

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

Rhonda Wesley,)	
)	
Complainant,)	
)	
v.)	Case No. EC-2005-0245
)	
Kansas City Power & Light Company,)	
)	
Respondent.)	

**RESPONSE OF KANSAS CITY POWER & LIGHT COMPANY
TO STAFF REPORT**

COMES NOW Kansas City Power & Light Co. ("KCPL"), and pursuant to 4 CSR 240-2.080(15) files its response to STAFF REPORT, dated June 10, 2005.

1. KCPL seeks to clarify several items in the REPORT OF STAFF. In the first paragraph of section ISSUES and FINDINGS, KCPL clarifies that a "customer service agent" would be better indicated as "somebody at or associated with the residence". In the second paragraph of the same section, "March 3, 2005" should be "March 3, 2004". In the first paragraph of page 4, "November 11, 2004" should be "November 10, 2004" and "09/08/2004" should be "09/02/2004".

2. Further, KCPL seeks to clarify an additional item in the REPORT OF STAFF. In the second paragraph on page 4, it is stated:

However, Staff finds that KCPL failed to send to Ms. Wesley a written notice that explains the utility's right to require a deposit as is required under 4 CSR 240-13.030(2)(C).

As accurately indicated in the first paragraph on page 4, "KCPL established new service for Ms. Wesley at 5404 E. 96th Place" and "requested a deposit". KCPL believes the 4 CSR 240-

13.030(1)(A) should apply instead of 4 CSR 240-13.030(2)(C). Section 1 indicates “a utility may require a deposit or other guarantee as a condition of new residential service” while Section 2 indicates “a utility may require a deposit or guarantee as a condition of continued residential service”. Since KCPL established new residential service for the Complainant at 5404 E. 96th Place and required a deposit upon establishing service, KCPL was not required to comply with the requirements of Section 2(C).

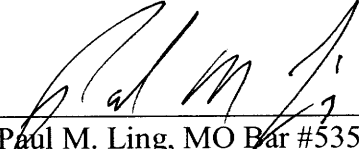
3. Therefore, KCPL disagrees with Staff’s CONCLUSION “that KCPL failed to provide in writing an explanation of its request for deposit”.

4. Similarly, KCPL disagrees with Staff’s pleading paragraph 2 which also indicates “that KCPL failed to supply certain written information to Ms. Wesley”.

5. Finally, KCPL concurs with Staff’s CONCLUSION “that Ms. Wesley has not demonstrated sufficient facts in support of her complaint against KCPL”.

WHEREFORE, Kansas City Power & Light Company respectfully requests that the Commission consider its response. Additionally, KCPL prays that the Commission deny all claims for relief by the Complainant and dismiss her Complaint with no further action required by Kansas City Power & Light Company.

Respectfully Submitted,

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ATTORNEY FOR
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was sent via first class mail,
postage prepaid on this 20th day of June, 2005, to the following:

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