

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

In The Matter of the Application of Kansas City)
Power & Light Company for Permission and)
Approval and a Certificate of Convenience and) EA-2018-0021
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)

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:

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTIONS</u>
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,

/s/ Roger W. Steiner

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Company and KCP&L Greater Missouri
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**Attorney for the Staff of the Missouri
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/s/ Ryan D. Smith

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**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 20th day of November, 2017.

/s/ Roger W. Steiner _____

Attorney for Kansas City Power & Light
Company

APPENDIX A

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

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 First Original Sheet No. 12
 Revised
Cancelling P.S.C. MO. No. 2 Original Sheet No. 12
 Revised
For Missouri Retail Service 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. 3; thence east along the south line of Sec. 35 and 36, Twp. 48N, Range 22W, to the southeast corner of said Sec. 36; thence north along the east line of Sec. 36, 25 and 24 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 OF ISSUE: November XX, 2017 DATE EFFECTIVE: December XX, 2017
ISSUED BY: Darrin R. Ives, Vice President 1200 Main, Kansas City, Mo. 64105

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 First Original Sheet No. 12
 Revised
 Revised
 Cancelling P.S.C. MO. No. 2 Original Sheet No. 1
 Revised
 For ~~Eastern District~~
~~Territory~~ Missouri Retail

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. ~~3049, 2920, 2824, 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; thence north along the east line 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 southeast corner of said Sec. 36; thence north along the east line of Sec. 36, 25 and 24 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 OF ISSUE: ~~September 3, 1970~~ November XX, 2017 DATE EFFECTIVE: ~~October 5,~~ 1970 ~~August~~ December XX,
 ISSUED BY: ~~W. C. McCarthy~~ Darrin R. Ives, Vice President 1201 Walnut 1200 Main, Kansas City, Mo. 641056

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 First Original Sheet No. 20
 Revised
Cancelling P.S.C. MO. No. 2 Original Sheet No. 20
 Revised
For Missouri Retail Service 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 to the point of beginning.

TOWNSHIP-NORTH
47

RANGE-WEST
24

SECTIONS
12,13, 24, 25

DATE OF ISSUE: November XX, 2017
ISSUED BY: Darrin R. Ives, Vice President

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

KANSAS CITY POWER & LIGHT COMPANY

P.S.C. MO. No. 2 First Original Sheet No. 20
 Revised
 Original Sheet No. 2
 Revised
 Revised
 For ~~Eastern District~~ Territory Missouri Retail

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 to the point of beginning.

<u>TOWNSHIP-NORTH</u>	<u>RANGE-WEST</u>	<u>SECTIONS</u>
<u>47</u>	<u>24</u>	<u>12,13, 24, 25</u>

~~RESERVED FOR FUTURE USE~~

DATE OF ISSUE: ~~September 3, 1970~~ November XX, 2017
 ISSUED BY: ~~W. C. McCarthy~~ Darrin R. Ives, Vice President
 DATE EFFECTIVE: ~~October 5, 1970~~ December XX, 2017
1201 Walnut 1200 Main, Kansas City, Mo.
641056

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 1st Revised Sheet No. 13
 Canceling P.S.C. MO. No. 1 Original Sheet No. 13

For Missouri Retail Service Area

DESCRIPTION OF SERVICE TERRITORY (Continued)
 ELECTRIC

JACKSON COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<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>	<u>SECTIONS</u>
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 1st ~~Revised~~ Original Sheet No. 13
Canceling P.S.C. MO. No. 1 Original Sheet No. 13

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
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JACKSON COUNTY

<u>TOWNSHIP</u>	<u>RANGE</u>	<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>	<u>SECTIONS</u>
48 North	24 West	25, which is the extreme NE section.
<u>47 North</u>	<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~~SeptNovember XX, 2017 Effective: ~~April 22, 2004~~DecemberJune XX, 2017
Issued by: ~~Dennis Williams, Regulatory Services~~Darrin 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

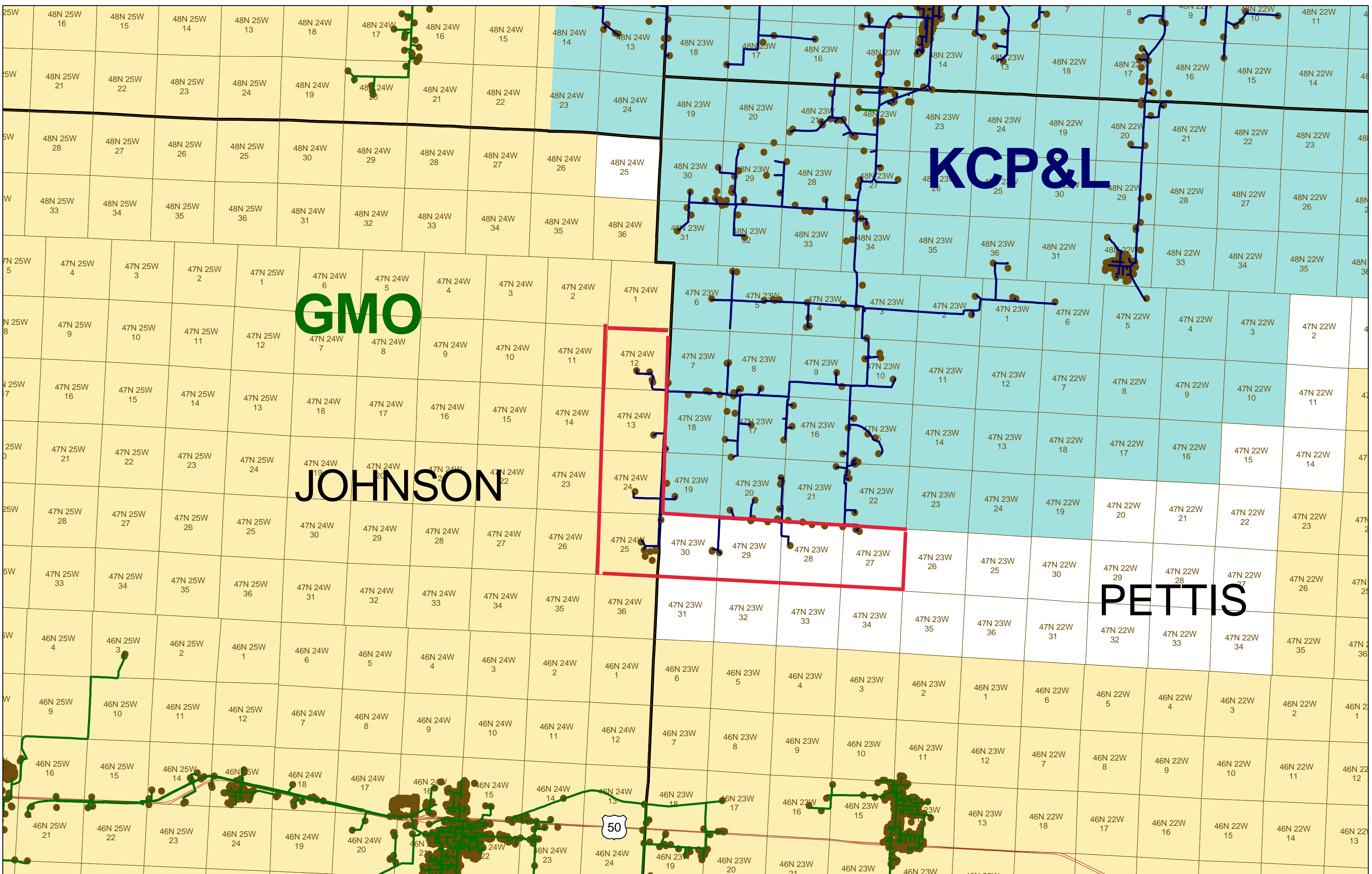
John L. Marr
Eastern Commissioner

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



KCP&L

GMO

JOHNSON

PETTIS

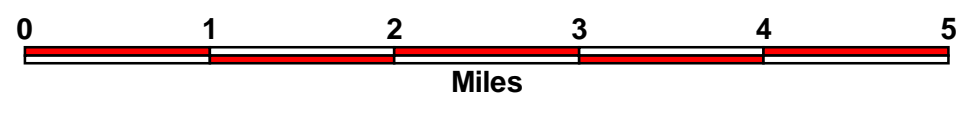
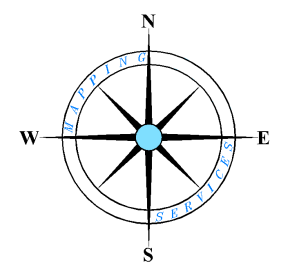


Legend

- GMO
- KCP&L
- Customers
- GMO OH Primary
- KCP&L OH Primary
- County
- Highway

Confidentiality Notice
This document/drawing contains confidential and proprietary information belonging to KCP&L. The information is intended only for the use of the individual or entity to which it is being provided by KCP&L. The unauthorized disclosure, copying or distribution of this document/drawing or the material it contains is strictly prohibited.

Accuracy Disclosure
This print indicates the approximate location of KCP&L underground facilities and is not to be construed as exact. Whenever new design or construction involves work near vicinity of these facilities prior notification is required by law.
Prior to any excavation call for verification of exact locations.
For Missouri facilities call 1-800-344-7463
For Kansas facilities call 1-800-344-7233



Johnson County, MO
KCP&L Customers

Nov 9, 2017