

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

<b>In the Matter of the Application of Kansas</b>	)	
<b>City Power and Light Company for</b>	)	
<b>Approval to Make Certain Changes in its</b>	)	<b>Case No. ER-2006-0314</b>
<b>Charges for Electric Service to Begin the</b>	)	
<b>Implementation of Its Regulatory Plan.</b>	)	

**KANSAS CITY POWER & LIGHT COMPANY'S SUGGESTIONS IN  
OPPOSITION TO APPLICATION TO INTERVENE  
FILED BY W. BILL DIAS**

Comes now Kansas City Power & Light Company ("KCPL"), pursuant to 4 CSR 240-2.080, by and through its undersigned counsel, and respectfully requests that the Missouri Public Service Commission ("Commission") deny the Motion For Leave To File Application To Intervene Out Of Time Of W. Bill Dias, Natural Person, And W. Bill Dias D/B/A 1.PAYSTATION.COM filed on August 1, 2006. In support of its Suggestions In Opposition, KCPL respectfully states<sup>1</sup>:

1. On August 1, 2006, W. Bill Dais filed a pleading entitled "Motion For Leave To File Application To Intervene Out Of Time Of W. Bill Dias, Natural Person, And W. Bill Dias D/B/A 1.PAYSTATION.COM" ("Motion") in this proceeding. In his statement of relief requested in his Motion, Mr. Dias lists the following requests:

"(1) That KCPL not be give a rate increase that effects the Urban Community of Kansas City Missouri without offering those customers that signs up a complete package deal that includes both the Energy Conservation Thermostat and Weatherization of homes and apartments at no cost to the customer. There are to be no income restrictions for this service. That these programs be operated by Dias and underwritten on a continuing monthly base by KCPL.

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<sup>1</sup> KCPL will not attempt to address in this pleading all extraneous allegations contained in Mr. Dias's Motion, but will merely address the issue of the appropriateness of Mr. Dias's intervention in this rate case.

(2). That KCPL partner with the University of Missouri at Kansas City and Dias to build a new charter school not unlike the 'University Academy'. This charter school has an excellent graduation record with 100% of its students going to college.

(3). That KCPL underwrites the current cost of their Missouri customers paying their bill at pay-stations through the revised Memorandum of Understanding.

(4). That KCPL insure that their pay-stations except checks for the payment of their bills, not just cash which is a security issue for many elderly KCPL customers or in the alternative issue debit card of Dias at no cost to the customer.

(5). That KCPL allows any Missouri customer to be eligible for 'Delayed Due Date' as proposed in the revised Dias Memorandum of Understanding.

(6). That KCPL underwrites the cost for those customers wishing to pay their bill using a credit or debit card, of their choice; are allowed to do so with no cost to the customer as proposed in the revised Dias Memorandum of Understanding.

(7). That KCPL guarantees that 30 per cent of all contracts and purchases for the new Latin (sic) (2) Power Plant be awarded to Minorities and women own firms.

(8). That KCPL guarantee that 30 per cent of their employee base be Minorities." (Motion, pp. 4-5).

2. The Commission should deny the Motion since the matters raised by Dias to justify his intervention are matters beyond the scope of the pending rate case, and the relief requested by Mr. Dias is not within the jurisdiction or statutory authority of this Commission. More specifically, the Commission has no statutory authority to grant the relief requested in subparagraphs (1)-(8) referenced above. In particular, the Commission has no statutory authority to mandate that KCPL use the specific energy conservation and weatherization programs apparently being offered by Mr. Dias, or the pay-station services being offered by Mr. Dias, or underwrite Mr. Dias's programs on a monthly basis. Secondly, the Commission has no statutory authority to mandate that KCPL partner with the University of Missouri at Kansas City and Mr. Dias to build a new charter school. Third, the Commission has no statutory authority to mandate that KCPL

underwrite the current cost of Missouri customers using Mr. Dias's or other pay-station services, or require that KCPL "issue debit cards issued by Dias at no cost to the customer." (Motion, p. 4) Finally, the Commission has no statutory authority to require that KCPL guarantee that a specified number of contracts related to Iatan 2 be awarded to minority-owned or women-owned firms, or that KCPL hire a specific number of minority employees.

3. To the extent that the Motion could be broadly construed as a Formal Complaint concerning the reasonableness of any rates or charges of KCPL, then the Motion should be dismissed since Mr. Dias has not perfected the "complaint" as required by Section 386.390(1), and 4 CSR 240-2.070(3) which specifically states:

"... no complaint shall be entertained by the commission, except upon its own motion, as to the reasonableness of any rates or charges of any public utility unless the complaint is signed by the public counsel, the mayor or the president or chairman of the board of aldermen or a majority of the council or other legislative body of any town, village, county or other political subdivision, within which the alleged violation occurred, or not fewer than twenty-five (25) consumers or purchasers or prospective consumers or purchasers of public utility gas, electricity, water, sewer or telephone service as provided by law."

4. The Commission should also deny the Motion on the ground that Mr. Dias has not shown that he has an interest that "is different from that of general public and which may be adversely affected by a final order arising from the case." 4 CSR 240-2.075(4)(A). The Public Counsel is already a party to this proceeding and is authorized to "represent and protect the interests of the public in any proceeding before . . . the public service commission." Section 386.710, RSMo. As a result, the public is already represented, and granting the intervention of Mr. Dias in this proceeding will not serve the public interest. 4 CSR 240-2.075(4)(B).

5. Finally, the Commission should deny Mr. Dias's late-filed request for intervention as untimely since the intervention date established by the Commission in this proceeding was February 23, 2006, more than five (5) months ago. The procedural schedule has been established (including the filing of direct testimony by non-KCPL parties on August 8, 2006), and it would prejudice KCPL and other parties if the schedule in this proceeding was modified to accommodate Mr. Dias's late-filed intervention.

**WHEREFORE**, Kansas City Power & Light Company respectfully requests that the Commission deny the Motion filed by Mr. Dias in this proceeding.

Respectfully submitted,

/s/ James M. Fischer

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Attorneys for Kansas City Power & Light  
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### CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing has been hand-delivered, emailed or mailed, First Class mail, postage prepaid, this 2<sup>nd</sup> day of August, 2006, to Counsel of Record in this proceeding, and to Mr. W. Bill Dias, 8358 Drury Circle, Kansas City, Missouri 64132, and email: wbilldias@kc.rr.com, and wbilldias@hotmail.com.

/s/ James M. Fischer

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