

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

In the Matter of the Application of Kansas City )  
Power & Light Company for Approval to Make )  
Certain Changes in its Charges for Electric ) **File No. ER-2010-0355**  
Service to Continue the Implementation of Its )  
Regulatory Plan )

In the Matter of the Application of KCP&L )  
Greater Missouri Operations Company for ) **File No. ER-2010-0356**  
Approval to Make Certain Changes in its )  
Charges for Electric Service )

**NON-UNANIMOUS STIPULATION AND AGREEMENT  
AS TO IATAN COMMON COSTS**

COME NOW Kansas City Power & Light Company ("KCP&L") and KCP&L Greater Missouri Operations Company ("GMO") (collectively the "Company") and the Staff of the Missouri Public Service Commission ("Staff") (collectively "Signatories") and for their Non-Unanimous Stipulation and Agreement ("Stipulation") to resolve certain Iatan Common Cost issues respectfully state as follows:

1. Staff agrees not to pursue its \$19,646,346 Iatan common plant adjustment as described in the true-up direct testimony of Charles Hyneman and agrees that this amount should be included in the Company's rate bases for these cases only. In exchange for Staff's agreement to the inclusion of this amount in rate base for these cases only, KCP&L and GMO agree that Staff may examine the project costs that make up the \$19,646,346 adjustment (Highway Improvements, Plant Communications, Site Finishing, Bridge Replacement, 345kV North Bus Expansion) in the Company's next rate cases. The Company will not argue in those rate cases that Staff is barred from examining these

costs or making adjustments based on this examination due to the fact that the issues could have been raised in the ER-2010-0355 and ER-2010-0356 cases, were raised and not pursued to resolution, or the fact that Staff agreed to include these amounts in rate base in the prior rate cases. The Company can raise any other defense to any Iatan common plant adjustment proposed by Staff in their next rate cases.

### **GENERAL PROVISIONS OF STIPULATION**

1. This Stipulation is being entered into solely for the purpose of settling the issues/adjustment in these cases explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding, regardless of whether this Stipulation is approved.

2. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

3. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this

Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

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

5. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) neither this Stipulation nor any matters associated with its consideration by the Commission shall be considered or argued to be a waiver of the rights that any Signatory has for a decision in accordance with RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) the Signatories shall retain all procedural and due process rights as fully as though this Stipulation had not been presented for approval, and any suggestions, memoranda, testimony, or exhibits that have been offered or received in support of this Stipulation shall become privileged as reflecting the substantive content of settlement discussions and shall be stricken from and not be considered as part of the administrative or evidentiary record before the Commission for any purpose whatsoever.

6. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek

rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

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

Respectfully submitted,

<p>STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION</p> <p><u><i>/s/ Nathan Williams</i></u></p> <p>Steven Dottheim, MBE #29149          Chief Deputy Staff Counsel          Nathan Williams, MBE #35512          Deputy Counsel          Missouri Public Service Commission          P.O. Box 360          Jefferson City, MO 65102          (573) 751-8702          (573) 751-9285 (Fax)  <a href="mailto:nathan.williams@psc.mo.gov">nathan.williams@psc.mo.gov</a></p>	<p>KANSAS CITY POWER &amp; LIGHT COMPANY and KCP&amp;L GREATER MISSOURI OPERATIONS COMPANY</p> <p><u><i>/s/ Roger W. Steiner</i></u></p> <p>Roger W. Steiner, MBE #39586          Kansas City Power &amp; Light Company          1200 Main Street          Kansas City, MO 64105          (816) 556-2785          (816) 556-2787 (Fax)  <a href="mailto:Roger.Steiner@kcpl.com">Roger.Steiner@kcpl.com</a></p> <p>James M. Fischer, MBE #27543          Fischer &amp; Dority, P.C.          101 Madison Street, Suite 400          Jefferson City, MO 65101          (573) 636-6758          (573) 636-0383 (Fax)  <a href="mailto:jfischerpc@aol.com">jfischerpc@aol.com</a></p>
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**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the above and foregoing was served upon counsel of record on this 23rd day of March, 2011.

*/s/ Roger W. Steiner*

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Roger W. Steiner