

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

In the Matter of the Application of)
KCP&L Greater Missouri Operations Company)
For Approval of a Special Rate for a Facility) File No. EO-2019-0244
Whose Primary Industry is the Production or)
Fabrication of Steel in or Around Sedalia, Missouri.)

NON-UNANIMOUS STIPULATION AND AGREEMENT

COME NOW KCP&L Greater Missouri Operations Company (“GMO” or “Company”), the Staff (“Staff”) for the Missouri Public Service Commission (“Commission”), Nucor Steel Sedalia, LLC (“Nucor”), (collectively, “Signatories”) by and through their respective counsel, and for their Non-Unanimous Stipulation and Agreement (“Stipulation”), respectfully state to the Commission:

BACKGROUND

1. On July 12, 2019, GMO filed its Application requesting Commission authority for a special incremental load rate for a steel production facility in Sedalia, Missouri, along with direct testimony in support.
2. On July 22, 2019, Midwest Energy Consumers Group (“MECG”) intervened.
3. On July 31, 2019, Nucor Steel Sedalia, LLC (“Nucor”) intervened.
4. The Signatories agree to the following terms and conditions regarding the Application and the approval of the special incremental load rate.

AGREEMENTS

5. **Contract** – The Signatories agree that the Commission should approve the Contract between GMO and Nucor, attached to the Direct Testimony of Darrin Ives as Confidential Schedule DRI-2.

Energy Exhibit No. 5-P
Date 10-17-19 Reporter TTC
File No. EO-2019-0244

6. **Special Incremental Load Tariff** – The Signatories agree that the Special Incremental Load (“SIL”) tariff attached to the Direct testimony of Darrin Ives as DRI-2, as modified and attached as Exhibit 4 to this Stipulation, should be approved by the Commission and become effective no later than January 1, 2020. Service under the SIL tariff has a term of no greater than 10 years. If an extension to the service of Nucor pursuant to the SIL tariff is not approved by the Commission, the Company will request Commission approval to serve all of GMO’s retail customers with the associated wind energy used to serve Nucor and for the related costs for that wind to be recovered by the Company through its Fuel Adjustment Clause, or sell the associated wind energy to a customer or customers who wish to purchase the renewable energy resource directly. This agreement is not evidence of the prudence of GMO’s or an affiliate’s entry into any PPA.

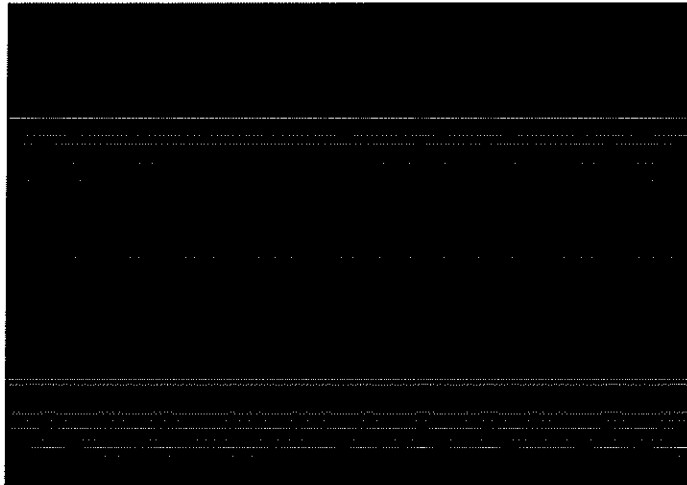
7. **Cost and Revenue Tracking** – GMO will monitor and report to Staff and OPC whether the revenues received under the special contract rate cover the incremental cost of providing service to Nucor. This reporting will be submitted quarterly for the first year following the effective date of the SIL tariff and the associated contract with Nucor, bi-annually for the second and third year, and annually thereafter. The Company will solicit feedback from Staff and the Office of Public Counsel up to and including meetings to evaluate and assess the content of the reports and any changes that may be needed to Exhibit 1 as a result of that feedback. The reporting will be submitted within 15 days after each of Evergy’s SEC 10-Q or 10-K filings are made and will detail Nucor-related transactions on a rolling twelve-month basis. GMO will uniquely identify and track for reporting and general rate case purposes all incremental costs

associated with serving Nucor¹. An example of the anticipated reporting format is provided in Exhibit 1 to this Stipulation.

- a. GMO will identify and isolate the plant costs to provide service to Nucor.
- b. GMO will identify and isolate supply costs attributable to Nucor. At this time these costs are expected to consist of:
 - i. energy as obtained through the SPP integrated marketplace including applicable ancillary services and transmission costs, and all transactions associated with the renewable supply source obtained via a Power Purchase Agreement (“PPA”).
 - ii. Incremental capacity costs acquired from third parties, including affiliates, will be determined annually in the assessment of GMO capacity requirements. The portion of GMO capacity acquired attributable to Nucor will be separately identified for inclusion in Exhibit 1. Similarly, if GMO constructs or acquires capacity during the term of the contract rather than purchasing capacity, or otherwise modifies its capacity source, capacity costs to Nucor will be calculated annually using prices as follows and be separately identified for inclusion in Exhibit 1. The accredited capacity attributable to Nucor’s share of the PPA, will be netted against the capacity requirements of the Nucor load, including the SPP reserve margin requirements, prior to pricing as described above for inclusion in Exhibit 1.

¹ As provided for in Exhibit 1.

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- c. GMO will modify its Fuel Adjustment Clause (“FAC”) accounting to ensure Nucor-related costs are not included in the FAC charge recovered from other customers. Exhibit 2 to this Stipulation details the expected modifications, including:
- i. **Power Purchase Agreement Cost** – Costs to follow conventional PPA accounting, with Nucor portion tracked separately from other PPA transactions completed by the Company. Costs to be recorded to a SIL-specific 555 subaccount and identifiable to Nucor. These costs will be specifically identified in the FAC monthly reports submitted to the Commission.
 - ii. **Production Market Cost** – Revenue from the sale of the energy from the PPA will be tracked in a separate SIL-specific 447 subaccount and identifiable to Nucor. These revenues will be specifically identified in the FAC monthly reports submitted to the Commission. The net effect of the sale of PPA purchase and the

Nucor load are to be recorded within the SIL-specific 447 and 555 subaccounts and identifiable to Nucor.

- iii. **Transmission Market Cost** – If occurring, costs would accompany the associated Southwest Power Pool (“SPP”) sale or purchase transactions and are to be recorded within SIL-specific 561, 565, and 575 subaccounts and identifiable to Nucor and created for the purpose of tracking these costs. These costs will be specifically identified in the FAC monthly reports submitted to the Commission.

Load purchased for Nucor will be calculated at the five minute level, aggregated to the hour as demonstrated in Exhibit 3. Based upon GMO load node locational marginal price.

- d. GMO will monitor Nucor operations and will identify additional SPP-related costs resulting from unexpected operational events. If actual Nucor load experiences a 25% deviation from the expected Nucor load for more than 4 hours and that load change is not reflected in the GMO day-ahead commitments, GMO will quantify the balancing relationship between the hourly and day-ahead prices to identify the effect of the unplanned load change to apportion any additional SPP balancing charges and will incorporate the effect attributed to Nucor into the tracking of Nucor costs. If the effect of this relationship increases costs to non-Nucor customers, the amount will be reflected in a subsequent FAC rate change filing and the portion attributed to Nucor will be identified with supporting work papers

and removed from the Actual Net Energy Cost prior to the calculation of the FAC rates.

For any incremental Nucor costs not specifically listed in Exhibit 1, including GMO internal costs attributable to Nucor, the costs will be uniquely recorded after they are incurred consistent with the cause of the cost and identified as contingency cost category within Exhibit 1.

8. **Ratemaking Treatment** – At the time of a general rate proceeding the portion of GMO’s revenue requirement associated with the incremental costs net of PPA net revenues to serve Nucor consistent with Exhibit 1 shall be assigned to Nucor. Nucor’s rate revenues shall be reflected in GMO’s net revenue requirement. If Nucor’s revenues do not exceed Nucor’s costs as reflected in the revenue requirement calculation through the true-up period, GMO will make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Nucor GMO customers will be held harmless from such effects from the Nucor service. In no event shall any revenue deficiency (that is, a greater amount of Nucor incremental costs compared to Nucor revenues) be reflected in GMO’s cost of service in each general rate proceeding for the duration of Nucor service during the terms of the contract between GMO and Nucor (Confidential Schedule DRI-2 of GMO witness Darrin Ives).

9. **Section 393.1655 RSMo. treatment** – The Signatories agree that because Nucor’s rate will be fixed for ten years and because the incremental cost to serve Nucor will be excluded from the revenue requirement of other customers: (1) Nucor’s average rate and kilowatt hours usage shall not be included in the rate limitation calculations performed under section 393.1655 RSMo.; (2) Nucor’s rate shall not be affected by the rate limitation provisions of 393.1655

RSMo.; and (3) Nucor shall not be considered to be, in whole or in part, a member of GMO's large power service rate class under section 393.1655.7(4) RSMo.

10. **Operational Communications** – Under the terms of the contract between GMO and Nucor (Confidential Schedule DRI-2), Nucor is obligated to notify GMO of planned outages, including maintenance outages, to a designated representative (section 4.3). Nucor is also obligated under the contract to notify GMO of any changes or additions of equipment or operations that would result in a material changes to the Nucor facility's peak demand that could impact GMO's transmission system (section 4.4). GMO has designated and will retain for the duration of service to Nucor a Customer Solutions Manager to Nucor to receive these notices. Nucor commits to providing the above notifications and coordinating with GMO to execute planned outages to minimize the impact on the GMO system.

11. **Future Commission proceedings** – Neither the Commission, Staff, OPC nor any other party shall be prejudiced, bound by, or in any way limited in litigating the allocation, tracking, or treatment of costs or revenues associated with serving Nucor under this Stipulation and Agreement in future FAC filings and general rate proceedings before the Commission. See section 13 in General Provisions below.

GENERAL PROVISIONS

12. Contingent upon Commission approval of this Stipulation without modification, the Signatories hereby stipulate to the admission into the evidentiary record of the testimony of their witnesses, and the witnesses of the parties who do not oppose this Stipulation, on the issues that are resolved by this Stipulation.

13. This Stipulation is being entered into solely for the purpose of settling the issues/adjustments in this case 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, method of cost determination or cost allocation or revenue-related methodology.

14. 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. No Signatory shall assert the terms of this agreement as a precedent in any future proceeding.

15. 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.

16. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issues addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

17. 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.

18. 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.

19. 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, the Signatories respectfully request the Commission to issue an order in this case approving the Stipulation subject to the specific terms and conditions contained therein.

Respectfully submitted,

/s/ Roger W. Steiner

Robert J. Hack, #36496
Roger W. Steiner, #39586
Kansas City Power & Light Company
1200 Main Street
Kansas City, MO 64105
Phone: (816) 556-2791
Phone: (816) 556-2314
Fax: (816) 556-2787
rob.hack@evergy.com
roger.steiner@evergy.com

/s/ Nicole Mers

Nicole Mers
Deputy Counsel
Missouri Bar No. 66766
Attorney for the Staff of the
Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65012
(573) 751-6651 (Telephone)
(573) 751-9285 (Fax)
Nicole.mers@psc.mo.gov

**ATTORNEYS FOR KCP&L GREATER
MISSOURI OPERATIONS COMPANY**

/s/ Michael K. Lavanga

Peter J. Mattheis
Michael K. Lavanga
Stone Mattheis Xenopoulos & Brew, PC
1025 Thomas Jefferson Street, N.W.
8th Floor, West Tower
Washington, D.C. 20007
(202)342-0800
pjm@smxblaw.com
mkl@smxblaw.com

/s/ Stephanie S. Bell

Stephanie S. Bell
Ellinger & Associates, LLC
308 East High Street
Suite 300
Jefferson City, MO 65101
(573)750-4100
sbell@ellingerlaw.com

**ATTORNEYS FOR NUCOR STEEL
SEDALIA, LLC**

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 19th day of September 2019.

/s/ Roger W. Steiner

Roger W. Steiner

Exhibit I

**Evergny Missouri West
NUCOR
Tracking Report
Period Ending March 31, 2020**

CONFIDENTIAL

Rate Base:

Plant in Service	End of Period	XX,XXX,XXX	
Less: Reserve for Depreciation	End of Period	X,XXX	
Net Plant in Service			XX,XXX,XXX
Less:			
Accumulated Deferred Income Taxes	End of Period		XX,XXX
NUCOR Rate Base			XX,XXX
Current Month Rate of Return			X.XX%
Rate of Return on Rate Base			XX,XXX

Net Cost of Service:

	Rolling 12 Months		
Purchased Power		XXX,XXX	
Customer Event Balancing		XX,XXX	
Other Sales for Resale		(XXX,XXX)	
Transmission Costs		XX,XXX	
Net Capacity Costs		XX,XXX	
Administration Costs		X,XXX	
Other Contingency Costs:			
REC Fees		XXX	
Maintenance/Other O&M		XXX	
Depreciation		XXX	
X		XXX	
Y		XXX	
Z		XXX	
Net Cost of Service			XXX,XXX
Total Cost - NUCOR			XXX,XXX
NUCOR Revenue			(XXX,XXX)
(Over)/Under Recovered			XXX,XXX

Overall Cost of Capital (Evergny Missouri West)				
	Amount (\$ in 000's)	Percent	Cost	Weighted Cost
Long Term Debt	X,XXX,XXX	XX.XX%	X.XX%	X.XX%
Common Equity	X,XXX,XXX	XX.XX%	9.50%	X.XX%
Total Overall Capital	X,XXX,XXX	100.00%		X.XX%

Note: The indicated ROE value of 9.50% will be fixed until GMO's next general rate case. All other amounts will represent GMO's actual costs associated with service to Nucor.

Exhibit 2

Kansas City Power & Light Company - GMO

FAC Calculation

Before Wind Farm

All numbers are hypothetical for illustration purposes only

Account	GMO	
Total Production Fuel (Fuel Operations)	7,341,235.78	
Less: Fuel Handling	332,128.39	
Less: 557100	2,591,314.70	
Less: Labor Residuals 501420	-	
Less: Labor In Residuals 501400	1,076.52	
Less: Steam Operations 501700 (501730-501734)	568,940.68	
Less: Natural Gas Demand 501000 RES 6025 (501228)	17,843.06	
Less: Natural Gas Demand 547027	285,842.34	
Less: Landfill Gas 547000 RES 6036	-	
Less: Unit Train BIT 501000 RES 6003 (501028)	-	
Less: Unit Train PRB 501000 RES 6008 (501029)	71,919.20	
Less: Book 11 Fuel 501033	-	
Less: RECs 509000 RES 6070 (509500)	-	
Plus: RECs sold 509000 RES 6174 (509500)	-	
Less: Book 11 Fuel 547033	-	
Total Fuel and Emissions (FC + EC)	3,472,070.89	
Total Purchased Power	12,132,424.20	
Less: Purchased Power -Nucor	487,667.11	
Less: Capacity 555005	2,578.13	
Plus: Short Term Capacity (Query)	-	
Less: Book 11 555032	-	
Total Purchased Power (PP)	11,642,178.96	
Total Transmission (565)	2,796,351.19	
Less: Historical Z2 (Query)	-	
Less: Non-recoverable SPP schedules	-	
Less: Crossroads (Query)	777,654.64	
Less: 52.80% of SPP Transmission	1,016,554.41	
Total Transmission (TC)	1,002,141.94	
Total Wholesale Sales	(2,036,337.39)	
Other Sales for Resale-Nucor	-	
Other Sales for Resale-Municipals 447103	(68,857.76)	
Other Sales for Resale-Private Utilities 447101	(921.53)	
Less: Book 11 Sales 447031	-	
Less: Book 11 Sales 447032	-	
Less: Book 11 Sales 447034	-	
Total Off System Sales Revenue (OSSR)	(1,966,558.10)	
TEC (FC+EC+PP-OSSR)	14,149,833.69	
Retail Sales	596,523,014.03	
Other Sales for Resale-Municipals	1,147,431.00	
Sales -Nucor	(20,311,000.00)	
Other Sales for Resale-Border	37,288.02	
Estimated Losses	40,326,288.56	
Est. Losses - Prior Period Corr.	(4,379,103.00)	
Unaccounted for kWh	-	
Used by Company	1,377,081.00	
kWh Net System Input	614,720,999.61	
Base Energy Cost	0.0224	
Total Base Energy Cost	13,769,750.39	
(TEC - B)	380,083.30	
(TEC - B) * 5%	19,004.17	
(TEC - B) * 95%	361,079.14	
Revenue Mwh	596,523,014.03	
Residential	215,695,533.01	0.37
Commercial	219,250,635.14	0.38
Industrial (less Nucor)	139,549,822.56	0.24
Streetsights	1,715,923.32	0.00
Govt-Other	-	-
Total CIS+	578,212,014.03	-
Municipals	1,147,431.00	0.00
Total	577,359,445.03	1.00
Residential	134,895.45	-
Commercial	137,118.79	-
Industrial	87,274.17	-
Streetsights	1,073.13	-
Govt-Other	-	-
Total CIS+	360,361.54	-
Municipals	717.60	-
Total	361,079.14	-

SPP Transmission (Query)	1,978,923.09
Less: Transmission -Nucor	53,630.64
Eligible SPP Transmission	1,925,292.44
47.20% of SPP Transmission	908,738.03
	1,016,554.41

Industrial	159,860,922.58
Nucor	20,311,000.00

Exhibit 2 (continued)

Kansas City Power & Light Company - GMO

FAC Calculation

After Wind Farm

All numbers are hypothetical for illustration purposes only

Account	GMO	
Total Production Fuel (Fuel Operations)	7,341,235.78	
Less: Fuel Handling	332,128.39	
Less: 557100	2,591,314.70	
Less: Labor Residuals 501420		
Less: Labor In Residuals 501400	1,078.52	
Less: Steam Operations 501700 (501730-501734)	568,940.88	
Less: Natural Gas Demand 501000 RES 6025 (501228)	17,943.08	
Less: Natural Gas Demand 547027	285,842.34	
Less: Lendfil Gas 547000 RES 6038		
Less: Unit Train BIT 501000 RES 6003 (501028)		
Less: Unit Train PRB 501000 RES 6008 (501029)	71,919.20	
Less: Book 11 Fuel 501033		
Less: RECs 509000 RES 6070 (509500)		
Plus: RECs sold 509000 RES 6174 (509500)		
Less: Book 11 Fuel 547033		
Total Fuel and Emissions (FC + EC)	3,472,070.89	
Total Purchased Power	11,930,945.92	
Less: Purchased Power -Nucor	288,188.83	
Less: Capacity 555005	2,578.13	
Plus: Short Term Capacity (Query)		
Less: Book 11 555032		
Total Purchased Power (PP)	11,642,178.96	
Total Transmission (S65)	2,796,351.19	
Less: Historical Z2 (Query)		
Less: Non-recoverable SPP schedules		
Less: Crossroads (Query)	777,854.84	
Less: 52.80% of SPP Transmission	1,018,554.41	
Total Transmission (TC)	1,002,141.94	
Total Wholesale Sales	(2,036,337.39)	
Other Sales for Resale-Nucor		
Other Sales for Resale-Municipals 447103	(68,857.76)	
Other Sales for Resale-Private Utilities 447101	(921.53)	
Less: Book 11 Sales 447031		
Less: Book 11 Sales 447032		
Less: Book 11 Sales 447034		
Total Off System Sales Revenue (OSSR)	(1,966,558.10)	
TEC (FC+EC+PP-OSSR)	14,149,833.69	
Retail Sales	596,523,014.03	
Other Sales for Resale-Municipals	1,147,431.00	
Sales - Nucor	(20,311,000.00)	
Other Sales for Resale-Border	37,288.02	
Estimated Losses	40,326,288.56	
Est. Losses - Prior Period Corr.	(4,378,103.00)	
Unaccounted for kWh		
Used by Company	1,377,081.00	
kWh Net System Input	614,720,999.61	
Base Energy Cost	0.0224	
Total Base Energy Cost	13,769,760.39	
(TEC - B)	380,083.30	
(TEC - B) * 5%	19,004.17	
(TEC - B) * 95%	361,079.14	
Revenue kWh	596,523,014.03	
Residential	215,695,533.01	0.37
Commercial	219,250,635.14	0.38
Industrial (less Nucor)	139,549,922.56	0.24
Streetlights	1,715,923.32	0.00
Govt-Other		
Total CIS+	578,212,014.03	
Municipals	1,147,431.00	0.00
Total	577,359,445.03	1.00
Residential	134,895.45	
Commercial	137,118.79	
Industrial	87,274.17	
Streetlights	1,073.13	
Govt-Other		
Total CIS+	360,361.54	
Municipals	717.60	
Total	361,079.14	

SPP Transmission (Query)	1,978,923.08
Less: Transmission-Nucor	53,630.64
Eligible SPP Transmission	1,925,292.44
47.20% of SPP Transmission	909,738.03
	1,016,554.41

Industrial	159,660,922.56
Nucor	20,311,000.00

Exhibit 2 (continued)

Scenario A (After Wind Farm)

All numbers are hypothetical for illustration purposes only.

Inputs	
Wind Farm Purchase (MWh)	26,828
Nucor Load Purchases (MWh)	20,311
Wind Farm Contract Price \$	18.50
GMO Load Purchase Price \$	24.01
Nucor Retail Rate \$	35.00

Hourly Energy Calculations

Wind Farm Purchase by GMO to Developer	
Wind Farm Purchase (MWh)	26,828
Wind Farm Contract Price \$	18.50
	\$ 442,662

GMO sells wind MWh to SPP at load node (BSS)	
SPP BSS Settlement (MWh)	(26,828)
Load node Price \$	24.01
	\$ (644,142)

GMO purchases all Load from SPP (including Nucor)	
Nucor Load Purchases (MWh)	20,311
GMO Purchase Price \$	24.01
	\$ 487,667

GMO Retail Transactions	
Nucor Load Purchases (MWh)	20,311
Retail Rate \$	35.00
	\$ 710,685

Monthly Calculations

Example:	
GMO load for May (MWh)	635,032
Nucor monthly Usage (MWh)	20,311
Nucor's Percentage of Load	0.032
GMO monthly load (Mw)	2,179
Nucor monthly load (Mw)	59
Nucor's Percentage of Load	0.027

SPP Transmission charges driven by load

Fee Type	Admin	Sched 11	Sched 12	ZZ
Fee Amount \$	451,863	1,974,154	65,382	4,099
Ratio	0.032	0.027	0.027	0.032
Nucor Share \$	14,774	53,600	1,772	131
Eligible to include in FAC \$	-	1,820,654	-	3,965
FAC%	47.2%	47.2%	47.2%	47.2%
Included in FAC \$	-	905,549	-	1,872

Wind farm purchase is at GMO load node so no TCRs or ARRs or network service is required.

Scenario B (Before Wind Farm)

All numbers are hypothetical for illustration purposes only.

Inputs	
Wind Farm Purchase (MWh)	0
Nucor Load Purchases (MWh)	20,311
Wind Farm Contract Price \$	18.50
GMO Load Purchase Price \$	24.01
Nucor Retail Rate \$	35.00

Hourly Energy Calculations

Wind Farm Purchase by GMO to Developer	
Wind Farm Purchase (MWh)	0
Wind Farm Contract Price \$	18.50
	\$ -

GMO sells wind MWh to SPP at load node (BSS)	
SPP BSS Settlement (MWh)	0
Load node Price \$	24.01
	\$ -

GMO purchases all Load from SPP (including Nucor)	
Nucor Load Purchases (MWh)	20,311
GMO Purchase Price \$	24.01
	\$ 487,667

GMO Retail Transactions	
Nucor Load Purchases (MWh)	20,311
Retail Rate \$	35.00
	\$ 710,685

Monthly Calculations

Example:	
GMO load for May (MWh)	635,032
Nucor monthly Usage (MWh)	20,311
Nucor's Percentage of Load	0.032
GMO monthly load (Mw)	2,179
Nucor monthly load (Mw)	59
Nucor's Percentage of Load	0.027

SPP Transmission charges driven by load

Fee Type	Admin	Sched 11	Sched 12	ZZ
Fee Amount \$	451,863	1,974,154	65,382	4,099
Ratio	0.032	0.027	0.027	0.032
Nucor Share \$	14,774	53,600	1,772	131
Eligible to include in FAC \$	-	1,820,654	-	3,965
FAC%	47.2%	47.2%	47.2%	47.2%
Included in FAC \$	-	905,549	-	1,872

Wind farm purchase is at GMO load node so no TCRs or ARRs or network service is required.

Exhibit 3

SPP hourly load purchases Load purchased for Nucor will be calculated at the 5 minute level, aggregated to the hour per the example below.
GMO Load Hub

All numbers are hypothetical for illustration purposes only

GMO Load Point	Year	Month	Day	HE	DA Load (MWh)	DA LMP (\$/MWh)	DA Charges Load (\$)	RT Meter Load (MWh)	RT LMP (\$/MWh)	RT Charges Load (\$)	RT Load MWh	Load \$	Load \$/MWh
MPS_MPS	2019	May	1	1	713	\$24.97	(\$17,807)	689.7541667	\$18.33	\$448	689.75	\$ 17,358.62	25.166
MPS_MPS	2019	May	1	2	684	\$22.47	(\$15,370)	668.5195833	\$19.84	\$307	668.52	\$ 15,063.71	22.533
MPS_MPS	2019	May	1	3	669	\$22.98	(\$15,374)	655.59425	\$18.62	\$250	655.59	\$ 15,123.86	23.069
MPS_MPS	2019	May	1	4	664	\$23.08	(\$15,326)	657.6149167	\$19.35	\$123	657.61	\$ 15,202.98	23.118
MPS_MPS	2019	May	1	5	680	\$24.59	(\$16,722)	682.0743333	\$19.32	(\$43)	682.07	\$ 16,765.28	24.590
MPS_MPS	2019	May	1	6	733	\$28.55	(\$20,925)	720.4675833	\$44.02	(\$97)	720.47	\$ 21,021.52	29.178
MPS_MPS	2019	May	1	7	814	\$36.38	(\$29,616)	803.52725	\$40.66	\$881	803.53	\$ 28,735.48	35.762
MPS_MPS	2019	May	1	8	857	\$38.84	(\$33,288)	842.016	\$23.55	\$354	842.02	\$ 32,934.08	39.113
MPS_MPS	2019	May	1	9	873	\$41.43	(\$36,169)	844.2758333	\$23.53	\$676	844.28	\$ 35,493.34	42.040
MPS_MPS	2019	May	1	10	880	\$42.30	(\$37,226)	850.3253333	\$25.82	\$763	850.33	\$ 36,463.12	42.881
MPS_MPS	2019	May	1	11	887	\$43.34	(\$38,444)	847.0004167	\$26.69	\$1,068	847.00	\$ 37,375.81	44.127
MPS_MPS	2019	May	1	12	887	\$43.48	(\$38,567)	839.5871667	\$27.17	\$1,283	839.59	\$ 37,284.13	44.408
MPS_MPS	2019	May	1	13	867	\$44.49	(\$38,575)	833.6218333	\$26.60	\$886	833.62	\$ 37,689.18	45.211
MPS_MPS	2019	May	1	14	846	\$44.12	(\$37,326)	835.8728333	\$27.03	\$271	835.87	\$ 37,055.64	44.332
MPS_MPS	2019	May	1	15	849	\$41.33	(\$35,059)	831.39175	\$25.77	\$454	831.39	\$ 34,634.83	41.659
MPS_MPS	2019	May	1	16	861	\$40.59	(\$34,945)	831.0279167	\$28.49	\$855	831.03	\$ 34,089.56	41.021
MPS_MPS	2019	May	1	17	875	\$40.08	(\$35,071)	839.6754167	\$24.48	\$865	839.68	\$ 34,206.18	40.737
MPS_MPS	2019	May	1	18	908	\$36.13	(\$32,804)	847.0579167	\$21.29	\$1,296	847.06	\$ 31,508.40	37.197
MPS_MPS	2019	May	1	19	911	\$33.42	(\$30,445)	850.9856667	\$21.22	\$1,273	850.99	\$ 29,171.83	34.280
MPS_MPS	2019	May	1	20	970	\$35.95	(\$34,874)	854.0291667	\$26.16	\$3,027	854.03	\$ 31,846.86	37.290
MPS_MPS	2019	May	1	21	969	\$39.00	(\$37,786)	874.2036667	\$26.42	\$2,504	874.20	\$ 35,282.00	40.359
MPS_MPS	2019	May	1	22	931	\$32.46	(\$30,217)	842.4994167	\$21.92	\$1,866	842.50	\$ 28,350.24	33.650
MPS_MPS	2019	May	1	23	846	\$27.08	(\$22,907)	771.5226667	\$22.89	\$1,686	771.52	\$ 21,220.81	27.505
MPS_MPS	2019	May	1	24	763	\$20.81	(\$15,877)	711.3428333	\$15.68	\$844	711.34	\$ 15,032.43	21.132

SPP 5 minute load purchases

GMO Load Hub

All numbers are hypothetical for illustration purposes only

ReportingID	Year	Month	Day	HE	Minutes	DA Charges Load (\$)	DA Load (MWh)	RT Meter Load (MWh)	RT Charges Load (\$)
MPS_MPS	2019	May	1	1	0	(\$17,807)	713	705	\$14
MPS_MPS	2019	May	1	1	5	\$0	713	704	\$4
MPS_MPS	2019	May	1	1	10	\$0	713	697	\$20
MPS_MPS	2019	May	1	1	15	\$0	713	696	\$27
MPS_MPS	2019	May	1	1	20	\$0	713	696	\$28
MPS_MPS	2019	May	1	1	25	\$0	713	687	\$46
MPS_MPS	2019	May	1	1	30	\$0	713	688	\$40
MPS_MPS	2019	May	1	1	35	\$0	713	684	\$49
MPS_MPS	2019	May	1	1	40	\$0	713	682	\$52
MPS_MPS	2019	May	1	1	45	\$0	713	679	\$58
MPS_MPS	2019	May	1	1	50	\$0	713	679	\$56
MPS_MPS	2019	May	1	1	55	\$0	713	680	\$54
\$448									

Exhibit 4

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 157

Canceling P.S.C. MO. No. 1 Original Sheet No. _____

For Missouri Retail Service Area

**Special Rate for Incremental Load Service
Schedule SIL**

PURPOSE:

This rate schedule is designed to provide certain Customers with new or incremental increases in load access to a special rate that is not based on the Company's cost of service like generally available tariff rates, but is designed to recover no less than the incremental costs of serving the new load. The Customer load will be served primarily by renewable energy resources separate from energy resources used to serve general customers of the Company.

AVAILABILITY:

This special rate is available to customers with new, incremental load who:

- Have a facility whose primary industry is the smelting of aluminum and primary metals, (Standard Industrial Classification Code 3334) or
- Have a facility whose primary industry is the production or fabrication of steel (North American Industrial Classification System 331110) or
- Operate a facility with an increase in load equal to or in excess of a monthly demand of fifty megawatts

Each customer must demonstrate the new, incremental load can:

- Show a competitive need, documenting the facility would not commence operations absent the special rate,
- Show the special rate is in the interest of the state of Missouri when considering the interests of the customers of the Company, considering the incremental cost of serving the facility to receive the special rate, and the interests of the citizens of the state generally in promoting economic development, improving the tax base, providing employment opportunities in the state, and promoting such other benefits to the state as the commission may determine are created by approval of the special rate

This rate is not available for standby, breakdown, supplementary, maintenance or resale service except as noted below. Sub-metering or the reselling of electricity is prohibited.

Availability of service under this tariff may be limited by the Company due to constraints with, or protection for, Company generation resources or the transmission grid.

Service under this tariff may not be combined with service under an Economic Development Rider, an Economic Redevelopment Rider, , the Renewable Energy Rider, Community Solar program, service as a Special Contract, or be eligible for participation in programs offered pursuant to the Missouri Energy Efficiency Investment Act, or for participation in programs related to demand response or off-peak discounts, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

Service under this tariff shall be excluded from projected energy calculations used to establish charges under Riders FAC and RESRAM, and programs offered pursuant to the Missouri Energy Efficiency Investment Act, unless otherwise ordered by the Commission when approving a contract for service under this tariff.

Issued:

Effective:

Issued by: Darrin R. Ives, Vice President

1200 Main, Kansas City, MO 64105

Exhibit 4 (continued)

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 157.1

Canceling P.S.C. MO. No. 1 Original Sheet No. _____

For Missouri Retail Service Area

Special Rate for Incremental Load Service Schedule SIL

TERMS & CONDITIONS:

Service under this rate schedule requires a written contract between the Company and the Customer. Each Special Incremental Load Rate Contract shall collect at least the incremental cost incurred by the Company to serve the Customer. Incremental costs shall be calculated, and profitability must be demonstrated at the time the contract is approved to confirm that revenues to be received from Customers under this Schedule are expected to be sufficient to cover the Company's increased costs to offer service pursuant to each Special Incremental Load Rate Contract. All charges for service under this rate schedule shall be limited to the charges contained in the contract between the Company and the Customer.

CONTRACT DOCUMENTATION:

At least 60 days prior to the effective date of the Special Incremental Load Rate Contract, the Company will file the individual Special Incremental Load Rate Contract and supporting documentation with the Commission for approval. The supporting documentation will include the following items:

1. Customer Needs: Company shall provide a narrative description of the reasons why the Special Incremental Load Rate is necessary for this Customer.
2. Customer Alternatives: Company shall describe competitive alternatives available to the Customer.
3. Incremental Costs: Company shall quantify the expected incremental cost associated with the Special Incremental Load Rate Contract Customer.
4. Profitability: Company shall quantify the expected profitability of the Special Incremental Load Rate Contract as the difference between the revenues expected to be generated from the pricing provisions in the Special Incremental Load Rate Contract compared to Company's expected incremental costs. All significant assumptions shall be identified that affect this quantification.
5. Other Ratepayer Benefits: Company shall quantify the benefits that it believes will accrue to other ratepayers from the Special Incremental Load Rate Contract. All significant assumptions shall be identified that affect this quantification.
6. Other Economic Benefits to the Area: the Company and/or local economic development agency shall quantify the economic benefits to the state, metropolitan area, and/or local area that Company projects to be realized as a result of the Special Incremental Load Rate Contract. The Company will also file an affidavit from the state, metropolitan area and/or local area economic development agency that is also providing benefits to the customer.

Issued:
Issued by: Darrin R. Ives, Vice President

Effective:
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Exhibit 4 (continued)

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 157.2

Canceling P.S.C. MO. No. 1 Original Sheet No. _____

For Missouri Retail Service Area

**Special Rate for Incremental Load Service
Schedule SIL**

TERM:

The initial term may vary for each customer served under this rate schedule but in no instance, should the term be greater than ten (10) years. Prior to the end of the term, the Company and Customer will work together to evaluate an extension of the term and if mutually appropriate, work together to secure any required approvals for an extension of the term. Each subsequent extension shall not exceed an additional ten (10) years.

SPECIAL RATE, PROVISIONS, AND TERMS:

1. The Special Incremental Load Rate will be determined for each Customer based on expected loads and the renewable energy resource planned to serve the Customer. Details about the rate including all terms and conditions related to the Special Incremental Load Rate will be documented through a Special Incremental Load Rate Contract.
2. The Special Incremental Load Rate will be designed to recover no less than the incremental cost to serve the Customer over the term of the Special Incremental Load Rate Contract. Non-participating customers shall be held harmless from any deficit in revenues provided by any customer served under this tariff.
3. All Special Incremental Load Rate Contracts executed under this tariff will include the following provisions:
 - a. Special Rate – details about the structure and rate to be paid by the Customer.
 - b. Agreement Term – clear identification of the dates associated with the Special Rate, particularly the start date for contract term.
 - c. Confidentiality – terms to establish protections needed to protect data under competitive conditions.
 - d. Operational Parameters – details about the expected operation of the facility to be served.
4. The Company will make provisions to uniquely identify the costs and revenues for each respective Special Incremental Load Rate Contract within its books and records. This information will be available to support periodic reporting as ordered by the Commission. At the time of a general rate proceeding the portion of the Company's revenue requirement associated with the incremental costs net of PPA net revenues to serve the Customer shall be assigned to the Customer. The Customer's rate revenues shall be reflected in Company's net revenue requirement. If the Customer's rate revenues do not exceed the incremental cost to serve the Customer as reflected in the revenue requirement calculation, the Company shall make an additional revenue adjustment covering the shortfall to the revenue requirement calculation through the true-up period, to ensure that non-Schedule SIL customers will be held harmless from such effects from the service under Schedule SIL. In no event shall any revenue deficiency (that is, a greater amount of the Customer's incremental costs compared to the Customer's revenues) be reflected in the Company's cost of service in each general rate proceeding for the duration of service to the Customer(s) during the terms of the contract between Company and Customer served under this tariff.

REGULATIONS:

Subject to Rules and Regulations filed with the State Regulatory Commission.

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Exhibit 4 (continued)

KCP&L GREATER MISSOURI OPERATIONS COMPANY

P.S.C. MO. No. 1 Original Sheet No. 157.3

Canceling P.S.C. MO. No. 1 Original Sheet No. _____

For Missouri Retail Service Area

**Special Rate for Incremental Load Service
Schedule SIL**

SPECIAL INCREMENTAL LOAD RATE CONTRACTS:

Start Date of Special Incremental Load Rate Contract	Name of Customer	Address	Term of Special Incremental Rate
January 1, 2020	Nucor Steel Sedalia, LLC	500 Rebar Rd, Sedalia, MO	10 years

Issued:
Issued by: Darrin R. Ives, Vice President

Effective:
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