BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement A General Rate Increase for Electric Service	)))	**Case No. ER-2018-0145**
In the Matter of KCP&L Greater Missouri Operations Company's Request for Authorization to Implement A General Rate Increase for Electric Service	))))	**Case No. ER-2018-0146**

NON-UNANIMOUS PARTIAL STIPULATION AND AGREEMENT
CONCERNING RATE DESIGN ISSUES

COME NOW Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO") (collectively the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), the Office of the Public Counsel ("OPC"), Advanced Energy Management Alliance ("AEMA"), Missouri Division of Energy ("DE"), Missouri Joint Municipal Electric Utility Commission ("MJMEUC"), and Renew Missouri Advocates ("Renew MO") (collectively, "Signatories") by and through their respective counsel, and for their Non-Unanimous Partial Stipulation and Agreement concerning rate design issues ("Rate Design Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

AGREEMENTS

1. SETTLEMENT OF SPECIFIC ISSUES

This settlement resolves the following issues on the September 18, 2018 Corrected List of Issues filed in this case: Load Research (II); the following issues in Rate Design/Class Cost of Service (III) (Time of Use Residential Rate Design); Tariffs (IV); Riders (V); Indiana Model (VI); Third Party Charging Stations (VII); and Distributed Energy (VIII). As such, the parties do not believe that it is necessary to hear these issues as beginning on September 24, 2018.

2. **TIME OF USE RATES**

a. The Signatories believe this Rate Design Stipulation defines a meaningful and successful process to establish alternative rate plans in the form of Time of Use ("TOU") rates for residential customers following accepted best practice and ensuring measured impact to customers within the class. The Company believes TOU rates should be part of a broad selection of rates offered to Customers and utilized to help the Company provide an opportunity to Customers to shift demands from peak periods and benefit from that shifting load. Further, TOU rates allow the Company and Customers to extract additional benefit from recent upgrades in metering and billing systems.

b. Effective October 1, 2019, KCP&L and GMO will offer a residential Time of Use Service, originally proposed[1] as pilot by the Company in this case, as an opt-in rate that would be available as an alternative to standard residential rates, which shall continue to be available.

i. The TOU opt-in rate will remain in effect until changed by Commission order.

ii. Customers who take service under the TOU opt-in rate and switch back to a standard rate will be required to wait 12 months before they will be eligible to re-enroll in the TOU opt-in rate.

[1] The Signatories use the phrase, "originally proposed," for the purpose of identifying the residential TOU pilot; however, the use of this phrase does not include, and specifically excludes, the KCP&L and GMO's proposals relating to combining TOU with MEEIA.

c. The Company will develop a comprehensive customer research, education and marketing plan and identify the Company readiness and outreach capabilities and resources required to introduce the TOU rate plan to residential customers.

i. By the end of Q4 2018, the Company will meet with Staff, OPC, DE and Renew MO (stakeholders) to review the customer research plan.

ii. By the end of Q1 2019, the Company will launch the customer research plan.

iii. The Company will evaluate leading practices on customer education and engagement on TOU deployment. During Q2 2019, the Company will develop a marketing and education plan and will meet with stakeholders to review.

1. The Company will develop a plan that may include various forms of tools, marketing, and customer education such as mailings, outbound calling, text messaging, website information, media outlets and outreach through various company partners including community action agencies, senior housing centers and others.

2. The plan will include marketing to specific end-uses that might benefit from the TOU rate plan, such as Electric Vehicle charging and space conditioning.

3. The Company will address the potential impact to the customer contact center and training that will ensue to properly address customer questions. The Company will

provide all call center personnel with effective and sufficient training and education on their TOU offering. Company shall evaluate opportunities to educate new customers requesting service on the availability of a TOU as well as other educational opportunities when existing customers call the contact center for other matters, including TOU education through an Interactive Voice Recognition ("IVR").

4. The plan will address how to approach vulnerable customer segments, such as low-income customers, elderly customers and customers with electricity-dependent medical needs.

5. Education on the merits of the TOU opt-in rate plan, both specific to the customers taking service thereunder as well as to customers at large, will continue throughout the offering of the TOU opt-in rate plan.

6. The Company will work with stakeholders to operationalize the customer journey from first learning about the TOU rates, to enrolling/un-enrolling, receiving the first bill and managing their energy usage going forward

iv. The Company will develop a process to solicit feedback from customers availing themselves of the TOU rate and those who do not avail themselves of such rate to determine program success and opportunities for improvement. This is referred to as "Customer

Feedback Mechanism". This process shall be developed with stakeholder input. The Company will keep customer documentation and records on all customer feedback to the degree possible regarding its post-implementation of TOU in a format that can be shared with stakeholders upon request.

1. End of Q4 2018, discuss with stakeholder options for Customer Feedback Mechanism.
2. End of Q2 2019, finalize draft of Customer Feedback Mechanism and share with stakeholders.
3. End of Q4 2019, finalize Customer Feedback Mechanism and plans for implementing the mechanism, and share with stakeholders.

v. The Company will develop, with stakeholder input, metrics to gauge changes in customer behavior. This is referred to as "Customer Behavior Metrics."

1. End of Q4 2018, discuss with stakeholders options for Customer Behavior Metrics.
2. End of Q2 2019, finalize draft of Customer Behavior Metrics and share with stakeholders.
3. End of Q4 2019, finalize Customer Behavior Metrics and share with stakeholders.

vi. Company will develop a business case for implementation of shadow billing feasibility, with the goal of implementing shadow billing for all residential customers.

1. End of Q4 2018, Company will review draft plan of shadow billing with stakeholders.
2. End of Q1 2019, Company will finalize business case for shadow billing and share with stakeholders to define next steps.

vii. Education on the merits of the opt-in rates, both specific to the customers taking service thereunder as well as to customers at large, will continue from the dates addressed herein until the Company's next general rate cases.

d. The Company will provide details of the education, marketing and outreach efforts, and customer TOU subscription numbers to the Commission at an on-the-record presentation in December 2019 and September 2020.

e. When completed the Company will submit to the Commission the following documents on an ongoing basis: Customer research plan, business case for shadow billing, marketing and education plan, EM&V plan, Customer Feedback Mechanism, Customer Behavior Metrics, EM&V interim and final results and documentation shared at each stakeholder meeting.

f. Company will meet with stakeholders by the end of Q1 2020 and end of Q1 2021 to discuss number of customers on TOU rate plan; changes in customer behavior including shift demands from peak periods and benefit from that shifting load; education effectiveness; customer feedback and questions; observations from summer vs winter rate impacts. Nothing precludes any stakeholder from making a filing with the Commission should it believe the Company is not actively providing reasonable outreach and education to their customers or other concerns regarding TOU deployment. Nothing prevents the Company from opposing any such filing.

g. If by December 31, 2019 KCP&L and GMO do not have at least 750 customers per company signed up for the TOU service, stakeholders will discuss and consider changes to the education and outreach plan or changes to program design necessary to enhance enrollment.

h. If KCP&L and GMO have not gained at least an additional 1000 customers per company by December 31, 2020, stakeholders will review education and outreach plan and program design changes necessary to enhance enrollment.

i. By June 30, 2020, KCP&L will file a rate design case limited to TOU issues. For GMO, signatories further agree the September 20, 2016 Non-Unanimous Stipulation and Agreement in ER-2016-0156 will be expanded to include TOU, with the TOU rate design case to commence by June 30, 2020.

j. KCP&L and GMO will submit a Residential TOU rate design in their next rate cases based on lessons learned from the TOU service.

k. Company will complete an EM&V Report by December 31, 2021.

1. End of Q2 2019, review draft of EM&V plan with parties and solicit feedback on parameters and methodology.

2. End of Q4 2019, finalize EM&V plan with parties.

l. KCP&L and GMO shall be authorized to defer for recovery prudently incurred program costs (representing the prudently incurred work detailed above and including marketing, education, evaluation and administration costs) associated with the TOU service. In the next rate case, KCP&L and GMO shall be authorized to recover prudently incurred program costs at the level represented by the percentage of customers enrolled in the TOU service at the time of filing of the rate cases compared to the above target level, not to exceed 100% recovery of costs. KCP&L and GMO will demonstrate that such percentage is not simply a result of transferring customers to a lower rate, but based on efforts directly related to changing customer behavior through marketing and education.

3. **RESIDENTIAL RATE DESIGN**

a. GMO

In the event the Commission orders an increase to residential revenue, the parties have not reached an agreement on the appropriate residential rate design.

In the event the Commission orders a decrease to the residential revenue, Parties agree to a Residential Customer Charge of $11.47. The remaining decrease, if applicable gets spread to remaining rate element charges in the following manner:

Step 1: Increase tail block MORH and MORNH to $0.05005.

Step 2: Decrease MORG, MORN, MORH, MORNH first block winter to $0.09990, or until Residential revenue target is met, whichever occurs first.

Step 3: Any remaining decrease gets applied as an equal percent to all summer rate blocks, MORO, and first block winter for MORG, MORN, MORH, MORNH. No changes will be made in this step to winter blocks 2 and 3.

b. KCP&L

In the event the Commission orders an increase to residential revenue, the parties have not reached an agreement on the appropriate residential rate design. If no revenue change or a reduction in revenue is ordered for the Residential class, the parties agree to the rate designs indicated below applicable to the revenue levels indicated. The Signatories agree that parties can argue, and the Commission can order, a rate decrease for residential customers other than 2.39%, 1%, 0.5%, or $0. For revenue reductions between the revenue levels indicated below, the charges will be interpolated, in a manner consistent with the table below, to collect the appropriate revenue level. For revenue reductions below the lowest revenue level indicated on the table below, the non-customer charges will be adjusted by an equal percentage.

RESIDENTIAL	Current Rates	Residential Class at Approx. 2.39% Decrease	Residential Class at Approx. 1% Decrease	Residential Class at Approx. .5% Decrease	Residential Class at Approx. 0% Decrease
	$ 338,392,690	$ 330,294,806	$ 334,865,768	$ 336,689,366	$ 338,374,383
CUSTOMER CHARGE					
One Meter - 1RS1A, 1RSDA, 1RS1B, 1RS6A, 1RFEB, 1RO1A	$ 12.62	$ 11.47	$ 11.47	$ 12.07	$ 12.62
Two Meters - Standard - 1RS2A, 1RS3A, 1RW7A, 1RH1A	$ 14.95	$ 13.80	$ 13.80	$ 14.40	$ 14.95
Two Meters - Additional					
ENERGY CHARGE					
Summer Rate					
Summer Gen - 1RS1A, 1RSDA, 1RS1B,					
0-600	$ 0.12893	$ 0.12747	$ 0.12893	$ 0.12893	$ 0.12893
600-1000	$ 0.14916	$ 0.14747	$ 0.14916	$ 0.14916	$ 0.14916
1000+	$ 0.14916	$ 0.14747	$ 0.14916	$ 0.14916	$ 0.14916
Summer Space - 1RS6A, 1RFEB, 1RS2A, 1RS3A, 1RW7A, 1RH1A					
0-600	$ 0.13806	$ 0.13650	$ 0.13806	$ 0.13806	$ 0.13806
600-1000	$ 0.13806	$ 0.13650	$ 0.13806	$ 0.13806	$ 0.13806
1000+	$ 0.13806	$ 0.13650	$ 0.13806	$ 0.13806	$ 0.13806
Winter Rates					
Winter Gen - 1RS1A, 1RSDA, 1RS1B,					
0-600	$ 0.12231	$ 0.11864	$ 0.12186	$ 0.12186	$ 0.12186
600-1000	$ 0.07396	$ 0.07396	$ 0.07396	$ 0.07396	$ 0.07396
1000+	$ 0.06561	$ 0.06454	$ 0.06561	$ 0.06561	$ 0.06561
Winter Gen&S/H - 1RS2A, 1RS3A, 1RW7A, 1RH1A					
0-600	$ 0.12412	$ 0.11864	$ 0.12186	$ 0.12186	$ 0.12186
600-1000	$ 0.07441	$ 0.07396	$ 0.07396	$ 0.07396	$ 0.07396
1000+	$ 0.06219	$ 0.06346	$ 0.06445	$ 0.06445	$ 0.06445
Winter Gen&S/H - 1RS6A, 1RFEB					
0-600	$ 0.09703	$ 0.09593	$ 0.09703	$ 0.09703	$ 0.09703
600-1000	$ 0.09703	$ 0.09593	$ 0.09703	$ 0.09703	$ 0.09703
1000+	$ 0.06098	$ 0.06300	$ 0.06300	$ 0.06300	$ 0.06300
Sep Space Heat Mtr - 1RS2A, 1RS3A, 1RW7A, 1RH1A					
Winter	$ 0.06239	$ 0.06346	$ 0.06445	$ 0.06445	$ 0.06445
Gen/Other Use - ROU					
Winter	$ 0.13933	$ 0.13776	$ 0.14149	$ 0.14149	$ 0.14149
Summer	$ 0.17931	$ 0.17728	$ 0.18209	$ 0.18209	$ 0.18209
T-O-U (RTOD)					
Customer Charge	$ 15.94	$ 15.76	$ 16.19	$ 16.19	$ 16.19
Summer On-Peak	$ 0.21173	$ 0.20934	$ 0.21501	$ 0.21501	$ 0.21501
Summer Off-Peak	$ 0.11796	$ 0.11663	$ 0.11979	$ 0.11979	$ 0.11979
Winter	$ 0.08719	$ 0.08620	$ 0.08854	$ 0.08854	$ 0.08854

4. **RESTORATION CHARGE**

Company withdraws its proposal to add language to the Rules & Regulations establishing a Restoration Charge.

5. **SPECIAL CONTRACTS**

Signatories accept Company position as offered in the direct testimony of Marisol Miller and agree to add language reflecting consideration of incremental cost analysis data as described in the

Economic Development Rider (KCP&L-Sheet 32I and GMO Sheet 123.5) to Special Contracts tariff.

6. **<u>REAL TIME PRICING & TWO PART TIME OF USE</u>**

   a. The Company's RTP tariffs and Two Part Time of Use tariffs will continue and will not be available to new customers.

   b. The Company will work with interested parties to develop RTP or similar tariff that is compatible with billing system by its next rate case.

   c. KCP&L will remove RTP Plus tariff from its tariff.

7. **<u>LINE EXTENSION TARIFF-UNDERUTILIZED INFRASTRUCTURE</u>**

The Signatories agree that the specimen Line Extension-Underutilized Infrastructure tariffs, attached as Exhibit A, should be approved by the Commission.

8. **<u>LINE EXTENSION TARIFF-EV MAKE READY</u>**

   a. The Company agrees to establish and offer a standard construction allowance within the line extension process for EV "make ready" facilities.

   b. The Signatories agree that KCP&L's and GMO's existing Line Extension tariff should continue with no additional make ready EV Definitions or Terms of Service.

9. **<u>OTHER RATE DESIGN-RELATED STUDIES</u>**

   a. The Company agrees to study alignment of billing seasons between KCP&L and GMO utilities.

   b. The Company agrees to work with Staff to define and retain billing determinants for future rate designs.

c. The Company agrees to work with Staff to define data to support evaluation of the seasonal nature of demands on the transmission and distribution systems or the seasonal nature of the costs of capacity and energy to serve load.

d. Dependent upon scope, timing and expertise needed, any resultant studies from (a), (b), and (c) above will be performed by Company personnel, if possible.

e. The Signatories agree that Staff's proposal to assign facility extensions by class should not be adopted by the Commission.

10. **RENEWABLE ENERGY RIDER**

a. The Company will deploy single Purchase Power Agreement ("PPA") for both KCP&L and GMO (minimum of 100MW and maximum of 200MW). All else equal, preference will be given for Missouri-based resource.

b. The Company must demonstrate 90% subscription at the initial PPA level for a minimum of two years before additional renewable subscriptions are offered.

c. KCP&L and GMO will file a separate tab in its FAC monthly reports showing the Renewable Energy Rider PPA's monthly operating data, costs, and revenues.

d. The Signatories agree that any energy cost and net revenues (positive or negative) attributable to the unsubscribed capacity will be borne by shareholders. The reconciliation of any net revenues (positive or negative) will occur in the Fuel Adjustment Rate ("FAR") filings.

e. The Company will revise its tariffs to add new jurisdictional terms recommended by the Company and incorporate a subscription charge into tariffs as recommended by Staff.

f. The Signatories agree there will be no change to termination terms proposed by the Company in these cases.

g. The Company will collaborate with Staff, DE, and OPC in the development of Frequently Asked Questions ("FAQs") and responses to be posted on the Company's website respecting the program prior to the solicitation of interest in subscribing to the Renewable Energy Rider.

h. The Company will adopt program changes recommended in direct testimony of MECG witness Steve Chriss.

i. The Signatories agree that the specimen Renewable Energy Rider tariffs, attached as Exhibit B, should be approved by the Commission.

11. **SOLAR SUBSCRIPTION RIDER**

a. The Company agrees to seek competitive bids as two systems up to 2.5 MWs each to be located in each Missouri jurisdiction, or one system up to 5.0 MWs located in the most economic location, selecting the alternative with the lowest cost for implementation. The Company will retain all information related to bidding process, to be provided to Staff, DE and OPC. All else equal, preference will be given for Missouri-based resource in the event of the single system approach.

b. The Company will receive commitment for subscription of at least 90% of the capacity for each facility before beginning construction.

c. The Signatories agree that responsibility for any unsubscribed costs associated with the Solar Subscription Pilot will be shared between customers and shareholders with shareholders bearing 75% of the cost of any unsubscribed capacity and customers bearing the remaining 25%. Market priced energy associated with the energy of the shareholder unsubscribed portion will be included in the FAR filing to reflect the fuel portion of the net costs and revenues of the shareholder portion on any unsubscribed portion of the solar facility. KCP&L and GMO will file a separate tab in their FAC monthly reports showing the Solar Subscription Rider monthly operating data, costs, and revenues.

d. The Company will consider building SB564-required solar at the same time/place with the understanding that that solar may be used for separate (low-income) projects per Non-Unanimous Stipulation and Agreement filed in these cases on September 19, 2018.

e. The Company agrees the Solar Subscription Rider is a pilot program initially. The Company agrees to evaluate the pilot with any future KCP&L or GMO request for expansion of the Solar Subscription Rider or after five years of operation, whichever is first. Evaluation will include:

   1. Recording of program costs and revenues (participants, all ratepayers, Company),
   2. Numbers and types of subscribers (by rate class and participation by low and moderate-income customers),
   3. Annual surveys of participating customers covering (economic considerations and customer service),

4. Impact or benefits of the facility on the utility distribution system, and

5. Plans to site program expansion facilities in areas where distributed generation would benefit the electric utility's distribution system, such as areas where there is a potential to avoid or minimize distribution system investment.

f. The Company will revise its tariff to add new jurisdictional terms as proposed by the Company, remove Levelized Cost of Energy ("LCOE"), update block charge and not to exceed value, rename interconnection charge to "Services and Access" charge, add update methodology as recommended by Staff. The price for solar block charge will be based on costs of project(s) selected through competitive RFP process.

g. The Company will demonstrate 90% subscription of initially deployed system size for a minimum of two years before additional solar subscriptions are offered.

h. To the extent program expansion occurs, the Company will seek balance between KCP&L and GMO territories.

i. The Company shall submit reports to the Commission Staff, OPC, Renew MO, and DE detailing an evaluation of the program and lessons learned. Reports shall be filed quarterly until the first Pilot facility(ies) is/are fully constructed. Thereafter, a report shall be filed annually for the next four years. This sequence shall be repeated for construction of the next Pilot facility(ies), if applicable. Thereafter, reports shall be filed every three years until the Pilot facilities are retired.

j. The Company will include on its website a list of Frequently Asked Questions ("FAQs") and the answers, including at a minimum but not limited to the questions listed below. These FAQs shall be updated in a timely manner for all and any material changes to the answers, which may be necessary for the answers to remain accurate. Updates to the website FAQ shall be provided to the Signatories for review and comment prior to being made.

- Who is eligible?
- What does it cost?
- Do I own the panel?
- How much solar can I subscribe to?
- Where will the subscription solar be located?
- How big is the subscription solar?
- Will this make my rates go up (non-subscriber)?
- Is my payment for the solar eligible for a tax deduction/credit?
- What is the minimum participation period?
- What if I want to reduce/increase my shares?
- What happens if I drop off or move?
- What happens if I pass away?
- How is my bill calculated?
- How will this appear on my bill?
- How much can I expect my bill to increase?
- Will my bill be subject to additional increases in the future?
- Is it possible the cost of my bill will decrease as a result of my participation?
- What if the cost of solar decreases over the next twenty-years? Will my cost decrease?
- What is the fixed portion of my bill? Will it be the same every month if I participate?
- What are the surcharges on my bill? Will they be the same every month if I participate?
- Do I own the renewable energy credit (RECs) for my portion of this solar project?
- Does participation in this program qualify me as a net metering or co-generation customer?
- Can I still participate in this program if I am currently a net metering or co-generation customer?
- Is the renewable energy I support through the Subscription Solar program delivered directly to my residence?
- Is there a calculator or spreadsheet I can use to help me determine my future expense?
- Am I eligible for the federal tax rebate known as the Investment Tax Credit?
- Who gets to claim the environmental benefits of this project?
- What if the system is sold out and I want to participate?

- How long will the community solar be in service?
- What panels, inverters and racking systems are being used in the array?
- How do I enroll?

k. The Signatories agree that the specimen Solar Subscription Rider tariffs, attached as Exhibit C, should be approved by the Commission.

12. **STANDBY SERVICE RIDER ("SSR")**

a. The Signatories agree that the SSR should include SGS Class with a minimum of 50 kW generation capacity, should exclude net metered customers, should have no minimum supplemental contract capacity, and should have no fixed charge other than administrative charge.

b. The Signatories agree that the SSR should apply facility charge assessed against supplemental contract capacity.

c. The Signatories agree that the SSR should be applicable to battery storage.

d. The Signatories agree that the scheduling of maintenance service may be restricted by the Company. The Company shall receive and consider requests for maintenance service during all months and make reasonable accommodation of such requests (factors – e.g., size of generator, time, duration, load forecast). The Signatories agree that maintenance service may be available during all months and shall not be greater than the seasonal standby contract capacity.

e. The Signatories agree that supplemental contract capacity will be calculated as 90% of probable load adjusted for customer generation, i.e.,

= (Seasonal Peak x .9) – Standby Contract Capacity

f. The Signatories agree that the SSR's on- and off-peak hours are consistent with hours in LPS-1 rate class.

g. The Company agrees to inform DE of new CHP customers.

h. The Signatories agree that the specimen Standby Service Rider tariffs, attached as Exhibit D, should be approved by the Commission.

13. **<u>DISTRIBUTED ENERGY RESOURCE ("DER") DATA RETENTION</u>**

The Signatories agree to accept the Company position and allow the DER data retention topic be examined in the Commission rulemaking.

14. **<u>COMMERCIAL & INDUSTRIAL ("C&I") DEMAND RESPONSE</u>**

The Signatories agree that the Commission should approve compliance tariffs consistent with the exemplar tariffs in Schedule KHW-1, pp. 1-3 attached to the Supplemental Direct Testimony of Kimberly Winslow. Within 100 days of Commission-approved rates, KCP&L will issue a request for proposal for utility-approved aggregator(s) to administer customer participation in the Demand Response Incentive ("DRI") tariff. Final contracting with the utility-approved aggregator(s) will be contingent upon Commission approval of the DRI tariff. Also, within 100 days of Commission-approved rates, KCP&L will establish a transparent methodology (in consultation with stakeholders) for determining the capacity compensation under DRI.

15. **<u>OTHER TARIFF CHANGES</u>**[2]

a. GMO

1. Include Large Power Off Peak Rider as filed.

2. Adjust language in Primary Discount Rider to make available to all C&I customers as filed.

[2] The Signatories agree that the general tariff clean up items set forth in Schedule MEM-4 and MEM-7 (Miller Direct KCP&L and GMO testimony) will be made except for the items addressed herein.

3. Freeze existing Private Area Lighting as filed and add an Original Private Unmetered LED Lighting Service for both RES/NON-RES customers to replace current Private Area Lighting rate schedules.

b. KCP&L

1. Freeze existing Private Area Lighting as filed and add an Original Private Unmetered LED Lighting Service for both RES/NON-RES customers to replace current Private Area Lighting rate schedules.

16. **LOAD RESEARCH**

a. For a future GMO rate case, the load research will reflect the new sample to reflect GMO consolidation.

17. **FAC**

a. The Company will continue all FAC reporting requirements recommended by Staff in these cases.

b. KCP&L and GMO will continue to provide the additional information as part of its monthly reports as KCP&L was ordered to do in Case No. ER-2016-0285 and as GMO was ordered to do in Case No. ER-2016-0156.

18. **ECONOMIC DEVELOPMENT RIDERS**

a. The Company will file semi-annual reports documenting compliance with EDR tariffs and statutes.

b. The Company will file with Commission the actual EDR contracts upon execution, with customer names and other customer identifying information redacted. Confidential versions will be provided to Staff, OPC, DE, MIEC, and MECG subject to execution of appropriate non-disclosure agreements by Staff, OPC, DE, MIEC and MECG.

c. Filing of semi-annual reports will occur in the applicable SB 564 dockets including GMO, Case No. EO-2019-0045, and KCP&L, Case No. EO-2019-0047.

19. **OTHER**

The Company agrees that it will not seek a prepaid electric service program similar to that proposed by Ameren Missouri in File No. EO-2015-0055, as part of MEEIA before 2025. The Company agrees that if it files a stand-alone prepaid electric service program before 2025, it will meet with the Signatories three months in advance of the filing.

20. **NON-SIGNATORY PARTIES DO NOT OPPOSE STIPULATION**

The Signatories have been authorized to represent that the following parties, who have not executed this Stipulation, do not oppose Commission approval of this Stipulation:

- Midwest Energy Consumers Group ("MECG");
- Dogwood Energy, LLC ("Dogwood"); and
- Missouri Industrial Energy Consumers ("MIEC").

GENERAL PROVISIONS

21. 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 on the issues that are resolved by this Stipulation.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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/ Nicole Mers

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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 25th day of September, 2018.

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