BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Application for Approval of Demand-Side Programs and for Authority to Establish a Demand-Side Programs Investment Mechanism	)))))	Case No. EO-2014-0095

NON-UNANIMOUS STIPULATION AND AGREEMENT RESOLVING KANSAS CITY POWER & LIGHT COMPANY'S MEEIA FILING

COME NOW Missouri Public Service Commission Staff ("Staff"), Kansas City Power & Light Company ("KCP&L" or "Company"), KCP&L Greater Missouri Operations Company ("GMO"), Missouri Division of Energy, Natural Resources Defense Council, Sierra Club, and Earth Island Institute d/b/a Renew Missouri (together, the "Signatories") and present this Non-Unanimous[1] Stipulation and Agreement ("Stipulation") to the Missouri Public Service Commission ("Commission") for the Commission's approval, and in support thereof respectfully state as follows:

I. BACKGROUND

1. On January 7, 2014, KCP&L filed in Case No. EO-2014-0095 an application ("Application") under the Missouri Energy Efficiency Investment Act ("MEEIA") and the Commission's MEEIA rules, along with its direct testimony, requesting Commission approval of demand-side programs and for authority to establish a demand-side programs investment mechanism ("DSIM"). Rebuttal testimony was filed on March 28, 2014. Surrebuttal testimony was filed on April 14, 2014.

[1] Without taking any position regarding the propriety of its terms, The Empire District Electric Company, Union Electric Company d/b/a Ameren Missouri, Midwest Energy Consumers Group, and Brightergy, LLC have indicated they will not oppose this Stipulation. KCP&L and Staff have attempted to reach the Missouri Industrial Energy Consumers ("MIEC") to determine its position on this Stipulation. MIEC's position is unknown, but it has not objected over the last four weeks of settlement discussions.

II. SPECIFIC TERMS AND CONDITIONS

2. Complete Settlement of Case. As a result of extensive settlement discussions among all of the Signatories, the Signatories have agreed upon the terms[2] and conditions set forth below in full and final resolution of all issues in this case. This Stipulation is solely the result of compromise in the settlement process and does not serve as precedent beyond this Stipulation.

3. Approval of Plan. The Signatories agree for purposes of this Stipulation, the Commission should approve for KCP&L to implement 12 demand-side programs ("MEEIA Programs") and the DSIM described in this Stipulation (the "Plan"). The 12 MEEIA Programs are: Business Energy Efficiency Rebates-Custom; Business Energy Efficiency Rebates-Standard; Building Operator Certification; Income-Eligible Weatherization; Home Lighting Rebate; Air Conditioning Upgrade Rebate; Home Appliance Recycling Rebate; Income-Eligible Home Energy Report Program - Pilot; Home Energy Report Program - Pilot; Programmable Thermostat; Business Energy Analyzer; and, Home Energy Analyzer.

4. MEEIA Programs and MEEIA Programs' Cost. KCP&L agrees to make its best effort to begin implementation of its 12 MEEIA Programs on July 6, 2014, or on the effective date of the tariff sheets for the MEEIA Programs, if the effective date is other than July 6, 2014. The Plan period[3] will end December 31, 2015. The Plan includes a total budget of $19,175,842 for the 12 MEEIA Programs. The Plan's budgets for each of the individual MEEIA programs are found in Appendix A.

5. Annual Energy and Demand Savings Targets. The Plan has the following annual energy and demand savings targets:

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[2] Unless specifically defined herein, the terms used in the Stipulation are defined in the Commission's rules, 4 CSR 240-20.093(1) and 4 CSR 240-20.094(1).

[3] The Plan period is July 6, 2014 through December 31, 2015, which is approximately 18 months.

	Targeted Annual Energy Savings (kWh)	Programmable Thermostat Annual Demand Savings (kW)	All Other MEEIA Programs' Annual Demand Savings (kW)	Targeted Annual Demand Savings (kW)
2014 (July 6 – Dec. 31)	33,872,024	17,590	6,751	24,341
2015 (Jan. – Dec.)	68,716,971	2,371	16,383	18,754
The Sum of the Incremental Annual Targets in 2014 and 2015	102,588,995	19,961	23,134	43,095

The incremental annual energy savings targets amount to 0.74% and 0.77% of KCP&L's estimated weather normalized retail sales for July 6, 2014 through December 31, 2014 and calendar year 2015, respectively. The incremental annual demand savings targets amount to 1.23% and 0.95% of KCP&L's estimated weather normalized peak demand for July 6, 2014 through December 31, 2014 and calendar year 2015, respectively. The sum of the incremental annual energy and demand savings targets will be adjusted based on actual customer opt-outs as described in paragraph 6.

The annual energy and demand savings targets for each of the individual MEEIA Programs are included in the program tariff sheets attached as Appendix B.

The total resource cost test ("TRC") for the portfolio of MEEIA Programs is 1.88 and the TRCs for individual MEEIA Programs are included in Appendix A. The Business Energy Analyzer and Home Energy Analyzer are education programs and do not have TRC values.

6. DSIM. The Signatories agree to the DSIM described in this Stipulation. The DSIM addresses recovery of MEEIA Programs' costs, KCP&L's Throughput Disincentive Net Shared Benefits ("TD-NSB") Share that is intended to recover lost margin revenues, and any earned Performance Incentive Award. The Company will begin recovery through a DSIM Rider in the August 2014 billing or as soon as practical thereafter.

Program Costs: The Plan includes MEEIA Programs' costs of $19,175,842, which are based on the planned budgets for the 12 MEEIA Programs to be delivered over approximately 18 months beginning July 6, 2014 and ending December 31, 2015.

TD-NSB Share: The TD-NSB Share is the sum of the net shared benefits over the MEEIA Plan period multiplied by 26.36%. The energy and demand savings will be based on actual measures installed and tracked each month, and their associated deemed energy (kWh) savings and deemed demand (kW) savings and deemed lifetimes. For purposes of calculating the actual net shared benefits, a net-to-gross ("NTG") ratio of 1.00 will be used for all programs, with the exception of the Home Appliance Recycling Rebate program (a NTG of 0.52 will be used) and CFL's within the Residential Lighting and the Business Energy Efficiency Rebates-Custom and Business Energy Efficiency Rebates-Standard programs (a NTG of 0.90 in 2014 and a NTG of 0.70 in 2015 will be used for CFL measures). The net shared benefits is the sum of the 2014 present value of avoided utility costs over the measures' lives less 2014 present value of all programs' costs (including program design, administration, delivery, end-use measures, incentives, evaluation, measurement and verification ("EM&V"), utility market potential studies, and technical resource manual) discounted using the currently approved KCP&L weighted average cost of capital rate (6.961%). The total TD-NSB Share during the 18-month planning period is expected to be $8,885,678, or 26.36% of the total estimated annual net shared benefits of $33,702,693. Both the TD-NSB share expected dollars and annual net shared benefits referenced herein were discounted utilizing the approved Weighted Average Cost of Capital of 6.961% to reflect the time value of money.

Performance Incentive Award: After the MEEIA Programs are completed on December 31, 2015, EM&V will be performed by an independent consultant to include full retrospective application of NTG ratios at the program level for all MEEIA Programs for the determination of the sum of the incremental annual energy and demand savings for July 6, 2014 through December 31, 2015 of the MEEIA Programs. Dividing the sum of the incremental annual energy savings for July 6, 2014 through December 31, 2015 by the Commission approved energy savings target determines the kWh performance achievement level (expressed as a percentage). Dividing the sum of the incremental annual demand savings for July 6, 2014 through December 31, 2014 and for calendar year 2015 by the Commission-approved demand savings target determines the kW performance achievement level (expressed as a percentage).

The kWh performance achievement level (expressed as a percentage) will be weighted 90% and the kW performance achievement level (expressed as a percentage) will be weighted 10% to determine the overall level of achievement for the Plan when determining the Performance Incentive Award amount as illustrated in Appendix C.

In order to determine actual performance against the cumulative energy and demand savings targets, the cumulative energy and demand savings targets will be adjusted downward at the end of the 18 month Plan by accounting for the actual kWh retail sales of the opt-out customers over the portion of the Plan period for which they were opted out, divided by the kWh retail sales for commercial and industrial/non-residential classes less Lighting over the same Plan period. An example of the opt-out customers' adjustment to cumulative annual energy and demand savings targets calculations is attached as Appendix D.

The following is the Performance Incentive Award table.

Percent of kWh/kW Target (90%/10%)	**Percent of EM&V Net Shared Benefits**
Less than 70	0.00%
70	4.61%
80	5.47%
90	6.33%
100	7.20%
110	8.64%
120	10.07%
130	11.51%
> 130	11.51%

Recovery Mechanism: It is the intent of the Signatories that KCP&L shall ultimately bill customers for an amount as close as reasonably practicable to the actual MEEIA Programs' costs incurred, the KCP&L TD-NSB Share, and any earned KCP&L's Performance Incentive Award as provided for herein.

The initial DSIM Rider illustrative tariff sheets are attached as Appendix E and reflect the recovery of MEEIA Program costs, TD-NSB Share and Performance Incentive Award, including interest. The rate to be charged to residential and non-residential classes will initially be determined by dividing the total of the program costs plus 100% of the TD-NSB Share for each customer class for the period July 6, 2014 through December 31, 2014 by the projected energy (kWh) sales for each customer class, excluding opt-outs, over the period August 1, 2014 through January 30, 2015.

Throughout the Plan period, KCP&L will monthly determine the annual energy (kWh) savings and annual demand (kW) savings achieved through the demand-side programs in the more specific manner described below to determine KCP&L's TD-NSB Share. KCP&L shall monthly track the differences (separately for the residential and non-residential customer classes) between the amount billed and the dollar amount that equates to KCP&L's

TD-NSB Share. EM&V shall not be utilized to calculate the net shared benefits for the purposes of determining the amount of the KCP&L TD-NSB Share.

Monthly interest will be calculated for the monthly cumulative over- and under- monthly balances for MEEIA Programs' costs, KCP&L TD-NSB Share and any earned Performance Incentive Award. The monthly interest rate will be KCP&L's monthly short-term borrowing rate at that particular time. The DSIM Charge is applicable to all KCP&L Missouri Retail Rate Schedules with the exception of Lighting Schedules and customers who opt out of participation under the current MEEIA rules.

Separate Item on the Bill: Charges from the MEEIA Plan shall be reflected as "DSIM Charge" on a separate line item on customers' bills.

7. Determining KCP&L's TD-NSB Share. KCP&L's TD-NSB Share for a given month is 26.36% of the monthly TD-NSB. The monthly TD-NSB is the 2014 net present value of the gross benefits of all measures installed in that month, less the 2014 net present value of all programs' costs in that month.

a. KCP&L will use DSMore® XLS Version 6.0.1, GCG Version 6.0.6 and the applicable DSMore® electronic spreadsheets, provided as electronic workpapers (4 CDs labeled, "KCPL-MEEIA Disc [1-4] of 4 05/14/2014") to calculate the gross benefits of all measures installed in a month. For measures installed between July 6, 2014 and December 31, 2014, KCP&L will use the appropriate DSMore® Aggregate Tools and measure files ending with a suffix of "1". For measures installed in calendar year 2015, KCP&L will use the appropriate DSMore® Aggregate Tools and measure files ending with a suffix of "2". The input values in the DSMore® electronic spreadsheets shall not be changed except as discussed in the following:

(i) Cells C34 and D34 of the Program Input tab of the measure files, as appropriate, to reflect the actual number of energy efficiency measures (by type)[4] installed in each month up to that point.

(ii) KCP&L will update cells of the DSMore® electronic spreadsheets with the implementation contractor's best independent estimate of the impact savings data as necessary for Business Energy Efficiency Rebates – Custom measures, for which the potential study does not provide a deemed value savings.

(iii) **Income-Eligible Weatherization –** The agencies managing Income-Eligible Weatherization ("IEW") programs as of the date of this Stipulation are:

United Services;
West Central Missouri Community Action Agency;
Green Hills Community Action Agency;
Missouri Valley Community Action Agency; and,
Central Missouri Community Action.

Other community action agencies that decide to offer IEW programs within KCP&L's service territory may be included in the future.

KCP&L will develop the energy savings from the National Energy Assessment Tool ("NEAT"), which was developed by the Oak Ridge National Laboratory. KCP&L shall enter the kWh listed on the NEAT report for the actual measure(s) installed as follows: KCP&L incentive payment / total cost on the agency payment sheet x NEAT kWh. KCP&L shall input the kWh information developed above into the DSMore® spreadsheet for the Income-Eligible Weatherization program in cell B21 of the Program Input tab and DSMore® will calculate the kW savings.

The gross benefits for the month are the sum of the dollar values in cell D22 of the "Test Results" tab of the applicable DSMore® Aggregate Tool files.

[4] Or block of measures as annotated in cells C34 and D34 (e.g. Residential Lighting CFLs is per 10 CFLs).

b. Programs monthly cost information (administration, implementation/participation, incentives and other miscellaneous costs, including EM&V) will come from KCP&L's general ledger accounting system and be adjusted using the Weighted Average Cost Of Capital to reflect the 2014 net present value.

8. Business Energy Efficiency Rebates. Appendix F reflects that the baseline used for claiming savings for the early retirement ("retrofit") of existing T-12 linear fluorescent lighting systems to premium T-8 linear fluorescent lighting fixtures (or any equally or more efficient lighting technology) will only be allowed for program year 2014. In program year 2015, and for the remaining measure lifetime, for the purpose of calculating NSBs, lost margins, and the performance incentive, the baseline for the program year 2014 T-12 retrofits will be increased to a standard T-8 linear fluorescent lighting system. For program years beyond 2014, the energy and capacity savings from retrofits of T-12 systems to higher efficiency systems will reflect a minimum baseline of a standard T-8 system. If the replaced system is known and is more efficient than a standard T-8 system then actual replaced technology will be used as a baseline. KCP&L will not offer any rebates or promotions in any program for T-12 or standard T-8 systems as outlined in the chart below.

Program Year	**Actual Existing Lighting System To Be Retrofitted**	**Assumed Baseline used in 2014**	**Assumed Baseline used in 2015 and beyond for purposes of TD-NSB and Performance Incentive**
2014	T-12 System	Existing system efficiency (T-12)	Standard T-8 System
2014	Standard T-8 System	Existing Standard T-8 system	Standard T-8 System

2014	Existing system more efficient than Standard T-8 System	Existing actual system baseline (if done prescriptively, and no data on existing system, then assumption is Standard T8)	Existing actual system baseline (if done prescriptively, and no data on existing system, then assumption is Standard T8)
2015	T-12 System	N/A	Standard T-8 System
2015	Standard T-8 System	N/A	Standard T-8 System
2015	Existing system more efficient than Standard T-8 System	N/A	Existing actual system baseline (if done prescriptively, and no data on existing system, then assumption is Standard T8)

9. Residential Lighting. KCP&L will target the sales points which reflect a close proximity to customers' residences in KCP&L-MO territory. GMO has informed the advisory group of its intent to file the same lighting program in GMO. GMO will file by July 1, 2014, or sooner, under 4 CSR 240-20.094(4) to modify its MEEIA programs and file a tariff to adopt the same residential lighting rebate program as KCP&L to terminate December 2015. This filing will require modification of the savings target of the GMO DSIM to reflect a net increase of 25,161 MWh and 2.7 MW to the savings targets for purposes of the performance incentive award, but will not modify any other GMO MEEIA programs, or modify the percentage used to calculate GMO's TD-NSB share. KCP&L and GMO will use a NTG value of "0.9" for 2014 CFL measures, and "0.7" for 2015 CFL measures. KCP&L and GMO will use a NTG value of 1.0 for all LED measures in 2014 and 2015. KCP&L and GMO will not offer any rebates or buy-downs for incandescent lamps. The measure life for the GMO residential lighting program will have the same measure life as the KCP&L residential lighting program.

10. MPower. KCP&L will not include MPower in the KCP&L Plan and will continue to defer MPower costs so they can be reviewed and verified for future recovery in rates as currently treated. Customers who opt-out of the demand-side programs will be permitted to participate fully in the Programmable Thermostat and/or MPower programs. Notwithstanding

the provision contained in paragraph 2, KCP&L also agrees that it will not assert in future proceedings that customers who opt out of the demand-side programs should not be permitted to participate fully in the Programmable Thermostat and MPower program as long as the Section 393.1075.10, RSMo Cum. Supp. 2010 is not amended.

11. Home Energy Reports. KCP&L will implement two Home Energy Reports: Income-Eligible Home Energy Report Program – Pilot and Home Energy Report Program - Pilot. The Income-Eligible program reports will be sent to 20,000 low-income customers and the other program reports will be sent to 90,000 customers. Customers who have previously been a Low Income Home Energy Assistance Program or Economic Relief Pilot Program customer between January 1, 2012, through May 2, 2014, or those customers with an annual household income of less than $30,000 will be considered for the Income-Eligible program. Each pilot program will utilize Opower deemed savings.

12. Programmable Thermostat. KCP&L will not separate the Electric Power Research Institute project out as a pilot.

13. Taxes. If applicable, KCP&L will reflect any impact of income taxes in the calculation of its MEEIA rider.

14. Home & Business Energy Analyzers. KCP&L will evaluate other similar industry offerings to increase participation in the online energy tool.

15. Home Energy Improvements Rebate program. KCP&L agrees to continue to work with its demand-side management advisory group ("DSMAG") to develop a Home Energy Improvements Rebate program for its next MEEIA cycle. KCP&L agrees to analyze the achievable potential for Home Energy Improvements Rebate program and review best practice programs with its DSMAG with an intent to offer a cost-effective Home Improvements Rebate

program.

16. Combined Heat & Power. KCP&L will not include Combined Heat & Power ("CHP") in its C&I custom rebate program without Commission approval of an application to modify its demand-side programs pursuant to 4 CSR 240-20.094(4). Nothing prevents any party from challenging such future application.

17. Other Tariff Related Matters. Changes in measures and/or incentive amounts being offered at a given time will be made in accordance with the change process provided for in the tariff sheets for the "umbrella" residential and C&I energy efficiency programs. KCP&L will file a notice in this case no less than five (5) business days prior to making any change in its measure and/or incentive amount offerings; this notice requirement includes notice of the discontinuance of any measure and/or incentive amount. As provided for in the change process, the revised web page(s) reflecting the change(s) in measure or incentive amount will be filed in this case before the change is disclosed publicly on www.KCPL.com. If a measure or incentive amount shown on the website accessed as www.KCPL.com differs from the measure or incentive amount included in the currently effective notice filed in this case for the measure or incentive amount, the stated measure or incentive amount included in the currently effective notice shall govern. When a program participant has already received a reservation for a specified measure and incentive amount, future changes in measures or incentive amounts will not effect that reservation, so long as the program participant fulfills their obligation within any relevant time limits.

18. EM&V. KCP&L's independent EM&V contractor(s) will perform impact EM&V for each program, excluding IEW and Home & Business Energy Analyzers. Approximately five percent (5%) of the 18-month MEEIA Programs' costs budget

will be spent for EM&V. KCP&L will work with its DSMAG to develop an evaluation plan to determine how best to allocate and utilize the EM&V budget. The Signatories agree that the EM&V process for KCP&L, which will occur at the end of the Plan period, will be the same as the EM&V process for GMO contained in paragraph 10.b. on pages 22 through 25 of the Non-Unanimous Stipulation and Agreement Resolving KCP&L Greater Missouri Operations Company's MEEIA Filing (in Case No. EO-2012-0009) which was approved by the Commission on November 15, 2012. EM&V results will be utilized in determining the performance incentive and should allow for recovery, if any, of the performance incentive to begin approximately in January 2017. KCP&L will provide the details and results of the socket saturation study that was included in the market potential study, to the Signatories within 30 days of Commission approval of the Stipulation. KCP&L will follow international EM&V protocols consistent with GMO. The EM&V impact evaluation will not include market effects[5] for purposes of determining KCP&L's NTG calculation and resulting Performance Incentive Award for the Plan period ending December 31, 2015.

19. DSIM Components/Timing. KCP&L will file tariff sheets for a DSIM Rider to be effective on the same date as the MEEIA program tariff sheets, with charges pursuant to the DSIM Rider to be effective for the August 2014 billing month, or as soon as possible thereafter.

20. Technical Resource Manual. KCP&L will continue to collaborate on a statewide technical resource manual ("TRM").

21. Rider. Staff and KCP&L have contacted all signatories to the Stipulation and Agreement ("CEP") in Case No. EO-2005-0329 ("CEP Signatories"), explained the rider that Staff and KCP&L have agreed to as part of this settlement, and inquired of the CEP Signatories

[5] The Signatories agree to use the definitions of market changes, market effects and market transformation found within 2009 study "Market Effects and Market Transformation: Their Role in Energy Efficiency Program Design and Evaluation" at http://uc-ciee.org/planning-evaluation/7/334/105/nested.

as to their position to allow for the DSIM Rider to begin before June 1, 2015. The following CEP Signatories[6] not parties to this case, have indicated they are not opposed to a DSIM Rider that begins before June 1, 2015: Praxair, City of Kansas City, Missouri, and, Missouri Joint Municipal Electric Utility Commission.

22. Multifamily. KCP&L will continue to work with its DSMAG to address multifamily dwellings in its next MEEIA cycle filing. At a minimum KCP&L agrees to analyze the achievable efficiency potential in the multifamily sector and review best practice programs, with an intent to offer a multifamily program if it is expected to be cost-effective.

23. Rebate Tracking. KCP&L will track its total amount of rebates approved and rebates paid for its Business Energy Efficiency Rebates-Custom and Business Energy Efficiency Rebates-Standard programs. This information will be presented as a table or graph comparing total approved/paid rebates for both programs as a percent of total incentive budget posted weekly on www.KCPL.com in the Business Rebates portal.

24. Other Items.

a. Customer Notice – The Company agrees to work with parties on the form of a notice that will be sent to customers that specifically describes the rider. The notice will be mailed in the billing cycle beginning 30 days following the effective date of the Commission's order approving the Stipulation.

b. Customer FAQ's – KCP&L and GMO will work with OPC and Staff to develop a FAQ page about programs, costs and incentives that KCP&L and GMO will

[6] The Department of Natural Resources was signatory to the Stipulation and Agreement in EO-2005-0329. On August 29, 2013, Executive Order 13-03 transferred "all authority, powers, duties, functions, records, personnel, property, contracts, budgets, matters pending, and other pertinent vestiges of the Division of Energy from the Missouri Department of Natural Resources to the Missouri Department of Economic Development…" To the extent the present Stipulation requires a waiver of rights under a prior Stipulation and Agreement, the Missouri Division of Energy agrees to such waiver.

make available on their website. The FAQ page will be available on the website within 30 days of a Commission order approving the Stipulation in this case. The FAQ page or a comparable page will remain available on the website throughout the program.

c. Programmable Thermostat Program Customer Participation Agreement – KCP&L will work with Staff and OPC to modify the existing agreement to reflect the current proposed Programmable Thermostat Program, concurrent with its implementation.

d. Programmable Thermostat Program Web Page Information – Concurrent with the implementation of the Programmable Thermostat Program, KCP&L will modify its current web page information to be in agreement with the current proposed program.

25. Variances. The Signatories agree that the terms and conditions in this Stipulation may be inconsistent with the following Commission rules, and that good cause exists by the agreements made within this entire Stipulation to grant KCP&L variances from those rules:[7]

Variances related to the TD-NSB incentive to be implemented and based on prospective analysis rather than achieved performance verified by EM&V:

3.163(1)(A); 3.163(1)(E)5; 20.093(1)(C); 20.093(1)(M)5; 20.093(1)(EE); 20.093(2)(H); 20.093(2)(H)3; 20.094(1)(C); 20.094(1)(J)5; 20.094(1)(Z).

Variances related allowing adjustments to DSIM rates for the TD-NSB DSIM utility incentive revenue requirement as well as the DSIM cost recovery revenue requirement:

20.093(4); 20.093(4)(B).

Variances related to allow the TD-NSB incentive to be based on net shared benefits rather than annual net shared benefits, energy savings targets, and demand savings targets:

3.163(1)(J); 20.093(1)(A); 20.093(1)(B); 20.093(1)(Q); 20.093(2)(H);

[7] All rule references are to 4 CSR Division 240.

20.094(1)(A); 20.094(1)(B); 20.094(1)(Z).

Variances related to combining non-residential customers into one class:

20.093(2)(C); 20.093(2)(K).

Variances related to allowing flexibility in setting the incentives and changing measures within a program:

14.030.

Variances related to allow the annual report to be filed 90 days rather than 60 days, of the end of the calendar year:

20.093(8).

III. GENERAL PROVISIONS

26. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the Signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any ratemaking principle or procedural principle, including, without limitation, any method of cost or revenue determination or cost allocation or revenue related methodology, and none of the Signatories shall be prejudiced or bound in any manner by the terms of this Stipulation (whether it is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Stipulation, except as otherwise expressly specified herein. Without limiting the foregoing, it is agreed that this Stipulation does not serve as a precedent for future MEEIA plans, and does not preclude a party from arguing whether the Plan has or does not have an impact on KCP&L's business risk in any pending or future proceeding.

27. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not unconditionally approve this Stipulation, or approves it with modifications or conditions to which a party objects, then this Stipulation

shall be void and no signatory shall be bound by any of its provisions.

28. If the Commission does not unconditionally approve this Stipulation without modification, or approves it with modifications or conditions to which a party objects, 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.

29. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, the Signatories waive, with respect 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) their respective rights to present oral argument and/or written briefs pursuant to Section 536.080.1, RSMo 2000; (3) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000; and, (4) their respective rights to judicial review pursuant to Section 386.510, RSMo Supp. 2012. 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.

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

31. This Stipulation does not constitute a contract with the Commission. 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. 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.

32. The Signatories agree that this Stipulation resolves all issues raised in this case, and that the testimonies of all witnesses whose testimony was pre-filed in this case should be received into evidence without the necessity of the witnesses taking the witness stand.

Respectfully submitted,

/s/ Roger W. Steiner
Roger W. Steiner, MBE #39586
Kansas City Power & Light Company
1200 Main Street
Kansas City, MO 64105
(816) 556-2314
(816) 556-2787 (Fax)
Roger.Steiner@kcpl.com

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

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

/s/ Jennifer Hernandez
Jennifer Hernandez, MBE#59814
Senior Staff Counsel

Akayla J. Jones, MBE#64941
Legal Counsel

Missouri Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
(573) 751-8706
(573) 751-9285 (Fax)
jennifer.hernandez@psc.mo.gov

Attorneys for Missouri Public Service Commission

/s/ David Weiskopf
David Weiskopf
Natural Resources Defense Council
20 N. Wacker Drive, Suite 1600
Chicago, IL 60606
(312) 651-7934
(312) 434-2399 (Fax)
DWeiskopf@nrdc.org

Henry B. Robertson, MBE #29502
Great Rivers Environmental Law Center
705 Olive Street, Suite 614
St. Louis, MO 63101
(314) 231-4181
(314) 231-4184 (Fax)
hrobertson@greatriverslaw.org

Attorneys for Natural Resources Defense Council

/s/ Andrew J. Linhares
Andrew J. Linhares, MBE#63973
910 E. Broadway, Suite 205
Columbia, MO 65201
(314) 471-9973
(314) 558-8450 (Fax)
andrew@renewmo.org

Attorney for Earth Island Institute d/b/a Renew Missouri

/s/ Jeremy Knee
Jeremy Knee, MBE #64644
Associate General Counsel
Department of Economic Development
P.O. Box 1157
Jefferson City, MO 65102
(573) 522-3304
(573) 526-7700 (Fax)
jeremy.knee@ded.mo.gov

Attorney for Missouri Division of Energy

/s/ Jill Tauber
Jill Tauber
Earthjustice
1625 Massachusetts Avenue, NW, Suite 702
Washington, DC 20036-2212
(202) 667-4500
(202) 667-2356 (Fax)
jtauber@earthjustice.org

Henry B. Robertson, MBE #29502
Great Rivers Environmental Law Center
705 Olive Street, Suite 614
St. Louis, MO 63101
(314) 231-4181
(314) 231-4184 (Fax)
hrobertson@greatriverslaw.org

Attorneys for Sierra Club

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been hand-delivered, transmitted by e-mail, or mailed, First Class, postage prepaid, this 27th day of May, 2014, to counsel for all parties on the Commission's service list in this case.

/s/ Roger W. Steiner

Roger W. Steiner