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**Missouri Public Service Commission**

POST OFFICE BOX 360  
JEFFERSON CITY, MISSOURI 65102  
573-751-3234  
573-751-1847 (Fax Number)  
<http://www.psc.state.mo.us>

December 20, 2000

BRIAN D. KINKADE  
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Director, Research and Public Affairs

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Director, Utility Operations

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DALE HARDY ROBERTS  
Secretary/Chief Regulatory Law Judge

DANA K. JOYCE  
General Counsel

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P. O. Box 360  
Jefferson City, MO 65102

**RE: Case No. EO-2001-240**

Dear Mr. Roberts:

Enclosed for filing in the above-captioned case are an original and eight (8) conformed copies of a **UNANIMOUS STIPULATION AND AGREEMENT**.

This filing has been mailed or hand-delivered this date to all counsel of record.

Thank you for your attention to this matter.

Sincerely yours,

Eric W. Anderson  
Assistant General Counsel  
(573) 751-7485  
(573) 751-9285 (Fax)

EWA/lb  
Enclosure  
cc: Counsel of Record

**FILED**

DEC 20 2000

Missouri Public  
Service Commission

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Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the Matter of the Joint Application of Kansas City       )  
Power & Light Company and the City of Marshall       )  
For an Order Approving a Territorial Agreement       )

Case No. EO-2001-240

**UNANIMOUS STIPULATION AND AGREEMENT**

**COME NOW** the undersigned parties to this proceeding and for their Unanimous Stipulation and Agreement ("Stipulation and Agreement"), respectfully state as follows:

**I. Procedural History**

1. On October 11, 2000, Kansas City Power & Light Company ("KCPL"), a regulated utility, and the City of Marshall ("City"), a Third-Class City in the State of Missouri, hereinafter collectively known as "the Applicants", filed a Joint Application requesting that the Commission: 1) approve a Territorial Agreement between the Applicants, based on a finding that it is not detrimental to the public interest; 2) authorize the Applicants to perform in accordance with the terms and conditions of the Territorial Agreement; and 3) grant such other relief as deemed necessary to accomplish the purposes of this Joint Application.

2. On October 27, 2000, the Commission issued an Order directing that a procedural schedule be filed in this case by November 27, 2000, with the hearing to be held no later than January 9, 2001; that notice be sent to interested parties; and that any applications to intervene be filed by November 16, 2000. To date, no applications to intervene have been filed.

3. In the Joint Application, KCPL and City seek Commission approval of the Territorial Agreement. KCPL has constructed a service center within the corporate limits and electric service area of the City. KCPL desires to provide electric service to said service center. The legal description of the service center and the area in which KCPL seeks to provide electric service within the City is attached to the Territorial Agreement and marked as Exhibit 1. In return for KCPL providing electric service to its service center, the City will provide electric service to five metered locations within KCPL's electric service area. The legal description of the five metered locations to be served by the City is attached to the Territorial Agreement and marked as Exhibit 2. The Territorial Agreement also provides that five metered locations within the KCPL's current service area will now be serviced by the City and that these customers will not be allowed to switch providers without permission of the Commission. A customer list is provided in paragraph 4 of the Joint Application and Attachment 3 to the Joint Application contains affidavits from each customer indicating that they have been informed of the proposed change and have no objection to the change in electric service providers. The change in electric service providers is in the public interest for a reason other than a rate differential as discussed in paragraph 3(e) of the Joint Application and therefore should be approved under 393.106 RSMo 1994. Each party will continue to provide electric service to all meter locations presently within their respective electric service areas and to all new meter locations within their respective service areas, except as described in the Territorial Agreement. There are no other electric suppliers providing permanent service in the area covered by the Territorial Agreement in Saline County. KCPL and City have agreed to displace competition between them in Saline County, as

allowed by law and have set out the terms of the Territorial Agreement, which is attached to the Joint Application and marked as Exhibit A.

4. On November 29, 2000, the Commission issued an order setting a procedural schedule, which set the filing of a Stipulation and Agreement for December 20, 2000 at 3:00 PM and an evidentiary hearing on the Territorial Agreement for January 2, 2000 at 8:30 AM.

5. The Staff of the Commission, the Office of the Public Counsel, KCPL, and City (hereinafter collectively known as "the Parties"), having reviewed the Joint Application and associated Territorial Agreement and having considered the position of the Parties and the issues to be resolved in this case, have entered into this Stipulation and Agreement.

## **II. The Parties Have Reached the Following Stipulation and Agreement:**

6. The Parties assert and, in consideration of the promises and covenants herein contained, state that the Territorial Agreement between KCPL and City is not detrimental to the public interest and therefore should be approved.

7. KCPL agrees that within 30 days of the effective date of an Order approving the Territorial Agreement, KCPL will file for review and approval revised tariff sheets for the KCPL's service area in Saline County, which will state the effect of the Territorial Agreement on the rights and obligations of KCPL to provide service and state the effect of the Territorial Agreement on the service area.

8. This Stipulation and Agreement shall be binding upon the successors and assigns of KCPL and City.

### **III. General Matters**

9. This Stipulation and Agreement has resulted from extensive negotiations among the signatories and the terms hereof are interdependent. In the event the Commission does not adopt this Stipulation and Agreement in total, then this Stipulation and Agreement shall be void and no signatory shall be bound by any of the agreements or provisions hereof. The stipulations herein are specific to the resolution of this proceeding, and all stipulations are made without prejudice to the rights of the signatories to take other positions in other proceedings.

10. In the event the Commission accepts the specific terms of this Stipulation and Agreement, the Parties and participants waive, with respect to the issues resolved herein: their respective rights, pursuant to §536.080 RSMo. 1994, to present testimony, to cross-examine witnesses, and to present oral argument or written briefs; their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2 RSMo. 1994; their respective rights to seek rehearing pursuant to §386.500 RSMo. 1994; and their respective rights to seek judicial review pursuant to §386.510 RSMo. 1994. Notwithstanding the foregoing each party may present oral testimony at the evidentiary hearing supporting the fact that the Territorial Agreement is not detrimental to the public interest. The Parties agree to cooperate with each other in presenting for approval to the Commission this Stipulation and Agreement, and will take no action, direct or indirect, in opposition to the request for approval of this Stipulation and Agreement.

11. The Staff shall file suggestions or a memorandum in support of this Stipulation and Agreement, and the other parties shall have the right to file responsive suggestions or prepared testimony.

12. The Staff shall have the right to provide, at any agenda meeting at which this Stipulation and Agreement is noticed to be considered by the Commission, whatever oral explanation the Commission requests, provided that the Staff shall, to the extent reasonably practicable, provide the other parties and participants with advance notice of when the Staff shall respond to the Commission's request for such explanation once such explanation is requested from Staff. Staff's oral explanation shall be subject to public disclosure, except to the extent it refers to matters that are privileged or protected from disclosure pursuant to any protective order issued in this case.

13. None of the Parties to this Stipulation and Agreement shall be deemed to have approved or acquiesced in any rate-making principle or any method of cost determination or cost allocation underlying or allegedly underlying the Stipulation and Agreement, except as the Commission finds that the Territorial Agreement is in the public interest. Further, the parties recommend that the Commission reserve the right to consider the rate-making treatment to be afforded this transaction in any future rate-making proceeding.

**WHEREFORE**, the Parties respectfully request the Commission to issue its Order:

A. Finding that the designated electric service areas are not detrimental to the public interest and approving the Territorial Agreement, (Exhibit A to the Joint Application);

B. Authorizing KCPL and City to perform in accordance with the terms and conditions of the Territorial Agreement;

C. Authorizing a change of suppliers from KCPL to City for the five customers listed in paragraph 4 of the Joint Application;

D. Finding that the Territorial Agreement does not impair KCPL's certificates of

convenience and necessity, except as specifically limited by the Territorial Agreement; and

E. Directing that KCPL file, within thirty days of the effective date of said Commission Order, revised tariff sheets with respect to its service area in Saline County.


F. Authorizing KCPL to enter into, execute, and perform in accordance with the terms of all other documents reasonably necessary and incidental to the performance of the transactions which are the subject of the Territorial Agreement;

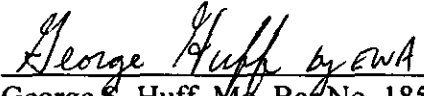
G. Approving all of the terms of this Stipulation and Agreement.

H. Granting such other relief as deemed necessary to accomplish the purposes of the Joint Application.

Respectfully submitted,

DANA K. JOYCE  
General Counsel

  
Eric William Anderson, Mo. Bar No. 47253  
Assistant General Counsel  
P. O. Box 360  
Jefferson City, MO 65102  
(573) 751-7485 (Telephone)  
(573) 751-9285 (Fax)  
[canderso@mail.state.mo.us](mailto:canderso@mail.state.mo.us)

  
George S. Huff, Mo. Bar No. 18588  
Huff & Huff  
78 S. Jefferson  
Marshall, MO 65340  
(660) 886-6841  
(660) 886-5488 (fax)

Attorney for City of Marshall, Missouri

Michael Rump by EWA

Michael Rump, Mo. Bar No. 39080  
Kansas City Power & Light Company  
1201 Walnut, 20<sup>th</sup> Floor  
P.O. Box 418679  
Kansas City, MO 64141-9679  
(816) 556-2483  
(816) 556-2787 (fax)

Attorney for KCPL  
Attorney for the Staff of the  
Missouri Public Service Commission

John Coffman

John Coffman, Mo. Bar No. 36591  
Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102  
(573) 751-5565  
(573) 751-5562 (fax)

Attorney for the  
Office of the Public Counsel

### **CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been mailed or hand-delivered to all counsel of record as shown on the attached service list this 20th day of December, 2000.

EWA



**Service List for  
Case No. EO-2001-240  
December 20, 2000 (lb)**

**Office of the Public Counsel  
PO Box 7800  
Jefferson City, MO 65102**

**George S. Huff  
Huff & Huff  
78 S. Jefferson  
Marshall, MO 65340**

**Michael A. Rump  
Kansas City Power & Light Company  
1201 Walnut, 20th Floor  
P. O. Box 418679  
Kansas City, MO 64141-9679**