

**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 ) **Case No. ER-2012-0174**  
A General Rate Increase for Electric Service. ) Tracking No. YE-2012-0404

In the Matter of KCP&L Greater Missouri )  
Operations Company’s Request for Authority ) **Case No. ER-2012-0175**  
To Implement a General Rate Increase for ) Tracking No. YE-2012-0405  
Electric Service. )

**NON-UNANIMOUS STIPULATION AND AGREEMENT REGARDING  
PRAXAIR, INC., AG PROCESSING INC A COOPERATIVE  
and the MIDWEST ENERGY USERS’ ASSOCIATION’S  
OBJECTION AND WITHDRAWAL OF OBJECTION AND REQUEST FOR HEARING**

COME NOW the Staff of the Missouri Public Service Commission (“Staff”), Kansas City Power & Light Company (“KCPL”), KCP&L Greater Missouri Operations Company (“GMO”), Praxair, Inc. (“Praxair”) (in Case No. ER-2012-0174) and Ag Processing Inc a Cooperative (“AgP”) and Midwest Energy Users’ Association (“MEUA”) (in Case No. ER-2012-0175), collectively the “Signatories,” and for this *Non-Unanimous Stipulation and Agreement Regarding Praxair, Inc., Ag Processing Inc a Cooperative and the Midwest Energy Users’ Association’s Objection and Withdrawal of Objection and Request for Hearing* (the “Stipulation”), respectfully submit the following:

1. On October 19, 2012, Staff, KCPL and GMO filed a *Non-Unanimous Stipulation and Agreement as to Certain Issues* (the “October 19 Stipulation”) in these cases (Case Nos. ER-2012-0174 and ER-2012-0175) which addressed, and purported to resolve, several issues in these cases. The October 19 Stipulation also represented that the Office of Public Counsel did not oppose that Stipulation.

2. On October 24, 2012, Praxair, AgP and MEUA filed an objection to the October 19 Stipulation.

3. The Signatories have resolved Praxair, AgP and MEUA's objection as noted below:

**Exculpatory Provision Regarding L&P Rate Phase-in and Rate Level.**

This modification to the October 19 Stipulation, is not intended to, and does not, limit, modify, impair or damage the rights of any parties' ongoing judicial review or their appeals concerning the Commission's lawful ability or jurisdiction to authorize rates that exceed the initial rates submitted by a utility; nor does it limit, modify, impair or damage those parties' rights to continue legal challenges of orders purporting to authorize tariff sheets that have resulted in the phase in of rates in GMO's L&P rate district that exceed the rates in the tariff sheets that were filed by GMO to initiate Case No. ER-2010-0356 and implemented in Case No. ER-2012-0024, including but not limited to Docket Nos. WD75038 and WD75437, now pending in the Missouri Court of Appeals, and any subsequent legal challenges or actions that result from those appeals in any court with lawful jurisdiction, whether such parties are signatories hereto, do not object to the October 19 Stipulation, or withdraw any objection to the October 19 Stipulation that may be pending.

Other than the language set forth above, this Stipulation makes no change to any of the other provisions of the October 19 Stipulation, including but not limited to the Revenue Requirement provisions thereof.

4. In consideration of the agreements set forth herein, Praxair, AgP and MEUA hereby withdraw their objection to the October 19 Stipulation.

**GENERAL PROVISIONS**

5. This Stipulation is being entered into solely for the purpose of settling the issue(s)/matter(s) in these cases 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. Except as explicitly provided herein, none of the Signatories shall

be prejudiced or bound in any manner by the terms of this Stipulation in this or any other proceeding, regardless of whether this Stipulation is approved.

6. 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.

7. 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.

8. This Stipulation embodies the entirety of the agreements between the Signatories in this case on the issue(s)/matter(s) addressed herein, and may be modified by the Signatories only by a written amendment executed by all of the Signatories.

9. 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.

10. 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.

11. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issue(s)/matter(s) 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 these proceedings and only to the issue(s)/matter(s) that are resolved hereby. It does not apply to any issue(s)/matter(s) raised in any prior or subsequent Commission proceeding nor any issue(s)/matter(s) not explicitly addressed by this Stipulation.

**WHEREFORE**, the Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this Stipulation.

Respectfully submitted,

STAFF OF THE MISSOURI PUBLIC  
SERVICE COMMISSION

**/s/ Nathan Williams**

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KANSAS CITY POWER & LIGHT COMPANY  
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PRAXAIR, INC., AG PROCESSING INC  
A COOPERATIVE and the MIDWEST  
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**Certificate of Service**

I hereby certify that a true and correct copy of the foregoing was served, either electronically or by hand delivery or by First Class United States Mail, postage prepaid, on this **29th day of October, 2012**, on the parties of record as set out on the official Service List maintained by the Data Center of the Missouri Public Service Commission for this case.

**/s/ Roger W. Steiner** \_\_\_\_\_