

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

In the Matter of KCP&L Greater Missouri)
Operations Company’s Request For Authority)
to Implement a General Increase in Electric)
Service.)
)

Case No. ER-2016-0156

**NON-UNANIMOUS STIPULATION AND AGREEMENT REGARDING
REVENUE INCREASES AMONG THE VARIOUS CUSTOMER CLASSES**

Come now the undersigned parties in this case (“Signatories”), and respectfully state to the Missouri Public Service Commission (“Commission”):

1. The Signatories have reached an agreement (“Agreement”) that resolves among them, the issue of revenue increase allocations among the various customer classes. More specifically, the Signatories agree to the following:

The allocation to all rate classes (Residential, Small General Service, Large General Service, Large Power Service, General Service – TOD, Thermal Energy Storage and Metered Lighting) of any increase in base rate revenues shall be applied as the same percentage increase to each of the aforementioned classes. The Signatories agree that, subsequent to the initial application of the equal percentage increase described above, customers shall be placed on their most advantageous rate and that this will result in numerous non-residential customers being moved from their current rate classes causing a shift in class revenues that may change the ultimate class revenue increase from that which was initially developed. Any subsequent adjustments to the rate design will be applied as to spread the impact as equally as possible between the classes.

2. This Agreement is being entered into for the purpose of disposing of the issues that are specifically addressed in this Agreement. In presenting this Agreement, none of the Signatories to this Agreement 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 Agreement (whether this Agreement is approved or not) in this or any other proceeding, other than a proceeding limited to enforce the terms of this Agreement, except as otherwise expressly specified herein.

3. This Agreement has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Agreement without modification, then the Agreement shall be void and no Signatory shall be bound by any of the agreements or provisions herein, except as specifically provided herein.

4. This Agreement is expressly contingent on all parties in this case either signing this Agreement or not opposing this Agreement so that it is treated by the Commission as a unanimous stipulation and agreement as set forth in Commission Rule 4 CSR 240-2.115. If anyone opposes this agreement or if the Commission does not unconditionally approve this Agreement without modification, and notwithstanding its provision that it shall become void, neither this Agreement, 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 Agreement had not been presented for approval, and any suggestions or memoranda, testimony or exhibits that have been offered or received in support of this Agreement 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.

5. If the Commission unconditionally accepts the specific terms of this Agreement 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 the reading of the transcript by the Commission pursuant to Section 536.080.2, RSMo 2000; (4) their respective rights to seek rehearing pursuant to Section 386.500, RSMo 2000 and (5) their respective rights to judicial review pursuant to Section 386.510, RSMo 2000. These waivers apply only to a Commission order respecting this Agreement 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 Agreement.

6. This Agreement contains the entire agreement of the Signatories concerning the issues addressed herein.

7. If the Commission has questions for the Signatories' witnesses or Signatories, the Signatories will make available, at any on-the-record session, their witnesses and attorneys on the issues resolved by this Agreement, so long as all parties have had adequate notice of that session. The Signatories agree to cooperate in presenting this Agreement to the Commission for approval, and will take no action, direct or indirect, in opposition to the request for approval of this Agreement.

8. The following parties have indicated that they do not object to this stipulation and will not request a hearing related to the revenue increase allocation for the various classes issue:

United For Missouri, Inc., Dogwood Energy LLC, City of Kansas City, Missouri, City of St. Joseph, Missouri, Brightergy, LLC, International Brotherhood of Electrical Workers, Local Union No. 412, 1464, and 1613, and Union Electric Company d/b/a Ameren Missouri.

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

Respectfully submitted,

/s/ Nathan Williams

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**ATTORNEYS FOR
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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 29th of July 2016.

/s/ James M. Fischer
James M. Fischer