

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

Office of the Public Counsel,	)	
	)	
Complainant,	)	
	)	
v.	)	<b><u>File No. EC-2017-0175</u></b>
	)	
Kansas City Power & Light Company	)	
	)	
And	)	
	)	
KCP&L Greater Missouri Operations	)	
Company,	)	
	)	
Respondents.	)	

**STIPULATION AND AGREEMENT**

**COME NOW** Kansas City Power & Light Company (“KCP&L”), KCP&L Greater Missouri Operations Company (“GMO”)(collectively “Company”) and the Office of the Public Counsel (“OPC”)(together “Signatories”), pursuant to Missouri Public Service Commission (“Commission”) Rule 4 CSR 240-2.115, request that the Commission approve this Stipulation and Agreement (“Stipulation”) as a resolution of the issues that are specifically addressed herein. In support thereof, the Company and OPC state and agree as follows:

1. KCP&L and GMO re-affirm that the Allconnect program has been discontinued for Missouri customers;
2. KCP&L and GMO agree to advise OPC and Staff 60 days in advance of resuming the Allconnect program for Missouri customers should KCP&L/GMO re-start the program in Missouri;
3. In lieu of a penalty, the Company agrees to pay the sum of Fifty Thousand Dollars (\$50,000) to the Public School Fund of the State of Missouri. KCP&L and GMO agree not to seek to recover this payment in rates.

4. KCP&L and GMO agree to submit evidence of the above payment in File No. EC-2017-0175.

5. This Stipulation does not constitute an admission by KCP&L and/or GMO that there has been any violation of the Commission's *Report And Order* in File No. EC-2015-0309 or Commission Rule 4 CSR 240-20.015(2)(C).

6. If the Commission unconditionally accepts the specific terms of this Stipulation without modification, it will constitute a dismissal of the Complaint with prejudice by OPC.

### **GENERAL PROVISIONS**

7. This Stipulation is being entered into for the purpose of disposing of the issues that are specifically addressed herein. In presenting this Stipulation, none of the signatories shall be deemed to have approved, accepted, agreed, consented or acquiesced to any procedural principle, and none of the signatories shall be prejudiced or bound in any manner by the terms of this Stipulation, whether approved or not, in this or any other proceeding, other than a proceeding limited to the enforcement of the terms of this Stipulation, except as otherwise expressly specified herein. The Signatories further understand and agree that the provisions of this Stipulation relate only to the specific matters referred to in this Stipulation, and no Signatory waives any claim or right which it otherwise may have with respect to any matter not expressly provided for in this Stipulation.

8. This Stipulation has resulted from extensive negotiations and the terms hereof are interdependent. If the Commission does not approve this Stipulation in total, or approves it with modifications or conditions to which a Signatory objects, then this Stipulation shall be void and no Signatory shall be bound by any of its provisions. The agreements herein are specific to this proceeding and are made without prejudice to the rights of the Signatories to take other positions

in other proceedings except as otherwise noted herein.

9. If the Commission does not unconditionally approve this Stipulation without modification, and notwithstanding its provision that it shall become void, 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 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 Stipulation had not been presented for approval, and any suggestions or 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 further purpose whatsoever.

10. If the Commission unconditionally accepts the specific terms of this Stipulation 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 Supp. 2011. These waivers apply only to a Commission order respecting this Stipulation 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 Stipulation.

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

12. The intent of the Signatories to this Stipulation has been fully and exclusively expressed in this document.

13. 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. Thus, nothing in this Stipulation is intended to impinge or restrict 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 issue an Order in this case approving this Stipulation and Agreement.

Respectfully submitted,

**/s/ Tim Opitz**

Tim Opitz  
Deputy Public Counsel  
Missouri Bar No. 65082  
PO Box 2230  
Jefferson City MO 65102  
(573) 751-5324  
(573) 751-5562 FAX  
[Timothy.opitz@ded.mo.gov](mailto:Timothy.opitz@ded.mo.gov)

Attorney for the Office of the Public Counsel

**/s/ James M. Fischer**

James M. Fischer, MBE# 27543  
Fischer & Dority, P.C.  
101 Madison—Suite 400  
Jefferson City, MO 65101  
Telephone: (573) 636-6758  
Facsimile: (573) 636-0383  
E-mail: [jfischerpc@aol.com](mailto:jfischerpc@aol.com)

Attorney for Kansas City Power &  
Light Company and KCP&L Greater  
Missouri Operations Company

**CERTIFICATE OF**  
**SERVICE**

I hereby certify that copies of the foregoing have been mailed, hand-delivered, or transmitted by facsimile or electronic mail to counsel of record this 5<sup>th</sup> day of June, 2017.

**/s/ James M. Fischer**  
James M. Fischer