



July 27, 2006

VIA US Mail

Data Center  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, Mo 65102

FILED<sup>4</sup>

AUG 01 2006

Missouri Public  
Service Commission

Re: Kansas City Power & Light Company, Docket No. ER-2006-0314—Motion to File Application to Intervene Out of Time of W. Bill Dias, natural person and W. Bill Dias d/b/a 1.PayStation.com.

Dear Sir or Madam:

Enclosed please find for filing an original and eight copies of the Motion to File Application to Intervene Out of Time of W. Bill Dias, a natural person and W. Bill Dias d/b/a 1.PayStation.com in the above referenced Docket No.ER-2006-0314

Sincerely,

A handwritten signature in black ink, appearing to read "W. Bill Dias".

W. Bill Dias  
Natural Person

Enclosures

Cc: Official Service List, Docket No.ER-2006-0314

**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 Certain Changes  
in its Charges for Electric Service to Begin the  
Implementation of its regulatory Plan )

**Case No. ER-2006-0314**

**Tariff No. YE-2006-0594**

**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**

COMES NOW, W. Bill Dias and W. Bill Dias D/B/A 1.Paystation.com ("Dias"), and pursuant to 4 CSR 240-2.080 submits this Motion for Leave to File Application to Intervene Out of Time (the "Motion") to the Public Service Commission of the State of Missouri (the "Commission"). In support of the Motion, Dias states as follows:

1. On February 12, 2001, KCPL and Dias did execute a Memorandum of Understanding that contemplated a Pilot Program that KCPL would implement. Dias' interest pursuant to 4 CSR 240-2.075(2) is the executed Memorandum of Understanding and the reason for seeking intervention is that the information only became known on July 12, 2006. Dias pursuant to 4 CSR 240-2.075 (2) states that he (the proposed intervenor) is unsure of the position he will take. That pursuant to 4 CSR 240-2.075(4), Dias (the proposed intervenor) has an interest which is different from that of the general public and which may be adversely affected by a final order arising from the case. That Dias and KCPL have had continuing discussions to date.

2. On May 3, 2005, KCPL in continuing discussions with the Commission, alone with other parties agreed upon dates for local public hearings and for an evidentiary hearing. The Commission adopted dates for Kansas City Power & Light Company, hereinafter called (KCPL), to provide a list of issues, list of witnesses, and order of cross-examination.

3. The Commission directed local public hearings to allow affected customers the opportunity to comment and relied on KCPL to provide sufficient information to allow affected customers to comment on demand response, efficiency and affordability programs.

4. On June 27, 2005, Tim Rush, Director, Regulatory Affairs KCPL through an email wanted to cancel the planned meeting to review the revised Dias Memorandum of Understanding which was to include energy conservation and weatherization, however that meeting was not canceled and the revised Dias Memorandum of Understanding was discussed at length.

5. On July 28, 2005, in Case No. EO-2005-0329, the Commission issued a Report and Order that did approve KCPL's experimental regulatory plan. The order also approved a Stipulation and Agreement which included demand response, efficiency and affordability programs. To implement those programs, KCPL filed tariff sheets P.S.C. MO.

No. 7, Fifth Revised Sheets Nos. 21, 21A, 21B, 21C, 21D, 21E on January 20, 2006 and substituted on February 27, 2006 and were made effective March 8, 2006.

I suggest that the information contained in those substituted tariff sheets contained new information that was not presented at any public hearings and there was no opportunity for the proposed intervenor nor the public to comment. Pursuant to 4 CSR 240-2.11(8) "A party may request that the Commission reopen a case for the taking of additional evidence if the request is made after the hearing has been concluded. Pursuant to 4 CSR 240-2.0759(4)(A) "The proposed intervenor has an interest which is different from that of the general public and which may be adversely affected by a final order arising from the case and 4 CSR 240-2.0759 (4)(B) "Granting the proposed intervention would serve the public interest all apply in this Motion for Leave to File Application to Intervene Out of Time.

6. On February 1, 2006, KCPL submitted to the Commission proposed tariff sheets intended to implement an Energy Conservation and Weatherization Pilot however they omitted the bill payment part of the Pilot as called for in the Memorandum of Understanding executed on 2/12/01. KCPL proposes a general rate increase for electrical service provided in its Missouri service area. The Commission issued an Order and Notice on February 3, in which it gave interested parties until February 23 to request intervention.

7. On July 12, 2006 I met with senior level representatives of KCPL at the Oak Grove Missionary Baptist Church, Kansas City, Missouri, to discuss a revised version of a Memorandum of Understanding signed by KCPL 2/12/01 dealing with the establishment of a third-party payment agent that was willing to partner with the Baptist Ministers Union of Kansas City Missouri to create an on-time bill payment program, promote Delayed Due Dates that correspond to their customers pay period, energy conservation and weatherization for any person that was able to maintain on-time bill payment in the Urban Community. This effort would address and fund the chief concern of the churches.

8. This Memorandum of Understanding was rejected with no clear reason other than to say "when KCPL was ready, it would go out and ask for companies to submit "Request for Proposals" (RFP) to get these contracts.

9. At that meeting, John Marshall, Senior Vice President-Delivery did admit that KCPL had implemented a pilot as part of its Experimental Regulatory Plan, in two (2) zip codes in the Greater Kansas area; the results of which would make the case for a planned rate increase.

10. When pressed, Mr. Marshall did admit that KCPL choose a zip code in Johnson County and one in Grandview.

11. Mr. Marshall volunteered information that KCPL stands to make ten-of-millions of dollars through the rate increase and energy conservation program. He goes on to say that to date KCPL has spent \$4.5 million dollars on this program to purchase and install these Honeywell "Energy Optimizer" programmable thermostats at a cost of \$300 dollars each free to the customer. He further explained, these thermostats were professionally installed which was also free.

12. When pressed, Mr. Marshall did admit that Honeywell was a sole source contractor and that the Request for Proposal (RFP) procedure that was requested of me and the Baptist Ministers Union of Greater Kansas City was not used.

13. When pressed, Mr. Marshall did admit that the professionals doing the installation did not live in the Urban Core and that they were sole source contracts. The Request for Proposal (RFP) Procedure that was requested of me and the Baptist Ministers Union of Greater Kansas City was not used.

14. When pressed, Mr. Marshall did admit that the homes in the Experimental Pilot were ten years old or younger and that for the most part had no energy conservation and or weatherization problems.

15. When pressed, Mr. Marshall did not deny, refute, or disagree that the Kansas City Urban Community homes and customers were omitted from the Experimental Pilot because most of the homes in this part of the City are Fifty (50) plus years old and leak upwards of 60 per cent of their heating and cooling energy.

16. When pressed, Mr. Marshall volunteered information that by the end of this year some fifteen thousand units will have been installed in the Experimental Pilot Area and by the same professionals that are currently doing the work.

17. Mr. Mike Deggendorf, Vice President of Public Relations volunteered that KCPL had given \$2.5 Million dollars to the City of Kansas City Missouri's Weatherization Program and planned to give more.

18. When pressed, Mr. Deggendorf did admit that the Weatherization Program in its current form was little or no use to those customers not on public assistance or living in apartments.

19. I suggest that in the hearings mandated by the Commission, KCPL did conspire, scheme, connive, plot and made a conscience discussion that this information should be kept from the public; obviously concerned that press and public scrutiny might end up producing an adverse public reaction that could destroy the project. I suggest that KCPL specifically proposed a "Low-Profile Strategy" designed to keep the details of the rate increase out of the public view.

20. I suggest that KCPL did place the details of this energy conservation, weatherization in demand response, efficiency and affordability programs in revised tariff sheets that should not have been included in a Stipulation and Agreement that was made part of the Protective Order 4 CSR 240-2.085(1) "The pleading shall state with particularity why the moving party seeks protection and what harm may occur if the information is made public" Case NO. ER-2006-0314 approved by the Commission on February 1, 2006 solely as a way to keep this information on the substituted tariff sheets away from the press and public scrutiny.

21. I further suggest that the grant of any rate increase as planned by KCPL would grant an undue or unreasonable preference, advantage, prejudice and/or would disadvantage the customers living in the Urban Core and enrich KCPL on the backs of the its customers living and working in the Urban Core. The Commission issued an Order and Notice on February 3, in which it gave interested parties until February 23 to request intervention. Pursuant to 4 CSR 240-2.090(1) that could have allowed the proposed intervenor to obtain Discovery of this information that was only disclosed on July 12, 2006.

22. On July 20, 2006, I met at KCPL Headquarters with senior representatives of Kansas City, Power & Light. I came away from that meeting terribly disappointed that our offer to

enter into a Memorandum of Understanding with KCPL to implement an on-time bill payment program coupled with energy conservation and weatherization for any customer that wants to save on energy and raise their credit scores was rejected. The Memorandum of Understanding would facilitate the tracking of on-time payments to KCPL allowing alternative credit scores to be presented to those lenders that propose to offer credit based on on-time utility bill payments. Our proposal will have a direct impact on predatory lending and lower the cost of any purchase that requires a high credit score for those customers of KCPL that find themselves in that problem.

23. On July 3, in Case No. ER-2006-0314, Wal-Mart Stores East, L.P. filed a Motion for Leave to File Application to Intervene out of Time. Wal-Mart stated that it did not file its application until now because it needed time to review the filing and analyze its business interests as they relate to this case. The Commission did grant the Application to Intervene out of time.

#### **CONCLUSION:**

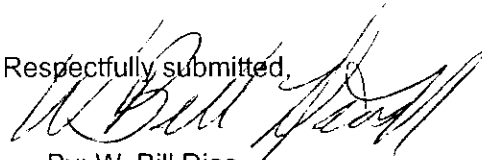
For good cause, it is requested that the Commission grant W. Bill Dias a resident of Kansas City Missouri as an interested party and W. Bill Dias d.b.a. 1.PayStation.com intervention. The Commission rule 4 (CSR 240-2.075(4) states that if a person who has an interest different from that of the general public and which may be adversely affected by a final order based on information that is just being revealed; the Commission can grant the proposed intervention.

**Statement of relief requested:** pursuant to 4 CSR 240-2.080(3) and specific reference is made to 4 CSR 240-2.075(2) and (4, A and B)

- (1). That KCPL not be given 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.
- (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 revision 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 the 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 (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.

Respectfully submitted,



By: W. Bill Dias  
Natural Person

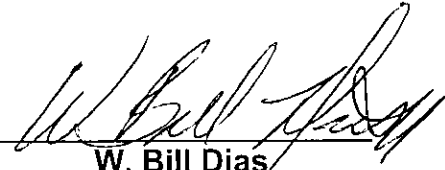
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Verification

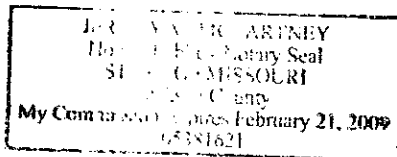
State of: Missouri )

County of: Jackson )

Comes now the undersigned and upon oath first duly sworn states that he has read the foregoing pleading, he is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of his knowledge and belief.

  
W. Bill Dias

Subscribed and sworn to before me this 27 day of July, 2006



  
Notary Public

My Commission Expires: Feb 21 2009

## CERTIFICATE OF SERVICE

I do hereby certify that on this 21 day of July, 2006, a copy of the above and foregoing was sent via U.S. Mail, postage prepaid, to

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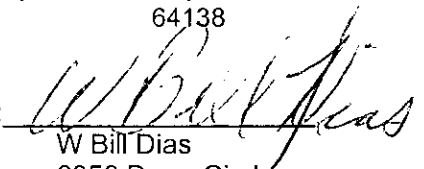
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