



GREAT PLAINSSM ENERGY

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August 26, 2003

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison Street
Jefferson City, Missouri 65102

FILED⁴

AUG 27 2003

Re: Edward K. Moses, Sr. v.
Kansas City Power & Light Company
Case No. EC-2003-0508

Missouri Public
Service Commission

Dear Mr. Roberts:

I have enclosed for filing the original and eight copies of Kansas City Power & Light Company's Response to Staff Investigation and Report in the above-referenced case.

Please bring this filing to the attention of the appropriate Commission personnel.

Sincerely,

CAROL SIVILS
Legal Assistant

Enclosures

cc: Dana K. Joyce
John B. Coffman
Edward K. Moses, Sr.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED⁴

AUG 27 2003

Edward K. Moses, Sr.,)
)
 Complainant,)
)
 v.)
)
 Kansas City Power & Light Company,)
)
 Respondent.)

Missouri Public
Service Commission

Case No. EC-2003-0508

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

COMES NOW Kansas City Power & Light Co. ("KCP&L" or "Company"), and pursuant to the ORDER DIRECTING FILING, STAFF INVESTIGATION AND REPORT, dated June 23, 2003, files its response to STAFF INVESTIGATION AND REPORT, dated August 1, 2003.

1. KCP&L agrees with Staff's finding that KCP&L is allowed by Commission rule and its tariff to disconnect electric service to a customer for unauthorized use of electric service.

2. KCP&L agrees with Staff's finding that KCP&L is allowed by Commission rule and its tariff to charge a reasonable fee for restoring electric service. However, Staff overlooked KCP&L's General Rules and Regulations, 8.05 RECONNECTION CHARGE. This regulation affords KCP&L the right to charge not only for restoring electric service, but also the right to charge for disconnecting service when there is a violation of any provision of the Customer's service agreement. 8.05 provides:

If electric service is disconnected for violation of any provision of the Customer's service agreement, a charge may be made by the Company to cover its cost of disconnecting and reconnecting the Company facilities before electric service will be resumed.

3. KCP&L agrees with Staff's finding that KCP&L is allowed by Commission rule and its tariff to require payment (or satisfactory credit arrangements) before restoring electric service.

4. KCP&L agrees with Staff's finding that KCP&L is allowed by Commission rule and its tariff to assess a "tampering charge".

5. KCP&L agrees with Staff's finding that KCP&L is allowed by Commission rule and its tariff to assess a "reconnection fee".

6. KCP&L agrees with Staff's finding that the Commission cannot require a regulated utility to compensate a customer for expenses the customer chose to incur.

7. KCP&L does not agree with Staff's belief that the Company is only authorized by its tariff and Commission rule to charge customers the costs incurred, no more and no less. The reality is, it would be nearly impossible for KCP&L or any utility to always charge the customer the exact cost incurred, no more and no less. KCP&L does not have the systems in place to capture the exact labor costs, equipment costs, truck costs, and overheads associated with each instance of tampering or self-reconnect and charge the customer prior to completion of the work.

8. It is clear, however, in reading both the PSC Rules and KCP&L's Rules and Regulations, the Commission allows the Company to make some determination of costs in these instances and recover them from the customer.

9. Accordingly, at the time the Company decided to begin assessing a fee for tampering and self-reconnect, an estimate of the Company's cost for a "normal" case of tampering was found to be \$197. This estimate included the cost of the disconnection, as allowed in the Company's General Rules and Regulations, 8.05 RECONNECTION CHARGE, noted in paragraph 2 above, the reconnection, and equipment.

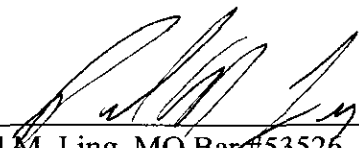
10. In considering this fee, the Company chose to take a reasonable approach to determine a fee that balanced the need of the Company to recover its costs and the ability of the Customer to pay. The Company chose to set the tampering fee at \$150. In doing so, the Company believes no customer is overcharged, and the Company recovers the minimal cost of a case of tampering. KCP&L continues to believe this is a reasonable amount and approach to this complex issue.

11. KCP&L does not object to filing tariff sheets listing the dollar amounts of the reconnection charges currently in place, but neither does it believe it necessary. As pointed out by Staff, PSC Rules and KCP&L's Rules and Regulations provide for a reasonable charge and Staff agrees the fees KCP&L charges are reasonable.

WHEREFORE, Kansas City Power & Light Company respectfully requests that the Commission consider its response, and thanks the Commission for the opportunity to present its views. Additionally, KCP&L prays that the Commission deny all claims for relief by the Complainant and dismiss his Complaint with no further action required by Kansas City Power & Light Company.

Respectfully Submitted,

By: _____


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ATTORNEY FOR
KANSAS CITY POWER & LIGHT COMPANY

CERTIFICATE OF SERVICE

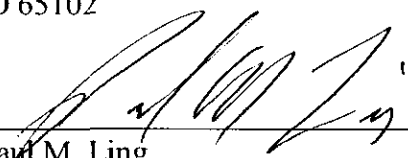
I hereby certify that a copy of the foregoing document was sent via first class mail, postage prepaid on this 26th day of August, 2003, to the following:

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Jefferson City, MO 65102

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Kansas City, MO 64134

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By: _____


Paul M. Ling

ATTORNEY FOR
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