

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

In the Matter of the Application of Kansas City ) Power & Light Company for Approval to ) Make Certain Changes in its Charges for ) Electric Service to Implement its Regulatory ) Plan. )	<b><u>Case No. ER-2010-0355</u></b> Tariff No JE-2010-0692
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In the Matter of the Application of KCP&L ) Greater Missouri Operations Company for ) Approval to Make Certain Changes in its ) Charges for Electric Service. )	<b><u>Case No. ER-2010-0356</u></b> Tariff No. JE-2010-0693
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**NON-UNANIMOUS STIPULATION AND AGREEMENT  
AS TO OUTDOOR LIGHTING ISSUES**

COME NOW Kansas City Power & Light Company ("KCPL"), KCP&L Greater Missouri Operations Company ("GMO") (collectively referred to as "KCP&L"), the Office of the Public Counsel ("OPC"), and Robert Wagner, *pro se* Intervenor, and state the following for this Non-Unanimous Stipulation and Agreement ("Stipulation") to resolve the issues designated "Wagner" or "Outdoor Lighting" in this case. The terms "Signatory" or "Signatories" refer to those who have signed this Stipulation.

1. KCP&L will offer a Voluntary Part-Night Lighting Tariff, the rates and terms for which will be developed upon customer request and approved by the Commission.

2. KCP&L will survey its existing Missouri municipal street lighting customers regarding customer interest in the additional availability of a 50 Watt High Pressure Sodium Lamp option. A description of the survey methodology and aggregated results will be provided to OPC and Robert Wagner.

3. The term "PROTECTIVE" shall be removed from the KCPL P.S.C. MO No. 7, Rate Schedule AL, Revised Sheet Nos. 33, 33A and 33B, so that the Rate Schedule Title shall be "Private Unmetered Lighting Service."

4. The Signatories jointly recommend that the Missouri Public Service Commission ("Commission") sponsor a Workshop regarding Outdoor Lighting Issues that would address a variety of issues including, but not limited to, LED lighting, converting tariff lamp listings from wattage/lumens to illuminance based rates, the propriety of referencing/associating outdoor lighting with safety, security and/or crime prevention, and shielding methodologies. The Signatories agree that a broad group of stakeholders should be invited to participate in such Workshop, including, but not limited to, representatives of: International Dark Sky Association; investor-owned, municipal and cooperative electric utilities; municipal customers; Customer Program Advisory Group ("CPAG"); law enforcement; Missouri Department of Natural Resources; environmental groups; homeowners' associations; and commercial and industrial customers.

5. This Stipulation is being entered into solely for the purpose of settling the issues in these cases explicitly set forth above. Unless otherwise explicitly provided herein, none of the Signatories to this Stipulation shall be deemed to have approved or acquiesced in any ratemaking or procedural principle, including, without limitation, any cost of service methodology or determination, depreciation principle or method, method of cost determination or cost allocation or revenue-related methodology. Except as explicitly provided herein, none of the Signatories shall be prejudiced or bound in any

manner by the terms of this Stipulation in this or any other proceeding, regardless of whether this Stipulation is approved.

6. This Stipulation is a negotiated settlement. Except as specified herein, the Signatories to this Stipulation shall not be prejudiced, bound by, or in any way affected by the terms of this Stipulation: (a) in any future proceeding; (b) in any proceeding currently pending under a separate docket; and/or (c) in this proceeding should the Commission decide not to approve this Stipulation, or in any way condition its approval of same.

7. This Stipulation has resulted from extensive negotiations among the Signatories, and the terms hereof are interdependent. If the Commission does not approve this Stipulation unconditionally and without modification, then this Stipulation shall be void and no Signatory shall be bound by any of the agreements or provisions hereof.

8. If approved and adopted by the Commission, this Stipulation shall constitute a binding agreement among the Signatories. The Signatories shall cooperate in defending the validity and enforceability of this Stipulation and the operation of this Stipulation according to its terms.

9. If the Commission does not approve this Stipulation without condition or modification, and notwithstanding the provision herein that it shall become void, (1) 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 RSMo. §536.080 or Article V, Section 18 of the Missouri Constitution, and (2) 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, 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 purpose whatsoever.

10. If the Commission accepts the specific terms of this Stipulation without condition or modification, only as to the issues in these cases explicitly set forth above, the Signatories each waive their respective rights to present oral argument and written briefs pursuant to RSMo. §536.080.1, their respective rights to the reading of the transcript by the Commission pursuant to §536.080.2, their respective rights to seek rehearing pursuant to §536.500, and their respective rights to judicial review pursuant to §386.510. This waiver applies only to a Commission order approving this Stipulation without condition or modification issued in this proceeding and only to the issues that are resolved hereby. It does not apply to any matters raised in any prior or subsequent Commission proceeding nor any matters not explicitly addressed by this Stipulation.

**WHEREFORE**, for the foregoing reasons, the Signatories respectfully request that the Commission issue an Order approving the terms and conditions of this non-unanimous stipulation and agreement.

Respectfully submitted,

OFFICE OF THE PUBLIC COUNSEL

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**ATTORNEYS FOR KANSAS CITY  
POWER & LIGHT COMPANY and  
KCP&L GREATER MISSOURI  
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**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document has been hand delivered, emailed or mailed, postage prepaid, this 3<sup>rd</sup> day of February, 2011, to all parties of record.

/s/ Larry W. Dority  
Larry W. Dority