

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

SunSmart Technologies, LLC)	
)	
Complainant,)	
)	
v.)	Case No. EC-2014-0039
)	
Kansas City Power & Light Company,)	
)	
Respondent.)	

**ANSWER OF
KANSAS CITY POWER & LIGHT COMPANY and
KCP&L GREATER MISSOURI OPERATIONS COMPANY**

Kansas City Power & Light Company¹ and KCP&L Greater Missouri Operations Company (“Company” or “Respondent”) hereby submits their Answer to the Missouri Public Service Commission (“Commission”) in response to SunSmart Technologies, LLC’s (“Complainant”) Complaint in this proceeding.

In support, Respondent states as follows:

ANSWER

1. References hereafter to numbered paragraphs refer to the numbered paragraphs of the Complaint filed in Case No. EC-2014-0039.
2. Respondent is without knowledge of the allegations stated in Paragraph 1 and therefore denies same.
3. Respondent admits the allegations stated in Paragraph 2.
4. Respondent denies the allegations stated in Paragraph 3.
5. Respondent denies the allegations stated in Paragraph 4.

¹ While the complaint filed in this matter designates Kansas City Power & Light Company (“KCP&L”) as the Respondent, some of the accounts referenced in paragraph 18 of the Complaint are actually customers of KCP&L Greater Missouri Operations Company (“GMO”).

6. Respondent denies the allegations stated in Paragraph 5.

7. Respondent denies the allegations stated in Paragraph 6. Company engineering standards for solar applications are found on tariff sheets 34C (KCP&L) and 112 (GMO) which states:

Each qualified electric energy generation unit used by a Customer-generator shall meet all applicable safety, performance, interconnection, and reliability standards established by any local code authorities, the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) for distributed generation; including, but not limited to, IEEE 1547 and UL 1741.

Pursuant to the above tariff provisions, Company requires UL 1703 certification which specifically covers flat panel photovoltaic modules and panels.

8. Respondent denies the allegations stated in Paragraph 7.

9. Respondent denies the allegations stated in Paragraph 8.

10. Respondent denies the allegations stated in Paragraph 9.

11. Respondent admits the applications did not indicate that the equipment was UL certified under section 1703. Respondent denies all other allegations stated in Paragraph 10.

12. Respondent denies the allegations stated in Paragraph 11 as the Company's tariffs (KCP&L sheet 34C, GMO sheet 112) permit the Company to require UL 1703 certification. In addition, prior applications submitted by Complainant provided UL 1703 certification.

13. Respondent denies the allegations stated in Paragraph 12.

14. Respondent denies the allegations stated in Paragraph 13.

15. Respondent is without knowledge of the allegations stated in Paragraph 14 and therefore denies same.

16. Respondent is without knowledge of the allegations stated in Paragraph 15 and therefore denies same.

17. Respondent admits that the resubmitted applications specifically stated that the equipment was UL 1703 certified. Respondent denies all other allegations stated in Paragraph 16.

18. Respondent admits that if the application did not include 1703 certification, the application process was restarted pursuant to the Company's policy. Respondent denies all other allegations stated in paragraph 17.

19. Respondent denies that customers and contracts were harmed. Twenty of the twenty-five applications have been approved by the Company. For the five remaining applications, the Company has denied three of the applications for reasons besides the absence of UL 1703 certification. Two of the applications are in review. Respondent denies all other remaining allegations in Paragraph 18. Attached as Exhibit A (HC) is a listing of the customers and the status of their applications.

20. Respondent admits that all of Complainant's customers are either customers of KCP&L or GMO. Respondent denies all other allegations stated in Paragraph 19.

21. Respondent denies the allegations stated in Paragraph 20.

22. Respondent denies the allegations stated in Paragraph 21.

23. Respondent denies the allegations stated in Paragraph 22.

24. Respondent denies the allegations stated in Complainant's WHEREFORE clause.

RELIEF REQUESTED

25. Respondent denies that Complainant is entitled to any of the relief requested in its prayer for relief.

AFFIRMATIVE DEFENSES

26. Except as expressly admitted in this Answer, Respondent denies each and every other allegation contained in the Complaint. Additionally, Respondent reserves the right to supplement this pleading to add additional defenses and claims in connection with this Complaint.

27. Complainant fails to state a claim upon which relief can be granted.

28. Complainant is not the real party in interest as solar rebates are provided to customers.

CONCLUSION

WHEREFORE, having fully answered and set forth its affirmative defenses, Respondent prays the Commission deny Complainant's request for relief and dismiss the Complaint with prejudice.

Respectfully submitted,

/s/ Roger W. Steiner

Roger W. Steiner, MBN 39586

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Attorney for Respondent

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing have been mailed, hand-delivered, transmitted by facsimile or electronically mailed to all counsel of record on this 25th day of September, 2013.

/s/ *Roger W. Steiner*

Roger W. Steiner