

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) Case No. ER-2006-0314
Certain Changes in its Charges for Electric Service)
To Begin the Implementation of Its regulatory Plan)

W. BILL DIAS' PREHEARING BRIEF

Comes now W. Bill Dias submits his prehearing brief W. Bill Dias will limit its brief to the issues on which KCPL has taken some position or on which was raised in the testimony of Susan K. Natham.

The testimony of Susan K. Natham deals with her opinion and interpretation of W. Bill Dias testimony at the Public Hearing held in Kansas City.

I'm going to limit my commits on Susan K Natham's testimony because her testimony contained little or no truth of the facts i.e. she says that KCPL is working with the Baptist Ministers Union and she had no knowledge of KCPL's plan to first use zip codes in Grandview and Johnson counties to compile the data required by the Commission. I can only say that there is news paper articles from the Kansas City Call who attended the meeting and heard John Marshall make these comments to the body of that meeting. This testimony is not to be believed and for that reason I will spend no more time on it.

Confidential and Proprietary Information:

ISSUE: Should KCPL be required to honor an executed Memorandum of Understanding with KCPL dated February 12, 2006?

Response: KCPL has used this Memorandum of Understanding to extract confidential and proprietary information that they did not provide compensation for.

ISSUE: Should KCPL be required to allow all of its customers the flexibility to have "Delayed Due Dates".

Response: KCPL currently allows only those customers on fixed income to have the flexibility of “Delayed Due Dates”. If a KCPL customer wants to position them selves to take advantage of Alternative Credit Scoring, they must be permitted “Delayed Due Dates” which allows them to make payments in such a manor that they can be reported to the four (4) major credit reporting agencies as “Paid as Agreed”.

ISSUE: Should KCPL be required to participate in Alternative Credit Score Programs?

Response: KCPL should not have the right to deny certain customers who feel they need Alternative Credit Score help to improve their financial position by paying their KCPL utility bill on-time and reported to the major credit reporting agencies.

ISSUE: Should KCPL be required to appoint DIAS as an authorized payment agent per the executed Memorandum of Understanding dated February 12, 2001?

Response: DIAS has been forwarding unauthorized utility bill payment for KCPL customers since 2003 through a network of pay stations in the Greater Kansas City Area. These are the same customers that have indicated that they would participate in Dias’ bill payment program with all of the benefits that come along with being a card member.

ISSUE: Should KCPL be required to participate in Energy Conservation Program” that will provide consultation, weatherization, materials, installation and On-time Bill Payment if the KCPL customer does not income quality for Low-Income help, if so, should the cost of the program to be underwritten by KCPL and charged back to the customer. Should this program be independent of the customer’s utility bill?

Response: KCPL has gone on record in Stipulation and Agreement in Case No. EO-2005-0329 that they plan to work with those agencies that the community feel would most benefit the urban residents. However, when the community actuality finds a company that can deliver the services they want KCPL makes up reason why they can’t do business with that company. Which KCPL are we to believe, the one the presented the Stipulation and Agreement to the Commission in Case No. EO-2005-0329 shown in “Appendix B”, or the KCPL that presented in the testimony of Susan K Natham. It appears that KCPL says what is needed, at the time that it is needed whether they intend to operate in good faith. If KCPL can offer help to low-income customers why they be required to help any customer that may not be low-income but has no other source to turn to?

LOW INCOME WEATHERIZATION AND HIGH EFFICIENCY PROGRAM

PROGRAM DESCRIPTION

Qualifying lower income customers can get help managing their energy use and utility bills through KCP&L's low income weatherization and high efficiency program. The program will work directly with local CAP agencies that already provide weatherization services to low income customers through the DOE and other state agencies. KCP&L will provide supplemental funds to the CAPs to cover the cost of weatherization measures. This program will be administered by the CAP agencies and follows the protocol under current federal and state guidelines. Participants can be a KCP&L owner-occupied residential customer in a one to

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APPENDIX B

four-unit structure and have an income that is up to 185% of the federal poverty guidelines. Renters will also be allowed to participate if the landlord pays 50% of the weatherization cost and agrees not to raise the rent for pre-agreed period of time. CAP agencies will be allowed an average of \$1,500 per participant for weatherization and other electric savings measures.

This program helps low income customers reduce their energy costs at no cost to the customer. CAP agencies offer a cost effective implementation capability, which allows most of the funds allocated to this program to go directly to the purchase and installation of energy efficiency measures.

EVALUATION

Weatherization impacts for the first two years of the program will be based upon borrowed analysis from other utility programs. In the third year of the program, a billing analysis will be conducted to estimate impacts for all measures.

ISSUE: Should KCPL be required to pay DIAS for the confidential information that was shared by DIAS Team?

Response: We believe that KCPL should be required to pay for the confidential and proprietary information obtained from DIAS.

Respectfully Submitted,

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Certificate of Service

I hereby certify that a true and correct copy of the above and foregoing document was sent via email on the 13 day of October, 2006 to all parties of record.