

**STATE OF MISSOURI
PUBLIC SERVICE COMMISSION**

At a session of the Public Service
Commission held at its office in
Jefferson City on the 14th day of
June, 2017.

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

ORDER APPROVING STIPULATION AND AGREEMENT

Issue Date: June 14, 2017

Effective Date: June 24, 2017

On June 5, 2017, the Office of the Public Counsel, Kansas City Power & Light Company (KCP&L) and KCP&L Greater Missouri Operations Company (GMO) filed a stipulation and agreement to resolve Public Counsel's complaint against KCP&L and GMO regarding operation of the Allconnect Program. Among other things, KCP&L and GMO agree to pay \$50,000 to the Public School Fund of the State of Missouri in lieu of Public Counsel's pursuit of a penalty. They also agree that amount will not be recovered from their ratepayers.

The stipulation and agreement is non-unanimous in that it was not signed by all parties. However, Commission Rule 4 CSR 240-2.115(2) provides that other parties have seven days in which to object to a non-unanimous stipulation and agreement. If no party files a timely objection to a stipulation and agreement, the Commission may treat it as a unanimous stipulation and agreement. More than seven days have passed since the stipulation and agreement was filed, and no party has objected. Therefore, the Commission will treat the stipulation and agreement as a unanimous stipulation and agreement.

After reviewing the stipulation and agreement, the Commission independently finds and concludes that the stipulation and agreement is a reasonable resolution of the issues addressed by the stipulation and agreement and that such stipulation and agreement should be approved.

THE COMMISSION ORDERS THAT:

1. The Stipulation and Agreement filed on June 5, 2017, is approved as a resolution of the Office of the Public Counsel's complaint against Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company. The signatory parties are ordered to comply with the terms of the stipulation and agreement. A copy of the stipulation and agreement is attached to this order.

2. The procedural schedule, previously suspended, is cancelled.

3. This order shall be effective on June 24, 2017.
4. This file shall be closed on June 25, 2017.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Hall, Chm., Stoll, Kenney, Rupp, and
Coleman, CC., concur.

Woodruff, Chief Regulatory Law Judge

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

Office of the Public Counsel,)	
)	
Complainant,)	
)	
v.)	<u>File No. EC-2017-0175</u>
)	
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

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/s/ James M. Fischer

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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 5th day of June, 2017.

/s/ James M. Fischer
James M. Fischer

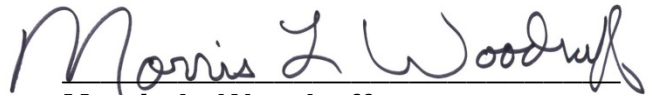
STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 14th day of June 2017.




Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

June 14, 2017

File/Case No. EC-2017-0175

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Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



**Morris L. Woodruff
Secretary**

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.