STATE OF MISSOURI PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 30th day of November, 2017.

In the Matter of the Application of Kansas City Power & Light Company for Permission and Approval and a Certificate of Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage an Electric Utility System to Provide Electric Service in Johnson and Pettis Counties, Missouri as an Expansion of its Existing Certificated Area

File No. EA-2018-0021

ORDER APPROVING STIPULATION AND AGREEMENT

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Issue Date: November 30, 2017

Effective Date: January 2, 2018

On July 20, 2017, Kansas City Power & Light Company ("KCP&L") filed an *Application for Certificate of Convenience and Necessity* to include in its certificated area some customers it was already serving in Johnson and Pettis counties, outside its certificated area. On November 20, 2017, KCP&L, KCP&L Greater Missouri Operations Company ("GMO"), the Staff of the Missouri Public Commission ("Staff"), and the Office of the Public Counsel ("OPC") filed a unanimous stipulation and agreement regarding KCP&L's application.

The unanimous stipulation and agreement indicates all parties agree that KCP&L's application for a certificate of convenience and necessity is in the public interest and advise the Commission to approve that application pursuant to the stipulation. The unanimous stipulation and agreement contains the following specific terms and conditions:

- KCP&L admits that it served and billed customers for electric service that were located in GMO's certificated area and in an uncertificated area outside the boundary of KCP&L's certificated service area without specific Commission authority. Granting KCP&L's CCN under the unanimous stipulation lawfully incorporates these customers into its certificated service area.
- 2. That the Commission withdraw GMO's existing CCN for the following area:

<u>TOWNSHIP</u>	RANGE	SECTIONS
47North	24 West	12, 13, 24 and 25

- KCP&L and GMO agree to file tariff revisions to reflect the above CCN changes.
- 4. KCP&L agrees to pay the sum of Five Thousand Dollars (\$5,000) to the Public School Fund of the State of Missouri. This payment shall be due within 30 days after the effective date of a Commission order in File No. EA-2018-0021 approving this Stipulation. KCP&L agrees not to seek or recover this payment in rates.
- 5. KCP&L already had assent from Pettis County, Missouri for the siting of its facilities. KCP&L has recently obtained assent from Johnson County, Missouri for the siting of its facilities in the public right-of-way. A copy of the Johnson County assent is attached to the Unanimous Stipulation and Agreement as Appendix C.
- 6. KCP&L has served the customers listed on *Unanimous Stipulation and Agreement* Appendix A for many years and has taken their small amount of annual usage (334,776 kWh from Oct. 2016 to Sept. 2017) into account in its

preferred resource plan. Therefore, KCP&L does not believe that certification under 4 CSR 240-22.080(18) is required.

- Attached to the Unanimous Stipulation and Agreement as Appendix D is a plat map as required by 4 CSR 240-3.105(1)(4).
- 8. Staff and OPC agree not to seek or support the imposition of penalties against KCP&L for the provision of service beyond its certificated area in Johnson and Pettis counties for the territory described herein or for other matters related to the unauthorized provision of service to customers as identified in confidential Appendix A.

The Unanimous Stipulation and Agreement also contains general provisions regarding the rights of the parties which the Commission will approve as stated in the Unanimous Stipulation and Agreement.

The Unanimous Stipulation and Agreement contains the agreement in its entirety. After reviewing the unanimous stipulation and agreement, the Commission finds it to be reasonable. The Commission will approve the stipulation and agreement. Based on that stipulation and agreement, the Commission finds that KCP&L's request for authority to own and operate an electric utility system is necessary or convenient for the public service.

THE COMMISSION ORDERS THAT:

1. The unanimous stipulation and agreement filed on November 20, 2017, is approved. A copy of the stipulation and agreement is attached to this order.

2. The signatory parties are ordered to comply with the terms of the stipulation and agreement.

3. KCP&L shall pay the sum of Five Thousand Dollars (\$5,000) to the Public School Fund of the State of Missouri. This payment shall be due within 30 days of the effective date of this order.

4. The Commission withdraws GMO's existing CCN for the following area:

TOWNSHIP	RANGE	SECTIONS
47North	24 West	12, 13, 24 and 25

5. KCP&L and GMO shall file tariff revisions to reflect the above CCN changes within 30 days of the effective date of this order.

6. KCP&L has taken account of the annual usage of the customers in the above area in its preferred resource plan. Therefore no certification under 4 CSR 240-22.080(18) is required.

7. This order shall become effective on January 2, 2018.

BY THE COMMISSION

Jornis Zh

Morris L. Woodruff Secretary

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

Clark, Regulatory Law Judge,



Public Version

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

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In The Matter of the Application of Kansas City Power & Light Company for Permission and Approval and a Certificate of Convenience and Necessity to Construct, Install, Own, Operate, Maintain, and Otherwise Control and Manage an Electric Utility System to Provide Electric Service in Johnson and Pettis Counties, Missouri as an Expansion of its Existing Certificated Area

EA-2018-0021

UNANIMOUS STIPULATION AND AGREEMENT

COME NOW Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO"), the Staff of the Missouri Public Service Commission ("Staff"), and the Office of the Public Counsel (collectively "Signatories"), and present this Unanimous Stipulation and Agreement ("Stipulation") to the Commission for approval and, in support thereof, respectfully state as follows:

BACKGROUND

1. On July 20, 2017, KCP&L filed an application requesting a certificate of convenience and necessity ("CCN") to construct, install, own, operate, maintain and otherwise control and manage an electric utility system to provide electric service in Johnson County and Pettis County Missouri as a further expansion of its existing certificated area ("Application").

2. On July 21, 2017, the Missouri Public Service Commission ("Commission") ordered Staff to file a recommendation on the Application no later than August 21, 2017.

3. On August 18, 2017, Staff requested, and the Commission granted, additional time to file a recommendation or status report no later than September 20, 2017.

4. On September 19, 2017, Staff filed a Report and Motion for Extension of Time ("Staff Report"), which requested a deadline for filing a recommendation on the Application by

60 days, up to and including November 20, 2017, in order to allow the Signatories to work toward final settlement of this case.

5. On, October 25, 2017, GMO sought intervention in this case. On November 7, 2017, the Commission granted GMO's application to intervene.

SPECIFIC TERMS AND CONDITIONS

6. The Signatories to this Stipulation agree to the following terms and conditions:

7. KCP&L admits that it served and billed customers for electric service that were located in GMO's certificated area and in an uncertificated area outside the boundary of KCP&L's certificated service area without specific Commission authority. A list of those customers is attached as confidential Appendix A. KCP&L's CCN application, if granted, would lawfully incorporate these customers into its certificated service area.

8. The Signatories request that the Commission grant KCP&L's application for a CCN.

9. The Signatories request that the Commission withdraw GMO's existing CCN for the following area:

TOWNSHIP	RANGE	SECTIONS
47 North	24 West	12, 13, 24 and 25

10. KCP&L and GMO agree to file tariff revisions to reflect the above CCN changes. Specimen tariffs are attached as Appendix B.

11. KCP&L agrees to pay the sum of Five Thousand Dollars (\$5,000) to the Public School Fund of the State of Missouri. This payment shall be due within 30 days after the effective date of a Commission order in File No. EA-2018-0021 approving this Stipulation. KCP&L agrees not to seek or recover this payment in rates.

12. KCP&L already had assent from Pettis County, Missouri for the siting of its facilities. KCP&L has recently obtained assent from Johnson County, Missouri for the siting of its facilities in the public right-of-way. A copy of the Johnson County assent is attached as Appendix C.

13. KCP&L has served the customers listed on Appendix A for many years and has taken their small amount of annual usage (334,776 kWh from Oct. 2016 to Sept. 2017) into account in its preferred resource plan. Therefore, KCP&L does not believe that certification under 4 CSR 240-22.080(18) is required.

14. Attached as Appendix D is a plat map as required by 4 CSR 240-3.105(1)(4).

15. Staff and OPC agree not to seek or support the imposition of penalties against KCP&L for the provision of service beyond its certificated area in Johnson and Pettis counties for the territory described herein or for other matters related to the unauthorized provision of service to customers as identified in confidential Appendix A.

GENERAL PROVISIONS

16. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. This Stipulation is intended to relate only to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. No Signatory will be deemed to have approved, accepted, agreed, consented, or acquiesced to any substantive or procedural principle, treatment, calculation, or other determinative issue underlying the provisions of this Stipulation. Further, except as specifically provided herein, no Signatory shall be prejudiced or bound in any manner by the terms of this Stipulation in any other current or future proceeding before the Commission

or any court or administrative agency with jurisdiction, including but not limited to pending and future cases.

17. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation, approves it with modifications or conditions to which a party objects, or issues an order in another Commission case that negates its approval or conditions, or modifies the Stipulation in a manner to which any Signatory objects, then this Stipulation shall be null and void, and no Signatory shall be bound by any of its provisions.

18. If the Commission does not approve this Stipulation unconditionally and without modification, and notwithstanding its provision that it shall become void, 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 Section 536.080 RSMo 2000 or Article V, Section 18 of the Missouri Constitution, and 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 or 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 further purpose whatsoever.

19. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect only to the issues resolved herein: their respective rights (1) to call, examine, and cross-examine witnesses pursuant to Section 536.070(2), RSMo 2000; (2) to present oral argument and/or written briefs pursuant to Section 536.080.1,

RSMo 2000; (3) to seek rehearing pursuant to Section 386.500, RSMo 2000; and (4) to judicial review pursuant to Section 386.510, RSMo Supp. 2011. These waivers apply only to a Commission order respecting this Stipulation issued in this above-captioned proceeding, and do not apply to any matters raised in any prior or subsequent Commission proceeding, or any matters not explicitly addressed by this Stipulation.

20. This Stipulation contains the entire agreement of the Signatories concerning the issues addressed herein.

21. This Stipulation does not constitute a contract with the Commission and is not intended to impinge upon any Commission claim, right, or argument by virtue of the Stipulation's approval. Acceptance of this 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 or as an acquiescence of any underlying issue. Thus, nothing in this 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.

22. The Signatories agree that this Stipulation, except as specifically noted herein, resolves all issues in this case.

WHEREFORE, the Signatories respectfully request that the Commission approve this Stipulation, and grant any other and further relief as it deems just and equitable.

Respectfully submitted,

<u>|s| Roger W. Steiner</u>

Robert J. Hack, MBN 36496 Roger W. Steiner, MBN 39586 Kansas City Power & Light Company 1200 Main Street Kansas City, MO 64105 Phone: (816) 556-2791 Fax: (816) 556-2110 rob.hack@kcpl.com roger.steiner@kcpl.com

Attorneys for Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company

s Marcella L. Forck

Marcella L. Forck, MBN 66098 Associate Staff Counsel Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102 Phone: (573) 751-4140 Fax: (573) 526-6969 Marcella.forck@psc.mo.gov

Attorney for the Staff of the Missouri Public Service Commission

[s] Ryan D. Smith

Ryan D. Smith, MBN 66244 The Office of Public Counsel P.O. Box 2230 Jefferson City, MO 65102 Phone: (573) 522-6189 Fax: (573) 751-5562 Ryan.Smith@ded.mo.gov

Attorney for The Office of the Public Counsel

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served via e-mail on counsel for the parties of record in this case on the 20^{th} day of November, 2017.

<u>|s| Roger W. Steiner</u>

Attorney for Kansas City Power & Light Company

APPENDIX A

THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION NOT AVAILABLE TO THE PUBLIC ORIGINAL FILED UNDER SEAL

P.S.C. MO. No.	2	First		Original	Sheet No.	12
			\boxtimes	Revised		
Cancelling P.S.C. MO. No.	2		\square	Original	Sheet No.	12
				Revised		
				For Misso	uri Retail Servic	e Area

TERRITORIAL DESCRIPTION

Pettis County

(Continued)

Pettis county and the south line of Sec. 30, Twp. 47N, Range 23W; thence east along the south line of Sec. 30, 29, 28, 27 Twp. 47N, Range 23W; and thence north along the east line of Sec. 27 to the northeast corner of said Sec. 27, and continuing east along the south line of Sec. 23 and 24, Twp. 47N, Range 23W; and continuing east to the southeast corner of Sec. 19, Twp. 47N, Range 22W and thence north to the northeast corner of said Sec. 19; thence east along the south line of Sec. 17 and 16 to the southeast corner of Sec. 16, Twp. 47N, Range 22W, and thence north along the east line of said Sec. 16 to the northeast corner of said Sec. 16; thence east along the south line of Sec. 10, Twp. 47N, Range 22W, to the southeast corner of Sec. 10; thence north along the east line of Sec. 10 and 3, Twp. 47N, Range 22W, to the northeast corner of said Sec. 35 and 36, Twp. 48N, Range 22W, to the north line of Sec. 24 which is also the north line of Pettis County, Twp. 48N, Range 22W.

Saline County

The Company's territory in Saline County includes all of the county with the exception of a small area in the south-east corner separated by a boundary line described as follows:

DATE EFFECTIVE: December XX, 2017 1200 Main, Kansas City, Mo. 64105

P.S.C. MO. No.	2	——— <u>First</u>		Original	Sheet No.	12
				Revised		
Cancelling P.S.C. MO. No.	<u> <u>2</u></u>		\square	Original	Sheet No.	<u> <u> </u></u>
				Revised		
					า District	
				For <u>Territor</u>	y Missouri Ret	ail

TERRITORIAL DESCRIPTION

Pettis County

(Continued)

Pettis county and the south line of Sec. 1930, Twp. 47N, Range 23W; thence east along the south line of Sec. 3019, 2920, 2821, 27 Twp. 47N, Range 23W; 22 and thence north along the east line of Sec. 27 to the northeast corner of said Sec. 27, and continuing east along the south line of Sec. 23 and 24, Twp. 47N, Range 23W; and continuing east to the southeast corner of Sec. 19, Twp. 47N, Range 22W and thence north to the northeast corner of said Sec. 19; thence east along the south line of Sec. 17 and 16 to the southeast corner of Sec. 16, Twp. 47N, Range 22W, and thence north along the east line of said Sec. 16 to the northeast corner of said Sec. 16; thence east along the south line of Sec. 10, Twp. 47N, Range 22W, to the southeast corner of Sec. 10 and 3, Twp. 47N, Range 22W, to the northeast corner of said Sec. 3; thence east along the south line of Sec. 35 and 36, Twp. 48N, Range 22W, to the north line of Sec. 24 which is also the north line of Pettis County, Twp. 48N, Range 22W.

Saline County

The Company's territory in Saline County includes all of the county with the exception of a small area in the south-east corner separated by a boundary line described as follows:

P.S.C. MO. No.	2	First	Original Revised	Sheet No.	20
Cancelling P.S.C. MO. No.	2		Original Revised	Sheet No.	20
			For <u>Mi</u>	ssouri Retail Servic	e Area

TERRITORIAL DESCRIPTION

Johnson County

The Company's territory in Johnson County is a small area in the northeast corner of Johnson County described as follows:

Beginning at the southwest corner of Sec. 25, Twp. 47N, Range 24W; and continuing north to the southwest corner of Sec. 1, Twp. 47N, Range 24W; thence east along the south line of Sec. 1, Twp. 47N, Range 24W to the southeast corner of Sec. 1; continuing south to the southeast corner of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W to the point of beginning.

TOWNSHIP-NORTH	RANGE-WEST
47	24

<u>SECTIONS</u> 12,13, 24, 25

2	——— <u>First</u>	Original	Sheet No.	20
		Revised		
<u> <u>2 </u></u>		Original	Sheet No.	<u> <u>2</u></u>
		Revised		
		For <u>Territor</u>	y Missouri Reta	ul
			2 Revised 2 Øriginal ☐ Revised Easter i	2 Revised 2 ⊠ Original Sheet No □ Revised Eastern District

TERRITORIAL DESCRIPTION

Johnson County

<u>The Company's territory in Johnson County is a small area in the northeast corner of</u> Johnson County described as follows:

Beginning at the southwest corner of Sec. 25, Twp. 47N, Range 24W; and continuing north to the southwest corner of Sec. 1, Twp. 47N, Range 24W; thence east along the south line of Sec. 1, Twp. 47N, Range 24W to the southeast corner of Sec. 1; continuing south to the southeast corner of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west along the south line of Sec. 25, Twp. 47N, Range 24W; thence west a

TOWNSHIP-NORTH	RANGE-WEST	SECTIONS
47	24	12,13, 24, 25

RESERVED FOR FUTURE USE

 September 3, 1970November XX, 2017
 October 5, 1970December DATE EFFECTIVE:

 ISSUED BY:
 W. C. McCarthyDarrin R. Ives, Vice President
 1201 Walnut1200 Main, Kansas City, Mo. 641056

KCP&L GREATER	MISSOURI	OPERATIONS	COMPANY

P.	S.C. MO. No.	1	1 <u>st</u>	Revised Sheet No.	13
Canceling P.	S.C. MO. No.	1		Original Sheet No.	13
U	-			For Missouri Retail Ser	
	DES	CRIPTION OF SERV	/ICE TERRITORY (C ECTRIC	Continued)	
JACKSON C TOWNSHIP	<u>RANGE</u>	SECTIONS	2		
47 North	29 West	4 - 9, 16 - 21, 28 - 3	3		

TOWNSHIP	RANGE	<u>SECTIONS</u>
47 North	29 West	4 - 9, 16 - 21, 28 - 33
47 North	30 West	1 - 36
47 North	31 West	1 - 36
47 North	32 West	1 - 5, 8 - 36
47 North	33 West	9 - 16, 20 - 29, 32 - 36
48 North	29 West	4 - 9, 16 - 21, 28 - 33
48 North	30 West	1 - 36
48 North	31 West	1 - 36
48 North	32 West	1 - 5, 8 - 17, 20 - 36
49 North	29 West	4 - 9, 16 - 21, 28 - 33
49 North	30 West	1 - 3, 10 - 15, 19 - 36
49 North	31 West	19 - 36
49 North	32 West	21 - 29, 32 - 36
50 North	29 West	5 - 9, 16 - 21, 28 - 33
50 North	30 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
51 North	29 West	23, 26, 27, 34, 35

JOHNSON COUNTY

All of Johnson County except for the following areas:

<u>TOWNSHIP</u>	<u>RANGE</u>	SECTIONS
48 North	24 West	25
47 North	24 West	12, 13, 24 and 25

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

KCP&L GREATER MISSOURI OPERATIONS COMPANY

STATE OF MISSOURI, PUBLIC SERVICE COMMISSION

P.S.C. MO. No.	1	<u>1st RevisedOriginal Sheet No.13</u>
Canceling P.S.C. MO. No.	1	Original Sheet No. <u>13</u>
Aquila, Inc., dba		
AQUILA NETWORKS		For Missouri Retail Service Area

Territory Served by Aquila Networks - MPS

KANSAS CITY, MO 64138

DESCRIPTION OF SERVICE TERRITORY, AQUILA NETWORKS – MPS (Continued)
ELECTRIC

JACKSON COUNTY

TOWNSHIP	<u>RANGE</u>	<u>SECTIONS</u>
47 North	29 West	<u>4 - 9, 16 - 2</u> 1, 28 - 33
47 North	30 West	1 - 36
47 North	31 West	1 - 36
47 North	32 West	1 - 5, 8 - 36
47 North	33 West	9 - 16, 20 - 29, 32 - 36
48 North	29 West	4 - 9, 16 - 21, 28 - 33
48 North	30 West	1 - 36
48 North	31 West	1 - 36
48 North	32 West	1 - 5, 8 - 17, 20 - 36
49 North	29 West	4 - 9, 16 - 21, 28 - 33
49 North	30 West	1 - 3, 10 - 15, 19 - 36
49 North	31 West	19 - 36
49 North	32 West	21 - 29, 32 - 36
50 North	29 West	5 - 9, 16 - 21, 28 - 33
50 North	30 West	1 - 3, 10 - 15, 22 - 27, 34 - 36
51 North	29 West	23, 26, 27, 34, 35

JOHNSON COUNTY

All of Johnson County except for the following areas:

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
48 North	24 West	25, which is the extreme NE section.
47 North	<u>24 West</u>	<u>12, 13, 24 and 25-</u>

Orders granting the service territory take precedence in any discrepancies between them and the information listed above. More detail is available in the orders, and the above should not be relied upon for detailed territory boundaries.

Issued: April 14, 2004<u>SeptNovember XX, 2017</u> Issued by: Dennis Williams, Regulatory ServicesDarrin R. Ives, Vice President 1200 Main, Kansas City, MO 64105



Johnson County Commission William H. Gabel Presiding Commissioner John L. Marr Commissioner, Eastern District Charles Kavanaugh Commissioner, Western District Diane Thompson County Clerk

Kansas City Power and Light Franchise Agreement

Resolution

WHEREAS, Kansas City Power & Light Company ("KCP&L") serves approximately 13 customers in Johnson County, Missouri; and

WHEREAS, KCP&L, in the future, may need to cross through, on, under or across the public roads or highways of this county with the facilities required to serve current and future customers; and

NOW, THEREFORE, BE IT RESOLVED that the Johnson County Commission: Hereby consents to KCP&L's current and future facilities located through on, under, under or across the public roads or highways of this county.

PASSED THIS 2nd DAY OF NOVEMBER, 2017, BY THE JOHNSON COUNTY COMMISSION

William H. Gabel Presiding Commissioner ABSENT John L. Marr Eastern Commissioner

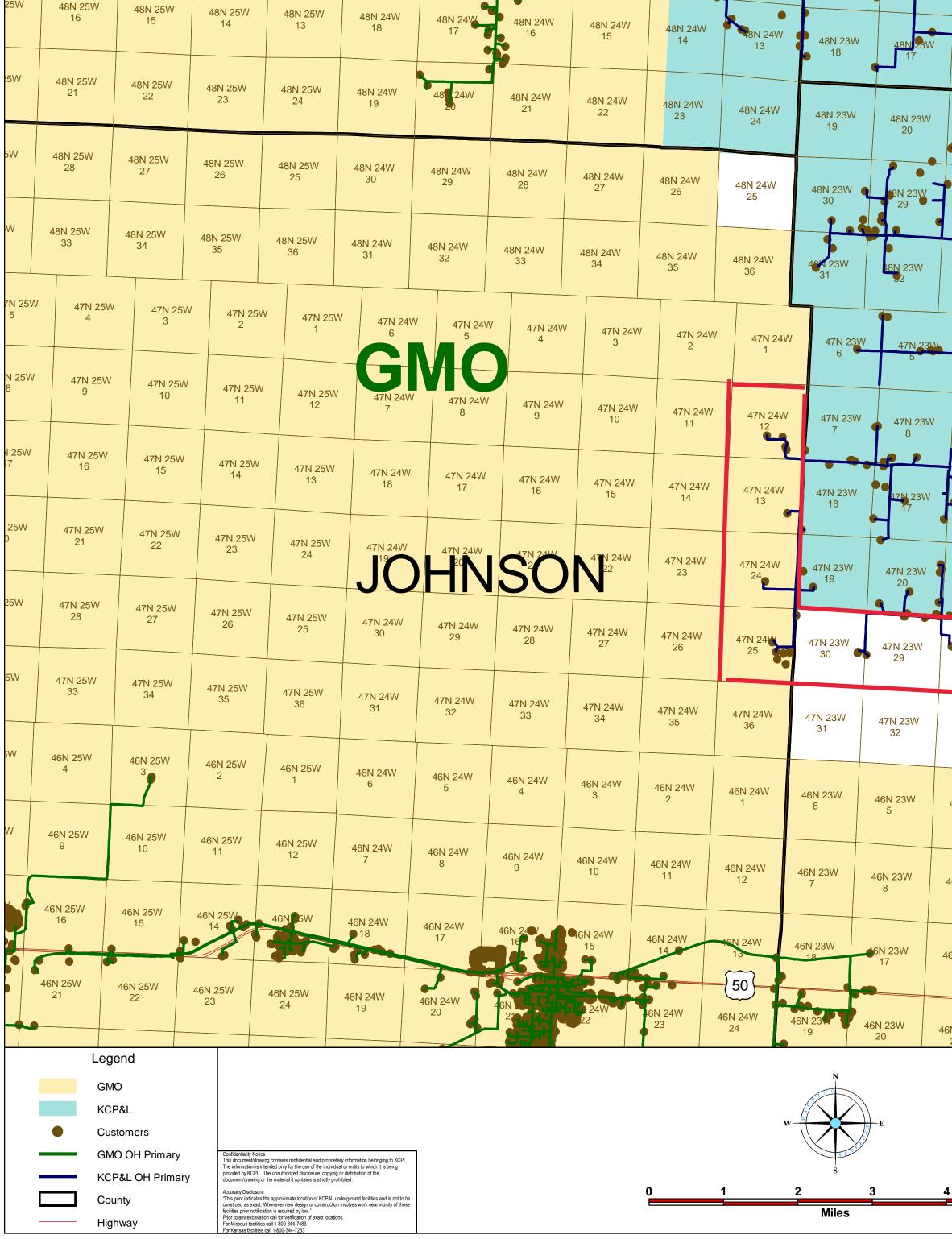
Charles Kavanaugh Western Commissioner

IN TESTIMONY WHEREOF the Commission of the County of Johnson have hereunto subscribed their names and have caused the Official Seal of the County of Johnson to be hereunto affixed in on this 2nd day of November, 2017.



Diane Thompson, County Clerk





	26			7	8	9	2 V 20N 22 10	48N 22 11	W 4
48N 23W 16	V 48N 23W	18N 23W	481231	W 48N 22 18	W 48N 22 17	48N 22 16	W 48N 22V 15	N 48N 22V 14	V 48
48N 23W 21	48N 23W	48N 23W 23	24	19	N 48N 22W 20	48N 22V 21	V 48N 22W 22	48N 22W 23	48
48N 23W 28	4 <u>8N</u> 23W 27	48 <mark>1</mark> 23) 25	C 2:	30	48N 22W 29	48N 22W 28	/ 48N 22W 27	48N 22W 26	48N
48N 23W 33	48N 23W 34	48N 23W 35	48N 23W 36	48N 22W 31	481, 220	48N 22W 33	48N 22W 34	48N 22W 35	48N 36
47N 23	W 47N 23V 3	V 47N 23	47N 2:	3W 47N 22 6	2W 47N 22 5	W 47N 2: 4	2W 47N 22 3	W 47N 221	W 4
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47N 23W 16	7N 23W	47N 23W 14	47N 23V 13	V 47N 22V 18	W 47N 22W 17	47N 22V 16	V 47N 22W 15		47
47N 23W 21	47N 23W 22	47N 23W 23	47N 23W 24	47N 22W 19	47N 22W 20	47N 22W 21	47N 22W 22	47N 22W 23	471
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46N 23W 4	46N 23W 3	46N 23W 2	46N 23W 1	46N 22W 6	46N 22W 5	46N 22W 4	46N 22W 3	46N 22W 2	36 46N 2
46N 23W 9	46N 23W 10	46N 23W 11	46N 23W 12	46N 22W 7	46N 22W 8	46N 22W 9	46N 22W 10	46N 22W	1 46N 22
16N 23W 16	46N 23W 15	23W	46N 23W 13	46N 22W 18	46N 22W 17	46N 22W 16	46N 22W	11 46N 22W	12 46N 22
6N 23W 21	46N 23W	46N 23W	46N 23W	46N 2214/			15	14	13



Johnson County, MO KCP&L Customers

Nov 9, 2017

APPENDIX D Page 1 of 1

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

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

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 30th day of November 2017.



Morris L. Woodruff Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 30, 2017

File/Case No. EA-2018-0021

Missouri Public Service Commission

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

Sincerely,

orris I Woodruff

Morris L. Woodruff Secretary

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