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August 30, 1999

VIA FEDERAL EXPRESS

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
301 West High Street, Room 530
Jefferson City, MO 65101

FILED²
AUG 31 1999
Missouri Public
Service Commission

Re: GST Steel Company v. Kansas City Power & Light Company
Case No. EC-99-553
Our File: 100-9

Dear Secretary Roberts:

Enclosed please find an original and fifteen (15) copies of the public version and eight (8) separate sealed envelopes containing the **Highly Confidential** version of Kansas City Power & Light Company's Motion to Compel GST Steel Company's Responses to the First Set of Interrogatories and Requests for Production of Documents and Suggestions in Support. Please return a file-stamped copy of the Motion in the enclosed pre-addressed, stamped envelope.

Thank you for your time and attention to this matter.

Very truly yours,



Timothy G. Swensen

TGS/csk
Enclosure

KC-675466-1

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

FILED²

AUG 31 1999

Missouri Public
Service Commission

GST STEEL COMPANY,

Complainant,

v.

KANSAS CITY POWER & LIGHT
COMPANY,

Respondent.

Case No. EC-99-553

**KANSAS CITY POWER & LIGHT COMPANY'S MOTION TO COMPEL
GST STEEL COMPANY'S RESPONSES TO THE FIRST SET
OF INTERROGATORIES AND REQUESTS FOR PRODUCTION
OF DOCUMENTS AND SUGGESTIONS IN SUPPORT**

Respondent Kansas City Power & Light Company ("KCPL") hereby requests that the Public Service Commission of the State of Missouri ("Commission") grant its Motion to Compel Responses to its First Set of Interrogatories and Requests for Production of Documents Propounded to GST Steel Company ("GST"). In support of its Motion to Compel, KCPL states as follows:

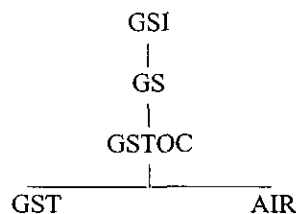
1. On May 11, 1999, GST filed a Petition with the Missouri Public Service Commission against KCPL. In its Petition, GST alleged that its economic viability is "severely threatened" by increased electric rates and requested that the Commission take immediate steps to protect GST from exposure to the allegedly unjust and unreasonable charges contained in the Special Contract that it agreed to with KCPL in 1994 for electric services. GST also requested an investigation of the overall adequacy and reliability of KCPL's services. See Petition at ¶¶ 3-4, 14-18, 24-26. On or about June 8, 1999 KCPL filed its Answer to GST's petition. The parties filed a Joint Proposed Procedural Schedule and Preliminary Statement of Issues on

June 19, 1999, and the Commission adopted the Proposed Procedural Schedule by its Order dated June 22, 1999.

2. In its Answer KCPL propounded numerous defenses to GST's allegations. KCPL noted that GST entered a Special Contract with KCPL which governs the delivery and price of electric services to GST. GST entered the Special Contract after extensive negotiations with KCPL and received the benefit of legal counsel and expert advice from energy consultants during negotiations. KCPL's Answer, ¶ 33. KCPL observed that the Special Contract provides certain benefits to GST, such as lower average prices and flexibility. *Id.* at ¶¶ 34-35. KCPL stated that GST accepted these benefits as well as the risks GST now complains of, and that GST was aware of those risks when it entered the Special Contract. *Id.* at ¶ 36. In addition, KCPL averred that GST's economic viability is threatened by a number of factors other than its current electricity costs. *Id.* at 38-41. KCPL noted that GST and its affiliated entities¹ have suffered economically because of a variety of recent missteps and misfortunes unrelated to the Special Contract with KCPL. For example, KCPL pointed out that:

- (1) GST and GSTOC suffered losses due to dramatic declines in the selling price for its products;

¹ The current corporate operating structure of GST's affiliated entities places GS Industries, Inc. ("GSI") at the head; GS Technologies ("GS") is directly below GSI. GS Technologies Operating Co. ("GSTOC") is directly below GSI. Both GST Steel and American Iron Reduction ("AIR") are directly below GSTOC. Schematically, the structure looks like this:



See Exhibit A of KCPL's Complaint, at p. 4.

- (2) GST and its affiliated entities entered a joint venture with American Iron Reduction (“AIR”) which obligated GST to purchase a certain amount of iron from AIR instead of from more competitively priced alternatives, resulting in multi-million dollar losses;
- (3) Strikes at GST and affiliated entities cost GST millions of dollars in pre-tax earnings. Id. at 38-40.

3. On August 4, 1999, KCPL propounded its First Set of Interrogatories and Requests for Production of Documents to GST, attached as Exhibit A.

4. By letter dated August 16, 1999, GST responded to KCPL’s requests and raised objections to the majority of them. See GST’s Response to KCPL’s First Set of Interrogatories and Requests for Production of Documents, attached as Exhibit B.

5. As the Commission recently noted, it is the parties’ initial pleadings, including both the Complaint and Answer, which frame the issues.² Since the Commission has already permitted broad discovery of the allegations in GST’s Complaint, it is also appropriate to permit discovery regarding KCPL’s defenses to the Complaint. Unfortunately, GST has objected to several interrogatories relevant to KCPL’s defenses, and otherwise designed to lead to admissible evidence. This Motion will explain why GST should be compelled to answer KCPL’s interrogatories in this matter.

GST’s Objections to Requests Regarding GST’s Productivity and Profitability

6. GST objects to Requests 5-19 and 46-49 on the grounds that the information sought is irrelevant to the issues set for hearing in this proceeding and not likely to lead to the

² “Order Regarding KCPL’s Motion For Clarification, Reconsideration And Rehearing Of The Commission’s Order of July 29, 1999, And Regarding GST Steel Company’s Second Motion To Compel Discovery,” GST Steel Company v. Kansas City Power & Light Company, Case No. EC-99-553 (August 19, 1999) at 5-6.

discovery of admissible evidence. Ex. B, pp. 1; 5-7. Requests 5-19 concern GST's commercial relationship with AIR³, an affiliated entity to GST and a producer of direct reduced iron.

Request 46 seeks information regarding labor disputes or strikes which may have affected GST's financial and production status from 1994 to the present. Requests 47-48 seek information on the effect the Asian economic crisis may have had on GST's profitability and productivity from 1994 to the present. Request 49 asks for information regarding the electric rates GSTOC is charged at its domestic steel making facilities.

7. KCPL's Requests 5-19 and 46-49 seek information regarding GST's steel producing activities and profitability during 1994-1999. These requests are relevant because GST alleged that its production is likely to decrease, that it will need to reduce its work force, and that its very viability is "severely threatened" by the allegedly unjust and unreasonable rates in the Special Contract and by KCPL's allegedly unreliable and inadequate electric service. See Petition, ¶¶ 3-4; 24-26. In its Motion for Interim Relief GST alleged that its electricity rates would increase, and that such an increase would present a "severe threat to the mill's economic viability" and that the prices for electricity may prove "financially ruinous" to GST. GST's Motion for Interim Relief and Expedited Hearings, ¶¶ 6, 10. In these requests, KCPL seeks information directly relevant to GST's allegations and should be permitted to discover information pertinent to GST's financial and production status during the narrow time frame reflected in the requests. Clearly, the requests are reasonably calculated to lead to the discovery of admissible evidence.

8. Moreover, KCPL stated as part of its Answer and defense that a variety of other, more salient, factors were affecting GST's economic viability and productivity. See KCPL's

³ GS Technologies ("GS") recently entered a joint venture with AIR for the supply of Direct Reduced Iron. See KCPL's Answer at ¶ 39.

Answer, ¶¶ 38-41. For example, KCPL noted that GSTOC's recent Form 10-K demonstrated that GST suffered marked declines in selling prices for its product, that GSTOC's joint venture with AIR has resulted in multi-million dollar losses, and that recent strikes at GST and at GSTOC's South Carolina facility cost the company over \$28 million in pre-tax earnings. Id. at 38-40.⁴ It is evident that the information KCPL seeks is related to a portion of its defense as articulated in the pleadings. KCPL should be permitted to engage in discovery to obtain information necessary to develop and prove the various defenses contained in its Answer.

GST's Objections to Requests Relevant to Discussions
And Documentation Concerning the Special Contract

9. GST objects to Requests 24-25 as overbroad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Ex. B, p. 2-3. GST objects to Requests 38-41 on the grounds that they are irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Id. at p. 4. GST's objections to these Requests should be denied. Requests 24-25 seek documents relating to the Special Contract sent to Bain Capital by Mr. Paul B. Edgerly or those sent to Mr. Edgerly by Bain.⁵ KCPL's Requests 38-41 seek documents in which GST and its affiliated entities referred to the Special Contract as being unjust and unreasonable.

10. KCPL has tailored these requests as narrowly as possible, given the allegations and relevant facts surrounding this dispute. GST alleged that as a Special Contract customer it is not seeking to improve or alter its agreement with KCPL, an Agreement it reached during arm's length negotiations with the assistance of legal counsel and which was approved by the

⁴ These figures do not include undisclosed losses due to a strike at GST's Florida facility. KCPL's Answer at ¶ 40.

⁵ Mr. Edgerly is a director of GS Technologies Corporation as well as a managing director of Bain. He has been a general partner of Bain Venture Capital since 1990. Bain Funds owns 57.67% of the shares of GSI's Common Stock. KCPL's Answer, Ex. A, p. 29; 38-39.

Commission. Petition, ¶ 3; KCPL's Answer, ¶¶ 33, 37. Rather, GST alleged it is "simply seeking the equitable implementation of its contract and is attempting to ensure that it is not subject to unjust and unreasonable charges." Petition, ¶ 3. Moreover, GST alleged it did not agree to "unreasonable discrimination" in the assessment of charges under the Special Contract and that its viability is threatened by the alleged unreasonable electricity rates. *Id.* at ¶¶ 4, 24-26. Because of the inextricable connection and influence between GST and its affiliated entities--GSTOC, GSI, and GS--KCPL's requests are clearly relevant to these allegations and are designed to elicit data surrounding the negotiation, implementation and effect of the Special Contract.


11. As part of its defense to GST's allegations, KCPL stated that GST is attempting to alter the terms of the Special Contract. KCPL's Answer, ¶ 37. KCPL noted that the parties engaged in extensive negotiations prior to executing the Special Contract, that GST received counsel from attorneys and energy consultants, and that GST was aware of and accepted the benefits and risks associated with the pricing structure of the Special Contract. *Id.* at ¶¶ 33-36. Therefore, these Requests are also relevant to a portion of KCPL's defense to GST's allegations and are therefore discoverable.

Conclusion

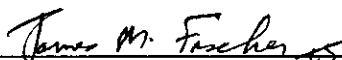
13. All of KCPL's requests which GST objects to seek information which is relevant to proving or disproving allegations contained in the pleadings or address issues relevant to KCPL's defenses. Moreover, the Requests are reasonably calculated to lead to the discovery of admissible evidence and are narrowly tailored to the issues and underlying facts of this dispute.

WHEREFORE, Kansas City Power & Light Company respectfully requests that the Commission overruled GST's specific objections to KCPL's First Set of Interrogatories and requests for Production of Documents and compel GST to respond to those requests.

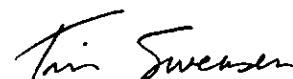
Respectfully submitted,



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Attorneys for Kansas City Power & Light Company

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing have been mailed to the following counsel of record, this 30th day of August, 1999:

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Lathrop & Gage, L.C.
2345 Grand Avenue, Suite 2500
Kansas City, MO 64108

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Brickfield Burchette & Ritts, P. C.
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Office of the Public Counsel
P. O. Box 7800
Jefferson City, MO 65102



Attorney for Respondent

Case No. EC-99-553

1. "GST" or the "Company" refers to GST Steel Company, a division of GS Technologies Operating Co. (hereafter referred to as "GSTOC"), and its subsidiaries, affiliates, predecessors, successors, directors, officers, employees, agents, and other persons or entities acting on its behalf.

2. "GSTOC" refers to GS Technologies Operating Co., and its subsidiaries, affiliates, predecessors, successors, directors, officers, employees, agents, and any other persons or entities acting on its behalf.

3. "GSI" refers to GS Industries, Inc., and its subsidiaries, affiliates, predecessors, successors, directors, officers, employees, agents, and any other persons or entities acting on its behalf.

4. "GS" refers to GS Technologies, and its subsidiaries, affiliates, predecessors, successors, directors, officers, employees, agents, and any other persons or entities acting on its behalf.

5. "AIR" refers to American Iron Reduction, L.L.C., and its subsidiaries, affiliates, predecessors, successors, directors, officers, employees, agents, and any other persons or entities acting on its behalf.

6. "Bain Capital" refers to Bain Capital, Inc., and its subsidiaries, affiliates, predecessors, successors, directors, officers, employees, agents, and any other persons or entities acting on its behalf.

7. "Mr. Edgerley" refers to Paul B. Edgerley in his capacity as a director for GST.

8. The phrase "Special Contract" refers to the Amended and Restated Power Supply Agreement that KCPL and GST entered into on or about August 12, 1994.

9. The term "Request" or "Requests" refers to the questions or information asked for in the section of this document titled "Requests."

10. The term "Identify" means the following:

- (a) when used in reference to an individual, state his full name and present or last known residence address and telephone number, his present or last known position and business affiliation, and his position and business affiliation at the time in question;
- (b) when used in reference to a commercial or governmental entity, state its full name and type of entity (e.g. corporation, partnership, LLC), and its present or last known address;
- (c) when used in reference to a document, state the date, author, title, type of document (e.g., letter, memorandum, e-mail, tape recording), and its present or last known location;
- (d) when used in reference to a communication, state the type of communication (e.g., letter, personal communication), the date thereof, and the parties thereto and, in the case of a conversation, state the substance, place and approximate time thereof, and identity of other persons in the presence of each party thereto; and
- (e) when used in reference to an act, state the substance of the act, the date, time, and place of performance, and the identity of the actor and all other persons present.

11. The term "document" as used in the Requests contained herein is used in its customary broad sense, and includes, without limitation, any kind of printed, recorded, written, graphic, or photographic matter and things similar to any of the foregoing, regardless of their author or origin. The term specifically includes reports, studies, statistics, projections, forecasts, decisions and orders, inter and intra-office communications, correspondence, memoranda, financial data, summaries or records of conversations or interviews, statements, returns, diaries, work-papers, graphs, sketches, computer printouts, summaries or reports of investigations or negotiations, opinions or results of consultants, photographs, brochures, bulletins, pamphlets, books, articles, advertisements, circulars, press releases, graphic records or representations or publications of any kind (including microfilm, video tape and records, however produced or reproduced), electronic, mechanical and electrical records of any kind (including,

without limitation, input/output files, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, disks and recordings used in automated data processing together with the programming instructions and other material necessary to translate, understand or use the same), all drafts, prints, issues, alterations, modifications, changes and amendments to the foregoing, and all other documents or tangible things of whatever description that constitute or contain information within the scope of a Request that are in the possession of GST. A Request seeking the identification or production of documents addressing, relating or referring to, or in discussing a specified matter encompasses documents having a factual, contextual, or logical nexus to the matter, as well as documents making explicit or implicit reference thereto in the body of the documents. Originals and duplicates of the same document need not be separately identified or provided; however, drafts of a document or documents differing from one another by initials, interlineations, notations, erasures, file stamps, and the like shall be deemed to be distinct documents requiring separate identification or production.

12. The term "communication" shall mean any transmission of information by oral, graphic, electronic mail, written, pictorial or otherwise perceptible means, including but not limited to, telephone conversations, letters, telegrams, and personal conversations. A Request seeking the identity of a communication addressing, relating, or referring to, or discussing a specified matter encompasses documents having factual, contextual, or logical nexus to the matter, as well as communications in which explicit or implicit reference is made to the matter in the course of the communication.

13. The term "substance" of a communication or act includes the essence, purport or meaning of the same, as well as the exact word or actions involved.

14. Words expressing the singular number shall be deemed to express the plural number; those expressing the masculine gender shall be deemed to express the feminine gender and neuter genders; those expressing the past tense shall be deemed to express the present tense and vice versa.

15. The unqualified term "or" shall be construed either conjunctively or disjunctively to bring within the scope of these Requests any matters that might otherwise be construed to be outside their scope.

16. The unqualified term "person" shall mean an individual, corporation, partnership, unincorporated association or other business or governmental entity.

17. The term "e.g." means illustration by example and is not a limitation.

INSTRUCTIONS

1. Unless otherwise indicated, please furnish information and tangible materials pertaining to, in existence, or in effect for the whole or any part of the period from January 1, 1994 to the present.

2. In answering each Request, please state the text of the Request prior to providing the response. Each Request and response should be on a separate page. Where there are subparts to a Request, each subpart and applicable response should be on a separate page. Each request is continuing in nature and GST is required to supplement its response immediately following the receipt of such additional or different information. For each Request, list all assumptions made by GST in answering said Request.

3. In the event that GST or other defined entity asserts that any of the information requested is deemed by it to be privileged, confidential or proprietary, then GST in its written response should identify any such data, and any supporting documents, by date and general content. GST should also identify all persons who participated in the preparation of the document and all persons, inside or outside of GST, who received a copy, read or examined any such document. In addition, GST should indicate its claim of privilege with particularity and describe the grounds upon which privilege is claimed. State the present location of the document and all copies thereof and identify each person having custody or control of the document and said copies. For information considered proprietary or confidential by GST, KCPL will hold said information confidential and make it available only to KCPL counsel and consultants in the present case, in accordance with the protective order adopted by the Missouri Public Service Commission in this proceeding.

4. In the event that GST asserts that any requested information is not available in the form requested, then GST, in its written response thereto should discuss the following:

- (a) the form in which the requested data currently exists (identifying documents by title);
- (b) whether it is possible under any circumstances for GST to provide the data in the form requested;
- (c) the procedures or calculations necessary to provide the data in the form requested;
- (d) the length of time (in hours or days) necessary for GST to prepare the data in the form requested; and

- (e) the earliest dates, time period, and location that GST's files, records or documents in which the requested information exists may be inspected.

5. The Requests contained herein contemplate that individual copies of any documentary material requested will be provided as is the usual custom in regulatory proceedings. In the event that GST asserts that any requested documents are too voluminous, or, for some other reason, that copies cannot be provided, GST or other defined entity will make the documentary material available for the inspection at its offices at a reasonable time. GST shall also provide copy services.

6. In providing documents, GST is requested to furnish all documents or items in its physical possession or custody, as well as those materials under the physical possession, custody or control of any other person or entity acting or purporting to act on behalf of GST or any of its employees or representatives, whether as an agent, independent contractor, attorney, consultant, witness or otherwise.

7. To the extent that any requested document cannot be provided in full, it should be provided to the extent possible, with an indication of what document or portion of what document is being withheld and the reasons for withholding said document.

8. All documents shall be provided in the same order as they are kept or maintained by GST. To the extent they are attached to each other, documents should not be separated.

9. For each request answered, provide the name of the person or persons answering, the title of such person(s) and the name of the witness or witnesses who will

be prepared to testify concerning the matters contained in each response or document provided. GST shall provide all responses under oath.

10. KCPL respectfully requests that GST send by express delivery service one copy of its responses to these Requests to the following:

William H. Koegel
Gerald A. Reynolds
Kansas City Power & Light Company
1201 Walnut
20th Floor
Kansas City, MO 64106

Karl Zobrist
Timothy G. Swensen
Blackwell, Sanders, Peper Martin, LLC
Two Pershing Square
2300 Main Street
Suite 1000
Kansas City, MO 64108

James M. Fischer
James M. Fischer, P.C.
101 West McCarty
Suite 215
Jefferson City, MO 65101

REQUESTS

1. Is GSI authorized to conduct business in the State of Missouri?
 - (a) If so, was GSI authorized to do business in the State of Missouri on January 1, 1994?
 - (b) Please provide a copy of GSI's Missouri certificate of authority to transact business.
 - (c) Please provide a copy of GSI's Missouri certificate of good standing.
2. Is GS authorized to conduct business in the State of Missouri?
 - (a) If so, was GS authorized to do business in the State of Missouri on January 1, 1994?
 - (b) Please provide a copy of GS's Missouri certificate of authority to transact business.
 - (c) Please provide a copy of GS's Missouri certificate of good standing.
3. Is GST authorized to conduct business in the State of Missouri?
 - (a) If so, was GST authorized to do business in the State of Missouri on January 1, 1994?
 - (b) Please provide a copy of GST's Missouri certificate of authority to transact business.
 - (c) Please provide a copy of GST's Missouri certificate of good standing.
4. Is GSTOC authorized to conduct business in the State of Missouri?
 - (a) If so, was GSTOC authorized to do business in the State of Missouri on January 1, 1994?
 - (b) Please provide a copy of GSTOC's Missouri certificate of authority to transact business.
 - (c) Please provide a copy of GSTOC's Missouri certificate of good standing.
5. Does GSTOC purchase direct reduced iron from AIR?

(a) If so, did GSTOC supply any of the direct reduced iron obtained from AIR to GST in 1998?

(b) Did GSTOC supply any of the direct reduced iron obtained from AIR to GST in 1999?

6. Does GSTOC purchase direct reduced iron from AIR pursuant to any purchase agreements? If so, please provide copies of any purchase agreements between GSTOC and AIR.

7. How many metric tons of direct reduced iron obtained from AIR did GSTOC supply GST for the year 1998?

8. How many metric tons of direct reduced iron obtained from AIR did GSTOC supply GST for the year 1999?

9. How much did GST pay GSTOC per ton for direct reduced iron obtained from AIR during 1998?

10. For each delivery of direct reduced iron from AIR to GSTOC during 1998, please provide documents that lists the market sales price per ton.

11. How much did GST pay GSTOC per ton for direct reduced iron obtained from AIR during 1999?

12. For each delivery of direct reduced iron from AIR to GSTOC during 1999, please provide documents that lists the market sales price per ton.

13. How much did GSTOC pay AIR per ton for direct reduced iron supplied during 1998?

14. How much did GSTOC pay AIR per ton for direct reduced iron supplied from January 1, 1999 to August 4, 1999.

15. Did the price that GSTOC paid AIR for direct reduced iron in 1998 exceed the market sales price for direct reduced iron and other scrap substitutes in 1998?

16. Did the price that GSTOC paid AIR for direct reduced iron in 1999 exceed the market sales price for direct reduced iron and other scrap substitutes in 1999?

17. Did the price that GST paid GSTOC for direct reduced iron obtained from AIR in 1998 exceed the market sales price for direct reduced iron and other scrap substitutes in 1998?

18. Did the price that GST paid GSTOC for direct reduced iron obtained from AIR during 1999 exceed the market sales price for direct reduced iron and other scrap substitutes in 1999?

19. For the period from January 1, 1998 to the present, please provide all documents that discuss or refer to the effect that the price AIR's direct reduced iron is having on GST's profitability.

20. For the period from January 1, 1994 to the present, please identify all meetings attended by officers, management, employees or other representatives of GST where the Special Contract was discussed. Please provide any documents produced in connection with the aforesaid meetings.

21. For the period from January 1, 1994 to the present, please identify all meetings attended by officers, management, employees or other representatives of GSTOC where the Special Contract was discussed. Please provide any documents produced in connection with the aforesaid meetings.

22. For the period from January 1, 1994 to the present, please identify all meetings attended by officers, management, employees or other representatives of GSI

where the Special Contract was discussed. Please provide any documents produced in connection with the aforesaid meetings.

23. For the period from January 1, 1994 to the present, please identify all meetings attended by officers, management, employees or other representatives of GS where the Special Contract was discussed. Please provide any documents produced in connection with the aforesaid meetings.

24. Please provide any and all documents relating to the Special Contract sent to Bain Capital by Mr. Edgerly.

25. Please provide any and all documents relating to the Special Contract sent to Mr. Edgerly by Bain Capital.

26. For the period from January 1, 1994 to the present, and with respect to GST, please provide all documents that discuss or relate to the Special Contract.

27. For the period from January 1, 1994 to the present, and with respect to GSTOC, please provide all documents that discuss or relate to the Special Contract.

28. For the period from January 1, 1994 to the present, and with respect to GSI, please provide all documents that discuss or relate to the Special Contract.

29. For the period from January 1, 1994 to the present, and with respect to GS, please provide all documents that discuss or relate to the Special Contract.

30. For the period from January 1, 1994 to the present, and with respect to GST, please provide all documents that discuss or relate to KCPL.

31. For the period from January 1, 1994 to the present, and with respect to GSTOC, please provide all documents that discuss or relate to KCPL.

32. For the period from January 1, 1994 to the present, and with respect to GSI, please provide all documents that discuss or relate to KCPL.

33. For the period from January 1, 1994 to the present, and with respect to GS, please provide all documents that discuss or relate to KCPL.

34. For the period from January 1, 1994 to the present, and with respect to GST, please provide all documents that discuss or relate GST's electric rate and/or electricity expense.

35. For the period from January 1, 1994 to the present, and with respect to GSTOC, please provide all documents that discuss or relate GST's electric rate and/or electricity expense.

36. For the period from January 1, 1994 to the present, and with respect to GSI, please provide all documents that discuss or relate GST's electric rate and/or electricity expense.

37. For the period from January 1, 1994 to the present, and with respect to GS, please provide all documents that discuss or relate GST's electric rate and/or electricity expense.

38. For the period from January 1, 1994 to the present, please provide all documents where GST referred to Special Contract as being unjust and unreasonable.

39. For the period from January 1, 1994 to the present, please provide all documents where GSTOC referred to Special Contract as being unjust and unreasonable.

40. For the period from January 1, 1994 to the present, please provide all documents where GSI referred to Special Contract as being unjust and unreasonable.

41. For the period from January 1, 1994 to the present, please provide all documents where GS referred to Special Contract as being unjust and unreasonable.

42. For the period from January 1, 1994 to the present, please identify all meetings of GST's board of directors and/or officers where any discussion of KCPL and/or the Special Contract took place. Please provide copies of any document produced in connection with the aforesaid meetings.

43. For the period from January 1, 1994 to the present, please identify all meetings of GSTOC's board of directors and/or officers where any discussion of KCPL and/or the Special Contract took place. Please provide copies of any document produced in connection with the aforesaid meetings.

44. For the period from January 1, 1994 to the present, please identify all meetings of GSI's board of directors and/or officers where any discussion of KCPL and/or the Special Contract took place. Please provide copies of any document produced in connection with the aforesaid meetings.

45. For the period from January 1, 1994 to the present, please identify all meetings of GS's board of directors and/or officers where any discussion of KCPL and/or the Special Contract took place. Please provide copies of any document produced in connection with the aforesaid meetings.

46. For the period from January 1, 1994 to the present, please identify all labor disputes or strikes that reduced GST's profitability.

- (a) For each labor dispute or strike, quantify in dollars the amount of lost business.
- (b) For each labor dispute or strike, please provide copies of documents that quantify in dollars the amount of business GST lost.

47. For the period from January 1, 1994 to the present, please provide all documents that discuss or refer to the effect that the Asian economic crisis is having on GST's profitability.

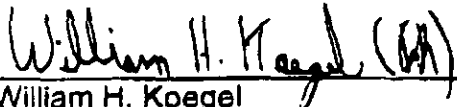
48. Please state whether statements made in GSTOC's 1998 10-K (referring to bad results continuing as long as economic conditions in Asian persist) continue to be accurate forecasts. Specifically, does GST expect to suffer losses due to the Asian economic crisis through 1999 and beyond. If so, please state the projected losses.

49. For the period from January 1, 1994 to the present, please identify and provide all documents that contain information regarding the electric rates GSTOC is charged at each of its domestic steel making facilities.

50. Please provide copies of any proposals concerning risk sharing relative to the availability of KCPL's baseload generating facilities.

51. Please provide copies of GST's balance sheets as of December 31, 1994, 1995, 1996, 1997 and 1998.

52. Please provide copies of all of GST's income statements produced between December 31, 1994 and December 31, 1999.



William H. Koegel
Gerald A. Reynolds
Kansas City Power & Light Company
1201 Walnut
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(816) 556-2785 (Telephone)
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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing First Set of Interrogatories and Requests for Production of Documents Propounded by KCPL to GST have been sent to the following counsel of record this 4th day of August, 1999 to:

Paul S. Deford
Lathrop & Gage, L.C.
2345 Grand Avenue, Suite 2500
Kansas City, Missouri 64108
(hand delivered)

James W. Brew
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VIA FACSIMILE

Mr. William H. Koegel
Mr. Gerald A. Reynolds
Kansas City Power & Light Co.
1201 Walnut
20th Floor
Kansas City, MO 64106

Re: Case No. EC-99-553

Gentlemen:

In accordance with 4 CSR 240-2.090 of the Commission's Rules of Practice and Procedure, GST Steel Company ("GST" or "Petitioner") objects to the below-mentioned Kansas City Power & Light Company's ("KCPL") Interrogatories and Requests for production of documents ("Request(s)"). GST's specific objections are set forth below:

KCPL-1-5, 1-6, 1-7, 1-8, 1-9, 1-10, 1-11, 1-12, 1-13, 1-14, 1-15, 1-16, 1-17, 1-18, 1-19:

Response:

Petitioner objects to these Requests (and all subparts thereof) on the grounds that the information sought is neither relevant to the issues set for hearing in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

AIR is an entity that is partially owned by GSI. AIR produces direct-reduced iron, which is a potential feedstock in the production of steel. Petitioner objects to these Requests as being irrelevant because purchases, if any, of materials used in steelmaking between related GSI organizations is in no way related to the adequacy of electric service provided by KCPL and other issues in this proceeding.

KCPL-1-20, 1-21, 1-22, 1-23:

Response:

Petitioner objects to these Requests on the grounds that they are overbroad, including within their scope information that is neither relevant to the issue set for hearing in this proceeding nor reasonably calculated to lead to discovery of admissible evidence. KCPL requests information regarding "all meetings" relating to the Special Contract, regardless whether these documents relate to reliability or adequacy of electric service provided by KCPL to GST.

Petitioner also objects to these Requests to the extent the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will identify all meetings, and the individuals attending these meetings, and provide KCPL with relevant non-privileged documents pertaining to these Requests within the applicable time deadline.

KCPL-1-24, 1-25:

Response:

Petitioner objects to providing the documents requested by KCPL on the grounds that these Requests are overbroad, including within their scope information that is neither relevant to the issue set for hearing in this proceeding nor reasonably calculated to lead to discovery of admissible evidence. KCPL requests "all documents" relating to the Special Contract sent between Bain Capital and Mr. Edgerly, regardless whether these documents relate to reliability or adequacy of electric service provided by KCPL to GST.

Petitioner also objects to these requests to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will provide KCPL with relevant non-privileged documents pertaining to these Requests within the applicable time deadline.

KCPL-1-26, 1-27, 1-28, 1-29:

Response:

Petitioner objects to providing the documents requested by KCPL on the grounds that these Requests are overbroad, including within their scope information that is neither relevant to the issue set for hearing in this proceeding nor reasonably calculated to lead to discovery of admissible evidence. KCPL requests "all documents" relating to the Special Contract, regardless whether these documents relate to reliability or adequacy of electric service provided by KCPL to GST.

Petitioner also objects to these requests to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will provide KCPL with relevant non-privileged documents pertaining to these Requests within the applicable time deadline.

KCPL-1-30, 1-31, 1-32, 1-33:

Response:

Petitioner objects to providing the documents requested by KCPL on the grounds that these Requests are overbroad, including within their scope information that is neither relevant to the issue set for hearing in this proceeding nor reasonably calculated to lead to discovery of admissible evidence. KCPL requests "all documents" relating to KCPL, regardless whether these documents relate to reliability or adequacy of electric service provided by KCPL to GST.

Petitioner also objects to these requests to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will provide KCPL with relevant non-privileged documents pertaining to these Requests within the applicable time deadline.

KCPL-1-34, 1-35, 1-36, 1-37:

Response:

Petitioner objects to these requests to the extent the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will provide KCPL with relevant non-privileged documents pertaining to these Requests within the applicable time deadline.

KCPL-1-38, 1-39, 1-40, 1-41:

Response:

Through these Requests, KCPL seeks documents involving the question of whether the Special Contract is "unjust or unreasonable," which requires a legal conclusion. Petitioner objects to these Requests on the grounds that they are neither relevant to the issue set for hearing in this proceeding nor reasonably calculated to lead to discovery of admissible evidence.

Petitioner also objects to these Requests to the extent the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will provide documents relating to the Special Contract that have been identified in Petitioner's Response to KCPL-1-26, 1-27, 1-28, and 1-29, above.

KCPL-1-42, 1-43, 1-44, 1-45:

Response:

Petitioner objects to these Requests on the grounds that they are overbroad, including within their scope information that is neither relevant to the issue set for hearing in this proceeding nor reasonably calculated to lead to discovery of admissible evidence. KCPL

requests information and documents relating to meetings where "any discussion" of KCPL or the Special Contract took place, regardless whether these meetings and documents relate to reliability or adequacy of electric service provided by KCPL to GST.

Petitioner also objects to these Requests to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

Without waiving this or any other objection, Petitioner will make a good faith effort to identify all such meetings, if any, and provide KCPL with relevant non-privileged documents pertaining to these Requests within the applicable time deadline.

KCPL-1-46:

Response:

Petitioner objects to KCPL's Request (and all subparts thereof) on the grounds that the information sought is neither relevant to the issues set for hearing in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

Petitioner objects to this Request as being irrelevant because a labor dispute or strike at GST, and any effect it would have on GST profitability, is in no way related to the adequacy of electric service provided by KCPL and other issues in this proceeding.

Petitioner also objects to this Request to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

KCPL-1-47:

Response:

Petitioner objects to KCPL's Request on the grounds that the information sought is neither relevant to the issues set for hearing in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

Petitioner objects to this Request as being irrelevant because the Asian economic crisis, and any effect it would have on GST profitability, is in no way related to the adequacy of electric service provided by KCPL and other issues in this proceeding.

Petitioner also objects to this Request to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

KCPL-1-48:

Response:

Petitioner objects to this Request on the grounds that the information sought is neither relevant to the issues set for hearing in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

Petitioner objects to this Request as being irrelevant because the Asian economic crisis, and any effect on GST profitability because of it, is in no way related to the adequacy of electric service provided by KCPL and other issues in this proceeding.

KCPL-1-49:

Response:

Petitioner objects to KCPL's Request on the grounds that the information sought is neither relevant to the issues set for hearing in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

Petitioner objects to this Request as being irrelevant because the electric rates paid by GSTOC domestic steel making facilities is in no way related to the adequacy of electric service provided by KCPL and other issues in this proceeding.

Petitioner also objects to this Request to the extent that the documents sought are protected by the attorney-client privilege and/or attorney work product privilege. The documents for which Petitioner is claiming privilege will be indexed and included on a privilege log, which will be filed under seal.

KCPL-1-51, 1-52:

Response:

Petitioner objects to these Requests on the grounds that the information sought is neither relevant to the issues set for hearing in this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

GSTOC files forms 10-K and 10-Q with the U.S. Securities and Exchange Commission, which are publicly available from the SEC or its internet website.

Notwithstanding the objections asserted here, Petitioner reserves the right to invoke claims of privilege and confidentiality with respect to any and all Requests submitted, and to object to any Request for which the requested materials prove to be voluminous when preparing the response.

Sincerely,


Paul S. DeFord

cc: William G. Riggins
Karl Zobrist
Timothy G. Swensen
James M. Fischer
James W. Brew