

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

In the Matter of the Future Supply,	)	
Delivery and Pricing of the Electric	)	Case No. EW-2004-0596
Service Provided by Kansas City	)	
Power and Light Company	)	

**CONCERNED CITIZENS OF PLATTE COUNTY AND  
SIERRA CLUB'S RESPONSE TO  
PRAXAIR INC.'S MOTION TO TERMINATE PROCEEDINGS**

Come now Concerned Citizens of Platte County ("CCPC") and Sierra Club ("SC") and respond to Praxair Inc.'s ("Praxair") Motion to Terminate Proceedings.

1. CCPC and SC agree with Praxair and the Missouri Department of Natural Resources ("DNR") that the above-styled workshop proceeding has been beneficial but that it is time to terminate the proceeding.

2. CCPC and SC agree with the reasons set forth by Praxair in its Motion, and join in the argument that due process requires that a rate increase be approved, if at all, in a contested case, which the Workshop proceedings were not by any means.

3. In light of the rumors circulating on January 27, 2005, there is even greater urgency for the Workshop proceedings to be terminated and for a contested case begin. The January 27 rumors were substantial and said that Kansas City Power and Light ("KCPL") and the Public Service Commission ("PSC") were engaged in "secret talks" and about to announce an "agreement" which would indicate a rate increase of a specific amount "approved" by the PSC.

4. If there is any truth to these rumors, then numerous problems abound. The most important problem is that the PSC will have violated its duty to act in the interest of the *public*, and will instead be acting in the interest of the utility. If, however, these Workshop proceedings are terminated and a contested case begins, the PSC will at least indicate an attempt at fulfilling its duty to the public.

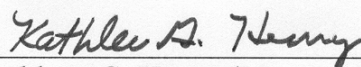
5. Another problem to be found, if there is any truth to these rumors, is that the “negotiations” that took place on the “Stipulation” put forth by KCPL, on January 24 and January 25, 2005, will have been for naught. There were many “parties” who appeared in good faith at those negotiations, and, although they may have not agreed that a Stipulation was a correct procedure, they were determined to act in good faith and have their concerns heard by the PSC, and they thought that KCPL would put forth another draft of the Stipulation following the negotiations. The time and energy of those who appeared or participated by telephone on those two days will have been totally wasted, as it appears from the rumors that the PSC and KCPL had in mind an entirely different “agreement” to work on, excluding the interested parties.

6. Another problem to be found, if there is any truth to those rumors, is that the ten-day time period that the PSC gave parties for responding to Praxair’s Motion will have been farcical, as the PSC was obviously not going to seriously consider the responses if it were also reaching a “secret agreement.” Again, the time spent by counsel on this case appears to have been for naught, as there are secret agreements going on precluding the public from being heard by a governmental agency charged with hearing the public.

7. CCPC and SC urge the PSC to act in the interest of the *public*, and hold a contested case. The PSC is called the *Public* Service Commission, not the *Utility* Service Commission. CCPC and SC also urge the PSC to not allow KCPL to set forth any more meaningless exercises that usurp counsels' time. The PSC is supposed to engage in regulating utilities, not promoting futility.

WHEREFORE, CCPC and SC support the termination of the above-styled proceedings as requested by Praxair, Inc., in its Motion to Terminate Proceedings.

Respectfully submitted,

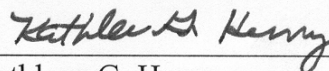


Kathleen G. Henry (Mo. Bar No. 39504)  
Great Rivers Environmental Law Center  
705 Olive Street, Ste. 614  
St. Louis, Missouri 63101  
(314) 231-4181  
(314) 231-4184 (facsimile)  
[khenry@greatriverslaw.org](mailto:khenry@greatriverslaw.org)

#### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct, PDF version of the foregoing was sent by e-mail on this 28<sup>th</sup> day of January, 2005, to the following:

John Coffman<[john.coffman@ded.mo.gov](mailto:john.coffman@ded.mo.gov)>, Dana Joyce<[dan.joyce@psc.mo.gov](mailto:dan.joyce@psc.mo.gov)>, Steve Dottheim<[steve.dottheim@psc.mo.gov](mailto:steve.dottheim@psc.mo.gov)>, James M. Fischer<[jfischerpc@aol.com](mailto:jfischerpc@aol.com)>, Dean Cooper<[dcooper@brydonlaw.com](mailto:dcooper@brydonlaw.com)>, Mark Comley<[comley@ncrpc.com](mailto:comley@ncrpc.com)>, Duncan Kincheloe<[dkincheloe@mpua.org](mailto:dkincheloe@mpua.org)>, Stuart Conrad<[stucon@fcplaw.com](mailto:stucon@fcplaw.com)>, Diana Vulsteke<[dmvuylsteke@bryancave.com](mailto:dmvuylsteke@bryancave.com)>, Lisa Langeneckert<[llangeneckert@stolarlaw.com](mailto:llangeneckert@stolarlaw.com)>, Shelley Woods<[shelley.woods@ago.mo.gov](mailto:shelley.woods@ago.mo.gov)>.



Kathleen G. Henry