

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

In the Matter of the Propriety of the Rate)
Schedules for Steam Service of KCP&L)
Greater Missouri Operations Company)

File No. HR-2018-0231

OBJECTION TO STIPULATION AND AGREEMENT

COMES NOW Staff of the Missouri Public Service Commission and for this Objection to Stipulation and Agreement (“Objection”) respectfully states as follows:

1. On October 3, 2019, KCP&L Greater Missouri Operations Company (“GMO” or “Company”) filed what it denominated as a Stipulation and Agreement (“Stipulation”), along with testimony in support of the Stipulation. In footnote 1 of the Stipulation, GMO states that it has been authorized by each of its steam customers to file the Stipulation and to represent that each steam customer supports approval of the Stipulation. However, the steam customers are not parties to this case; the only party to this case which actually signed the Stipulation was GMO.

2. In footnote 1 of the Stipulation GMO also states that “Although GMO has apprised Commission Staff (“Staff”) of this Stipulation, Staff has not participated in the negotiations leading up to its filing.” To be clear, Staff was aware that GMO was in negotiations for some time with each of its steam customers regarding a potential rate increase agreement in this docket; however, Staff was not advised of all the details of the Stipulation, and as stated by GMO, Staff did not participate in the negotiations leading up to the filing of the Stipulation.

3. Commission rule 20 CSR 4240-2.115 regarding stipulations and agreements provides as follows:

(1) Stipulations and Agreements.

(A) The parties may at any time file a stipulation and agreement as a proposed resolution of all or any part of a contested case. A stipulation and agreement shall be filed as a pleading.

(B) The commission may resolve all or any part of a contested case on the basis of a stipulation and agreement.

(2) Nonunanimous Stipulations and Agreements.

(A) A nonunanimous stipulation and agreement is any stipulation and agreement which is entered into by fewer than all of the parties.

(B) Each party shall have seven (7) days from the filing of a nonunanimous stipulation and agreement to file an objection to the nonunanimous stipulation and agreement. Failure to file a timely objection shall constitute a full waiver of that party's right to a hearing.

(C) If no party timely objects to a nonunanimous stipulation and agreement, the commission may treat the nonunanimous stipulation and agreement as a unanimous stipulation and agreement.

(D) A nonunanimous stipulation and agreement to which a timely objection has been filed shall be considered to be merely a position of the signatory parties to the stipulated position, except that no party shall be bound by it. All issues shall remain for determination after hearing.

(E) A party may indicate that it does not oppose all or part of a nonunanimous stipulation and agreement.

4. Section (1) (A) of the rule quoted above provides that the *parties* [plural] may file a stipulation and agreement. In the current case, the only party to this case which actually signed the Stipulation was GMO. GMO has in essence stipulated with itself. Therefore, it is not clear to the undersigned whether the Stipulation has any effect at all under the Commission's rule; if it does, it should at most be treated as a nonunanimous stipulation. If it is to be treated as a nonunanimous stipulation, under section (2) of the rule quoted above, Staff and any other parties to the case must file an objection to the Stipulation within 7 days from its filing in order to avoid waiving their right to a hearing and

avoid having the Stipulation treated as unanimous. Therefore, Staff feels compelled to file this Objection to the Stipulation and Agreement in order to preserve its rights.

5. To be clear, Staff is not at this time recommending that the Stipulation be *either* accepted *or* rejected. Staff simply needs more time to review and analyze the Stipulation and data underlying the Stipulation, and feels compelled to object to the Stipulation at this time due to the rule quoted above and the fact that the agreement was filed as a Stipulation. Staff would also note that the Stipulation appears to go beyond simply being a revenue requirement settlement and also includes matters that are more of a rate design nature.

6. After adequate review is performed, Staff may not object to the stipulation, and may in fact support the Stipulation or withdraw this objection. However, in order to allow time for sufficient review, which may entail submission of discovery in the form of data requests or otherwise, Staff is filing this Objection.

WHEREFORE, pursuant to 20 CSR 4240-2.115(2) Staff submits this Objection to Stipulation and Agreement and prays for an order of the Commission as the Commission deems just and reasonable under the circumstances.

Respectfully submitted,

/s/ Jeffrey A. Keevil

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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 10th day of October, 2019.

/s/ Jeffrey A. Keevil