each where the costs for these activities shall be booked for GMO. GMO shall submit quarterly reports detailing GMO's vegetation management activities and expenses to the

Commission's Energy Department. GMO agrees to maintain records to separately identify the costs to implement the Commission's new Vegetation Management regulations using Federal Energy Regulatory Commission accounts 593000 (distribution) and 571005-571006 (transmission); GMO shall use department 752 for MPS and department 952 for L&P. GMO states that it is in the process of setting up appropriate accounts to track infrastructure and reliability reporting costs.

5. Prudence and In-Service Timing of Iatan 1

No Signatory to this 2009 GMO Stipulation shall argue that anyone is prohibited from arguing or presenting evidence in the next GMO general rate case challenging the prudence of any Iatan 1 construction cost or that Iatan 1 should have been operating at full generation capacity sooner than the actual date that Iatan 1 is found to be fully operational and used for service; provided, however, that any proposed disallowance of rate base for imprudence under this paragraph shall be limited to a maximum amount of GMO rate base no greater than \$15 million inclusive of Iatan common costs. GMO acknowledges Kansas City Power & Light Company has represented that Iatan 1 and Iatan common costs will not exceed \$733 million on a total project basis. Should the Commission find that GMO, respecting any Signatory's construction audit of these costs, (a) failed to provide material and relevant information which was in GMO's control, custody, or possession, or which should have been available to GMO through reasonable investigation, (b) misrepresented facts relevant to charges to Iatan 1 or Iatan common costs, or (c) engaged in the obstruction of lawful discovery, said Non-Utility Signatory is not bound to proposing a disallowance to GMO's Missouri jurisdictional rate base no greater than \$15 million inclusive of Iatan common costs in aggregate amount with

regard to such construction audit. GMO shall maintain Caseworks for the use of the Non-Utility Signatories. The Non-Utility Signatories may continue their construction audits of Iatan 1 and Iatan 2 prior to GMO filing its Iatan 2 rate case. GMO will facilitate the resolution of all outstanding discovery disputes with the Non-Utility Signatories and cooperate with the Non-Utility Signatories in any construction audits of Iatan 1 and Iatan 2. GMO shall have the right to object, or to continue to object, to discovery of the Non-Utility Signatories under applicable law or Commission rule. GMO and the Non-Utility Signatories will seek timely resolution of discovery disputes.

6. Allocations of Common Plant for Iatan 1 and 2

(a) The Signatories agree that GMO can record to a regulatory asset the depreciation and carrying costs associated with the Iatan 1 Air Quality Control System ("AQCS") and identified Iatan common facilities costs appropriately recorded to Electric Plant in Service that are not included in rate base in the current rate case. Depreciation and carrying costs will continue to be deferred to the regulatory asset until the date new rates become effective resulting from GMO's next general rate case. Amortization of the accumulated deferred costs will begin at that time based on the depreciable life of the Iatan 1 AQCS plant.

(b) The determination of the value of the owners of Iatan 1 due from other owners of Iatan 2 joining as additional owners of common plant already paid for by the Iatan 1 owners has not been calculated, and is to be accrued as an offset to common plant costs.

(c) If Staff's in-service criteria are met by May 30, 2009, the Signatories agree to the use of "construction accounting" for the remaining Iatan 1 AQCS and identified

Iatan common facilities prudent costs incurred after the true-up cutoff of April 30, 2009. The additional Iatan 1 AQCS and identified Iatan common facilities prudent costs incurred as of the true-up cutoff of April 30, 2009 and to be included in rate base in this case will be provided as part of a late-filed Schedule 4 to this 2009 GMO Stipulation that will be filed in this case by June 8, 2009. Additional amounts for the remaining Iatan 1 AQCS and identified Iatan common facilities prudent costs incurred after the true-up cutoff of April 30, 2009, based on invoices timely booked or approved for payment on or before May 31, 2009, will be added to the respective April 30, 2009 amounts, and provided by GMO in the late-filed Schedule 4 to this 2009 GMO Stipulation that will be filed in this case by June 8, 2009. "Construction accounting" is defined in the Stipulation and Agreement authorizing Kansas City Power & Light Company's Experimental Regulatory Plan as finally amended and approved by the Commission in Case No. EO-2005-0329 at page 43, Section III.3.d.vii of that Stipulation and Agreement. The Signatories agree the amount of common plant costs to include in rates in this case shall be calculated by the same method that is used in the illustrative calculation attached to this 2009 GMO Stipulation as Schedule 2, based on invoices timely booked or approved for payment on or before May 31, 2009. Any deferred depreciation expense and carrying costs will be offset by accumulated deferred income taxes on the Iatan 1 and common plant prudent costs not included in rate base in the current rate case. The deferred expenses will receive rate base treatment, and consistent with the Commission treatment of these types of deferrals, the deferred income taxes will be included in GMO's rate base for L&P. GMO agrees to calculate the amount due from the other Iatan 2 owners and reflect that amount as an offset to the common plant costs. The carrying costs will be

calculated using a return on equity component of 10.2%. GMO's actual debt cost will be adjusted to reflect imputed investment-grade debt, as ordered by the Commission in its *Report and Order* in Case No. EM-2007-0374 where it authorized Great Plains Energy's acquisition of GMO.

7. Allowance for Funds Used During Construction Rate for Iatan 2

The Allowance for Funds Used During Construction ("AFUDC") rate authorized in this 2009 GMO Stipulation will utilize a return on equity component of 10.2%; however, this agreed upon rate does not affect the discounted AFUDC rate established in the Non-Unanimous Stipulation and Agreement that resolved the Kansas City Power & Light Company general rate increase case before this Commission in Case No. ER-2009-0089.

8. Crossroads

GMO agrees to explore all reasonable options to add generating capacity to GMO's system and use its best efforts to determine the best terms available for each such option. GMO will provide each Non-Utility Signatory a written report of its efforts and decisions resulting from these activities by no later than the date GMO files its next general rate case in Missouri. In addition, GMO agrees to provide supporting information to each Non-Utility Signatory that requests information regarding the written report, subject to the Commission rule 4 CSR 240-2.135 on the treatment of confidential information. Each Signatory reserves the right to assert any position on the issue of whether the Crossroads Generating Facility located in Mississippi should be included or excluded from GMO's rate base and operating expenses in any future proceeding.

9. Sibley and Jeffrey Air Quality Control System Equipment

The Signatories agree that the Sibley and the Jeffrey Energy Center AQCS equipment will be allowed into rate base if fully operational and used for service by May 30, 2009. No Signatory to this 2009 GMO Stipulation shall argue that anyone is prohibited from arguing or presenting evidence in GMO's next general rate case to challenge the prudence of any Sibley or Jeffrey Energy Center AQCS construction cost.

10. Economic Relief Pilot Program

The Signatories agree that GMO can defer 50% of the costs of its Economic Relief Pilot Program in a regulatory asset until the next GMO general rate case, with cost recovery to be determined at that time. The remaining 50% of such cost will be borne by GMO's shareholders. GMO agrees to address all concerns raised by Staff in rebuttal testimony, specifically related to the language regarding discontinuation of customer participation, and the language regarding reinstatement of former participants, as contained in Attachment Schedule ADD-1 to the Surrebuttal Testimony of Company witness Allen Dennis prefiled in this case, Case No. ER-2009-0090. The Signatories agree that this program should be implemented, but that it should not be considered a demand side management program. The Signatories agree that the exemplar tariff sheets labeled P.S.C. MO. No. 1, Original Sheets Nos. 62.15, 62.16, 62.17, and 62.18 attached to this 2009 GMO Stipulation as part of Schedule 1 capture the Signatories' agreement regarding this program.

11. **Allocation of off-system sales and Staff's methodology for fuel and purchased power allocations between MPS and L&P**

The methodology set out in attached Schedule 3, which includes Staff's methodology described at pages 75-80 of the *Staff Report, Cost of Service* filed in Case No. ER-2009-0090 on February 13, 2009 in the section labeled *5. Allocation of Fuel and Purchased Power Costs*, shall be used to allocate off-system sales, fuel expenses and purchased power expenses between MPS and L&P.

12. **Income Tax Cost of Removal**

GMO agrees not to pursue in this case the Income Tax Cost of Removal issue it raised in this case, and that GMO will never raise this Income Tax Cost of Removal issue again in any future proceeding.

13. **Maintenance Expenses**

The Signatories agree that GMO is authorized to record costs incremental to typical maintenance costs related to power plant turbine overhauls in advance of performing this type of maintenance at the power plants. This method is used to match the utilization of the power plant for the generation of electricity with incremental costs related to power plant turbine overhauls that are required periodically based on the number of starts for certain gas-fired power plants. The accounting for this accrual is to record the authorized cost of service as expense in the period collected in rates with an offsetting credit to a regulatory liability until the major maintenance is performed. Use of this methodology referenced in this paragraph shall have no ratemaking effect in any future rate cases.

14. Demand-Side Management (“DSM”)

(a) The Signatories agree that for ratemaking purposes GMO will defer the costs of its DSM programs in a regulatory asset, and annually calculate AFUDC on the balance in that regulatory asset. DSM programs are defined as demand response and energy efficiency programs. The prudently-incurred costs included in the regulatory asset balance will be amortized over a ten- (10) year period. When new rates go into effect reflecting amortization recovery as a result of future general rate proceedings, the prudently-incurred costs included in the regulatory asset balance will be added to rate base, GMO will stop accruing AFUDC on the amount included in rate base, and GMO will begin amortizing the balance. Additional DSM program costs incurred after the effective date of a final Report and Order in GMO’s next general electric rate proceeding following this case, Case No. ER-2009-0090, will be treated in the same manner, but will be deferred in a different sub-account by vintage.

(b) GMO also agrees in its next Chapter 22 Resource Planning filing to include at least one alternative resource plan that demonstrates energy reductions from demand side resources of at least 1% of the projected retail energy requirements per year over the 20-year planning horizon, assuming a net-to-gross ratio of 1.0.

15. Supplemental Weatherization and Minor Home Repair Program

GMO agrees to present the Supplemental Weatherization and Minor Home Repair Program to the customer program advisory group (“CPAG”) at the earliest opportunity. GMO remains committed to the program, but believes input from the CPAG would be beneficial to the finalization and implementation of the program.

16. Low Income/Weatherization Issues

GMO agrees to take an active role in the coordination of the exchange of information between the City of Kansas City, Missouri and the state agencies that administer the LIHEAP programs to facilitate the referral of customers who might benefit from GMO's low-income weatherization program.

17. Pension Agreement

GMO and Staff will file a separate Non-Unanimous Stipulation and Agreement Regarding Pensions in this proceeding.

18. Fuel Adjustment Clause

The Signatories agree that GMO's FAC shall be clarified and modified as contained in the exemplar tariff sheets attached as part of Schedule 1, and as follows:

- a. GMO's FAC tariff sheets shall list all the expenses and revenues that flow through its FAC;
- b. Monthly fuel and purchased power expenses will be allocated to MPS and L&P on a going forward basis using Staff's methodology for allocating such expenses between MPS and L&P presented in testimony in this case, and as addressed in § 11 of this 2009 GMO Stipulation;
- c. To aid in FAC tariff, prudence and true-up reviews, GMO shall submit to Staff the following:
 - As part of the information GMO submits when it files a tariff modification to change its cost adjustment factor ("CAF"), GMO's calculation of the interest included in the proposed CAF;
 - In addition to the monthly reports required by 4 CSR 240-3.161(5), GMO's Southwest Power Pool ("SPP") Energy Imbalance Service ("EIS") market settlements and revenue neutrality uplift charges;
 - At GMO's corporate headquarters or at some other mutually agreed upon place within a mutually agreed upon time for review, a copy of each and every coal and transportation contract GMO has that is in effect;

- Within 30 days of the effective date of each and every coal and transportation contract GMO enters into, both notice to the Staff of the contract and, at GMO's corporate headquarters or at some other mutually agreed upon place, the contracts for review;
- At GMO's corporate headquarters or at some other mutually agreed upon place within a mutually agreed upon time, a copy for review of each and every natural gas contract GMO has that is in effect;
- Within 30 days of the effective date of each and every natural gas contract GMO enters into, both notice to the Staff of the contract and at GMO's corporate headquarters or at some other mutually agreed upon place a copy of the contract for review;
- A copy of each and every GMO hedging policy that is in effect for Staff to retain;
- Within 30 days of any change in a GMO hedging policy, a copy of the changed hedging policy for Staff to retain;
- A copy of GMO's internal policy for participating in the SPP EIS market, including any GMO sales/purchases from that market for Staff to retain;
- If GMO revises any internal policy for participating in the SPP EIS market, within 30 days of that revision, a copy of the revised policy with the revisions identified for Staff to retain; and
- In addition to supplying the information required by 4 CSR 240-3.190(3) for any accidents occurring at a power plant involving serious physical injury or death or property damage in excess of \$100,000, the information for every incident at a power plant in which GMO has any ownership interest that involves serious physical injury or death or property damage in excess of \$100,000 in the aggregate.

Notwithstanding the provisions of this paragraph, the Non-Utility Signatories reserve the right to contest in any future proceeding whether GMO's FAC should include all costs and revenues associated with all energy and capacity transactions made by GMO, including purely financial transactions. Further, the Signatories reserve the right to assert a position in any future proceedings regarding the issue of whether GMO's FAC as

originally authorized by the Commission in Case No. ER-2007-0004 has included off-system sales.

GENERAL PROVISIONS OF STIPULATION

18. Any Signatory may file suggestions, a memorandum or other pleading in support of this 2009 GMO Stipulation. Each Signatory shall have the right to file suggestions, a memorandum or other pleadings in response. The contents of any such suggestions, memorandum or other pleading provided by any Signatory will be its own.

19. This 2009 GMO Stipulation is being entered into solely for the purpose of disposing of Case No. ER-2009-0090. Except as expressly and specifically addressed otherwise in this 2009 GMO Stipulation, no Signatory to this 2009 GMO Stipulation shall be deemed to have approved, accepted, agreed, consented, or acquiesced in, including without limitation, any procedural principle, question of Commission authority, accounting authority order principle, cost of capital principle or methodology, capital structure principle or methodology, decommissioning methodology, ratemaking principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation principle or methodology, cost recovery principle or methodology, or prudence question that may underlie this 2009 GMO Stipulation, or for which provision is made in this 2009 GMO Stipulation.

20. This 2009 GMO Stipulation represents a negotiated settlement. Except as specified herein, the Signatories to this 2009 GMO Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this 2009 GMO Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; (c) in

any pending judicial review and/or appeal including, but not limited to, those arising from Commission Case Nos. ER-2007-0004, EO-2008-0216, EO-2008-0415, EO-2009-0254 and EM-2007-0374; and/or (d) in this proceeding should the Commission decide not to approve this 2009 GMO Stipulation, or in any way condition its approval of same.

21. The provisions of this 2009 GMO Stipulation have resulted from extensive negotiations between the Signatories and are interdependent. If the Commission does not approve and adopt the terms of this 2009 GMO Stipulation in total, it shall be void and none of the Signatories shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof, unless otherwise agreed to by the Signatory.

22. If approved and adopted by the Commission, this 2009 GMO Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this 2009 GMO Stipulation and the operation of this 2009 GMO Stipulation according to its terms.

23. This 2009 GMO Stipulation does not constitute a contract with the Commission. Acceptance of this 2009 GMO Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this 2009 GMO Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

24. If the Commission does not unconditionally approve this 2009 GMO Stipulation without modification, and notwithstanding its provision that it shall become void thereon, neither this 2009 GMO 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 to a hearing on the issues presented by this 2009 GMO Stipulation, for cross-examination, or for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and each Signatory shall retain all procedural and due process rights as fully as though this 2009 GMO Stipulation had not been presented for approval, and any suggestions, memoranda, testimony or exhibits that have been offered or received in support of this 2009 GMO Stipulation shall thereupon 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 further purpose whatsoever, unless otherwise agreed to by all of the Signatories.

25. If the Commission accepts the specific terms of this 2009 GMO Stipulation, the Signatories waive their respective rights to cross-examine witnesses; their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000. The Signatories agree that the pre-filed testimony and exhibits of the Signatories shall be entered into the record without the necessity of the witnesses taking the witness stand.

26. If the Commission has questions for representatives or witnesses of one or more of the Signatories, the Signatories shall make available, at any on-the-record session, their witnesses and attorneys for the issues settled by this 2009 GMO Stipulation, provided that all of the Signatories are given adequate notice of the on-the-record session. The Signatories agree to cooperate in presenting this 2009 GMO Stipulation to the

Commission for approval, and shall take no action, directly or indirectly, in opposition to approval of this 2009 GMO Stipulation.

27. With the exception of the separate Non-Unanimous Stipulation and Agreement Regarding Pensions contemplated in this 2009 GMO Stipulation to be filed by the Staff and GMO, this 2009 GMO Stipulation embodies the entirety of the agreements between the Signatories in this case and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

WHEREFORE, for the foregoing reasons, the Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this Non-Unanimous Stipulation and Agreement.

Respectfully submitted,

STAFF OF THE MISSOURI PUBLIC
SERVICE COMMISSION

/s/ Nathan Williams by JMF

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CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand delivered, emailed or mailed, postage prepaid, this 22nd day of May, 2009, to all counsel of record.

/s/ James M. Fischer
James M. Fischer

SCHEDULE 1

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd

Revised Sheet No. 18

Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 18

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

For Territory Served as L&P

**RESIDENTIAL SERVICE – GENERAL USE
ELECTRIC**

AVAILABILITY

Available for single-phase electric service for general household lighting and appliances in a single private dwelling unit.

BASE RATE, MO910

Service Charge for each bill	\$7.90
Energy Charge Per kWh	
Billing cycles June through September	
for all kWh's.....	\$.0905
Billing cycles October through May	
for the first 650 kWh's.....	\$.0805
for all over 650 kWh's.....	\$.0592

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

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

When a multiple occupancy building or project is served through one (1) meter, then for billing purposes, the kilowatt-hours in each of the blocks and the service charge of the above schedule shall be multiplied by the number of dwelling units served. A rooming house may be served on this schedule when each of the separate living quarters within the rooming house is considered as a unit. MO911

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

Issued:
Issued by: Chris Giles, Vice-President

Effective:

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd
Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 19

Revised Sheet No. 19

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

For Territory Served as L&P

RESIDENTIAL SERVICE - WITH ELECTRIC SPACE HEATING
ELECTRIC

AVAILABILITY

Available for single-phase electric service for permanently installed electric space heating, general household lighting and appliances in a single private dwelling unit. Electric space heating must be the primary heating source and able to provide whole house heating.

BASE RATE, MO920

Service Charge for each bill	\$7.90
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's.....	\$.0905
Billing cycles October through May	
for the first 1000 kWh's.....	\$.0592
for all over 1000 kWh's	\$.0424

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Space heating equipment shall consist of permanently installed electric heating equipment of a size and design approved by the Company. Primary heating source is defined as the system capable of being the sole source of heat during the majority of the heating season. Whole house heating is defined as the distribution of controlled heat throughout the private dwelling unit.

Where the customer has electric water heating, it must be of a size and design approved by the Company.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

When a multiple occupancy building or project is served through one (1) meter, then for billing purposes, the kilowatt-hours in each of the blocks and the service charge of the above schedule shall be multiplied by the number of dwelling units served. A rooming house may be served on this schedule when each of the separate living quarters within the rooming house is considered as a unit. MO921

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

Issued:
Issued by: Chris Giles, Vice-President

Effective:

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd

Revised Sheet No. 21

Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 21

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

For Territory Served as L&P

RESIDENTIAL SERVICE – OTHER USE
ELECTRIC

AVAILABILITY

Available for lighting service, power service, or combined lighting and power service. This rate applies only to residential customers who do not qualify under any other residential rate.

BASE RATE, MO915

Service Charge for each bill	\$8.69
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's.....	\$.1322
Billing cycles October through May	
for all kWh's.....	\$.0966

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Motors served on this schedule shall not exceed a size and design as specified by the Company.

Customers qualifying for this rate will generally be those with well pumps, barns, machine sheds, and home workshops, whose meter is not connected to a single or multiple occupancy dwelling unit. This rate schedule cannot be used for any commercial or industrial customer.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd

Revised Sheet No. 22

Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 22

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

For Territory Served as L&P

**RESIDENTIAL SPACE HEATING / WATER HEATING – SEPARATE METER
ELECTRIC**

AVAILABILITY

Available for electric space heating and/or electric water heating service to any residential customer receiving service at the same location on a residential schedule. This schedule is not available for new installations as of June 15, 1995.

BASE RATE, MO922 FROZEN

Service Charge for each bill	\$4.21
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's.....	\$.0925
Billing cycles October through May	
for all kWh's.....	\$.0499

AVERAGE PAYMENT PLAN

See Company Rules and Regulations

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Service shall be through a separate meter. No equipment, other than space heating, electrically driven refrigeration type air conditioning and/or water heating, will be served through this meter.

Space heating equipment shall consist of at least three (3) kW input rating of permanently installed electric heating equipment used as the sole source of heat in the space served. All space heating equipment must be of a size and design approved by the Company.

Water heaters served under this schedule must be permanently installed, and of a size and design approved by the Company.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

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Issued by: Chris Giles, Vice-President

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd

Revised Sheet No. 23

Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 23

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

For Territory Served as L&P

**GENERAL SERVICE – LIMITED DEMAND
ELECTRIC**

AVAILABILITY

Available for lighting, power or combined lighting and power service to any customer whose actual demand is no greater than forty (40) kilowatts (kW).

BASE RATE, MO930

Service Charge for each bill	\$15.65
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's.....	\$.1197
Billing cycles October through May	
for all kWh's.....	\$.0862

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

When lighting and power service is supplied, all energy shall be measured on one (1) meter and the connected load shall be balanced.

When a non-demand metered customer's energy usage exceeds three thousand (3,000) kWh in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will install a demand-type meter in order to determine the customer's eligibility to remain on this rate schedule.

When a demand-metered customer's actual demand exceeds forty (40) kW in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will place the customer on an appropriate rate schedule.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

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Canceling P.S.C. MO. No. 1 2nd
KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

Revised Sheet No. 24
Revised Sheet No. 24
For Territory Served as L&P

GENERAL SERVICE – GENERAL USE
ELECTRIC

AVAILABILITY

Available for lighting, power or combined lighting and power service to any customer.

BASE RATE, MO931

Facilities kW Charge

For the first ten (10) Facilities kW, per bill \$32.31
For all over ten (10) Facilities kW, per each Facilities kW \$2.35

Energy Charge per kWh

Billing cycles June through September

For the first 150 kWh's per Actual kW \$0.993
For all over 150 kWh's per Actual kW \$0.730

Billing cycles October through May

For the first 150 kWh's per Actual kW \$0.674
For all over 150 kWh's per Actual kW \$0.523

LATE PAYMENT CHARGE

See Company Rules and Regulations

DETERMINATION OF FACILITIES kW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than ten (10) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is twenty (20) kW and the single highest Actual kW recorded in any of the previous eleven (11) billing periods is twenty-five (25) kW, then the facilities kW to be used in the current billing period would be twenty-five (25) kW. The Facilities kW Charge would be $\$32.31 + ((25-10) * \$2.35) = \$67.56$ for the current billing period.*

DETERMINATION OF ACTUAL kW

The Actual kW shall be the maximum fifteen (15) minute demand measured during the current billing period.

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company. Service will be furnished under, and this schedule shall be subject to Company Rules and Regulations.

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Where lighting and power service is supplied, all energy shall be measured on one (1) meter and the connected load shall be balanced.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

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Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 25

KCP&L Greater Missouri Operations Company

For Territory Served as L&P

KANSAS CITY, MO 64106

**GENERAL SERVICE – SHORT TERM SERVICE
ELECTRIC**

AVAILABILITY

This short term service rate is designed for service supplied for less than twelve (12) months at one (1) point of delivery and measured through one (1) meter. Service will be furnished only when and where Company has available capacity in lines, transformers and ancillary equipment.

Customers receiving service under this rate will generally be special events including carnivals, circuses, fairs, and/or festivals. In addition this rate will be applied to builders, contractors, and/or developers constructing residential, commercial or industrial sites prior to occupancy and/or permanent meters are set.

BASE RATE, MO928

Service Charge for each bill	\$15.65
Energy Charge per kWh	
Billing cycles June through September	
for all kWh's.....	\$.1197
Billing cycles October through May	
for all kWh's.....	\$.0862

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

When lighting and power service is supplied, all energy shall be measured on one (1) meter and the connected load shall be balanced.

When a non-demand metered customer's energy usage exceeds three thousand (3,000) kWh in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will install a demand-type meter in order to determine the customer's eligibility to remain on this rate schedule.

When a demand-metered customer's actual demand exceeds forty (40) kW in two (2) billing periods out of the most recent twelve (12) billing periods, the Company will place the customer on an appropriate rate schedule.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

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Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 28

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

For Territory Served as L&P

**NON-RESIDENTIAL SPACE HEATING / WATER HEATING – SEPARATE METER
ELECTRIC**

AVAILABILITY

Available for either electric space heating and/or electric water heating service to any non-residential customer receiving service at the same location on a non-residential rate schedule. This schedule is not available for new installations as of June 15, 1995.

BASE RATE, MO941 FROZEN

Service Charge for each bill \$8.03

Energy Charge per kWh

Billing cycles June through September

For all kWh's \$1.197

Billing cycles October through May

For all kWh's \$.0487

LATE PAYMENT CHARGE

See Company Rules and Regulations

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Service shall be through a separate meter. No equipment, other than space heating and/or water heating, will be served through this meter.

Space heating equipment shall consist of at least three (3) kW input rating of permanently installed electric heating equipment used as the sole source of heat in the space served. All space heating equipment must be of a size and design approved by the Company.

Water heaters served under this schedule must be permanently installed, and of a size and design approved by the Company.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

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KCP&L Greater Missouri Operations Company

For Territory Served as L&P

KANSAS CITY, MO 64106

LARGE GENERAL SERVICE
ELECTRICAVAILABILITY

Available for combined lighting and power service to any customer who shall contract for a minimum capacity of forty (40) kilowatts (kW) for a period of twelve (12) consecutive months.

BASE RATE, MO940

Facilities kW Charge

For the first forty (40) Facilities kW, per bill \$105.53

For all over forty (40) Facilities kW, per each Facilities kW \$1.42

Billed Demand Charge

Billing cycles June through September

for each kW \$3.62

Billing cycles October through May

for each kW less than or equal to Previous Summer Peak kW \$1.71

for each kW over Previous Summer Peak kW \$0.28

Energy Charge per kWh

Billing cycles June through September

for the first 200 kWh's per Actual kW \$.0681

for all over 200 kWh's per Actual kW \$.0460

Billing cycles October through May

for the first 200 kWh's per Actual kW \$.0473

for all over 200 kWh's per Actual kW \$.0404

LATE PAYMENT CHARGE

See Company Rules and Regulations

DEMAND DETERMINATIONS:Facilities kW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than forty (40) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is one hundred (100) kW and the single highest Actual kW recorded in any of the previous eleven (11) billing periods is one hundred fifty (150) kW, then the facilities kW to be used in the current billing period would be one hundred fifty (150) kW. The Facilities kW Charge would be $\$105.53 + ((150-40) * \$1.42) = \$261.73$ for the current billing period.*

Billed Demand

The Billed Demand shall be the maximum fifteen (15) minute demand, measured during the current billing period, but in no case less than forty (40) kW.

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 For Territory Served as L&P

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

**LARGE POWER SERVICE
 ELECTRIC**

AVAILABILITY

Available for combined lighting and power service to any customer who shall contract for a minimum capacity of five hundred (500) kilowatts (kW) for a period of twelve (12) consecutive months.

BASE RATE, MO944

<u>Facilities kW Charge</u>	
For the first five hundred (500) Facilities kW, per bill.....	\$855.83
For all over five hundred (500) Facilities kW, per each Facilities kW.....	\$1.34
<u>Billed Demand Charge</u>	
Billing cycles June through September	
for each kW.....	\$9.80
Billing cycles October through May	
for each kW less than or equal to Previous Summer Peak kW.....	\$4.18
for each kW over Previous Summer Peak kW.....	\$0.27
<u>Energy Charge per kWh</u>	
Billing cycles June through September	
for each "on-peak" kWh.....	\$.0454
for each "off-peak" kWh.....	\$.0320
Billing cycles October through May	
for each "on-peak" kWh.....	\$.0374
for each "off-peak" kWh.....	\$.0282

LATE PAYMENT CHARGE

See Company Rules and Regulations

DEMAND DETERMINATIONS:

Facilities kW

The Facilities kW shall be determined by a comparison of the Actual kW in the current billing period and the Actual kW as recorded in each of the previous eleven (11) billing periods. If there are less than eleven (11) previous billing periods, the determination will be made using all available previous billing periods. The Facilities kW is defined as the maximum Actual kW as determined from the comparison but in no case less than five hundred (500) kW for Facilities kW Charge billing purposes.

*As an example, if the current billing period's Actual kW is one thousand (1,000) kW and the single highest Actual kW recorded in any of the previous eleven (11) billing periods is one thousand two hundred (1,200) kW, then the facilities KW to be used in the current billing would be one thousand two hundred (1,200) kW. The Facilities kW Charge would be $\$855.83 + ((1200 - 500) * \$1.34) = \$1,793.83$ for the current billing period.*

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Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 34

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

For Territory Served as L&P

PRIMARY DISCOUNT RIDER
ELECTRIC

AVAILABILITY

Available to customers served under rate schedules MO940 or MO944 who receive three-phase alternating-current electric service at a primary voltage level and who provide and maintain all necessary transformation and distribution equipment beyond the point of Company metering.

PRIMARY KW DISCOUNT

for each Primary kW..... \$(0.75)

DETERMINATION OF PRIMARY KW

The Primary kW shall be the highest fifteen (15) minute actual demand, measured during the current billing period and the previous eleven (11) billing periods. The Primary kW, once established, shall be used for a period of twelve (12) consecutive billing periods unless a greater Primary kW is established.

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Revised Sheet No. 35
 Revised Sheet No. 35
 For Territory Served as L&P

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

OPTIONAL TIME-OF-USE ADJUSTMENT RIDER
 ELECTRIC

AVAILABILITY

This rider is available to any customer currently served on one (1) of the following rate schedules:

	<u>Service</u>	<u>Rate Schedule</u>
(RES)	Residential Service	MO910, MO920 or MO915
(SGS)	Small General Service	MO930 or MO931
(LGS)	Large General Service	MO940

Availability is limited to the following:

<u>Service</u>	<u>Customers</u>
Residential Service	50
Small General Service	50
Large General Service	20

Customers selecting this adjustment rider **will not be eligible** for the Company's Average Payment Plan.

ADJUSTMENT TO CURRENT RATE SCHEDULE PRICING

Metering Charge

	<u>RES</u>	<u>SGS</u>	<u>LGS</u>
For each bill	\$19.62	\$19.62	\$19.62

Energy Adjustment per kWh

	<u>RES</u>	<u>SGS</u>	<u>LGS</u>
Billing cycles June through September			
For all "on-peak" kWh's.....	\$.0353	\$.0287	\$.0261
For all "off-peak" kWh's.....	\$(-.0183)	\$(-.0197)	\$(-.0157)
Billing cycles October through May			
For all "on-peak" kWh's.....	\$.0039	\$.0027	\$.0027
For all "off-peak" kWh's.....	\$(-.0027)	\$(-.0027)	\$(-.0027)

Adjustments are in addition to the current rate schedule prices.

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Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 41

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

For Territory Served as L&P

MUNICIPAL STREET LIGHTING
ELECTRIC

AVAILABILITY

Available for overhead lighting in streets, alleys, parks and public places to all incorporated municipalities and other governmental agencies who shall contract for a minimum period of ten (10) years.

RATE

Section A:

The Company shall furnish and maintain, and the customer shall use and pay for overhead street lighting units according to the following schedule:

Net Rate (per lamp per month)

Mercury Vapor Lamps

175 watt (estimated 7,650 lumens).....	\$8.12
250 watt (estimated 11,000 lumens).....	\$9.65
400 watt (estimated 19,100 lumens).....	\$14.56

High Pressure Sodium Lamps

150 watt (estimated 14,400 lumens).....	\$9.24
250 watt (estimated 24,750 lumens).....	\$12.31
400 watt (estimated 45,000 lumens).....	\$14.78

Section B:

The Customer shall also pay an additional charge for other facilities according to the following schedule:

Net Rate

Standard Metal Pole at.....	\$5.34 per pole per month
10-Foot Mast Arm at.....	\$0.1947 per lamp per month
Underground Circuit, in dirt, at.....	\$0.0417 per foot per month

Street lighting, installed in residential subdivisions with underground distribution systems, will be installed on wood or standard metal poles or special ornamental poles, with underground circuits. The additional charge for underground circuit in dirt will not apply to circuits installed at the same time as the distribution system.

Where special ornamental fixtures and/or poles are requested and mutually agreed to, the cost of such special facilities, over and above the cost of standard facilities included in the above rates, will be subject to an Additional Facilities charge as provided in Company Rules and Regulations.

Section C:

When the customer so elects, it may furnish, own and maintain whiteway poles, brackets and luminaires, and the Company shall furnish, own and maintain overhead circuits and controls, and provide relamping service according to the following schedule:

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 Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 42
 Revised Sheet No. 42
 For Territory Served as L&P

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

MUNICIPAL STREET LIGHTING (Continued)
ELECTRIC

Section C: (Continued)

Net Rate (per lamp per month)

Mercury Vapor Lamps

250 watt (estimated 11,000 lumens)	\$7.36
400 watt (estimated 19,100 lumens)	\$11.54

Section D:

The foregoing Sections A, B and C of this overhead lighting schedule are only applicable to a municipality provided that the Company is serving the municipality under the terms of an electric franchise. In case the Company shall at any time furnish overhead street lighting service to a municipality without the existence of an electric franchise, all lighting shall be charged for in accordance with the net rates respectively set out in Sections A, B and C plus ten (10) percent.

LATE PAYMENT CHARGE

See Company Rules and Regulations

CONDITIONS OF SERVICE

1. The rates and charges herein provided are subject to the jurisdiction of the Missouri Public Service Commission.
2. All lamps shall burn every night from dusk to dawn, subject to a reasonable maintenance schedule.
3. Park lighting may burn on a seasonal schedule in accordance with the requirements of the customer.
4. The character of street lighting circuit (series or multiple) shall be determined by the Company.

SPECIAL RULES

For purposes of accounting for kWh's, the following amounts per lamp per month will be used:

Mercury Vapor Lamps

175 watts	77 kWh
250 watts	106 kWh
400 watts	116 kWh

High Pressure Sodium Lamps

150 watts	63 kWh
250 watts	116 kWh
400 watts	180 kWh

Mercury vapor fixtures are not available for new installations. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures.

The Company Fuel Adjustment Clause is applicable to all charges under this schedule.

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Revised Sheet No. 43
 Revised Sheet No. 43
 For Territory Served as L&P

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

STREET LIGHTING & TRAFFIC SIGNALS
ELECTRIC

AVAILABILITY

Available to all incorporated municipalities and other governmental agencies, which shall contract for a minimum period of ten (10) years for street lighting and traffic signals for streets, alleys, parks and public places. This applies where the Customer shall own, operate and maintain fixtures and facilities for both street lighting and traffic signals; the Company shall provide, sell and deliver the electric energy requirements.

BASE RATE

Section A, MO972:

Company shall provide and sell the electric energy requirements for Customer owned and maintained street lighting facilities according to the following schedule:

Net rate for each bill:

Meter Charge for each meter

Secondary meter base installation, per meter	\$2.37
Meter installation with current transformers, per meter	\$4.10
Other meter, per meter	\$8.74

Energy Charge for all kWh's per month, per kWh..... \$0.0473

Determination of kWh's for non-metered fixtures

The Customer's monthly kWh's will be determined by the following table for street lighting fixtures and other night lighting units in areas and locations not served from metered street lighting circuits.

	<u>Watts</u>	<u>Lumens</u>	<u>kWh/month</u>
Incandescent Fixtures	295	4,780	100
Mercury Vapor Fixtures	175	7,650	77
	250	11,000	106
	400	19,100	170
	1,000	47,500	410
High Pressure Sodium Fixtures	100	8,550	42
	150	14,400	63
	250	24,750	116
	400	45,000	180
	1,000	126,000	410

The kWh's/month of sizes and types of fixtures not listed above will be established by the Company as needed. Mercury vapor fixtures are not available for new installations. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures.

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

Revised Sheet No. 44
 Revised Sheet No. 44
 For Territory Served as L&P

STREET LIGHTING & TRAFFIC SIGNALS (Continued)
 ELECTRIC

BASE RATE (Continued)

Section B, MO973:

Company shall provide and sell the electric energy requirements for Customer owned and maintained traffic signals according to the following schedule:

Net Rate for each bill:

Meter Charge for each meter

Secondary meter base installation, per meter	\$2.37
Meter installation with current transformers, per meter	\$4.10
Energy Charge for all kWh's per month, per kWh	\$0.0570

Determination of kWh's for non-metered fixtures:

The Customer's monthly kWh's will be determined by the following table for traffic signal fixtures in areas and locations not served from metered traffic signal circuits.

<u>Description</u>	<u>Partial Operation</u> <u>kWh/month</u>	<u>Continuous Operation</u> <u>kWh/month</u>
3-section 8" signal face (R,Y,G) (90 Watts)	55 ¹	66
3-section 12" signal face (R,Y,G)	64 ¹	77
(2 @ 90 watts, 1 @ 135 watts)		
3-section signal face (R,Y,G)	71 ¹	85
optically programmed (3 @ 116 Watts)		
3-section signal face (R,Y,G)	91 ¹	110
optically programmed (3 @ 150 Watts)		
5-section signal face	64 ¹	100
(R,Y,G,Y arrow, G arrow)		
(4 @ 90 watts, 1 @ 135 watts)		
2-section signal face (Walk/Don't Walk)	44 ²	66
(2 @ 90 watts)		
1-section signal face (special function)	15 ²	22
(1 @ 90 watts)		
1-section signal face (flashing beacon)		33
(1 @ 90 watts)		
2-section school signal (2 @ 90 watts)	4 ³	
1-section school signal (1 @ 90 watts)	2 ³	
¹ 16 hours continuous operation, 8 hours partial operation		
² 16 hours continuous operation, 8 hours no operation		
³ 3 hours per day for 5 days a week for 9 months per year		

The kWh's/month of sizes and types of fixtures not listed above will be established by the Company as needed.

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Revised Sheet No. 47

KCP&L Greater Missouri Operations Company

For Territory Served as L&P

KANSAS CITY, MO 64106

PRIVATE AREA LIGHTING
ELECTRIC

AVAILABILITY

This schedule is available for outdoor lighting service to any customer. (See Special Rules)

FIXTURE RATES (PER LAMP, PER MONTH) (A)

<u>PRIVATE AREA:</u>	<u>Fixture Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Rate</u>
	Standard	MV	175 W	7,650	\$8.58
	Standard	MV	400 W	19,100	\$17.36
	Standard	HPS	150 W	14,400	\$10.85
	Roadway	HPS	150 W	14,400	\$13.11
	Roadway	HPS	250 W	24,750	\$14.63
	Roadway	HPS	400 W	45,000	\$16.75

<u>DIRECTIONAL FLOOD:</u>	<u>Fixture Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Rate</u>
	Standard	MV	400 W	19,100	\$19.55
	Standard	MV	1,000 W	47,500	\$38.80
	Standard	HPS	150 W	14,400	\$10.85
	Standard	HPS	400 W	45,000	\$19.70
	Standard	HPS	1000 W	126,000	\$42.06
	Standard	MH	400 W	23,860	\$20.87
	Standard	MH	1,000 W	82,400	\$38.80

<u>SPECIAL</u>	<u>Fixture Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Rate</u>
	HighMast	HPS	1,000 W	126,000	\$51.47
	Shoebox	MH	1,000 W	82,400	\$46.38
	Shoebox	HPS	1,000 W	126,000	\$50.37
	Shoebox	HPS	400 W	45,000	\$28.86

MV=Mercury Vapor
HPS=High Pressure Sodium
MH=Metal Halide

OH=Overhead
UG=Underground

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KCP&L Greater Missouri Operations Company

For Territory Served as L&P

KANSAS CITY, MO 64106

PRIVATE AREA LIGHTING (Continued)
ELECTRIC

ADDITIONAL FACILITIES (B)

Wood Pole Rates (per pole, per month)

<u>Type</u>	<u>Size</u>	<u>Standard Service</u>	<u>Secondary Included</u>	<u>Rate</u>
Wood	35'	OH	1 span	\$3.04
Wood	35'	UG	100'	\$7.40

Metal Pole Rates (per pole, per month)

<u>Type</u>	<u>Size</u>	<u>Standard Service</u>	<u>Secondary Included</u>	<u>Rate</u>
Galv	39'	OH/UG	1 span or 100'	\$35.24
Bronze (round)	39'	OH/UG	1 span or 100'	\$39.26
Bronze (square)	39'	OH/UG	1 span or 100'	\$51.25
Steel	30'	OH/UG	1 span or 100'	\$22.36
Steel	60'	UG	100'	\$70.80
Decorative	14'	UG	100'	\$36.16

Special Luminaires (per luminaire, per month)

<u>Type</u>	<u>Style</u>	<u>Type</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Rate</u>
Decorative	Lantern	HPS	150 W	14,400	\$19.35
Decorative	Acorn	HPS	150 W	14,400	\$15.79
Signliter	Box Mount	HPS	400 W	45,000	\$32.86

Additional UG Secondary (per section, per month)

<u>Section Length</u>	<u>Rate</u>
50'	\$0.0767

MV=Mercury Vapor OH=Overhead
 HPS=High Pressure Sodium UG=Underground
 MH=Metal Halide

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 3rd

Revised Sheet No. 50

Canceling P.S.C. MO. No. 1 2nd

Revised Sheet No. 50

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

For Territory Served as L&P

**OUTDOOR NIGHT LIGHTING
ELECTRIC**

AVAILABILITY

Available for all overhead outdoor night lighting for non-profit organizations. This rate is limited to lighting loads only.

BASE RATE, MO971

Service Charge for each bill	\$5.56
Energy Charge Per kWh	\$0.0917

LATE PAYMENT CHARGE

See Company Rules and Regulations

CONDITIONS OF SERVICE

1. Outdoor Night Lighting may burn on a seasonal or annual schedule in accordance with the requirements of the customer.
2. The customer must provide proof of tax-exempt status.

SPECIAL RULES

The voltage, frequency, and phase of all service under this schedule shall be only as specified by the Company.

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

Service is furnished for the sole use of the customer on the premises described in the service application. There shall be no resale or submetering of energy.

Service on this schedule is not available for motors of any size or for business purposes. Concession stands and other uses will be served under the applicable business electric service rate. The Company will provide a transformer, transformer pole and a maximum of one (1) span of single-phase primary to the customer's installation. The customer will assume full responsibility for all installation and maintenance of the lighting system billed on this rate.

The above rate or minimum bill does not include any franchise or occupations tax. The Company Tax and License Rider, and Fuel Adjustment Clause are applicable to all charges under this schedule.

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Revised Sheet No. 51
 Revised Sheet No. 51
 For Territory Served as MPS

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

**RESIDENTIAL SERVICE
 ELECTRIC**

AVAILABILITY

This schedule is available to single family residences, individually metered living units in multiple occupancy buildings, and private rooming houses for all residential uses of electric service including lighting, cooking, house heating, water heating, refrigeration, air conditioning, household appliances, and ordinary domestic uses. The maximum size motor permitted on this rate schedule is ten (10) horsepower. This rate schedule is for single-phase service.

A "residential" ("domestic") customer under this residential rate classification is a customer who purchases electricity for "domestic use." "Domestic use" under this rate classification includes that portion of electricity that is ultimately consumed at a single-family or individually metered multiple-family dwelling, and shall apply to all such purchases regardless of whether the customer is the ultimate consumer.

This schedule is intended to satisfy the provisions of Section 144.030(23) RSMo by establishing and maintaining a system and rate classification of "residential" to cause the residential sales and purchases of electricity under this rate schedule to be considered as sales for domestic use.

Where a portion of a residence unit is used for non-residential purposes, the appropriate general service schedule is applicable to all service. However, if the wiring is arranged so that the service for residential purposes and for non-residential purposes can be metered separately, this schedule will be applied to the residential service. Service to hotels, recognized rooming or boarding houses or to the halls, basement or other common use portions of an apartment building will not be supplied under this schedule.

MONTHLY RATE FOR RESIDENTIAL GENERAL USE, MO860

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$9.73 per month.....	\$9.73 per month
Energy Charge		
First 600 kWh	\$0.1015 per kWh.....	\$0.1015 per kWh
Next 400 kWh.....	\$0.1045 per kWh.....	\$0.0695 per kWh
Excess kWh.....	\$0.1098 per kWh.....	\$0.0695 per kWh

MONTHLY RATE FOR RESIDENTIAL ELECTRIC SPACE HEATING, MO870

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$9.73 per month.....	\$9.73 per month
Energy Charge		
First 600 kWh	\$0.1015 per kWh.....	\$0.1015 per kWh
Next 400 kWh.....	\$0.1045 per kWh.....	\$0.0548 per kWh
Excess kWh.....	\$0.1098 per kWh.....	\$0.0454 per kWh

This rate applies when electric space heating has been permanently installed as the primary source of heat for the entire residential premise.

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For Territory Served as MPS

KCP&L Greater Missouri Operations Company

KANSAS CITY, MO 64106

RESIDENTIAL SERVICE (Continued)
ELECTRIC

MONTHLY RATE FOR RESIDENTIAL OTHER USE, MO815

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$16.03 per month.....	\$16.03 per month
Energy Charge		
All Energy.....	\$0.1189 per kWh.....	\$0.0985 per kWh

This rate applies to residential customers who do not qualify under any other residential rate. Customers qualifying for this rate will generally be those with well pumps, barns, machine sheds, detached garages and home workshops, whose meter is not connected to a single or multiple occupancy dwelling unit. This rate schedule cannot be used for any commercial or industrial customer.

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly billing periods of October through May.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

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

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under this schedule.

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

For Territory Served as MPS

SMALL GENERAL SERVICE ELECTRIC

AVAILABILITY

This schedule is available for all general service use. Customers receiving service at more than one (1) voltage level will be treated as multiple customers for billing purposes.

This rate is not available for standby, breakdown, supplementary, interruptible, maintenance or resale service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR NON-DEMAND SERVICE, MO710

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$16.03 per month.....	\$16.03 per month
Energy Charge		
Base Energy	\$0.1189 per kWh.....	\$0.0985 per kWh
Seasonal Energy	\$0.1189 per kWh.....	\$0.0381 per kWh

ANNUAL BASE ENERGY, MO710

The annual base energy shall be the lesser of (a) 100% of the customer's measured energy during the preceding May billing month, or (b) 100% of the customer's measured energy during the preceding October billing month, or (c) 65% of the maximum measured energy established during the preceding four (4) summer billing months. Company will determine the annual base energy each year prior to the October billing month to be used for the following twelve (12) billing months. Company will estimate the annual base energy for customers who have insufficient billing history.

MONTHLY BASE ENERGY AND SEASONAL ENERGY, MO710

Monthly seasonal energy shall be the customer's monthly measured energy in excess of the customer's annual base energy. The monthly base energy shall be the measured energy in excess of the monthly seasonal energy.

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

For Territory Served as MPS

SMALL GENERAL SERVICE (Continued)
 ELECTRIC

MONTHLY RATE FOR SHORT TERM SERVICE WITHOUT DEMAND METER, MO728

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$16.11 per month	\$16.11 per month
Energy Charge	\$0.1189 per kWh	\$0.0985 per kWh

This short term service rate is designed for service supplied for less than twelve (12) months at one (1) point of delivery and measured through one (1) meter. Service will be furnished only when and where Company has available capacity in lines, transformers and ancillary equipment.

Customers receiving service under this rate will generally be special events including carnivals, circuses, fairs, and/or festivals. In addition this rate will be applied to builders, contractors, and/or developers constructing residential, commercial or industrial sites prior to occupancy and/or permanent meters are set.

MONTHLY RATE FOR DEMAND SERVICE AT SECONDARY VOLTAGE, MO711

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$16.11 per month	\$16.11 per month
Demand Charge		
Base Billing Demand	\$4.63 per kW	\$3.42 per kW
Seasonal Billing Demand	\$4.63 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use	\$0.0936 per kWh	\$0.0801 per kWh
Next 180 hours of use	\$0.0686 per kWh	\$0.0674 per kWh
Over 360 hours of use	\$0.0547 per kWh	\$0.0547 per kWh
Seasonal Energy Charge		
First 180 hours of use	\$0.0936 per kWh	\$0.0382 per kWh
Next 180 hours of use	\$0.0686 per kWh	\$0.0382 per kWh
Over 360 hours of use	\$0.0547 per kWh	\$0.0382 per kWh

MONTHLY RATE FOR DEMAND SERVICE AT PRIMARY VOLTAGE, MO716 FROZEN

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$16.11 per month	\$16.11 per month
Demand Charge		
Base Billing Demand	\$3.19 per kW	\$1.93 per kW
Seasonal Billing Demand	\$3.19 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use	\$0.0914 per kWh	\$0.0780 per kWh
Next 180 hours of use	\$0.0671 per kWh	\$0.0656 per kWh
Over 360 hours of use	\$0.0532 per kWh	\$0.0532 per kWh
Seasonal Energy Charge		
First 180 hours of use	\$0.0914 per kWh	\$0.0373 per kWh
Next 180 hours of use	\$0.0671 per kWh	\$0.0373 per kWh
Over 360 hours of use	\$0.0532 per kWh	\$0.0373 per kWh

Rate MO716 is frozen as of March 1, 2006. No new customers will be added to this rate schedule after March 1, 2006.

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Revised Sheet No. 56
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KCP&L Greater Missouri Operations Company
KANSAS CITY, MO 64106

For Territory Served as MPS

**LARGE GENERAL SERVICE
 ELECTRIC**

AVAILABILITY

This schedule is available for all general service use.

All service will be provided through one (1) (set of) compound watt-hour and demand meter(s) for each delivery point. A delivery point is defined as the point of metering from which the customer receives service from Company's secondary or primary distribution system. Customers receiving service at more than one (1) voltage level will be treated as multiple customers for billing purposes.

This rate is not available for standby, breakdown, supplementary, maintenance or resale service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company's secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR SERVICE AT SECONDARY VOLTAGE, MO720

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$60.83 per month.....	\$60.83 per month
Demand Charge		
Base Billing Demand	\$4.50 per kW	\$3.10 per kW
Seasonal Billing Demand.....	\$4.50 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use	\$0.0847 per kWh.....	\$0.0621 per kWh
Next 180 hours of use.....	\$0.0621 per kWh.....	\$0.0520 per kWh
Over 360 hours of use	\$0.0495 per kWh.....	\$0.0495 per kWh
Seasonal Energy Charge		
First 180 hours of use	\$0.0847 per kWh.....	\$0.0371 per kWh
Next 180 hours of use.....	\$0.0621 per kWh.....	\$0.0371 per kWh
Over 360 hours of use	\$0.0495 per kWh.....	\$0.0371 per kWh

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

For Territory Served as MPS

LARGE GENERAL SERVICE (Continued)
 ELECTRIC

MONTHLY RATE FOR SERVICE AT PRIMARY VOLTAGE, MO725

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$60.83 per month.....	\$60.83 per month
Demand Charge		
Base Billing Demand	\$3.10 per kW	\$1.88 per kW
Seasonal Billing Demand.....	\$3.10 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use	\$0.0826 per kWh.....	\$0.0605 per kWh
Next 180 hours of use.....	\$0.0605 per kWh.....	\$0.0509 per kWh
Over 360 hours of use	\$0.0481 per kWh.....	\$0.0481 per kWh
Seasonal Energy Charge		
First 180 hours of use	\$0.0826 per kWh.....	\$0.0361 per kWh
Next 180 hours of use.....	\$0.0605 per kWh.....	\$0.0361 per kWh
Over 360 hours of use	\$0.0481 per kWh.....	\$0.0361 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly billing periods of October through May.

HOURS OF USE

The kWh of energy usage per kW of demand.

ANNUAL BASE DEMAND

The annual base demand shall be the lesser of (a) 100% of the customer's measured demand during the preceding May billing month, or (b) 100% of the customer's measured demand during the preceding October billing month, or (c) 65% of the maximum measured demand established during the preceding four (4) summer billing months. Company will determine the annual base demand each year prior to the October billing month to be used for the following twelve (12) billing months. Company will estimate the annual base demand for customers who have insufficient billing history.

MONTHLY BASE BILLING DEMAND AND SEASONAL BILLING DEMAND

The monthly billing demand shall be the customer's maximum fifteen (15) minute integrated demand measured during the month, but in no event less than one hundred (100) kW. The monthly seasonal billing demand shall be the monthly measured demand in excess of the customer's annual base demand. The monthly base billing demand shall be the monthly billing demand in excess of the customer's monthly seasonal billing demand.

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

For Territory Served as MPS

LARGE POWER SERVICE
ELECTRIC

AVAILABILITY

This schedule is available for all nonresidential use.

All service will be provided through one (1) (set of) compound watt-hour and demand meter(s) for each delivery point. A delivery point is defined as the point of metering from which the customer receives service from Company's secondary or primary distribution system. Customers receiving service at more than one (1) voltage level will be treated as multiple customers for billing purposes.

This rate is not applicable for standby, breakdown, supplementary, maintenance or resale service.

CHARACTER OF SERVICE

Single-phase, 60 Hertz, nominally 120/240 volt firm electric service, provided from the Company's secondary distribution system. Three-phase secondary service shall be available where three-phase facilities are available without additional construction or may be made available at additional charge at voltages not exceeding 480 volts. Three-phase primary distribution service shall be available where primary distribution facilities are available without additional construction or may be made available at additional charge at 2,400, 12,470, or 24,900 nominal volts. Primary service may be served from Company's 69,000 volt or 34,500 volt systems, at Company's option, through Company owned transformation. The customer may request contractual service from the 69,000 volt or 34,500 volt systems, if such systems are available at the customer's point of delivery without additional construction, and the customer provides transformation.

MONTHLY RATE FOR SERVICE AT SECONDARY VOLTAGE, MO730

	<u>Summer</u>	<u>Winter</u>
Customer Charge	\$163.17 per month.....	\$163.17 per month
Demand Charge		
Base Billing Demand	\$8.93 per kW	\$6.54 per kW
Seasonal Billing Demand	\$8.93 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use	\$0.0712 per kWh.....	\$0.0473 per kWh
Next 180 hours of use.....	\$0.0468 per kWh.....	\$0.0424 per kWh
Over 360 hours of use	\$0.0374 per kWh.....	\$0.0374 per kWh
Seasonal Energy Charge		
First 180 hours of use	\$0.0712 per kWh.....	\$0.0368 per kWh
Next 180 hours of use.....	\$0.0468 per kWh.....	\$0.0368 per kWh
Over 360 hours of use	\$0.0374 per kWh.....	\$0.0368 per kWh

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

For Territory Served as MPS

LARGE POWER SERVICE (Continued)
 ELECTRIC

MONTHLY RATE FOR SERVICE AT PRIMARY VOLTAGE, MO735

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$163.17 per month.....	\$163.17 per month
Demand Charge		
Base Billing Demand	\$7.43 per kW	\$4.77 per kW
Seasonal Billing Demand.....	\$7.43 per kW	\$0.00 per kW
Base Energy Charge		
First 180 hours of use	\$0.0697 per kWh.....	\$0.0463 per kWh
Next 180 hours of use.....	\$0.0454 per kWh.....	\$0.0413 per kWh
Over 360 hours of use	\$0.0367 per kWh.....	\$0.0367 per kWh
Seasonal Energy Charge		
First 180 hours of use	\$0.0697 per kWh.....	\$0.0359 per kWh
Next 180 hours of use.....	\$0.0454 per kWh.....	\$0.0359 per kWh
Over 360 hours of use	\$0.0367 per kWh.....	\$0.0359 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly billing periods of October through May.

HOURS OF USE

The kWh of energy usage per kW of demand.

ANNUAL BASE DEMAND

The annual base demand shall be the lesser of (a) 100% of the customer's measured demand during the preceding May billing month, or (b) 100% of the customer's measured demand during the preceding October billing month, or (c) 65% of the maximum measured demand established during the preceding four (4) summer billing months. Company will determine the annual base demand each year prior to the October billing month to be used for the following twelve (12) billing months. Company will estimate the annual base demand for customers who have insufficient billing history.

MONTHLY BASE BILLING DEMAND AND SEASONAL BILLING DEMAND

The monthly billing demand shall be the customer's maximum fifteen (15) minute integrated demand measured during the month, but in no event less than five hundred (500) kW. The monthly seasonal billing demand shall be the monthly measured demand in excess of the customer's annual base demand. The monthly base billing demand shall be the monthly billing demand in excess of the customer's monthly seasonal billing demand.

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

For Territory Served as MPS

LARGE POWER SERVICE (Continued)
ELECTRIC

MONTHLY BASE ENERGY AND SEASONAL ENERGY

The monthly base demand shall be lesser of the customer's monthly measured demand and the customer's annual base demand. The monthly seasonal demand shall be the monthly measured demand in excess of the customer's monthly base demand. The customer's energy usage during the month shall be apportioned to base energy and seasonal energy in the same proportion as the customer's monthly base demand and seasonal demand, as defined in this paragraph. The monthly base energy and seasonal energy shall be apportioned to the hours of use rate blocks based on the monthly base demand and seasonal demand.

REACTIVE DEMAND ADJUSTMENT

Company shall determine customer's maximum reactive demand in kVar. Each month a charge or credit of \$0.36 shall be made for each kVar by which the maximum reactive demand is respectively, greater or less than fifty-percent (50%) of customer's maximum kW demand for that month, provided, that the number of kVar for which credit is given shall not be more than fifty-percent (50%) of the customer's maximum kW demand in that month.

The reactive demand adjustment will be based on the ratio of the customer's maximum monthly fifteen (15) minute reactive demand in kVar to the customer's maximum kW demand for the billing period.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge plus the monthly demand charge.

RULES AND REGULATIONS

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

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

WEB USAGE SERVICE

Customers served under this LPS rate schedule are eligible for basic monthly web usage service which includes web access to their usage for fifteen (15) minute interval data which is updated once per month.

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

For Territory Served as MPS

RESIDENTIAL SERVICE TIME-OF-DAY
 ELECTRIC

AVAILABILITY

This schedule is available to all residential customers at their request. The customer agrees to provide access to a telephone line for transmitting data from the meter. All customers accepting service under this schedule must remain on this schedule for at least one (1) year.

CHARACTER OF SERVICE

Alternating current at approximately 60 Hertz, single-phase and at such voltage as Company may have available for the service required.

BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays</u>		
Peak	1:00 PM - 8:00 PM	7:00 AM - 10:00 PM
Shoulder	6:00 AM - 1:00 PM	
Shoulder	8:00 PM - 10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	10:00 PM - 7:00 AM
<u>Weekends</u>		
Shoulder	6:00 AM - 10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	All hours

MONTHLY RATE, MO600

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$17.23 per month.....	\$17.23 per month
Energy Charge		
Peak.....	\$0.1854 per kWh.....	\$0.1190 per kWh
Shoulder.....	\$0.1030 per kWh	
Off-Peak.....	\$0.0619 per kWh.....	\$0.0475 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four (4) summer months shall be defined as the four (4) monthly billing periods of June through September. The eight (8) winter months shall be defined as the eight (8) monthly billing periods of October through May.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

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

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under this schedule.

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

For Territory Served as MPS

GENERAL SERVICE TIME-OF-DAY
 ELECTRIC

AVAILABILITY

This schedule is available to all general service customers at their request. The customer agrees to provide access to a telephone line for transmitting data from the meter. All customers accepting service under this schedule must remain on this schedule for at least one (1) year.

This rate is not available for standby, breakdown, supplementary, maintenance or resale service.

CHARACTER OF SERVICE

Alternating current at approximately 60 Hertz, single-phase or three-phase service and at such voltage as Company may have available for the service required.

BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays</u>		
Peak	1:00 PM - 8:00 PM	7:00 AM -10:00 PM
Shoulder	6:00 AM - 1:00 PM	
Shoulder	8:00 PM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	10:00 PM - 7:00 AM
<u>Weekends</u>		
Shoulder	6:00 AM -10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	All hours

MONTHLY RATE FOR SINGLE-PHASE SERVICE, MO610

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$22.69 per month.....	\$22.69 per month
Energy Charge		
Peak.....	\$0.1900 per kWh.....	\$0.1232 per kWh
Shoulder.....	\$0.1056 per kWh	
Off-Peak.....	\$0.0634 per kWh.....	\$0.0492 per kWh

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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 Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 68

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

For Territory Served as MPS

GENERAL SERVICE TIME-OF-DAY (Continued)
 ELECTRIC

MONTHLY RATE FOR SINGLE-PHASE SERVICE WITH DEMAND CHARGE, MO620

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$22.69 per month.....	\$22.69 per month
Peak Demand Charge.....	\$9.72 per kW	\$0.00 per kW
Energy Charge		
Peak	\$0.1162 per kWh.....	\$0.0967 per kWh
Shoulder	\$0.0645 per kWh	
Off-Peak	\$0.0389 per kWh.....	\$0.0389 per kWh

Single-phase customers have the option of being served on either CIS+ rate code MO610 or CIS+ rate code MO620 regardless of whether or not they have a demand meter installed at their premise.

MONTHLY RATE FOR THREE-PHASE SERVICE WITH SECONDARY VOLTAGE, MO630

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$73.62 per month.....	\$73.62 per month
Peak Demand Charge.....	\$9.42 per kW	\$0.00 per kW
Energy Charge		
Peak	\$0.1126 per kWh.....	\$0.0937 per kWh
Shoulder	\$0.0625 per kWh	
Off-Peak	\$0.0377 per kWh.....	\$0.0377 per kWh

MONTHLY RATE FOR THREE-PHASE SERVICE WITH PRIMARY VOLTAGE, MO640

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$73.62 per month.....	\$73.62 per month
Peak Demand Charge.....	\$6.43 per kW	\$0.00 per kW
Energy Charge		
Peak	\$0.1098 per kWh.....	\$0.0915 per kWh
Shoulder	\$0.0610 per kWh	
Off-Peak	\$0.0367 per kWh.....	\$0.0367 per kWh

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

For Territory Served as MPS

**THERMAL ENERGY STORAGE PILOT PROGRAM
 ELECTRIC**

AVAILABILITY

This schedule is available for electric service when used for thermal storage equipment to provide space conditioning requirements. Thermal storage equipment as defined herein must incorporate storage mediums of water, ice, or other phase change materials and would normally utilize loads of chillers, boilers, pumps or fans. The customer agrees to provide Company access to a telephone line suitable for transmitting data from the meter.

This pilot program is not available for residential, standby, breakdown, supplementary, maintenance or resale service. Company reserves the right to approve all customers receiving service under this rate schedule based on the customer's ability to demonstrate they can reduce their on-peak demand by more than fifty (50) kW per a feasibility study. This pilot program will not be available to new customers subsequent to September 12, 1997.

CHARACTER OF SERVICE

Alternating current at approximately 60 Hertz, three-phase service and at such voltage as Company may have available for the service required.

BILLING PERIODS

	<u>Summer</u>	<u>Winter</u>
<u>Weekdays</u>		
Peak	1:00 PM - 8:00 PM	7:00 AM - 10:00 PM
Shoulder	6:00 AM - 1:00 PM	
Shoulder	8:00 PM - 10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	10:00 PM - 7:00 AM
<u>Weekends</u>		
Shoulder	6:00 AM - 10:00 PM	
Off-Peak	10:00 PM - 6:00 AM	All hours

MONTHLY RATE FOR SECONDARY VOLTAGE, MO650 FROZEN

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$183.15 per month.....	\$183.15 per month
Demand Charge.....	\$9.30 per kW.....	\$6.80 per kW
Energy Charge		
Peak.....	\$0.0740 per kWh.....	\$0.0414 per kWh
Shoulder.....	\$0.0414 per kWh	
Off-Peak.....	\$0.0373 per kWh.....	\$0.0373 per kWh

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KCP&L Greater Missouri Operations Company
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THERMAL ENERGY STORAGE PILOT PROGRAM (Continued)
ELECTRIC

MONTHLY RATE FOR PRIMARY VOLTAGE, MO660 FROZEN

	<u>Summer</u>	<u>Winter</u>
Customer Charge.....	\$183.15 per month.....	\$183.15 per month
Demand Charge.....	\$7.75 per kW	\$4.97 per kW
Energy Charge		
Peak	\$0.0740 per kWh.....	\$0.0414 per kWh
Shoulder	\$0.0414 per kWh	
Off-Peak	\$0.0373 per kWh.....	\$0.0373 per kWh

DEFINITION OF SUMMER AND WINTER BILLING PERIOD

The four (4) summer months shall be defined as the four (4) monthly billing periods occurring June through September. The eight (8) winter months shall be defined as the eight (8) monthly billing periods occurring October through May.

MONTHLY BILLING DEMAND

Monthly billing demand shall be the customer's maximum fifteen (15) minute integrated demand measured in the peak billing period during the billing month.

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the customer charge.

RULES AND REGULATIONS

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

The above rate or minimum bill does not include any franchise or occupational tax. The Company "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under this schedule.

This rate schedule is considered a pilot program and Company may, by subsequent filing, limit the availability, modify, or eliminate this rate option as additional information is gathered regarding thermal energy storage technology.

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

For Territory Served as MPS

REAL-TIME PRICE (RTP) PROGRAM (Continued)
 ELECTRIC

MONTHLY RATE (Continued)

$$\text{Incremental Energy Charge} = \sum_h P_h^{\text{RTP}} * (\text{Actual Load}_h - \text{CBL}_h)$$

\sum_h indicates a summation across all hours in the billing month.
 Actual Load_h is the customer's actual energy use in the hour (kWh).

CBL_h is the baseline hourly energy use. (See below.)

P_h^{RTP} , the real-time price, is calculated as:

$$P_h^{\text{RTP}} = \alpha * MC_h + (1 - \alpha) * P_h^{\text{STD}}$$

MC_h is the day-ahead forecast of hourly short-run marginal cost of providing energy to Missouri retail customers, including provisions for line losses. Marginal costs include the marginal cost of real power and operating reserves and a proxy for the marginal cost of transmission. (See below for a description of this proxy.)

P_h^{STD} is the hourly effective energy charge of the customer's Standard Tariff Bill, calculated from the applicable standard (non-RTP) price schedule. It is the change in the Standard Tariff Bill due to a change in usage and includes both energy and demand charges.

α is the weight of marginal cost in defining retail price, with value of 0.8 for regular RTP service and 0.95 for RTP Premium service.

Marginal cost of transmission: for service during non-holiday, weekday hours of 3 PM through 7 PM during the months of June through August a transmission congestion charge of \$0.0433 per kWh will be applied. (This charge applies only for consumption above the CBL.) These prices apply to the primary voltage level. For customer service at other voltage levels an adjustment for energy loss rate differences will be applied. Since an Independent System Operator (ISO) may come into existence with jurisdiction over Company's service territory, this tariff component will be subject to revision that comes into force at the effective date of ISO service initiation.

RTP Service Charge = \$270.33 per month for customers whose customer baseline load (CBL) peak demand exceeds five hundred (500) kW for three (3) consecutive months.
 \$307.06 per month for all other customers.

Reactive Demand Adjustment is the adjustment found in the tariff that served the RTP customer prior to joining RTP. The price of the reactive demand is the current price under that tariff.

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

For Territory Served as MPS

REAL-TIME PRICE (RTP) PROGRAM (Continued)
ELECTRIC

CURTAILABLE CUSTOMERS (Continued)

Option 2: Retain Curtailable Contract but Add a Buy-through Option: The customer retains their curtailable contract and obtains the privilege of "buying through" their firm power level at times of curtailment at the posted real-time price. The value of the curtailability discount will be reduced by fifty-percent (50%). At times of curtailment calls, the CBL of such a customer will be set to the lesser of the existing CBL value and the customer's firm power level. The customer will be able to exceed their firm power level during curtailment periods without penalty by purchasing incremental load at the real-time price and will be reimbursed at the same real-time price for reductions below the CBL.

Option 3: Retain Curtailable Contract: The Curtailment provisions of the rider will continue to apply as stated in the rider. The marginal cost of real power and operating reserves and the proxy for the marginal cost of transmission included in the hourly real-time price will not be applied to the interruptible portion of the Customer's Baseline Load. At times of curtailment calls, the CBL of such a customer will be set to the lesser of the existing CBL value and the customer's firm power level.

PRICE QUOTES FOR FIXED QUANTITIES

To further manage risks, customers will have the option to contract with Company for short-term power transactions at a price for pre-specified departures from the customer's previously established CBL. The duration of such contracts is not to exceed six months or be shorter than one (1) week. Company and Customer will mutually agree on the pricing structure and quantities to be used for the Price Quote, including but not limited to, hourly prices, prices by time period or seasons, price caps and floors, collars, etc.

Customer may contract through Company representative for quotes for fixed power levels at pre-specified fixed quantities. Company will solicit bids for power from neighboring suppliers that meet customer's schedule, quantities, and pricing structure. Upon agreement by Customer a transaction fee of \$202.74 per contract will be applied to recover costs to initiate, administer, and bill for hedging services.

All power is delivered and titled to Company and may be directed to meet system emergencies should such a need arise. Reasonable advance notice will be made to Customer and a corresponding credit will be applied to customer's bill in the event of such occurrences.

BILL AGGREGATION SERVICE

Customers will have the choice to aggregate the bills of multiple accounts under the RTP Program for the purposes of the application of the Incremental Energy Charge. Eligible customers will be limited to customers who become active participants in the RTP program who are legally or financially related to one another. The calculation of the aggregated Base Bill will be based on the application of the CBL on a non-aggregated basis for each individual account.

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

For Territory Served as MPS

SPECIAL CONTRACT RATE (Continued)
 ELECTRIC

MONTHLY RATE (Continued)

Contract Bill = Base Bill + Incremental Energy Charge + Contract Service Charge
 + Reactive Demand Adjustment.

The components of the Contract Bill are defined below.

$$\text{Base Bill} = \text{Standard Tariff Bill} + \beta * (\text{Standard Tariff Bill} - \sum_h (P_h^{\text{RTP}} * \text{CBL}_h))$$

Standard Tariff Bill is the customer baseline load (CBL, defined below) for the billing month, billed under the current prices of the customer's standard tariff, (the tariff under which the customer was billed prior to joining the RTP program). The Standard Tariff Bill excludes the Reactive Demand Adjustment.

β is an adjustment to the Standard Tariff Bill. Company will offer Basic Contract Service with β equal to zero and may offer Premium Contract Service with β equal to 0.05

$$\text{Incremental Energy Charge} = \sum_h P_h^{\text{MCB}} * (\text{Actual Load}_h - \text{CBL}_h)$$

\sum_h indicates a summation across all hours in the billing month.

Actual Load_h is the customer's actual energy use in the hour (kWh).

CBL_h is the baseline hourly energy use. (See below.)

P_h^{MCB} , the marginal cost based price, is calculated as:

$$P_h^{\text{MCB}} = \alpha * MC_h + (1 - \alpha) * P_h^{\text{base}}$$

MC_h is the day-ahead forecast of hourly short-run marginal cost of providing energy to customers, including provisions for line losses. Marginal costs include the marginal cost of real power and operating reserves and a proxy for the marginal cost of transmission. (See below for a description of this proxy.)

P_h^{base} is the average price implicit in the Customer's Base Bill, calculated by dividing the base bill by the usage in the customer baseline load. The price may vary by hour or be fixed across some or all hours of the contract period.

α is the weight of marginal cost in defining retail price, with value of 0.8 for regular Contract service and 0.95 for Premium Contract service.

Marginal cost of transmission: for service during non holiday, weekday hours of 3 PM through 7 PM during the months of June through August a transmission congestion charge of \$0.0433 per kWh will be applied. (This charge applies only for consumption above the CBL.) These prices apply to the primary voltage level. For customer service at other voltage levels an adjustment for energy loss rate differences will be applied. Since an Independent System Operator (ISO) may come into existence with jurisdiction over Company's service territory, this tariff component will be subject to revision that comes into force at the effective date of ISO service initiation.

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

For Territory Served as MPS

SPECIAL CONTRACT RATE (Continued)
ELECTRIC

MONTHLY RATE (Continued)

Contract Service Charge: \$270.33 per month and includes Administrative and Facilities Charges. Administrative charge equals that of the customer's standard tariff unless modified by the special contract, plus any additional administrative costs attributable to the contract. These charges are to be collected for the duration of the special contract even if the special contract is terminated. Facilities include any costs not otherwise specified. They include the transmission and distribution fees described below, should they be incurred.

Reactive Demand Charge: Reactive Demand Adjustment is the adjustment found in the tariff that served the customer prior to joining the Special Contract Service. The price of the reactive demand is the current price under that tariff.

CUSTOMER BASELINE LOAD

The customer baseline load (CBL) represents an electricity consumption pattern agreed upon in the contract. The CBL is specific to each individual customer. The CBL is determined in advance of the customer's taking service and is part of the customer's service agreement. The CBL will be based, whenever possible, on existing load information. It can consist of hourly data or data representing average usage. The CBL must be mutually agreed upon by both the customer and Company before service commences. The CBL will be in force for the duration of the customer's service agreement.

TRANSMISSION AND DISTRIBUTION

Transmission and distribution charges are currently bundled into Standard Tariff Bill charges.

If Company is required to either increase the capacity or accelerate its plans for increasing capacity of the transmission or distribution facilities or other equipment necessary to accommodate a customer's increased load, then an additional facilities charge will be assessed.

REACTIVE DEMAND CHARGE

The Reactive Demand Charge will be billed, where applicable, in accordance with the customer's otherwise applicable standard tariff. The customer's Base Bill does not include any specific charges for reactive power.

PRICE DISPATCH AND CONFIRMATION

Where the customer's special contract makes use of day-ahead hourly real-time prices, Company will transmit hourly prices for the following day by no later than 4:00 p.m. Company may provide forecasts of prices several days in advance; however, these prices may subsequently be revised or updated as conditions warrant. Company is not responsible for failure of Customer to receive and act upon the Price Quote. It is Customer's responsibility to inform Company by 5:00 p.m. of failure to receive the Price Quote for the following day. The actions taken by the Customer based on the Price Quote are the Customer's responsibility.

SPECIAL RIDERS

Applicable riders will be addressed with provisions in the Special Contract.

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

For Territory Served as MPS

MUNICIPAL STREET LIGHTING SERVICE
 ELECTRIC

AVAILABILITY

This schedule is available to communities and cities (referred to herein as cities) within their corporate limits for street lighting installations where street lighting service is rendered on Company's standard street lighting contract and where Company has an electrical distribution system available. Where conditions of service are different than under said standard street lighting contract, Company may require an additional facilities contract to compensate Company for any added services or costs.

This schedule shall also apply to all lighting units installed, replaced, or moved on or after the effective date hereof.

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
<u>Mercury Vapor: FROZEN (2)</u>		
3300 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)	\$88.55	\$130.64
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)	\$118.24	\$160.35
7700 L, M.V., open glassware, steel pole	\$147.53	\$189.60
7700 L, M.V., streamlined fixture, wood pole	\$135.79	\$177.92
7700 L, M.V., streamlined fixture, steel pole	\$165.04	\$207.15
10500 L, M.V., enclosed fixture, wood pole	\$157.58	\$199.63
10500 L, M.V., enclosed fixture, steel pole	\$186.79	\$228.91
21000 L, M.V., enclosed fixture, wood pole	\$195.31	\$237.39
21000 L, M.V., enclosed fixture, steel pole	\$224.51	\$266.61
54000 L, M.V., enclosed fixture, wood pole	\$369.44	\$411.55
54000 L, M.V., enclosed fixture, steel pole	\$398.65	\$440.75
<u>High Pressure Sodium Vapor: Retrofit to Mercury Vapor Fixtures, Not Available for New Installations</u>		
12000 L, 150 W, S.V., Open glassware, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)	\$147.40	\$189.49
12000 L, 150 W, S.V., open glassware, steel pole	\$176.65	\$218.73
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$164.94	\$207.05
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$194.19	\$236.27
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$251.78	\$293.88

(1) See "Adders for Additional Facilities" on Sheet No. 90 for charges to be made for additional facilities.

(2) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to November 26, 2007. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures. All existing mercury vapor lights shall be changed to high pressure sodium lights when maintenance or changeout is required. When these changeouts occur, the Net Rate per lamp per month will be changed to the high pressure sodium rate.

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

For Territory Served as MPS

MUNICIPAL STREET LIGHTING SERVICE (Continued)
 ELECTRIC

	<u>Annual Rate Per Unit (1)</u>	
	<u>Overhead Wiring</u>	<u>Underground Wiring</u>
<u>High Pressure Sodium Vapor</u>		
5000 L, 70 W, S.V., enclosed fixture, wood pole.....	\$161.72.....	\$203.81
5000 L, 70 W, S.V., enclosed fixture, steel pole.....	\$190.96.....	\$233.11
5000 L, 70 W, S.V., open fixture, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$143.94.....	\$186.03
5000 L, 70 W, S.V., open fixture, steel pole	\$173.17.....	\$215.30
8000 L, 100 W, S.V., enclosed fixture, wood pole	\$164.51.....	\$206.62
8000 L, 100 W, S.V., enclosed fixture, steel pole.....	\$193.76.....	\$235.89
8000 L, 100 W, S.V., open fixture, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$147.64.....	\$189.74
8000 L, 100 W, S.V., open fixture, steel pole	\$176.89.....	\$219.01
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$171.35.....	\$213.45
13500 L, 150 W, S.V., enclosed fixture, steel pole.....	\$200.59.....	\$242.72
13500 L, 150 W, S.V., open fixture, wood pole	\$154.91.....	\$197.01
13500 L, 150 W, S.V., open fixture, steel pole	\$184.13.....	\$226.26
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$194.24.....	\$236.30
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$223.49.....	\$265.61
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$230.81.....	\$272.87
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$259.92.....	\$302.09

<u>Special Luminaire</u>			<u>Annual Rate Per Unit (1)</u>	
<u>Type</u>	<u>Style</u>	<u>Lamp Size</u>	<u>Lumens</u>	<u>Underground Wiring</u>
Decorative	Lantern HPS, 14' Decorative Pole, UG	100 W	8,000	\$362.51
Decorative	Lantern HPS, 14' Decorative Pole, UG	250 W	25,500	\$372.65
Decorative	Acorn HPS, 14' Decorative Pole, UG	100 W	8,000	\$367.82
Decorative	Acorn HPS, 14' Decorative Pole, UG	250 W	25,500	\$377.96
Decorative	5 Globe 70w HPS, 14' Decorative Pole, UG	350 W	25,000	\$980.29
Decorative	Single Globe HPS, 14' Decorative Pole, UG.....	70 W	5,000	\$317.62
Decorative	Single Globe HPS, 14' Decorative Pole, UG....	100 W	8,000	\$320.43

(1) See "Adders for Additional Facilities" on Sheet No. 90 for charges to be made for additional facilities.

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

For Territory Served as MPS

MUNICIPAL STREET LIGHTING SERVICE (Continued)
 ELECTRIC

ADDERS FOR ADDITIONAL FACILITIES

		<u>Annual Rate Per Unit (1)</u>	
		<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a.	Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.	\$19.50	N/A
b.	Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.	\$56.07	N/A
c.	Break away bases for steel poles - each.	\$30.85	\$30.85
d.	Rock removal per foot per year. This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications. Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment.	N/A	\$2.20
		<u>Wood Pole</u>	<u>Steel Pole</u>
e.	Special mounting heights:		
	30 ft. (requiring 35 ft. wood pole or 30 ft. steel).....	\$18.98	\$64.37
	35 ft. (requiring 40 ft. wood pole or 35 ft. steel).....	\$51.39	\$94.08
	40 ft. (requiring 45 ft. wood pole or 40 ft. steel).....	\$56.87	\$147.10
	50 ft. (requiring 55 ft. wood pole or 50 ft. steel).....	\$102.82	\$327.92

TERMS OF PAYMENT

Customers' monthly bills will be computed at the net rates and will be based on one-twelfth (1/12th) the annual charge. Monthly bills will be computed to the nearest one (1) cent.

RULES AND REGULATIONS

Service will be furnished under Company Rules and Regulations and the special Rules and Regulations on Sheet No. 94.

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Revised Sheet No. 91
 Revised Sheet No. 91

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

For Territory Served as MPS

**PRIVATE AREA LIGHTING SERVICE
 ELECTRIC**

AVAILABILITY

This schedule is available to customers for area lighting outside the corporate limits of cities served by Company and also inside the corporate limits of cities served with electricity, provided the lighting is on private property as permitted by the city or when the city gives Company authority to install such area lighting on the city's property. Customers other than cities will be required to sign an Application for Private Area Lighting Service Agreement for area lights before service will be provided.

	<u>Annual Rate Per Unit (1)</u>
<u>Mercury Vapor: FROZEN (2)</u>	<u>Overhead Wiring</u>
7700 L, M.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole)....	\$127.96
7700 L, M.V., open glassware, steel pole.....	\$174.34
7700 L, M.V., streamlined fixture, wood pole	\$147.53
7700 L, M.V., streamlined fixture, steel pole	\$193.81
10500 L, M.V., enclosed fixture, wood pole.....	\$172.20
10500 L, M.V., enclosed fixture, steel pole.....	\$218.47
21000 L, M.V., enclosed fixture, wood pole.....	\$219.65
21000 L, M.V., enclosed fixture, steel pole.....	\$263.55
54000 L, M.V., enclosed fixture, wood pole.....	\$369.44
54000 L, M.V., enclosed fixture, steel pole.....	\$398.65
<u>High Pressure Sodium Vapor: Retrofit to Mercury Vapor Fixtures, Not Available for New Installations</u>	
12000 L, 150 W, S.V., open glassware, wood pole, (\$5.00 less where fixture may be installed on an existing distribution pole).....	\$157.15
12000 L, 150 W, S.V., open glassware, steel pole	\$203.48
12000 L, 150 W, S.V., streamlined fixture, wood pole	\$176.65
12000 L, 150 W, S.V., streamlined fixture, steel pole	\$222.97
36000 L, 360 W, S.V., enclosed fixture, wood pole	\$246.89
36000 L, 360 W, S.V., enclosed fixture, steel pole	\$290.78

(1) See "Adders for Additional Facilities" on Sheet No. 92 for charges to be made for additional facilities.

(2) Mercury Vapor lamps and fixtures are limited to customers served under contracts initiated prior to November 26, 2007. Replacement of existing installed fixtures with similar mercury vapor fixtures will be limited to Company stocks of such fixtures. All existing mercury vapor lights shall be changed to high pressure sodium lights when maintenance or changeout is required. When these changeouts occur, the Net Rate per lamp per month will be changed to the high pressure sodium rate.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 4th
 Canceling P.S.C. MO. No. 1 3rd

Revised Sheet No. 92
 Revised Sheet No. 92

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

For Territory Served as MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
 ELECTRIC

Annual Rate Per Unit (1)
Overhead Wiring

High Pressure Sodium Vapor

5000 L, 70 W, S.V., enclosed fixture, wood pole	\$148.33
5000 L, 70 W, S.V., enclosed fixture, steel pole	\$194.63
8000 L, 100 W, S.V., enclosed fixture, wood pole (\$5.00 less where fixture may be installed on an existing distribution pole) ..	\$155.03
8000 L, 100 W, S.V., enclosed fixture, steel pole	\$201.34
13500 L, 150 W, S.V., enclosed fixture, wood pole	\$166.22
13500 L, 150 W, S.V., enclosed fixture, steel pole	\$212.53
25500 L, 250 W, S.V., enclosed fixture, wood pole	\$208.86
25500 L, 250 W, S.V., enclosed fixture, steel pole	\$255.17
50000 L, 400 W, S.V., enclosed fixture, wood pole	\$255.16
50000 L, 400 W, S.V., enclosed fixture, steel pole	\$299.06

Directional Floodlighting

High Pressure Sodium Vapor

27500 L, 250 W, S.V., enclosed fixture, existing wood pole	\$389.73
27500 L, 250 W, S.V., enclosed fixture, wood pole required	\$409.24
50000 L, 400 W, S.V., enclosed fixture, existing wood pole	\$439.21
50000 L, 400 W, S.V., enclosed fixture, wood pole required	\$458.70
140000 L, 1000 W, S.V., enclosed fixture, existing wood pole	\$741.49
140000 L, 1000 W, S.V., enclosed fixture, wood pole required	\$761.00

Metal Halide

20,500 L, 250 W, M.H., enclosed fixture, existing wood pole	\$419.77
20,500 L, 250 W, M.H., enclosed fixture, wood pole required	\$439.27
20,500 L, 250 W, M.H., enclosed fixture, steel pole required	\$483.07
36,000 L, 400 W, M.H., enclosed fixture, existing wood pole	\$448.84
36,000 L, 400 W, M.H., enclosed, fixture, wood pole required	\$468.32
36,000 L, 400 W, M.H., enclosed fixture, steel pole required	\$512.20
110,000 L, 1000 W, M.H., enclosed fixture, existing wood pole	\$760.76
110,000 L, 1000 W, M.H., enclosed fixture, wood pole required ...	\$780.28
110,000 L, 1000 W, M.H., enclosed fixture, steel pole required	\$824.13

(1) See "Adders for Additional Facilities," below, for charges to be made for additional facilities. All fixtures must be pole mounted.

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 Original Sheet No. 93

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

For Territory Served as MPS

PRIVATE AREA LIGHTING SERVICE (Continued)
ELECTRIC

ADDERS FOR ADDITIONAL FACILITIES

		<u>Annual Rate Per Unit</u>	
		<u>Overhead Wiring</u>	<u>Underground Wiring</u>
a.	Wood pole and one (1) span of wire in addition to the pole supporting the fixture, per unit per year.	\$19.50	N/A
b.	Steel pole and one (1) span of overhead wire in addition to the pole supporting the fixture, per unit per year.....	\$63.37	N/A
c.	Underground wiring for private lighting per year in excess of that for overhead wiring.	N/A	\$0.62
d.	Underground wiring for private lighting under concrete per foot per year in excess of that for overhead wiring.	N/A	\$2.79
e.	Break away bases for steel poles - each.	\$30.85	\$30.85
f.	Rock removal per foot per year.*	N/A	\$2.20

*This charge shall not apply if customer supplies the ditch and back fills or furnishes conduit in place to Company specifications.

Rock removal referred to in this adder shall be for removal of rock that cannot be dug with conventional chain ditch-digging equipment.

TERMS OF PAYMENT

Customer's monthly bills will be computed at the net rates and will be based on one-twelfth (1/12th) the annual charge. Monthly bills will be computed to the nearest one (1) cent.

RULES AND REGULATIONS

Service will be furnished under Company Rules and Regulations and the special Rules and Regulations on Sheet No. 94.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 95

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

For Territory Served as MPS

NON-STANDARD STREET AND AREA LIGHT FACILITIES
ELECTRIC

AVAILABILITY

This schedule is available to all customers, otherwise qualified to receive service under the Municipal Street Lighting Service or the Private Area Lighting Service, that desire to have non-standard lighting facilities installed and maintained by Company or desire to purchase, own, install and maintain non-standard lighting facilities for which Company provides unmetered energy service.

COMPANY OWNED FACILITIES

Company will purchase, install, own and maintain non-standard, decorative or ornamental street or private area lights where customer agrees to a monthly charge (rate adder) in addition to the monthly charge for an equivalent standard light. An equivalent standard light is a light contained on the Municipal Street Lighting Service or the Private Area Lighting Service Schedules that is the same size (in lumens and watts) and same type (high pressure sodium vapor, metal halide, etc.) as the non-standard light. The rate adder shall be calculated as one and one-half percent (1.5%) of the difference between the installed cost of the non-standard light and the installed cost of the equivalent standard light. The monthly charge shall be the sum of the rate adder and the monthly charge for the equivalent standard light.

The "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under these schedules.

CUSTOMER OWNED FACILITIES, MON64

Where the customer agrees to purchase, install, own and maintain street or area lights, Company will provide unmetered energy only service to those lights. The rate for unmetered energy only service shall be \$0.0532 per kWh per month. The energy consumption in kWh for billing purposes shall be assumed to be the same as the energy consumption of an equivalent standard light as defined above.

The "Tax and License Rider," and "Fuel Adjustment Clause" are applicable to all charges under these schedules.

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

For Territory Served as L&P and MPS

VOLUNTARY LOAD REDUCTION RIDER (Continued)
ELECTRIC

CONDITIONS (Continued)

5. Special Provisions for MPOWER Customers: At its discretion, the Company may request that Customers served on the MPOWER Rider also participate in Voluntary Load Reduction at any time during the year. A separate Contract for service on the Voluntary Load Reduction (VLR) Rider is not required for these customers. Such customers will be subject to the provisions of the VLR Rider except as specifically provided in this paragraph. If a MPOWER Rider occurs during the same period as a Voluntary Load Reduction, the amount of kWh to which the Voluntary Load Reduction credit will be applied shall be calculated by subtracting the Customer's actual load in each hour from the Firm Power Level (as defined in the MPOWER rider), setting the negative differences to zero, and summing these differences across all load reduction hours. If a MPOWER Rider does not occur during the same period as a Voluntary Load Reduction, the amount of kWh to which the Voluntary Load Reduction credit will be applied shall be calculated by subtracting the Customer's actual load in each hour from ninety (90) percent of the Estimated Peak Load (as defined in the MPOWER rider), and summing these differences across all load reduction hours in each calendar day. This sum of the net kWh values then will be multiplied by the credit value per kWh to derive the total bill credit for each day on which the Customer has responded affirmatively to the Company's load reduction request. If the sum of the net kWh values is negative for any calendar day, no credit shall be applied to the bill for that day.

6. Company Equipment: The Customer shall allow the Company to install and maintain the appropriate metering equipment necessary to ensure compliance under the Rider. Such equipment shall be owned and installed by the Company at no cost to the Customer. The Company may provide Customer with access to software for real-time meter information for \$102.35 per month. The Customer will provide a personal computer, telephone line, modem, and other items or personnel necessary to make use of the software.

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P.S.C. MO. No. 1 3rd Revised Sheet No. 99
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KCP&L Greater Missouri Operations Company For Territory Served as L&P and MPS
KANSAS CITY, MO 64106

**CURTAILABLE DEMAND RIDER
ELECTRIC**

APPLICATION

This rider is available to regular full-time Customers, with a demonstrated capability of curtailing two hundred (200) kW or greater of the Customer's "on-peak" demand served by the Company.

Customers must sign a curtailable contract and meet all special conditions listed below.

This rider shall not apply if a service curtailment results from system emergency operating conditions.

The Company reserves the right to limit the total curtailable load scheduled under this rider.

CURTAILMENT PERIOD (ON-PEAK)

The curtailment period shall be the four (4) summer months starting on June 1 and ending on September 30 of each year. When in effect, the curtailment period shall be up to eight (8) hours in duration and normally occur between 12:00 noon to 10:00 p.m. local standard or daylight savings time, as the case may be, for each weekday of the curtailment period, excluding holidays. For purposes of this rider, holidays shall mean Independence Day, Labor Day, or days celebrated as such on a Missouri statewide basis.

MONTHLY RATE

Credit on demand reduction \$2.64 per contracted kW per month

MULTI-YEAR CONTRACT SIGNING BONUS

Those Customers electing to contract for this rider for three (3) years shall receive a contract-signing bonus of \$4.31 per kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

Those Customers electing to contract for this rider for five (5) years shall receive a contract-signing bonus of \$8.59 per kW of contracted demand reduction, payable during the June billing month of each year the contract is in effect.

If for any reason, the Customer is unable to fulfill the requirements of the multi-year requirement, any signing bonus will be refunded in its entirety to the Company.

BILLING

The Customer will be billed under the regular applicable service schedule.

DEMAND REDUCTION

The Customer's actual demand reduction shall be defined as the difference between the Customer's highest monthly actual "on-peak" demand and the Customer's maximum demand during the interruption periods for that month.

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KCP&L Greater Missouri Operations Company For Territory Served as L&P and MPS
KANSAS CITY, MO 64106

CURTAILABLE DEMAND RIDER (Continued)
ELECTRIC

CREDIT

The Customer shall receive a monthly bill credit for each month of the contract year in which the Customer qualifies. The amount of this credit will be equal to the contracted demand reduction times \$2.64.

CREDIT QUALIFICATION

The Customer will be entitled to above credit, if the Customer's actual demand reduction for all reduction periods during the current billing month of the contract year is equal to or greater than the contracted reduction amount. If the Customer fails to reduce demand by the contracted amount, in any requested reduction in any given month, then the Customer is disqualified from receiving credit for that month and assessed a penalty of \$32.04 per kW for all contracted demand reduction quantity. To allow both the Company and Customer to gain experience, the charges for failure to reduce demand by the contracted amount during the first year of the first agreement with a customer shall not exceed the credits for the contract year.

The Customer shall receive the appropriate monthly credit even if the Company does not request a reduction in any given billing period.

SPECIAL CONDITIONS OF SERVICE

1. This rider requires the Customer and Company to enter into a one (1) year, three (3) year, or five (5) year-at the option of the Customer-service contract that specifies the amount of demand contracted for reduction by the Customer. The contracted demand reduction shall not be less than two hundred (200) kW.
2. The contract year will run from June 1 to May 31 of the following year. The Company will notify the Customer before January 1 prior to the contract year of the amount of demand reduction available. The amount of demand reduction available to all Customers will be limited. The Customer shall sign and return the reduction contract by January 31 prior to the contract year.
3. The Customer will not be required to reduce demand more than twenty (20) times in any contract year. The maximum duration of any reduction shall be eight (8) consecutive hours.
4. Company reserves the right to cancel a scheduled curtailment within one (1) hour of start time, but if the cancellation occurs less than one (1) hour before scheduled start time, the cancelled curtailment shall be counted as a separate occurrence of curtailment as if the curtailment had proceeded as scheduled.
5. The Company reserves the right to assure itself that any contracted level of load subject to reduction has a reasonable probability of being on the Company's system during peak load periods and can be readily reduced.

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Canceling P.S.C. MO. No. 1 2nd Revised Sheet No. 103
KCP&L Greater Missouri Operations Company For Territory Served as L&P and MPS
KANSAS CITY, MO 64106

SPECIAL ISOLATED GENERATING PLANT SERVICE
ELECTRIC

AVAILABILITY

This schedule is available for any type service to isolated generating plants constructed or operating by a retail customer. Any such customer with an isolated generating plant that partially or completely fails who accepts service from Company for any period of time will be billed under this schedule for a minimum period of twenty (20) years. All customers receiving service under this schedule shall sign a contract covering the amount of special capacity to be furnished prior to Company purchasing or installing any of the necessary facilities. The maximum amount of capacity to be made available to any such customer under this rate schedule will be the amount that exists in the Company's system that can be provided without affecting service to other customers at the time or in the future.

Any customer who constructs an isolated generating plant, after such construction is completed, may receive under this schedule capacity and energy for sixty (60) days provided such party agrees to the operating procedures established by Company. If, after such sixty (60) day period, such customer continues to receive service, it will automatically be billed under this schedule for a minimum of twenty (20) years.

APPLICABLE

This service is not available for peaking, seasonal use, for resale or parallel operation. Construction of any isolated generating plant shall be deemed completed when the customer first uses such plant to carry all or part of its load. The terms of this schedule do not apply to customers receiving full service from Company who have a small emergency plant for use when Company's service is interrupted and such plant is approved by Company.

CHARACTER OF SERVICE

Service is to be 60 cycles, three-phase at the available primary voltage. The nominal voltage level of primary voltage will be established by Company.

MONTHLY BILLING

Billing under this schedule will consist of:

- (1) capacity charge;
- (2) excess capacity charge;
- (3) energy charge;
- (4) Fuel Adjustment Clause;
- (5) local facilities charge;
- (6) reactive demand adjustment; and
- (7) any applicable taxes and franchise payment.

CAPACITY CHARGE

The capacity charge shall be \$7.75 per kW per month times the capacity reserved by the customer but not less than \$7,722.43 per month. If any service is furnished prior to the execution of the contract by the customer, it will be billed on the amount of his total connected load.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KCP&L Greater Missouri Operations Company For Territory Served as L&P and MPS
KANSAS CITY, MO 64106

SPECIAL ISOLATED GENERATING PLANT SERVICE (Continued)
ELECTRIC

EXCESS CAPACITY CHARGE

All capacity delivered to the customer in excess of the contracted amount will be billed at \$9.92 per kW per month. Such a charge will continue the next eleven (11) months following the month in which the demand is established unless a new higher excess demand is established in which case such higher demand will be used for billing purposes and will also continue for the following eleven (11) consecutive months.

ENERGY CHARGE

All kWh used at \$0.0550 per kWh.

FUEL ADJUSTMENT CLAUSE

The Company "Fuel Adjustment Clause" is applicable to all charges under this schedule.

LOCAL FACILITIES CHARGE

The monthly charge for local facilities will be computed by multiplying twenty-percent (20%) times such investment estimated by Company divided by twelve (12).

MINIMUM MONTHLY BILL

The minimum monthly bill shall be the charge for the amount of capacity contracted for or the connected load capacity, plus any excess capacity charge and local facilities charge, but in no event shall it be less than \$7,722.43.

REACTIVE DEMAND ADJUSTMENT

Company shall determine customer's maximum reactive demand in kVar. Each month a charge or credit of \$0.36 shall be made for each kVar by which the maximum reactive demand is respectively, greater or less than fifty-percent (50%) of customer's maximum kW demand for that month, provided, however, that the number of kVar for which credit is given shall not be more than fifty-percent (50%) of the customer's maximum kW demand in that month.

The reactive demand adjustment will be based on the ratio of the customer's maximum monthly fifteen (15) minute reactive demand in kVar to the customer's maximum kW demand in that month.

TAX AND FRANCHISE PAYMENTS

The Company "Tax and License Rider" is applicable to all charges under this schedule.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KCP&L Greater Missouri Operations Company For Territories Served as L&P and MPS
KANSAS CITY, MO 64106

FUEL ADJUSTMENT CLAUSE ELECTRIC
(Applicable to Service Provided Prior to September 1, 2009)

DEFINITIONS

ACCUMULATION PERIOD:

The two six-month accumulation periods each year through May 31, 2011, the two corresponding twelve-month recovery periods and filing dates will be as follows:

<u>Accumulation Period</u>	<u>Filing Date</u>	<u>Recovery Period</u>
June – November	By January 1	March – February
December – May	By July 1	September – August

RECOVERY PERIOD:

The billing months during which the Cost Adjustment Factor (CAF) for each of the respective accumulation periods are applied to retail customer billings on a per kilowatt-hour (kWh) basis.

COSTS:

Costs eligible for Fuel Adjustment Clause (FAC) will be the Company's allocated variable Missouri Jurisdictional costs for the fuel component of the Company's generating units, purchased power energy charges, and emission allowance costs. Eligible costs do not include the purchased power demand costs associated with purchased power contracts.

APPLICATION

The price per kWh of electricity sold will be adjusted subject to application of the FAC mechanism and approval by the Missouri Public Service Commission. The price will reflect accumulation period Missouri Jurisdictional costs above or below base costs for:

1. variable fuel components related to the Company's electric generating plants;
2. purchased power energy charges;
3. emission allowance costs;
4. an adjustment for recovery period sales variation. This is based on the difference between the values of the FAC as adjusted minus actual FAC revenue during the recovery period. This amount will be collected or refunded during a succeeding recovery period;
5. interest on deferred electric energy costs, which shall be determined monthly. Interest shall be calculated at a rate equal to the weighted average interest rate paid on short-term debt, applied to the month-end balance of deferred electric energy costs. The accumulated interest shall be included in the determination of the CAF.

The FAC will be the aggregation of (1), (2), (3), minus the base cost of fuel, all times 95%, plus or minus (4), plus (5), above.

The Cost Adjustment Factor is the result of dividing the FAC by estimated kWh sales during the recovery period, rounded to the nearest \$.0001, and aggregating over two accumulation periods. The formula and components are displayed below.

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STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

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KCP&L Greater Missouri Operations Company For Territories Served as L&P and MPS
KANSAS CITY, MO 64106

FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC
 (Applicable to Service Provided Prior to September 1, 2009)

$$FAC_{Sec} = \{[95\% * (F + P + E - B)] * \{(S_{ASec} * L_{Sec}) / [(S_{ASec} * L_{Sec}) + (S_{APrim} * L_{Prim})]\}\} + C_{Sec}$$

$$FAC_{Prim} = \{[95\% * (F + P + E - B)] * \{(S_{APrim} * L_{Prim}) / [(S_{ASec} * L_{Sec}) + (S_{APrim} * L_{Prim})]\}\} + C_{Prim}$$

The Cost Adjustment Factor (CAF) is as follows:

$$\text{Single Accumulation Period Secondary Voltage CAF} = FAC_{Sec} / S_{RSec}$$

$$\text{Single Accumulation Period Primary Voltage CAF} = FAC_{Prim} / S_{RPrim}$$

Annual Secondary Voltage CAF =

Aggregation of the Single Accumulation Period Secondary Voltage CAFs still to be recovered

Annual Primary Voltage CAF =

Aggregation of the Single Accumulation Period Primary Voltage CAFs still to be recovered

Where:

FAC_{Sec} = Secondary Voltage FAC

FAC_{Prim} = Primary Voltage FAC

95% = Customer responsibility for fuel variance from base level

F = Actual variable cost of fuel in FERC Accounts 501 & 547

P = Actual cost of purchased energy in FERC Account 555

E = Actual emission allowance cost in FERC Account 509

B = Base variable fuel costs, purchased energy, and emission allowances are calculated as shown below:

L&P S_A x \$0.01799

MPS S_A x \$0.02538

C = Under / Over recovery determined in the true-up of prior recovery period cost, including accumulated interest, and modifications due to prudence reviews

C_{Sec} = Lower than Primary Voltage Customers

C_{Prim} = Primary and Higher Voltage Customers

S_A = Actual sales (kWh) for the accumulation period

S_{ASec} = Lower than Primary Voltage Customers

S_{APrim} = Primary and Higher Voltage Customers

S_R = Estimated sales (kWh) for the recovery period

S_{RSec} = Lower than Primary Voltage Customers

S_{RPrim} = Primary and Higher Voltage Customers

L = Loss factor by voltage level

L_{Sec} = Lower than Primary Customers

L_{Prim} = Primary and Higher Customers

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1 1st Revised Sheet No. 126
Canceling P.S.C. MO. No. 1 Original Sheet No. 126
KCP&L Greater Missouri Operations Company For Territories Served as L&P and MPS
KANSAS CITY, MO 64106

FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC
(Applicable to Service Provided Prior to September 1, 2009)

The FAC will be calculated separately for KCP&L Greater Missouri Operations Company - L&P and KCP&L Greater Missouri Operations Company - MPS and by voltage level, and the resultant CAF's will be applied to customers in the respective divisions and voltage levels.

APPLICABLE BASE ENERGY COST

Company base energy cost per kWh sold, \$0.01799 for L&P, and \$0.02538 for MPS. These base energy costs are to be used for the calculations of the over/under accumulation up until the effective date of this tariff.

TRUE-UPS AND PRUDENCE REVIEWS

There shall be prudence reviews of costs and the true-up of revenues collected with costs intended for collection. FAC costs collected in rates will be refundable based on true-up results and findings in regard to prudence. Adjustments, if any, necessary by Commission order pursuant to any prudence review shall also be placed in the FAC for collection unless a separate refund is ordered by the Commission. True-ups occur at the end of each recovery period. Prudence reviews shall occur no less frequently than at 18 month intervals.

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P.S.C. MO. No. 1

Original Sheet No. 127.1

Canceling P.S.C. MO. No. _____

Sheet No. _____

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

For Territories Served as L&P and MPS

FUEL ADJUSTMENT CLAUSE ELECTRIC
(Applicable to Service Provided September 1, 2009 and Thereafter)

DEFINITIONS

ACCUMULATION PERIODS, FILING DATES AND RECOVERY PERIODS:

The two six-month accumulation periods each year through August 5, 2013, the two corresponding twelve-month recovery periods and the filing dates will be as shown below. Each filing shall include detailed work papers in electronic format to support the filing.

<u>Accumulation Periods</u>	<u>Filing Dates</u>	<u>Recovery Periods</u>
June – November	By January 1	March – February
December – May	By July 1	September – August

A recovery period consists of the billing months during which the Cost Adjustment Factor (CAF) for each of the respective accumulation periods are applied to retail customer billings on a per kilowatt-hour (kWh) basis.

COSTS AND REVENUES:

Costs eligible for the Fuel Adjustment Clause (FAC) will be the Company's allocated Jurisdictional costs for the fuel component of the Company's generating units, including costs associated with the Company's fuel hedging program; purchased power energy charges, including applicable transmission fees; applicable Southwest Power Pool (SPP) costs, and emission allowance costs - all as incurred during the accumulation period. These costs will be offset by off-system sales revenues, applicable net SPP revenues, and any emission allowance revenues collected during the accumulation period. Eligible costs do not include the purchased power demand costs associated with purchased power contracts in excess of one year.

APPLICABILITY

The price per kWh of electricity sold to retail customers will be adjusted (up or down) periodically subject to application of the FAC mechanism and approval by the Missouri Public Service Commission.

The CAF is the result of dividing the Fuel and Purchased Power Adjustment (FPA) by forecasted retail net system input (RNSI) during the recovery period, rounded to the nearest \$.0001, and aggregating over two accumulation periods. A CAF will appear on a separate line on retail customers' bills and represents the rate charged to customers to recover the FPA.

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P.S.C. MO. No. 1

Original Sheet No. 127.2

Canceling P.S.C. MO. No. _____

Sheet No. _____

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

For Territories Served as L&P and MPS

FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC

(Applicable to Service Provided September 1, 2009 and Thereafter)

FORMULAS AND DEFINITIONS OF COMPONENTS

$$FPA = 95\% * ((TEC - B) * J) + C + I$$

$$CAF = FPA/RNSI$$

$$\text{Single Accumulation Period Secondary Voltage } CAF_{Sec} = CAF * XF_{Sec}$$

$$\text{Single Accumulation Period Primary Voltage } CAF_{Prim} = CAF * XF_{Prim}$$

Annual Secondary Voltage CAF =

Aggregation of the Single Accumulation Period Secondary Voltage CAFs still to be recovered

Annual Primary Voltage CAF =

Aggregation of the Single Accumulation Period Primary Voltage CAFs still to be recovered

Where:

FPA = Fuel and Purchased Power Adjustment

CAF = Cost Adjustment Factor

95% = Customer responsibility for fuel variance from base level.

TEC = Total Energy Cost = (FC + EC + PP - OSSR):

FC = Fuel Costs Incurred to Support Sales:

- The following costs reflected in Federal Energy Regulatory Commission (FERC) Account Numbers 501 & 502: coal commodity and railroad transportation, switching and demurrage charges, applicable taxes, natural gas costs, alternative fuel (i.e. tires and bio-fuel), fuel additives, quality adjustments assessed by coal suppliers, fuel hedging cost (hedging is defined as realized losses and cost minus realized gains associated with mitigating volatility in the Company's cost of fuel, including but not limited to, the Company's use of futures, options and over-the-counter derivatives including, without limitation, futures contracts, puts, calls, caps, floors, collars, and swaps), fuel oil adjustments included in commodity and transportation costs, broker commissions and fees associated with price hedges, oil costs, ash disposal revenues and expenses, fuel used for fuel handling, and settlement proceeds, insurance recoveries, subrogation recoveries for increased fuel expenses in Account 501

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Issued by: Chris Giles, Vice President

Effective:

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No. 1

Original Sheet No. 127.3

Canceling P.S.C. MO. No. _____

Sheet No. _____

KCP&L Greater Missouri Operations Company

For Territories Served as L&P and MPS

KANSAS CITY, MO 64106

FUEL ADJUSTMENT CLAUSE (CONTINUED)

ELECTRIC

(Applicable to Service Provided September 1, 2009 and Thereafter)

- The following costs reflected in FERC Account Number 547: natural gas generation costs related to commodity, oil, transportation, storage, fuel losses, hedging costs, fuel additives, fuel used for fuel handling, and settlement proceeds, insurance recoveries, subrogation recoveries for increased fuel expenses, broker commissions and fees in Account 547.

EC = Net Emissions Costs:

- The following costs reflected in FERC Account Number 509 or any other account FERC may designate for emissions expenses in the future: Emission allowances costs and revenues from the sale of SO₂ emission allowances.

PP = Purchased Power Costs:

- Purchased power costs reflected in FERC Account Numbers 555, 565, and 575: Purchased power costs, settlement proceeds, insurance recoveries, and subrogation recoveries for increased purchased power expenses in Account 555, excluding SPP and MISO administrative fees and excluding capacity charges for purchased power contracts with terms in excess of one (1) year.

OSSR = Revenues from Off-System Sales:

- Revenues from Off-system Sales shall exclude long-term full & partial requirements sales associated with GMO.

B = Base energy costs are costs as defined in the description of TEC (Total Energy Cost). Base Energy costs will be calculated as shown below:

L&P NSI x Applicable Base Energy Cost

MPS NSI x Applicable Base Energy Cost

J = Energy retail ratio = Retail kWh sales/total system kWh

Where: total system kWh equals retail and full and partial requirements sales associated with GMO.

C = Under / Over recovery determined in the true-up of prior recovery period cost, including accumulated interest, and modifications due to prudence reviews

I = Interest on deferred electric energy costs calculated at a rate equal to the weighted average interest paid on short-term debt applied to the month-end balance of deferred electric energy costs

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Sheet No. _____

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

For Territories Served as L&P and MPS

FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC

(Applicable to Service Provided September 1, 2009 and Thereafter)

RNSI = Forecasted retail net system input in kWh for the Recovery Period

XF = Expansion factor by voltage level

XF_{Sec} = Expansion factor for lower than primary voltage customers

XF_{Prim} = Expansion factor for primary and higher voltage customers

NSI = Net system input (kWh) for the accumulation period

The FPA will be calculated separately for L&P and MPS, and by voltage level, and the resultant CAF's will be applied to customers in the respective divisions and voltage levels.

APPLICABLE BASE ENERGY COST

Company base energy costs per kWh:

\$0.01642 for L&P.

\$0.02348 for MPS

TRUE-UPS AND PRUDENCE REVIEWS

There shall be prudence reviews of costs and the true-up of revenues collected with costs intended for collection. FAC costs collected in rates will be refundable based on true-up results and findings in regard to prudence. Adjustments, if any, necessary by Commission order pursuant to any prudence review shall also be placed in the FAC for collection unless a separate refund is ordered by the Commission. True-ups occur at the end of each recovery period. Prudence reviews shall occur no less frequently than at 18 month intervals.

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Sheet No. _____

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

For Territories Served as L&P and MPS

FUEL ADJUSTMENT CLAUSE (CONTINUED)
ELECTRIC
 (Applicable to Service Provided September 1, 2009 and Thereafter)

COST ADJUSTMENT FACTOR

		MPS	L&P
Accumulation Period Ending			
1 Total Energy Cost (TEC)			
2 Base energy cost (B)	-		
3 First Interim Total			
4 Jurisdictional Factor (J)	*		
5 Second Interim Total			
6 Customer Responsibility	*	95%	95%
7 Third Interim Total			
8 Adjustment for Under / Over recovery for prior periods and Modifications due to prudence reviews (C)	+		
9 Interest (I)	+		
10 Fuel and Purchased Power Adjustment (FPA)			
11 RNSI	÷		
12 Fourth Interim Total			
13 Current period CAF _{Prim} (= Line 12 * XF _{Prim})			
14 Previous period CAF _{Prim}	+		
15 Current annual CAF _{Prim}			
16 Current period CAF _{Sec} (= Line 12 * XF _{Sec})			
17 Previous period CAF _{Sec}	+		
18 Current annual CAF _{Sec}			

Expansion Factors (XF):

<u>Network:</u>	<u>Primary</u>	<u>Secondary</u>
MPS	1.0444	1.0679
L&P	1.0444	1.0700

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P.S.C. MO. No. 1 8th Revised Sheet No. R-3
Canceling P.S.C. MO. No. 1 7th Revised Sheet No. R-3

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

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

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Sheet No. _____

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

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program

A. PURPOSE:

The Economic Relief Pilot Program (ERPP) offered by the Company provides an opportunity to relieve the financial hardship experienced by some of our customers. Through this three (3) year pilot* we shall endeavor to insure this program is a valuable and viable program for customers.

B. APPLICATION:

This ERPP is applicable to qualified customers for residential service billed under Schedule MO910, MO920 or MO922 for the L&P territory or Schedule MO860 or MO870 for the MPS territory.

The ERPP will, on a pilot basis, provide up to 1,000 participants with a fixed credit on their monthly bill (ERPP credit), for a period up to 12 months from the billing cycle designated by the Company as the participant's first month until the billing cycle designated as the participant's last for ERPP. At the end of the 12 month period, a customer may reapply to participate further in the program through the term of the pilot program.

C. DEFINITIONS:

Qualified Customer – A customer receiving residential service under Schedule MO910, MO920 or MO922 for the L&P territory or Schedule MO860 or MO870 for the MPS territory.

who is classified as low-income by the Missouri Department of Social Service criteria and whose annual household income is no greater than 185% of the federal poverty level, as established by the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Services under the authority of 42 U.S.C. 9902 (2).

Applicant – A qualified customer who submits an ERPP application form for the ERPP credit.

Participant – An applicant who agrees to the terms of the ERPP and is accepted by the Company.

Program Funds – Annual ratepayer funding for the ERPP is \$315,000. Ratepayer funding shall be matched dollar for dollar by the Company. The \$630,000 annual sum of ratepayer funding and Company matching funds shall be the "program funds".

Agencies- The social service agencies serving the Company's service territory that qualify and assist ERPP customers pursuant to written contract between the Company and the Agencies.

* The three year pilot begins on the original effective date of this program.

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

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

D. AVAILABILITY:

Service under this rate schedule shall be available to up to 1,000 participants in the Company's service area who satisfy the following eligibility requirements:

1. Participant must be a customer receiving residential service under the Company's Schedule MO910, MO920 or MO922 for the L&P territory or Schedule MO860 or MO870 for the MPS territory.
2. Participant's annual household income must be verified initially, and annually thereafter, as being no greater than 185 percent (185%) of the federal poverty level.
3. Participants who have outstanding arrearages will enter special pay agreements as mutually agreed to by both the Participant and the Company.
4. Participants must provide, via an interview or questionnaire, information related to their energy use and program participation. Any information provided in these interviews or questionnaires that is later made public will not be associated with the participant's name.
5. Any provision of the Company's rules and regulations applicable to the Company's Schedule MO910, MO920 or MO922 customers for the L&P territory or Schedule MO860 or MO870 customers for the MPS territory will also apply to ERPP participants.
6. Participants will not be subject to late payment penalties while participating in the program.

E. ENERGY ASSISTANCE:

1. Participants who have not previously completed an application for a LIHEAP ("Low-Income Home Energy Assistance Program") grant agree to apply for a LIHEAP grant when such grants become available. The Company, through the Agencies, shall assist ERPP participants with completion of LIHEAP application forms when such assistance is requested.
2. Applicants agree to apply for any other available energy assistance programs identified by the Company.

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

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

F. CREDIT AMOUNT:

Participants shall receive the available ERPP credit for so long as the participant continues to meet the ERPP eligibility requirements and reapplies to the program as required.

Up to 1,000 participants shall receive the ERPP credit in the amount of each participant's average bill for the most recent 12 months bills, not to exceed \$50 per month. The credit amount will be determined by the Company at the time of enrollment.

G. DISCONTINUANCE AND REINSTATEMENT:

The Company will discontinue a participant's ERPP credit for any of the following reasons:

1. If the Company, through the Agencies, determines the participant no longer meets the eligibility requirements set forth in this tariff.
2. If the participant submits a written request to the Company asking that the ERPP credit be discontinued.
3. If the participant does not conform to the Company's rules and regulations as approved by the Missouri Public Service Commission, and as a result the participant has service discontinued for
Schedule MO910, MO920 or MO922 for the L&P territory or
Schedule MO860 or MO870 for the MPS territory.

Reinstatement of the ERPP credit following discontinuance in the above circumstances and after the participant again meets the eligibility requirements will be at the discretion of the Company.

H. MISAPPLICATION OF THE ERPP CREDIT:

Providing incorrect or misleading information to obtain the ERPP credit shall constitute a misapplication of the ERPP credit. If this occurs the Company may discontinue the ERPP credit and rebill the account for the amount of all ERPP credits received by the participant. Failure to reimburse the Company for the misapplication of the ERPP credits may result in termination of customer's electric service pursuant to the Company's rules and regulations. However, nothing in this experimental tariff shall be interpreted as limiting the Company's rights under any provisions of any applicable law or tariff.

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Sheet No. _____

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

For Territory Served as L&P and MPS

RULES AND REGULATIONS
ELECTRIC

9.17 Economic Relief Pilot Program (Continued)

I. OTHER CONDITIONS:

The ERPP program has been designed so that the Company neither profits from nor incurs losses as a result of offering this experimental program.

Costs of administering the program, including those costs charged by the Agencies, shall be paid from the program funds.

The Company will gather and maintain participant data on usage, arrears, payments and other relevant factors to be used in the evaluation of the program.

The Company shall make non-confidential data, as well as any and all program evaluations that are conducted, available to the parties.

The pilot program may be evaluated in any Company rate or complaint case. The evaluation shall be conducted by an independent third party evaluator under contract with the Company, that is acceptable to the Company, Commission Staff and the Public Counsel. The costs of the evaluator shall be paid from the program funds.

If any program funds in excess of actual program expenses remain at the end of the ERPP program, the Company shall redirect the excess funds to tariffed demand-side management programs.

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KCP&L Greater Missouri Operations Company

For Territory Served as L&P and MPS

KANSAS CITY, MO 64106

RULES AND REGULATIONS ELECTRIC

12. SUMMARY OF TYPES AND AMOUNT OF CHARGES ALLOWED

<u>Section</u>	<u>Type of Charge</u>	<u>Amount of Charge</u>
2.04(G)	Security Deposits Standard New customer	Two (2) times highest billing One-sixth (1/6) of estimated annual billing
2.07(A)	Reconnect Charge Normal business hours Outside of normal business hours	\$30.00 \$50.00
2.07(B)	Connection Charge Outside of normal business hours	\$50.00
2.07(C)	Collection Charge	\$25.00
2.08(B)	Temporary Service, Up and down costs	Actual costs less salvage
2.09	Returned Check Charge	\$30.00
4.02(B)	Meter tampering	All associated costs
4.03(B)	Safety code violation	Company corrects violation and bills customer for all associated costs
4.08	Relocation of Company facilities	Contribution for any part of the estimated cost that cannot be supported by any additional revenue resulting from the relocation
4.09	Moving structure(s)	All associated costs
5.01(D)	Demand meter contact signals	Contribution-investment cost of providing such signals, plus related monthly operating costs
5.04	Billing adjustment	Varies by type and period to be adjusted depending upon revenue class
6.04(C)	Special meter reading Other than normal read date Outside of normal business hours	\$12.00 \$16.00

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GMO-L&P Iatan Common to Include in Rate Base- Example

Unit 1 AQCS costs paid or approved for payment at 5/31/09, as projected	422,812,641
Unit 1 Control Budget, less contingencies	<u>455,094,402 (1)</u>
Percentage paid of approved for payment	93%
Iatan Common costs included in Control Budgets:	
Unit 1 Control Budget	114,100,000
Unit 2 Control Budget	<u>268,900,000</u>
	383,000,000
Percentage paid or approved for payment	<u>93%</u>
Iatan Common costs paid or approved for payment at 5/31/09, as projected	355,832,198
GMO-L&P accredited capacity ownership	<u>18%</u>
	64,049,796
Iatan Common AFUDC to include in rate base	<u>3,423,587</u>
	67,473,383
Allocation Factor for Iatan Unit 1 Share of Common	44% (2)
Iatan Common costs to include in rate base	<u><u>29,741,557</u></u>

(1) Calculated as \$484.1 million per Control Budget less \$29,005,598 contingencies per first quarter 2009 Strategic Infrastructure Investment Status Report ("CEP update").

(2) Unit 1's share of Iatan Common costs based on MW ownership

Unit 1 MW	670
Unit 2 MW	<u>850</u>
	1,520
Unit 1's share	44%

KCP&L GREATER MISSOURI OPERATIONS COMPANY
For Its Operations serving the territories it formerly served as Aquila
Networks-MPS (“MPS”) and as Aquila Networks-L&P (L&P)

BALANCING METHODOLOGY

Jurisdictional Identification: KCP&L Greater Missouri Operations Company (“GMO”)
For All Territories It Formerly Served as L&P and MPS

HOURLY BALANCING METHODOLOGY:

The purpose of the hourly balancing methodology is to assign purchased power costs to MPS and L&P as well as to further distinguish purchased power and generation resources between native load and wholesale margin sourcing. The methodology can be broken down to 4 key steps as follows:

Step 1:

Identify the hourly load requirement of MPS and L&P control areas individually. Load requirement can be broken down to generation and interchange net load. Any auxiliary or plant usage (e.g., negative net generation) is added to the respective division’s load requirement.

Step 2:

Assign coal generation and firm contract resources to the divisions.

- Coal generation and firm contracts will be split into 4 groups - MPS minimum load, MPS generation & firm contracts, L&P minimum loads, and L&P generation and firm contracts.
- Within these 4 subgroupings, all resources are sorted from least expensive cost per MWh to most expensive cost per MWh.
- The MPS load requirement (identified in Step 1) is reduced first by resources in the MPS minimum load grouping and then the MPS generation & firm contract grouping until the load requirement is reduced to 0 MWh or all MPS resources are used. Assignment is made from within the subgroups based on pricing with lowest cost resource assigned first, then the next lowest price resource, and so on until all resources are assigned.
- The L&P load requirement (identified in Step 1) is reduced first by resources in the L&P minimum load grouping and then the L&P generation & firm contract grouping until the load requirement is reduced to 0 MWh or all L&P resources are used. Assignment is made from within the subgroups based on pricing with lowest cost resource assigned first, then the next lowest price resource, and so on until all resources are assigned.

- Any resources unused at the end of Step 2 are moved to Step 3 as a resource.
- Generation imbalances with the Southwest Power Pool (“SPP”) Energy Imbalance Market (“EIM”) are included in Step 2 if from coal generation and are assigned based on price within the generation & firm contracts subgroupings.

Step 3:

Assign non-firm purchased power and non-coal generation to the divisions. Non-coal generation includes any SPP EIM imbalance on a non-coal generating unit. Non-firm purchased power includes any SPP EIM hourly purchase.

- Calculate an open load allocation percentage for MPS and L&P based on each division’s open load requirement at the end of Step 2.
- Sort all available resources (non-firm purchased power, non-coal generation, and coal generation or firm purchased power not assigned in Step 2 from least expensive cost per MWh to most expensive cost per MWh.
- Beginning with the least expensive resource, assign each resource to MPS and L&P based on the open load requirement percentage. Each division will receive the allocation percentage of each resource until the load requirement is 0 MWh.

This step will create a potential for replacement power between the two divisions if coal or firm contract resources from one division are utilized by the other division. For example, if L&P is assigned Sibley coal generation in Step 3, L&P may be required to replace the Sibley power before participating in an off-system sale opportunity. Replacement power is handled in Step 4.

Step 4:

Allocate off-system sales between MPS and L&P and assign resources for supplying the sale. Off-system sales include any SPP EIM hourly sales.

Off-system sales activity will be divided into two (2) subgroups: committed sales and non-firm sales. The committed sales grouping is sourced before the non-firm sales grouping.

Currently, GMO has only 1 committed sale – WAPA SWAP contract. The WAPA contract is with counterparty TEA. MPS provides the power to TEA customers and in exchange power is supplied to Black Hills Corporate (formerly the Aquila Division West Plains Energy Colorado). The MPS sale is assigned a resource based on the least expensive resource available at the beginning of Step 4. The revenue from WAPA is calculated outside the balancing routine and is based on a contractual price which includes a FERC fuel clause component. The revenue and cost are recorded in PeopleSoft accounts specifically assigned to

track the WAPA SWAP margin (revenue is account 447035 and cost is account 555035).

After committed sales are sourced, non-firm off-system sales are sourced from the remaining resources. The sale is assigned to MPS or L&P based on the resources available. All generation (coal, gas or oil generation) and firm purchased power is assigned to the division where the asset resides. Non-firm purchased power is allocated between MPS and L&P based on the hour's load requirement after any resource replacement has been assigned.

The hour's load requirement allocation is the percentage of each division's load requirement (identified in Step 1) over the total system load requirement for the hour. This allocation percentage would look only at the system generation and net interchange load for the hour and ignore any net auxiliary.

Replacement power occurs when coal generation or firm contract MWhs are assigned from one division to the other in Step 3 or in Step 4 for a committed sale. Before the load requirement allocation is assigned to non-firm purchased power in Step 4, an equal amount of step 4 non-firm purchased power resources is assigned to the Division giving up the resource in Step 3 or 4 (committed sale) equal to the cost of the Step 3 or 4 assigned resources. After the replacement cost is assigned in Step 4 non-firm sales (thereby providing the giving Division opportunity at the related sale), any remaining non-firm purchased power is allocated between MPS and L&P based on the load requirement allocation percentage.

Once all resources are assigned to MPS and L&P, a corresponding number of each sale's MWhs for the hour are assigned to the respective divisions.

The resources in Step 4 are assigned based on cost with the least expensive resource assigned first and each resource thereafter assigned based on the Step 4 rules with the next least expensive resource assigned until all resources are assigned.

KCP&L Greater Missouri Operations Company- L&P
Iatan Unit 1 AQCS Project Costs including Common Costs

	<u>4/30/2009</u>	<u>5/31/2009</u>
Iatan Unit 1 AQCS:		
Costs paid or approved for payment	\$ 54,420,337	\$ 55,409,163
AFUDC	3,187,236	3,187,236
Property taxes	80,473	80,473
	<u>\$ 57,688,046</u>	<u>\$ 58,676,872</u>
Common Costs:		
Included in Unit 1 Control Budget	\$ 7,994,874	\$ 8,148,292
Included in Unit 2 Control Budget	12,355,410	12,592,572
AFUDC	1,220,801	1,220,801
Property taxes	32,012	32,012
	<u>\$ 21,603,097</u>	<u>\$ 21,993,677</u>
Rate Base	<u>\$ 79,291,143</u>	<u>\$ 80,670,549</u>

These amounts represent what the Company has on its books that will be used as the starting point for evaluation and possible modification in the Company's next rate case.

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

In the Matter of the Tariff Filing of KCP&L)	
Greater Missouri Operations Company, to)	
Implement a General Rate Increase for Retail)	
Electric Service Provided to Customers in its)	<u>Case No. ER-2009-0090</u>
Missouri Service Areas it formerly served as)	Tariff No. JE-2009-0913
Aquila Networks—MPS and Aquila Networks—)	
L&P.)	

**NONUNANIMOUS STIPULATION AND AGREEMENT
REGARDING PENSIONS**

COMES NOW KCP&L Greater Missouri Operations Company (“GMO”) and the Staff of the Missouri Public Service Commission (“Staff”), and respectfully state to the Missouri Public Service Commission (“Commission”):

1. GMO and the Staff have reached an agreement (“2009 GMO Pension Stipulation”) that resolves between them (1) the amounts of pension costs for GMO as of April 30, 2009 that are included in GMO’s customer rates that will be established in this case, Case No. ER-2009-0090-, and (2) the appropriate accounting treatment of pension cost for ratemaking purposes—the same treatment they agreed-upon and the Commission approved in GMO’s last rate case, Case No. ER-2007-0004.

2. The GMO and the Staff agree that the customer rates established in this case, Case No. ER-2009-0090, for the territory GMO formerly served as Aquila Networks-MPS (“MPS”) will include a \$431,799 annual provision, prior to capitalization, for electric jurisdictional pension cost, and that the customer rates established in this case for the territory GMO formerly served as Aquila Networks-L&P (“L&P”) will include a \$36,289 annual provision, prior to capitalization, for electric jurisdictional pension cost. Separately for MPS and for L&P, GMO is authorized to reflect pension cost equal to the respective provision for the ERISA minimum and record the difference between the ERISA minimum and the annual

provision for pension cost as a regulatory asset or liability. These regulatory assets and/or liabilities are intended to track separately for MPS and L&P, the difference between the provision for the ERISA minimum contribution included in costs of service for MPS and L&P in this case, and the actual ERISA minimum contributions made for MPS and L&P, respectively, after the effective date of rates established in this case. These regulatory assets and/or liabilities will continue to be tracked beginning with the effective date of rates in this case and will be included in the rate bases of MPS and L&P in GMO's next rate case and amortized over five- (5) year periods. GMO is authorized to make such additional entries as are appropriate under Statement of Financial Accounting Standard ("SFAS") No. 71 to reflect that rates do not include SFAS No. 87 treatment in cost of service.

3. The customer rates established in this case for the territory GMO formerly served as MPS will reflect a regulatory liability/rate base offset for the tracker discussed in the previous paragraph of \$5,299,783. The customer established in this case for the territory GMO formerly served as L&P will reflect a regulatory liability/rate base offset for the tracker discussed in the previous paragraph of \$84,746. Included in these rates is a five- (5) year amortization of the respective regulatory liabilities, prior to capitalization. This amortization will begin with the effective date of rates established in this case.

4. The customer rates established in this case for the territory GMO formerly served as MPS will include a \$2,110,436 annual provision, prior to capitalization, for electric jurisdictional prepaid pension amortization. This amortization is in effect for a five and one-half (5 ½) year period beginning with the effective date of rates established in Case No. ER-2004-0034, and concluding October 31, 2009. The customer rates established in this case for the territory GMO formerly served as L&P will include a \$3,352,742 annual provision, prior to capitalization, for electric jurisdictional prepaid pension amortization. This amortization is in

effect for a nine and one-quarter (9 ¼) year period beginning with the effective date of rates established in Case No. ER-2004-0034, and concluding July 31, 2013. The unamortized balances of the regulatory assets established as result of this ratemaking treatment are included in the respective rate bases

GENERAL PROVISIONS OF STIPULATION

5. GMO and the Staff may file suggestions, a memorandum or other pleading in support of this 2009 GMO Pension Stipulation. Both GMO and the Staff shall have the right to file suggestions, a memorandum or other pleadings in response. The contents of any such suggestions, memorandum or other pleading provided by GMO or the Staff will be its own.

6. This 2009 GMO Pension Stipulation is being entered into solely for the purpose of disposing of particular issues in Case No. ER-2009-0090. Except as expressly and specifically addressed otherwise in this 2009 GMO Pension Stipulation, neither GMO nor the Staff shall be deemed to have approved, accepted, agreed, consented, or acquiesced in, including without limitation, any procedural principle, question of Commission authority, accounting authority order principle, cost of capital principle or methodology, capital structure principle or methodology, decommissioning methodology, ratemaking principle, valuation methodology, cost of service methodology or determination, depreciation principle or method, rate design methodology, cost allocation principle or methodology, cost recovery principle or methodology, or prudence question that may underlie this 2009 GMO Pension Stipulation, or for which provision is made in this 2009 GMO Pension Stipulation.

7. This 2009 GMO Pension Stipulation represents a negotiated settlement. Except as specified herein, neither GMO nor the Staff shall be prejudiced, bound by, or in any way affected by the terms of this 2009 GMO Pension Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; (c) in any pending judicial review

and/or appeal including, but not limited to, those arising from Commission Case Nos. ER-2007-0004, EO-2008-0216, EO-2008-0415, EO-2009-0254 and EM-2007-0374; or (d) in this proceeding should the Commission decide not to approve this 2009 GMO Pension Stipulation, or in any way condition its approval of same.

8. The provisions of this 2009 GMO Pension Stipulation have resulted from extensive negotiations between GMO and the Staff and are interdependent. If the Commission does not approve and adopt the terms of this 2009 GMO Pension Stipulation in total, it shall be void and neither GMO nor the Staff shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof, unless otherwise agreed to by GMO or the Staff.

9. If approved and adopted by the Commission, this 2009 GMO Pension Stipulation shall constitute a binding agreement among GMO and the Staff. GMO and the Staff shall cooperate in defending the validity and enforceability of this 2009 GMO Pension Stipulation and the operation of this 2009 GMO Pension Stipulation according to its terms.

10. This 2009 GMO Pension Stipulation does not constitute a contract with the Commission. Acceptance of this 2009 Pension GMO Stipulation by the Commission shall not be deemed as constituting an agreement on the part of the Commission to forego the use of any discovery, investigative or other power which the Commission presently has. Thus, nothing in this 2009 GMO Pension Stipulation is intended to impinge or restrict in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

11. If the Commission does not unconditionally approve this 2009 GMO Pension Stipulation without modification, and notwithstanding its provision that it shall become void thereon, neither this 2009 GMO Pension Stipulation, nor any matters associated with its consideration by the Commission, shall be considered or argued to be a waiver of the rights that

either GMO or the Staff has to a hearing on the issues presented by this 2009 GMO Pension Stipulation, for cross-examination, or for a decision in accordance with Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and both GMO and the Staff shall retain all procedural and due process rights as fully as though this 2009 GMO Pension Stipulation had not been presented for approval, and any suggestions, memoranda, testimony or exhibits that have been offered or received in support of this 2009 GMO Pension Stipulation shall thereupon 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 further purpose whatsoever, unless otherwise agreed to by both GMO and the Staff.

12. If the Commission accepts the specific terms of this 2009 GMO Pension Stipulation, both GMO and the Staff waive their respective rights to cross-examine witnesses; their respective rights to present oral argument and written briefs pursuant to Section 536.080.1 RSMo 2000; and their respective rights to judicial review pursuant to Section 386.510 RSMo 2000. GMO and the Staff agree that their pre-filed testimony and exhibits regarding the pension issues addressed by this 2009 GMO Pension Stipulation shall be entered into the record without the necessity of the witnesses taking the witness stand.

13. If the Commission has questions for representatives or witnesses of GMO or the Staff, GMO and the Staff shall make available, at any on-the-record session, their witnesses and attorneys for the issues settled by this 2009 GMO Pension Stipulation, provided that both GMO and the Staff are given adequate notice of the on-the-record session. GMO and the Staff agree to cooperate in presenting this 2009 GMO Pension Stipulation to the Commission for approval, and shall take no action, directly or indirectly, in opposition to approval of this 2009 GMO Pension Stipulation.

14. This 2009 GMO Pension Stipulation embodies the entirety of the agreements between GMO and the Staff regarding pension and other post employment benefits issues in this case, and may be modified by GMO and the Staff only by a written amendment executed by both of them.

WHEREFORE, KCP&L Greater Missouri Operations Company and the Staff of the Missouri Public Service Commission respectfully request the Commission to issue an order in this case approving their Non-Unanimous Stipulation and Agreement Regarding Pensions, subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Nathan Williams by JMF

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ATTORNEY FOR
KCP&L GREATER MISSOURI
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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 22nd day of May 2009.

/s/ James M. Fischer

James M. Fischer

**Appendix C
Exhibits List**

Exhibit No.	Description
KCP&L Greater Missouri Operations Company	
GMO-1	Jimmy D. Alberts Direct
GMO-2	Jimmy D. Alberts Rebuttal
GMO-3 HC	Wm. Edward Blunk Direct – HC
GMO-3 NP	Wm. Edward Blunk Direct – NP
GMO-4 HC	Wm. Edward Blunk Rebuttal – HC
GMO-4 NP	Wm. Edward Blunk Rebuttal – NP
GMO-5 HC	Michael W. Cline Rebuttal – HC
GMO-5 NP	Michael W. Cline Rebuttal – NP
GMO-6	Michael W. Cline Surrebuttal
GMO-7 HC	Burton L. Crawford Rebuttal – HC
GMO-7 NP	Burton L. Crawford Rebuttal – NP
GMO-8 HC	Burton L. Crawford Surrebuttal – HC
GMO-8 NP	Burton L. Crawford Surrebuttal – NP
GMO-9	F. Dana Crawford Direct
GMO-10	F. Dana Crawford Rebuttal
GMO-11	Barbara C. Curry Rebuttal
GMO-12	Brent C. Davis Direct
GMO-13 HC	Brent C. Davis Rebuttal – HC
GMO-13 NP	Brent C. Davis Rebuttal – NP
GMO-14	Allen D. Dennis Direct
GMO-15	Allen D. Dennis Rebuttal
GMO-16	Allen D. Dennis Surrebuttal
GMO-17	Chris B. Giles Direct
GMO-18	Chris B. Giles Rebuttal
GMO-19	Chris B. Giles Surrebuttal
GMO-20 HC	Samuel C. Hadaway Direct – HC
GMO-20 NP	Samuel C. Hadaway Direct – NP
GMO-21	Samuel C. Hadaway Rebuttal
GMO-22	Samuel C. Hadaway Surrebuttal
GMO-23	Melissa K. Hardesty Rebuttal

Exhibit No.	Description
GMO-24	Melissa K. Hardesty Surrebuttal
GMO-25	Terry S. Hedrick Rebuttal
GMO-26	Terry S. Hedrick Surrebuttal
GMO-27	William P. Herdegen III Direct
GMO-28	William P. Herdegen III Rebuttal
GMO-29	Darrin R. Ives Direct
GMO-30	Darrin R. Ives Rebuttal
GMO-31	Darrin R. Ives Surrebuttal
GMO-32	Ronald A. Klote Direct
GMO-33 HC	Ronald A. Klote Rebuttal – HC
GMO-33 NP	Ronald A. Klote Rebuttal – NP
GMO-34	Ronald A. Klote Surrebuttal
GMO-35	Edward C. Matthews Direct
GMO-36	George M. McCollister Direct
GMO-37 HC	H. Davis Rooney Direct – HC
GMO-37 NP	H. Davis Rooney Direct – NP
GMO-38	Timothy M. Rush Direct
GMO-39	Timothy M. Rush Rebuttal (Revenue Requirement)
GMO-40	Timothy M. Rush Rebuttal (Rate Design)
GMO-41	Timothy M. Rush Surrebuttal
GMO-42	Dr. Ronald E. White Rebuttal
Missouri Public Service Commission Staff	
Staff-101 HC	Staff's Electric Operations Cost-of-Service Report for KCP&L Greater Missouri Operations Company (GMO) as of Feb. 13, 2009
Staff-101 NP	Staff's Electric Operations Cost-of-Service Report for KCP&L Greater Missouri Operations Company (GMO) as of Feb. 13, 2009
Staff-102	Appendices to Staff's Electric Operations Cost-of-Service Report for GMO as of Feb. 13, 2009
Staff-103	March 11, 2009 correction page to Staff's Electric Operations Cost-of-Service Report for GMO as of Feb. 13, 2009
Staff-104	Staff Accounting Schedules for MPS as of Feb. 13, 2009
Staff-105	Staff Accounting Schedules for L&P as of Feb. 13, 2009
Staff-106	Staff's Electric Operations Class Cost-of-Service and Rate Design Report for GMO as of Feb. 27, 2009
Staff-107	KCP&L Greater Missouri Operations Company ER-2009-0090 Electric Operations Revenue Requirement Reconciliation filed
Staff-108	"Kofi" Agyenim Boateng Surrebuttal

Exhibit No.	Description
Staff-109	Walt Cecil Direct
Staff-110	Walt Cecil Rebuttal
Staff-111	Walt Cecil Surrebuttal
Staff-112	Cary G. Featherstone Direct
Staff-113 HC	Cary G. Featherstone Surrebuttal – HC
Staff-113 NP	Cary G. Featherstone Surrebuttal – NP
Staff-114 HC	V. William Harris Rebuttal – HC
Staff-114 NP	V. William Harris Rebuttal – NP
Staff-115	V. William Harris Surrebuttal
Staff-116	Paul R. Harrison Surrebuttal
Staff-117	Karen Herrington Rebuttal
Staff-118 HC	Karen Herrington Surrebuttal – HC
Staff-118 NP	Karen Herrington Surrebuttal – NP
Staff-119 HC	Charles R. Hyneman Rebuttal – HC
Staff-119 NP	Charles R. Hyneman Rebuttal – NP
Staff-120 HC	Charles R. Hyneman Surrebuttal – HC
Staff-120 NP	Charles R. Hyneman Surrebuttal – NP
Staff-121	Lisa A. Kremer Surrebuttal
Staff-122	Keith Majors Rebuttal
Staff-123	Keith Majors Surrebuttal
Staff-124	Lena M. Mantle Surrebuttal
Staff-125	David Murray Rebuttal
Staff-126	David Murray Surrebuttal
Staff-127	Bret G. Prenger Surrebuttal
Staff-128 HC	Dr. Michael S. Proctor Surrebuttal – HC
Staff-128 NP	Dr. Michael S. Proctor Surrebuttal – NP
Staff-129	John A. Rogers Surrebuttal
Staff-130	Anne Ross Rebuttal
Staff-131	Rosella L. Schad Surrebuttal
Staff-132 HC	Robert Schallenberg Surrebuttal – HC
Staff-132 NP	Robert Schallenberg Surrebuttal – NP
Staff-133	Curt Wells Direct

Exhibit No.	Description
Office of the Public Counsel	
OPC-1	Michael Gorman Direct
OPC -2	Michael Gorman Rebuttal
OPC-3	Michael Gorman Surrebuttal
OPC-4 (HC)	Ryan Kind Rebuttal (Off-system sales, Supp. Weatherization, and Minor Home Repair Program) – HC
OPC-4 (NP)	Ryan Kind Rebuttal (Off-system sales, Supp. Weatherization, and Minor Home Repair Program) – NP
OPC-5	Ryan Kind Rebuttal (Rate Design)
OPC-6	Ryan Kind Surrebuttal
OPC-7	Ted Robertson Direct
OPC-8	Russell W. Trippensee Rebuttal
Intervenor – Missouri Department of Natural Resources	
MDNR-1	Laura Wolfe Direct
MDNR-2	Laura Wolfe Surrebuttal
MDNR-3	In the Matter of Union Electric Company d/b/a AmerenUE's Tariffs Increasing Rates for Electric Service Provided to Customers in the Company's Missouri Service Area
Intervenor – Dogwood Energy, LLC	
Dogwood-1	Robert Janssen Rebuttal
Dogwood-2	Judah Rose Surrebuttal

MISSOURI PUBLIC SERVICE COMMISSION

June 10, 2009

File No. ER-2009-0090

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Enclosed find a certified copy of an ORDER in the above-numbered matter(s).

Sincerely,

A handwritten signature in black ink, appearing to read 'Colleen M. Dale', written in a cursive style.

**Colleen M. Dale
Secretary**