

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

In the Matter of the First Prudence Review of )  
Kansas City Power & Light Company's )  
("KCPL") Implementation of its Cycle 2 Energy )  
Efficiency Programs in Furtherance of the )  
Missouri Energy Efficiency Investment Act )  
("MEEIA"). )

**File No. EO-2018-0363**

In the Matter of the First Prudence Review of )  
KCP&L Greater Missouri Operations )  
Company's ("GMO") Implementation of its )  
Cycle 2 Energy Efficiency Programs in )  
Furtherance of the Missouri Energy Efficiency )  
Investment Act ("MEEIA"). )

**File No. EO-2018-0364**

**UNANIMOUS STIPULATION AND AGREEMENT**

COME NOW Kansas City Power & Light Company ("KCP&L") for its Missouri operations, KCP&L Greater Missouri Operations Company ("GMO") (collectively, the "Company"), the Staff of the Missouri Public Service Commission ("Staff"), and the Office of the Public Counsel ("OPC") (collectively, "Signatories") by and through their respective counsel, and for their Unanimous Stipulation and Agreement ("Stipulation"), respectfully state as follows to the Missouri Public Service Commission ("Commission"):

**AGREEMENTS**

1. This prudence review examined KCP&L's and GMO's Missouri Energy Efficiency and Investment Act (MEEIA) Cycle 2 Demand Side Programs Investment Mechanism ("DSIM") for the period April 1, 2016 through March 31, 2018. Staff filed its prudence audit recommendation on November 1, 2018. Staff reviewed and examined a variety of items including the prudence of DSIM program costs, annual energy and demand savings, throughput disincentive ("TD"), and interest charges. Staff recommended a \$48,481 downward adjustment , including

interest, in KCP&L's next DSIM rider rate adjustment. For GMO, Staff recommended a \$58,137 downward adjustment, including interest, in GMO's next DSIM rider rate adjustment.

2. As a result of negotiations, the Signatories agree that Staff's prudence review should be closed and that there should be a \$8,500 ordered adjustment to reduce costs recovered in KCPL's DSIM rider rate adjustment and a \$8,500 adjustment to reduce costs recovered in GMO's DSIM rider rate adjustment with interest. These adjustments are separate and apart from the \$5622.75 (Invoice 2DP2087793) identified by KCP&L and GMO in their Responses to Staff's prudence audit. The \$5622.75 figure has already been removed from any MEEIA program costs.

3. KCP&L and GMO will effectuate the \$8,500 per company adjustment to reduce costs in each of their respective next DSIM rider rate adjustment filings.

4. The Signatories agree that each of the company's DSIM rider rate adjustments shall include interest as required by and in compliance with 4 C.S.R. 240-20.093(11) reflecting the utility's short-term borrowing rate. The date that interest will begin to accrue is January, 1, 2019.

5. This Stipulation does not constitute an admission by KCP&L and GMO that any MEEIA 2 expenses were imprudent or improper.

6. This Stipulation does not constitute an admission by Staff or OPC that any particular MEEIA 2 expenses identified in Staff's original recommended disallowances were prudent or proper.

### **GENERAL PROVISIONS**

7. This Stipulation is being entered into solely for the purpose of settling the issues/adjustments in this case explicitly set forth above. This Stipulation is intended to relate *only* to the specific matters referred to herein; no Signatory waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. This Stipulation does not constitute a contract with the Commission and does not impugn upon any Commission claim, right, or argument by virtue of the Stipulation's approval. 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 or as an acquiescence of any underlying issue. Thus, nothing in this

Stipulation impugns or restricts in any manner the exercise by the Commission of any statutory right, including the right to access information, or any statutory obligation.

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@kcpl.com](mailto:rob.hack@kcpl.com)  
[roger.steiner@kcpl.com](mailto:roger.steiner@kcpl.com)

**ATTORNEYS FOR  
KANSAS CITY POWER & LIGHT  
COMPANY AND KCP&L GREATER  
MISSOURI OPERATIONS COMPANY**

/s/ Caleb Hall

Caleb Hall #68112  
P.O Box 2230  
200 Madison Street, Suite 650  
Jefferson City, MO 65102  
(573) 751-5318 (Telephone)  
(573) 751-5562 (Fax)  
[caleb.hall@ded.mo.gov](mailto:caleb.hall@ded.mo.gov)

**ATTORNEY FOR THE OFFICE OF THE  
PUBLIC COUNSEL**

/s/ Nicole Mers

Nicole Mers #66766  
Deputy Staff Counsel  
P.O Box 360  
Jefferson City, MO 65102  
(573) 751-6651 (Telephone)  
(573) 751-9285 (Fax)  
[nicole.mers@psc.mo.gov](mailto:nicole.mers@psc.mo.gov)

**ATTORNEY FOR THE STAFF OF THE  
MISSOURI PUBLIC SERVICE  
COMMISSION**

**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 20<sup>th</sup> day of February 2019.

*/s/ Roger W. Steiner*

Roger W. Steiner