

BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

June 30, 2015

Jefferson City, Missouri

Volume 18

In The Matter Of Kansas City)
Power & Light Company's Request) File No. ER-2014-0370
for Authority To Implement a)
General Rate Increase for)
Electric Service)

MICHAEL BUSHMANN, Presiding
SENIOR REGULATORY LAW JUDGE

ROBERT S. KENNEY, Chairman,
STEPHEN M. STOLL,
WILLIAM P. KENNEY,
DANIEL Y. HALL,
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PROCEEDINGS

JUDGE BUSHMANN: Today is June 30th and this is the File Number ER-2014-0370, Kansas City Power & Light's rate increase request. Before we get started with today's stuff, there was a leftover issue from yesterday. Some parties wanted a chance to review Exhibit 149, which was information the Company provided at the request of some of the Commissioners. They had some more information they wanted to have. Some parties yesterday said they needed more time to look at it. Has everybody had a chance to review that at this point? Any objections to the receipt of that into the record?

MR. POSTON: Yes, Judge. Let me find it. If I could just recall from memory, I don't have it right in front of me. But there was Attachment 1 and Attachment 3 that we had an issue with. Attachment 1 was they tried to show, I guess, MEEIA-type savings that they were anticipating and we object to that because we just don't -- one, I think those are engineering estimates that are based off of Ameren Missouri data. And on Attachment 3, which was -- which one was that? That was the surveys. We don't know what the underlying data -- there's so much about that data that we don't know. I think Commissioner Rupp, I think he referred to it as skewed, and so we would object to just those two attachments, 1 and 3.

1 JUDGE BUSHMANN: Any other objections? I'm
2 going to overrule the objections. I think they would go to
3 the weight rather than admissibility, so Exhibit 149 will be
4 received into the record.

5 (Exhibit Number 149 was received into evidence
6 by Judge Bushmann.)

7 Is there any news as far as the talks that
8 have been going on about proposed partial stipulation and
9 agreement?

10 MR. WOODSMALL: Your Honor, just as an update,
11 I believe I'm the hold-up here, just to be real candid, and
12 I'm reviewing the document now. As you know, I was in the
13 hearing room all day yesterday, so I'm hoping to get this to
14 KCP&L real shortly and maybe it will be filed lunchtime or
15 something.

16 JUDGE BUSHMANN: Does that have any impact on
17 today's schedule?

18 MR. WOODSMALL: The only thing it would
19 impact, as Mr. Hack said yesterday, would be the vegetation
20 management tracker and I don't believe I'm revealing anything
21 here, because I think he said it yesterday. Under the
22 stipulation, KCP&L would drop the vegetation management
23 tracker.

24 JUDGE BUSHMANN: So that still means we have
25 three openings and, what, 19 witnesses to get through today?

1 MR. WOODSMALL: It's going to be a long day.

2 MR. FISCHER: Judge, I think we also have some
3 discussions going on related to some of the later issues
4 after the FAC, and it may be later in the day we can give you
5 an update about perhaps taking a break to see if those
6 discussions are going anywhere.

7 JUDGE BUSHMANN: That would be fine.

8 MR. FISCHER: Okay.

9 MR. WOODSMALL: Yeah, I think what we revealed
10 yesterday was that all the issues that are scheduled tomorrow
11 are part of this settlement, so the only issues -- if the
12 settlement is filed, the only issues remaining after today
13 would be the income tax issues and the low-income
14 weatherization and we talked consistent with your request,
15 talked about bumping those issues up to tomorrow so we might
16 be able to finish tomorrow.

17 JUDGE BUSHMANN: Okay. Well, I'll just wait
18 to see what progress is made. In the meantime, let's go
19 ahead and get started with today's topic.

20 MR. ZOBRI ST: Judge, can I be heard on the
21 exhibit I offered yesterday, Number 152, with regard to
22 official or judicial notice. I've just got some citations
23 I'd like to put on the record or if you would prefer me to do
24 it in a written document, I can do it tomorrow.

25 JUDGE BUSHMANN: To save time, why don't you

1 just submit it in writing and I'll take a look at it.

2 MR. ZOBRI ST: Okay. Thank you, Judge.

3 JUDGE BUSHMANN: All right. We're ready for
4 FAC issues, Number 2 and 3. And we'll have mini openings,
5 beginning by Kansas City Power & Light.

6 MR. ZOBRI ST: May it please the Commission.
7 Karl Zobrist for Kansas City Power & Light Company. I'd like
8 to review some of the specific regulatory mechanisms that we
9 have talked about yesterday, but we're going to get into more
10 detail today. And in summary, we're here to talk about three
11 mechanisms, two of which we're requesting in the case and one
12 of which we're not.

13 The first is approval of the Company's fuel
14 adjustment clause. That, of course, is authorized by
15 statute, 386.266, which was passed as part -- was passed as
16 Senate Bill 179. And we've talked about and we will talk
17 about some of the criteria that would enable that to be
18 implemented for the Company.

19 Now, the second mechanism that we've had
20 discussion about is accounting authority orders. Now,
21 accounting authority orders are typically presented to the
22 Commission and approved by them for a historical event. What
23 we have talked about today is things like the Joplin tornado,
24 the 2011 Missouri River flood, ice storms, severe
25 thunderstorms, things like that. They are for unusual,

1 non-recurring past events. And they are booked to accounts
2 within the FERC Uniform System of Accounts, which the
3 Commission follows. None are requested in this case. So you
4 should bear in mind that AAOs is something that the
5 Commission has historically dealt with, none are being asked
6 for this this case.

7 What the Company is asking for in this case is
8 a series of decisions with regard to trackers. Trackers deal
9 with future costs. You look at an issue as it is forming
10 today and you decide, because it's either new, it's uncertain
11 or it's special, that it should be deferred as a future cost.
12 Recovery is not determined by a tracker. Recovery is
13 determined by you when the parties come back to you in a
14 general rate case. There have been some statements about a
15 tracker guaranteeing or giving recovery. It does not. A
16 tracker only defers the costs.

17 Now, the fuel adjustment clause, I had some
18 questions for Ms. Mantle yesterday about the criteria for
19 that. Under the Commission's regulations, it may consider
20 magnitude, it may consider volatility, and it may consider
21 manageability. It can also consider other things. And in
22 fact, when the Commission has issued Orders with regard to
23 fuel adjustment clause for other companies, it is frequently
24 emphasized financial integrity of the public utility.

25 Now, Public Counsel's proposal, and I talked

1 with Ms. Mantle a little bit about this yesterday and we'll
2 talk more about it today, inserts some additional
3 considerations that are not in the statute, they're not in
4 your regulations, and to my knowledge, they are not
5 explicitly mentioned in any of your decisions.

6 She talks about necessity. That has never
7 been a -- any standard or test that the Commission's applied
8 in deciding whether to grant fuel adjustment clause. She
9 says you should consider the public interest. You have
10 always considered the public interest. That is embedded in
11 the mandate in all the decisions that you've made and nothing
12 that is being proposed by the Company is contrary to the
13 public interest or asks you not to consider the public
14 interest.

15 But most significant, what Public Counsel's
16 proposal does is abandons the balance between utilities and
17 shareholders, between -- pardon me, utilities and customers.
18 It is very important that there be this balance and this
19 balance is recognized in the Public Service Commission Law,
20 in particular in Section 386.610, which states there should
21 be substantial justice between patrons, customers and public
22 utilities.

23 Now, we're going to talk about whether there
24 should be a sharing mechanism in this. And the proposal is
25 -- of the Company is to be consistent with the vast majority

1 of other American jurisdictions, which is you get 100 percent
2 recovery if something is imprudent. You don't get it and you
3 have to pay it back to the ratepayers, the customers with
4 interest. We have, and the Commission has approved in other
5 cases, in Ameren's case, in Empire's, and in GMO's fuel
6 adjustment clauses, a 95 percent/5 percent that we talked
7 about. Public Counsel proposes a 50 percent versus 50
8 percent sharing, which is not found, to my knowledge, in any
9 US jurisdiction. It would be a radical departure even from
10 the 95/5 sharing mechanism that we have with the other
11 electric utilities in the state.

12 Now, we're going to talk about some of the
13 tariff details and we'll try not to bore you with all the
14 details, but some of the ones that we are going to talk
15 about, that the Company is going to talk about is the
16 proposal not simply to have the fuel adjustment clause tariff
17 be organized by FERC accounts, which is what all the other
18 electric public utilities in Missouri have, but the request
19 by Public Counsel to go down to resource codes.

20 Well, resource codes and other types of
21 accounting codes are numbers that are developed internally by
22 various companies. And we think that this would simply
23 promote a bureaucratic and an inefficient way of identifying
24 these particular codes because if a company's accounting
25 department changes a code, then we have to come back in and

1 we have to change the tariff.

2 We think that written words, a proper
3 description of what is in each of these accounts is
4 sufficient and sufficient for the other electric utilities in
5 Missouri. It ought to be sufficient for Kansas City Power &
6 Light.

7 There was some questions raised with regard to
8 gains and losses from hedging. Hedging practices have been
9 approved for the past ten or fifteen years by this Commission
10 as a tool to manage volatility and fuel costs. We think that
11 those gains and losses from those hedging activities should
12 be included. There were also some specific questions about
13 sulphur dioxide amortizations, biofuels, broker commissions,
14 we think that those costs should be included in the fuel
15 adjustment clause.

16 There is also an issue raised with regard to
17 costs and revenues that are not being currently incurred or
18 currently received. And one of the examples that have come
19 up -- has come up is, for example, an insurance settlement
20 that we don't know about right today or perhaps a -- an
21 administrative proceeding before as has happened in the past,
22 an National Transportation Safety Board to reduce rail rates.

23 KCP&L in the past has pursued that action at
24 the NTSB and we received a settlement. We don't know what
25 those action are, but we believe those should be accounted

1 for in the FAC, so that if a settlement occurs, it would
2 come back in and be recognized and similar the expenses that
3 would be incurred to achieve that settlement would be
4 recognized as well. And our expert on that -- on those
5 issues, on some of those specific tariff issues is Mr. Blunk,
6 who will be our first witness taking the stand this morning.

7 Now, one of the controversial issues that
8 we're going to talk about today is should the fuel adjustment
9 clause reflect sales in the SPP and a greater marketplace.
10 And we know Commission has made decisions on that issue, so
11 we're fully aware of that, but it's our still that that is
12 appropriate.

13 As you know the SPP-integrated marketplace,
14 the day two market, requires KCP&L as a member to sell all of
15 its power into the system at a price that's calculated at the
16 generator settlement location at the same time the Company
17 purchases for a price calculated at a different place, at
18 what is called the load settlement location, and it buys all
19 that power out to surrogate's load. These prices contain
20 within them congestion, transmission congestion costs, which
21 reflect not only the costs to achieve a better transmission
22 flow of energy, but they also reflect those costs. We think
23 it is important to reflect those.

24 Now, whenever the parties have talked about
25 FERC Order 668, which talks about netting purchases and

1 sales, but it's important to remember that Order 668 does not
2 hold or does not affect each of these transactions which are
3 separate. They are separate purchases and they are separate
4 sales.

5 Now, there are a series of charges that
6 Southwest Power Pool charges to all of its members, including
7 Kansas City Power & Light. And we're going to talk about
8 what those specific schedules consist of. Schedule 1, which
9 gathers a certain number of expenses relates to scheduling,
10 system control, and dispatch services, the actual flowing of
11 the energy across the system.

12 Schedule 1-A relates to SPP's tariff
13 administration service. This is what you pay SPP to do its
14 job.

15 Schedule 11 relates to the transmission
16 projects themselves. The steel in the ground, the cable that
17 is being drawn, the actual improvement, the upgrades to the
18 transmission system that we've been talking about in this
19 country for the past ten years is finally getting done.
20 Those are massive expenses, they are on the increase and they
21 will be for the next five or six years and we believe that
22 those are appropriate to be put in a fuel adjustment clause.

23 And then finally Schedule 12 is the FERC
24 assessment, which we think is important.

25 Now, in rebuttal, we said if you're not going

1 to put those in the fuel adjustment clause, and we understand
2 some of the issues that you have dealt with in recent cases,
3 it's very appropriate for a tracking mechanisms. So whereas
4 a fuel adjustment clause is a pure recovery mechanism with a
5 prudence review at the end, the tracker is a deferral
6 mechanism. And the recognition in the recovery, if it
7 occurs, it occurs in a general rate case.

8 And so we are asking, if we're not granted the
9 opportunity to put these in a fuel adjustment clause, that we
10 -- that they be put in a tracker for later evaluation in a
11 general rate case, and so -- and if the tracker is granted in
12 the meantime, they would be placed into regulatory asset or
13 regulatory liability accounts pursuant to deferred Uniform
14 System of Accounts.

15 Now, the trackers occur by virtue of
16 rate-making actions of regulatory agencies. And we're going
17 to show you the language in these particular FERC accounts.
18 There is nothing in there that says what the standard is. It
19 doesn't say extraordinary, but typically trackers are for
20 uncertain, unusual events for which we do not have a history.
21 And these are the two FERC accounts to which either
22 regulatory assets or maybe that second one should be
23 regulatory liabilities are booked.

24 And they are governed by a particular
25 definition, which talks about how regulatory assets and

1 liabilities should be assessed. We are asking for a tracker
2 in addition to the SPP costs for property taxes and for CIPS,
3 the Critical Infrastructure Protection Standards, and for
4 cyber security costs.

5 The tracker mechanism idea is not new. It's
6 embedded in your regulations. And I just refer to the
7 vegetation management rule because it sets forth how this
8 works and the Commission has already recognized it. You
9 record the difference between the actual incurred expense and
10 the amount that are in rates. The Commission has approved
11 this in a variety of past cases. Witnesses have talked about
12 that. The pension and the other post employment benefit
13 expenses, I think we have that in this case.

14 And for KCP&L, because as Mr. Oligschlaeger
15 said yesterday, we didn't have a history of O & M costs at
16 the brand new Iatan plant when it came on line in 2009 or
17 whenever it was, that they were put into a tracker. Again,
18 they defer expense and revenue new from the base point and
19 recovery is then and whether there is recovery and over what
20 period of time is recovered is then determined in that next
21 rate case.

22 So in summary, we're presenting the Commission
23 with a series of regulatory mechanisms, which we don't think
24 will dilute your authority, we think it will enhance your
25 authority and we think it will promote a balance between

1 customers and the public utility. For example, cost of
2 capital decisions. You determine the return on equity and
3 the rate of return for a public utility. And there's been
4 evidence in this case, at least for Kansas City Power &
5 Light, after 6, 8, 10, 12, 14 months, they're not earning
6 their rate of return. They're not earning their ROE.

7 This will give the Commission the opportunity
8 to look at costs as they come in, again not to decide
9 recovery until a later time, but to permit the utility,
10 Kansas City Power & Light, a meaningful opportunity to earn
11 its authorized rate of return.

12 We think it provides you with a greater
13 opportunity for more frequent and timely review of costs and
14 their prudence. And it also gives the other parties an
15 opportunity to review these costs closer to the time when
16 they are incurred and the time when the revenues are
17 received. It avoids the time and expense of frequent general
18 rate cases and we think this is particularly appropriate in a
19 rising cost environment when load growth is slow and when
20 government mandates are increasing.

21 And we know, for example, that NERC, pursuant
22 to directions from Congress, from FERC, is moving from CIPS
23 Standard 3 to Version 5. We know we may be moving very
24 quickly to Version 6. Many more assets are being designated
25 as part of the basic electric system.

1 We know that the EPA, despite what the Supreme
2 Court did yesterday on the MATS rule is going to go back and
3 take a look at that. Millions of dollars have already been
4 invested in this. We also know that the greenhouse gas
5 regulations through the clean power plant are going to come
6 down in a couple of months.

7 So in light of these increasing costs over
8 which KCP&L has no control and at least within its service
9 territory where load growth is flat to slow, we think these
10 regulatory mechanisms deserve your attention. Thank you.

11 JUDGE BUSHMANN: Any questions?

12 CHAIRMAN KENNEY: No, thank you.

13 COMMISSIONER STOLL: No thanks, not at this
14 time.

15 COMMISSIONER KENNEY: I just have one question
16 regarding the property tax tracker. How does -- I realize
17 during the recession, mill rates decreased and now they're
18 starting to come back up. How come the Company can't manage
19 that or -- I'm just -- that really -- that one really
20 confuses me.

21 MR. ZOBRI ST: Commissioner, I think there is
22 going to be a separate opening on that. That's not my issue,
23 and I apologize for dodging you on it, but I think there are
24 people that can address that issue later on in the case.

25 COMMISSIONER KENNEY: Yeah, because I mean, I

1 got my tax bills and they went down. Now they're all going
2 back up. And I just can't understand how that can be a
3 tracker, but thank you.

4 MR. ZOBRI ST: Okay.

5 JUDGE BUSHMANN: Thank you. Opening by Staff.

6 MR. KEEVIL: May it please the Commission. As
7 you know, one of the overriding issues under the fuel
8 adjustment clause topic is whether KCP&L's request for a fuel
9 adjustment clause violates the stipulation and agreement from
10 Case Number E0-2005-0329. I know you heard some testimony
11 about that yesterday, but according to the list of issues,
12 that's an issue for today, so I'm going to address that.

13 Staff and multiple other parties obviously say
14 that KCP&L's request does violate the stipulation from that
15 case and KCP&L says it does not. Question: Does the Company
16 have a fuel adjustment clause? Answer: No, it does not.
17 Per the stipulation and agreement approved in 2005 by the
18 Commission and KCP&L's experimental regulatory plan docket,
19 Case Number E0-2005-0329, the Company agreed that it will not
20 seek a fuel adjustment clause prior to June 1, 2015.
21 However, the Company is not prohibited from requesting an
22 interim energy charge.

23 Now, that question and answer may sound like
24 testimony from Staff or some other party in this case which
25 is opposing KCP&L's fuel adjustment clause request. However,

1 that is actually the testimony of Tim Rush of KCP&L in KCPL's
2 prior rate case, ER-2012-0174. And then the testimony itself
3 is right there.

4 You will notice that this testimony does not
5 say that KCP&L agreed that it will not use a fuel adjustment
6 clause prior to June 1, 2015, or that it could seek a fuel
7 adjustment clause prior to June 1, 2015, as long as the fuel
8 adjustment clause was not made effective until after June 1,
9 2015, which as I understand it is KCP&L's current position.
10 It simply says that the Company agreed that it will not seek
11 a fuel adjustment clause prior to June 1, 2015. In other
12 words, even KCP&L has previously recognized that seeking a
13 fuel adjustment clause prior to June 1, 2015, as it has done
14 in this case is prohibited by the terms of the regulatory
15 plan stipulation.

16 Now, as for the language of the stipulation
17 itself, the stipulation provided that KCP&L agrees that prior
18 to June 1, 2015, it will not seek to utilize any mechanism
19 authorized in current legislation known as SB179 or other
20 change in state law that would allow riders or surcharges or
21 changes in rates outside of a general rate case based upon a
22 consideration of less than all relevant factors.

23 In exchange for this commitment, the signatory
24 parties agree that if KCP&L proposes an interim energy charge
25 in a general rate case file before June 1, 2015, in

1 accordance with the following parameters, they will not
2 assert that such proposal constitutes retroactive rate-making
3 or fails to consider all relevant factors.

4 Now, our state Supreme court en banc has
5 stated that a stipulation like any other settlement agreement
6 must be construed using ordinary rules of contract
7 construction. A contract must be construed as a whole so as
8 not to render any terms meaningless and a construction that
9 gives a reasonable meaning to each phrase and clause and
10 harmonizes all provisions is preferred over a construction
11 that leaves some of the provisions without function or sense.

12 To provided meaning to the applicability of
13 the June 1, 2015, date in the regulatory plan, both the first
14 and second sentences of the regulatory plan should be read
15 together. Now, one of the mechanisms authorized in SB179,
16 which is now Section 386.266 RSMo, is an interim energy
17 charge, or IEC. It is significant that the date in both
18 sentences, June 1, 2015, is the same. The second sentence
19 qualifies the first sentence by allowing KCP&L to do
20 something it could not do under the first sentence.

21 Now, if the first sentence means that KCP&L
22 could request a SB179 mechanism in a rate case filed before
23 June 1, 2015, as long as that mechanism did not become
24 effective until after June 1, 2015, is now contended by
25 KCP&L, then the date in the second sentence would be

1 meaningless. KCP&L's currently preferred construction of
2 this language would render the date in the second sentence
3 meaningless, thereby violating the rules of construction as
4 laid down by the Supreme Court.

5 Now, if you decide that KCP&L's fuel
6 adjustment clause does not violate the regulatory plan, then
7 you will need to decide whether KCP&L has proven that its
8 request means the criteria for a fuel adjustment clause
9 previously adopted by this Commission, KCP&L must prove that
10 it meets all of the criteria, not just some of the criteria.

11 Staff and multiple other parties says that
12 KCP&L has not met all of the criteria, KCP&L of course says
13 that it has. Now, if you decide that KCP&L's fuel adjustment
14 clause request does not violate the regulatory plan, and if
15 you decide that KCP&L's request meets all of the criteria for
16 a fuel adjustment clause, then you will need to decide how
17 the fuel adjustment clause should be structured. In other
18 words, what costs and revenue should be flowed through the
19 fuel adjustment clause and how the fuel adjustment clause
20 tariff itself should be worded.

21 I believe this is Issue 2(d) on the list of
22 issues, and if I counted correctly, I believe it contains 16
23 subissues. I'm not going to go through all 16 of them now,
24 but just want to highlight a few of them. The incentive
25 sharing percentage or sharing mechanism, Staff supports a

1 95/5 sharing mechanism, similar to every other regulatory
2 electric utility FAC in Missouri, KCP&L wants 100 percent
3 pass-through; or if a 95/5 percent mechanism is ordered, they
4 want to be able to recover the additional 5 percent later,
5 unlike every other regulated electric in Missouri.

6 In other words, they want no incentive sharing
7 mechanism. Transmission expense: Based on the Commission's
8 Order in the recent Ameren Missouri rate case, ER-2014-0258,
9 Staff recommends including a little SPP transmission expense,
10 in other words some amount of Schedule 11 charges, which
11 represents KCP&L's cost to transmit electric power which
12 KCP&L did not generate to its own load and caused to transmit
13 excess electric power KCP&L is selling to third parties to
14 locations outside of SPP. That's the same ruling that you
15 made in the Ameren case.

16 Regarding the SPP FERC -- SPP and FERC
17 administrative fees, these should not be allowed to flow
18 through a fuel adjustment clause.

19 Gains and losses from hedging and
20 cross-hedging. Staff recommends removing all recognized
21 gains and losses associated with cross-hedging from the
22 proposed FAC tariff and we'll have witnesses that can speak
23 in more detail about that later.

24 There are also issues concerning the
25 definition of several terms within the FAC tariff, such as

1 off-system sales revenues, net system input, and possibly
2 even whether the fuel adjustment clause should include a base
3 sector. That's still unclear to me.

4 Now, I've highlighted only a few of the 16
5 subissues under this issue, but you will need to decide all
6 16 of them if you decide to authorize KCP&L to have a fuel
7 adjustment clause. If you decide to not authorize KCP&L to
8 have a fuel adjustment clause, you will not need to decide
9 these issues.

10 Now, I want to mention that I am not
11 recommending that you deny KCP&L's fuel adjustment clause
12 request just because it is the simple solution. However, I
13 don't want you to think that denying KCP&L's fuel adjustment
14 clause request must be the wrong decision just because it is
15 the simple solution. Sometimes the simple solution is the
16 correct solution and that is the situation here.

17 Turning to a separate issue which has been combined
18 under the hearing schedule with this -- with the fuel
19 adjustment clause issue, transmission fees expense, which
20 also includes KCP&L's request for a transmission tracker. As
21 Mr. Zobrist mentioned, this request first appeared in KCP&L's
22 rebuttal testimony. And as I understand it, basically, KCP&L
23 is requesting that it be granted a tracker for any future
24 transmission costs which varies from the level of
25 transmission expense which is recognized in its revenue

1 requirement, which it is not allowed to flow through a fuel
2 adjustment clause.

3 Similar to KCP&L's other tracker request,
4 KCP&L is attempting to isolate one expense without taking
5 into consideration any change in revenue or other expenses
6 that may offset an increase in the isolated expense.

7 Trackers should only be used in rare
8 circumstances whereas transmission expense is a normal
9 recurring expense that can be annualized according to
10 traditional rate-making principles. Such expense is not
11 extraordinary. In denying KCP&L's request for a transmission
12 tracker in KCP&L's previous rate case, the Commission stated
13 that the projected transmission cost increases are not
14 extraordinary within the legal definition because they are
15 not rare or current.

16 Rare does not describe cost increases in the
17 utility business generally. Specifically, Applicant's
18 evidence shows the following as to transmission:

19 Transmission is an ordinary and typical, not an abnormal and
20 significantly different part of Applicant's activities.

21 Also, Applicant's show that paying more for transmission than
22 in the previous year is a foreseeably recurring event, not an
23 unusual and infrequent event. Thus, items related to the
24 effects of transmission cost increases are not rare and
25 therefore are not extraordinary. This is still true and the

1 tracker request should again be denied.

2 Now, in KCP&L's direct testimony, it requested
3 that transmission expense be included in its Fuel Adjustment
4 Clause. In rebuttal, it added this request for a
5 transmission tracker. In surrebuttal, and I don't believe
6 Mr. Zobrist mentioned this during his opening, but in
7 surrebuttal, KCP&L added what appears to be a third request
8 and appears to be some sort of interim subject to refund rate
9 proposal based on forecasted transmission expense.

10 It describes this in its position statement,
11 which it filed in the case as follows: If SPP transmission
12 fees are not included in the FAC or afforded tracker
13 treatment, \$5 million of annual forecast Missouri
14 jurisdiction SPP transmission fees expense should be added to
15 the revenue requirement above the base amount of Missouri
16 jurisdictional SPP transmission fees. If the forecast amount
17 recognized in revenue requirement exceeds actual SPP
18 transmission fee expense during the period rates are in
19 effect, such amounts shall be credited to customers in a
20 subsequent rate case.

21 Now, that request should be denied for a
22 number of reasons, including the ones that we spoke about for
23 the tracker. I mentioned the witnesses which will be
24 appearing later. Staff will present the following witnesses:
25 Natelle Dietrich will be appearing regarding the regulatory

1 plan interpretation. Mr. Dana Eaves will be on the FAC
2 criteria and structure, Alan Bax will be presented regarding
3 the limited issue of voltage adjustment factors to be
4 included in FAC if one is granted, and then Karen Lyons will
5 be addressing the transmission tracker and transmission fees,
6 if you have any questions on those.

7 So with that, I would conclude and take any
8 questions you might have.

9 CHAIRMAN KENNEY: No questions, thank you.

10 COMMISSIONER STOLL: No questions, thank you.

11 COMMISSIONER KENNEY: No, thank you.

12 JUDGE BUSHMANN: Thanks. Opening by Public
13 Counsel.

14 MR. POSTON: May it please the Commission.
15 Our testimony evidence in this case provides the Commission
16 with three separate reasons to deny KCP&L's request for an
17 FAC. One, it violates the stipulation agreement that KCP&L
18 signed in 2005. Two, FAC fuel and purchase power costs do
19 not meet the criteria for approving an FAC. And KCP&L's FAC
20 request does not comply with the Commission's rules, and I'll
21 discuss these in order.

22 On the first point, we should not be
23 discussing FAC issues today. An FAC should never have been a
24 part of this case because KCP&L agreed not to request an FAC
25 before June 1st. Yet here we are spending significant time

1 and resources arguing against an FAC because KCP&L had a
2 recent change in how they claim to interpret the agreement.

3 I presented this slide in the first week and
4 it shows the sentence in question. We interpreted this
5 language as it was meant to be interpreted by the plain
6 language used. And the point I made on that first day is
7 that the term "seek to" has meaning. They're there for a
8 reason. The day of June 1 applies to the action of seeking,
9 not the action of utilizing. For one, the action of seeking
10 is the verb that comes after the date of June 1, which
11 suggests that the date refers to seeking, not utilizing.

12 To take KCP&L's interpretation is to take
13 "seek to" out of the sentence and this is a slide I presented
14 on the first week as well. If the parties meant to allow
15 KCP&L to seek an FAC before June 1, the words "seek to" would
16 be entirely unnecessary. The agreement would have simply
17 said KCP&L agrees prior to June 1, 2015, that it will not
18 utilize a rate adjustment mechanism.

19 The "seek to" refers to whatever action the
20 Company would need to take if and when SB179 became law.
21 Yesterday, Ms. Mantle testified her understanding is that the
22 words "seek to" were necessary because if the agreement used
23 the words "file" or "proposed," it would suggest a particular
24 procedure for filing for Commission approval was necessary.
25 But the procedure, should the bill become law, was not known

1 at the time. So for example, if the language of the
2 agreement had said KCP&L agrees that prior to June 1, 2015,
3 it will not propose a rate adjustment mechanism, that would
4 presuppose that a proposal or some other filing was required
5 before KCP&L could use a rate adjustment mechanism. "Seek
6 to" is used because it would apply to any action that would
7 be required by KCP&L to use a rate mechanism.

8 If all that was needed was a notice to the
9 Commission, the filing of that notice, it could be argued,
10 would not be covered by language prohibiting KCP&L for filing
11 for an FAC. If the language of the agreement had used the
12 word "propose," it would suggest that Commission approval was
13 necessary, which again was not known at the time. As it
14 turns out, thankfully, the procedure turned out to be a
15 filing that required Commission approval. Now we know what
16 we didn't know then, that the way the Company seeks to
17 utilize a rate mechanism is to file a request with the
18 Commission in a general rate case.

19 And if the Commission needs more support in
20 the plain meaning of the words used in the second sentence,
21 which confirms the meaning of the first sentence. The first
22 and second sentences work together to achieve the purposes --
23 the purpose of establishing a demarcation point, if you will,
24 that before June 1, they could propose an interim energy
25 charge, and after June 1, they can seek to use any mechanism

1 approved by SB179.

2 Yesterday during KCP&L's cross-examination of
3 Ms. Mantle, KCP&L tried to suggest that if they're not
4 allowed to request an FAC before June 1, there would be an
5 11-month period where they couldn't use any mechanism.
6 Please don't buy into that argument. If the Company had been
7 granted an IEC prior to June 1, that mechanism would have
8 simply continued in place after June 1.

9 Our interpretation does not assert that there
10 was some sort of dead zone where no mechanism could be used.
11 Our interpretation is supported by the Commission's Order
12 approving the agreement. As you can see, in the Commission
13 Order, it refers to the second sentence as to what the
14 Company can propose. And here, this is distinguishing
15 between the second sentence and the first sentence where in
16 the first sentence provides what the Company cannot propose.
17 So for a plain meaning of the language and from the give and
18 take between the first and second sentence, our
19 interpretation is supported by the language of the agreement
20 itself.

21 If these explanations are not compelling
22 enough, then hopefully the Company's own statements that
23 support our interpretation will help you decide this case.
24 This is language from Great Plain Energy in KCP&L's Form 8-K
25 filed with the SEC the day after the agreement was signed by

1 KCP&L and the other parties.

2 Here KCP&L has moved to seek action on the
3 side of the comma that includes the date, further suggesting
4 that June 1 date refer to the action "seeking," not
5 utilizing.

6 And if the Commission's still not convinced, I
7 ask you to look at the testimony of Mr. Tim Rush. This was
8 addressed by Mr. Keevil. This is from the 2012 rate case
9 where he refers to the agreement and testified under oath
10 that the Company agreed that it will not seek an FAC prior to
11 June 1st, 2015. There's certainly no ambiguity here. He
12 makes no mention or distinction between the word "utilize."
13 In fact, he doesn't even use that word at all.

14 Last slide on this issue that I'll show you is
15 from the Commission's Order issued last year when the
16 Commission rejected KCP&L's request for an AAO to track
17 transmission costs. And here the Commission's Order in
18 denying the application to defer transmission costs and the
19 Commission essentially states that the proper time and place
20 to seek a mechanism to track transmission costs was after
21 June 1, 2015, when the Commission held that KCP&L may seek an
22 FAC to include transmission costs in June of 2015.

23 We agree with the Commission in this that the
24 time and place to seek an SB179 or other rate mechanism is in
25 June of 2015. The place language of the sentence in

1 question, especially when considering in context with the
2 first and second sentence supports an order that denies their
3 request premature. And the statements made by the Company
4 and the Order issued by the Commission all support that
5 interpretation. And for these reasons, the FAC should be
6 denied.

7 This slide quotes from the Commission's FAC
8 Rule 20.090(2)(c) and some of the criteria, the rule requires
9 the Commission consider. You'll see I have highlighted the
10 word that the Commission will consider these. I think you
11 heard Mr. Zobrist's opening. I think he referred to it that
12 the Commission may consider these.

13 I think this rule is set up so these are
14 criteria that a Commission will consider whenever the
15 Commission considers an FAC. It will consider the magnitude
16 of the costs, the ability of the utility to manage the costs,
17 the volatility of the cost components, and not just the cost
18 but the components themselves must be volatile, and the
19 incentive provided to the utility by including each cost
20 component.

21 This last requirement to consider the
22 incentives suggest the Commission is concerned that an FAC or
23 other rate mechanism could act as a disincentive to control
24 costs, and therefore each cost component must be analyzed for
25 the impact on Company's incentives to control costs. This

1 slide expands on the first three of these concepts in
2 language used by the Commission. Substantial enough to have
3 a material impact upon revenue requirement and the financial
4 performance of the business between rate cases.

5 Beyond the control management where utility
6 management has little influence over experienced revenue or
7 cost levels and volatile and amount causing significant
8 swings in income and cash flows if not tracked. The evidence
9 in this case will show that criteria have not been met.

10 This is additional criteria that Public
11 Counsel has proposed that the Commission consider to insert a
12 consideration that weighs the possible harms that can happen
13 to consumers and their interest because the other criteria
14 seem to be more addressed towards impacts on the company.

15 The evidence will also show that -- this is
16 taken from KCP&L Web site. The evidence will show I've
17 adjusted a little bit with -- those boxes on the right, those
18 are my additions. So evidence will show that 97 percent of
19 KCP&L's generation mix comes from coal and nuclear. Where
20 the Company has a plan in place whereby the Company enters
21 into term contracts that ensure levels of price stability.
22 KCP&L argues about the volatility of gas and oil, but those
23 fuel sources only account for less than 1 percent of KCP&L's
24 mix. So that's a very misleading argument.

25 The evidence will also show that KCP&L's coal

1 cost will not cause significant swings in income or cash
2 flows if not tracked and that coal prices have been steady.

3 These are additional criteria proposed by
4 Ms. Mantle if the Commission were to prove an FAC. These are
5 to ensure -- oh, I'm sorry. I'm on the wrong side.

6 Okay. If the Commission determines that it
7 will grant KCP&L an FAC, we ask that you make certain
8 modifications for the proposal and provide some protection
9 for customers, and those include an incentive to control
10 costs through a 50/50 sharing mechanism. Costs and revenues
11 to be included should be specifically approved by the
12 Commission by accounts and subaccount. And no changes in tax
13 or cost revenue between rate cases.

14 And this is important, if you look, there's a
15 schedule attached to Ms. Lena's direct testimony, I believe
16 it's Schedule 2, it lists the descriptions the Company has
17 provided for the different costs and revenues it seeks to
18 include. And I challenge the Commission to look at those and
19 try to understand if you can look at that and understand
20 exactly what's in there. Ms. Mantle's been doing this for a
21 long time and she can't understand what's in there just from
22 the Company's descriptions that's used and we think that's an
23 issue.

24 And so that increases the importance of these
25 last two issues, that's specific cost and revenue should be

1 approved and they should not be allowed to be changed. And
2 the last modification, these were recommended by Mr. Jim
3 Dauphinais. His testimony says all wholesale transmission
4 expenses and revenues not associated with the transportation
5 of fuel or purchase power should be removed from any FAC.

6 The SPP administration charges, NERC fees and
7 FERC fees should also be removed and he's also identified
8 some proforma adjustments that should be denied as well. And
9 I urge you to ask him questions on those. He will take the
10 stand today.

11 That's all I have. If you have any question,
12 I'll be happy to answer.

13 CHAIRMAN KENNEY: No questions, thank you.

14 COMMISSIONER STOLL: No questions, thank you.

15 COMMISSIONER KENNEY: No questions.

16 COMMISSIONER HALL: Good morning.

17 MR. POSTON: Morning.

18 COMMISSIONER HALL: What would OPC's position
19 be if the Company had filed its rate case without the request
20 for an FAC and amended its application June 2nd.

21 MR. POSTON: Filed it when? Like filed it --

22 COMMISSIONER HALL: Filed it whenever they
23 filed it prior to June 1.

24 MR. POSTON: Well, they filed in October of
25 2014. So if they had just amended it this month?

1 COMMISSIONER HALL: Putting aside the
2 procedural issues that would entail from amending it so late
3 in the process, but from a contractual interpretation, would
4 that have been --

5 MR. POSTON: If you remove all procedural
6 issues, you know, with us getting hit with this without an
7 opportunity to respond, yeah, if they filed it after June
8 1st, it would have not violated the agreement.

9 COMMISSIONER HALL: No, no.

10 MR. POSTON: They requested it.

11 COMMISSIONER HALL: So it would not have been
12 a violation of the -- of the 2005 agreement for the Company
13 to have amended its application June 2nd and sought an FAC?

14 MR. POSTON: I don't believe it would be a
15 violation for them to seek it at that point.

16 COMMISSIONER HALL: Okay. And second question
17 is: I understand OPC's argument that -- that it views that
18 you view the Company's position as eliminating or ignoring
19 the "seek to" of that provision. And we talked about this a
20 little bit, I think, at the beginning of the case. I don't
21 understand why your position doesn't eliminate or ignore "to
22 utilize."

23 MR. POSTON: Well, I don't think I have a
24 different answer than what I gave you before, was that there
25 needed to be some description of what they were seeking to

1 do.

2 COMMISSIONER HALL: Well, I mean, isn't your
3 position that the proper way to read that is it will not seek
4 any mechanism? You don't need to utilize. It will not seek
5 any mechanism authorized in current legislation, dot, dot,
6 dot.

7 MR. POSTON: I think it just makes it more
8 clear.

9 COMMISSIONER HALL: Are you saying it's
10 surpl usage?

11 MR. POSTON: No, I'm saying that the mechanism
12 would be something that they would be using a mechanism.
13 They wouldn't just be seeking a mechanism. They're seeking
14 to use it to adjust their rates.

15 COMMISSIONER HALL: It seems to me that you're
16 arguing that they are seeking a mechanism in violation of the
17 agreement. They're not trying to -- they're not seeking to
18 utilize. They're seeking a mechanism.

19 MR. POSTON: Seeking to -- I'm not seeing the
20 distinction that you're making because I think that the --
21 like I said, I think those words both needed to be in there
22 to explain what it was that they would be seeking to do, and
23 that's what mechanisms are -- those mechanisms are utilized
24 by the Company, so that's why the language was necessary.

25 COMMISSIONER HALL: Okay. Thank you.

1 JUDGE BUSHMANN: Questions? Thank you.

2 Opening by MIEC.

3 MR. DOWNEY: Good morning. May it please the
4 Commission. Edward Downey on behalf of the MIEC.

5 The MIEC has taken very few positions in this
6 case, even on this issue, but we have taken -- we have taken
7 a number of positions. First of all, Kansas City Power &
8 Light is prohibited from obtaining an FAC since they sought
9 the FAC prior to June 1, and I would simply refer you to the
10 joint motion to strike that the MIEC and OPC filed. I think
11 we've kind of beaten this issue to death.

12 If Kansas City Power & Light is afforded an
13 FAC, it should not be allowed to surcharge all transmission
14 costs, and you'll find support for that in testimony from
15 Mr. Dauphinais. If Kansas City Power & Light is afforded an
16 FAC, it should not be allowed to surcharge its SPP
17 administrative costs and certain NERC and FERC fees. You'll
18 find support for that position in the testimony of
19 Mr. Dauphinais.

20 These positions are entirely consistent with
21 recent decisions of this Commission, and I'd refer you to
22 your Reports and Orders in ER-2014-0258 Ameren, ER-2014-0351
23 Empire Electric, and ER-2010-0356, which is GMO.

24 Furthermore, the Commission should not grant
25 Kansas City Power & Light a transmission cost tracker. As

1 you know from my general opening, the MIEC opposes trackers
2 at single-issue rate-making, but in addition, we oppose this
3 tracker because we believe these costs are not volatile and
4 we find support for that position in the testimony of
5 Mr. Dauphinais.

6 No Missouri investor-owned electric utility
7 has a transmission cost tracker. No Missouri investor-owned
8 electric utility has an FAC allowing it to surcharge all of
9 its transmission costs. You've been very clear in your
10 recent decisions on that. And no Missouri investor-owned
11 electric utility has an FAC allowing it to surcharge RTO
12 administrative costs.

13 That's really all I have. Any questions?

14 CHAIRMAN KENNEY: No questions, Mr. Downey.

15 Thank you.

16 COMMISSIONER STOLL: No questions, thank you.

17 COMMISSIONER KENNEY: No, thank you.

18 COMMISSIONER HALL: I have a question. Were
19 you at the table negotiating the agreement or was anybody
20 from your Association?

21 MR. DOWNEY: As far as I know, no, we were
22 not. I certainly was not.

23 COMMISSIONER HALL. Okay. Thank you.

24 THE COURT: Thank you. MEGG.

25 MR. WOODSMALL: Good morning. David Woodsmall

1 on behalf of Midwest Energy Consumers Group. Yesterday I
2 addressed whether KCP&L is allowed to seek an FAC in this
3 case, whether it violates the regulatory plan. I agree with
4 Staff and OPC and MIEC's comments in this regard, especially
5 applaud Staff for finding the KCP&L in which KCP&L has
6 acknowledged the very position advanced by the consumers
7 here. So I'm not going to burden this with -- the record
8 with any additional argument in this regard.

9 Instead, in the event that the Commission
10 finds that KCP&L is not violating the regulatory plan, then
11 the Commission must consider when KCP&L's fuel adjustment
12 clause meets the Commission's stated criteria for considering
13 the fuel adjustment clause. In this regard, MECG has
14 retained the services of Michael Brosch. He is widely
15 considered to be an expert in these matters with over 40
16 years of regulatory experience.

17 Now, it's important to realize before the
18 Commission promulgated its rules setting forth the criteria,
19 they considered Ameren's fuel adjustment clause request in
20 2007. And in that case, Mr. Brosch presented criteria and
21 the Commission expressly adopted his criteria. Not only
22 there, but later when they promulgated their rules. And you
23 can see here is a language from that Ameren decision. So I
24 ask you who better to provide you evidence on whether KCP&L's
25 proposed fuel adjustment clause meets the criteria than the

1 person that established those criteria in the first place.

2 And here you see the Commission's FAC rule in
3 which they adopt -- they promulgate, memorialize into the
4 rule the criteria expressed by Mr. Brosch in that Ameren case
5 and adopted by the Commission in that Ameren case. So given
6 the criteria, Mr. Brosch goes through and an important aspect
7 of the Commission's rule is that the Commission states here
8 that the criteria will -- should apply to the consideration
9 of each individual cost component. You don't apply the
10 criteria to the FAC request in general, but you apply it to
11 the inclusion of the cost component.

12 Given that, Mr. Brosch went through and
13 applied his criteria. And I think I'm the only one talking
14 about this this morning and providing --

15 MR. DOWNEY: David, that's marked HC.

16 MR. WOODSMALL: Thank you for telling me.
17 Will you turn away from -- I won't talk about it if -- was
18 that being broadcast in the courtroom --

19 COMMISSIONER RUPP: No, you're fine.

20 MR. KEEVIL: I assume someone's watching.

21 JUDGE BUSHMANN: Okay. Right now it's not
22 streaming.

23 MR. WOODSMALL: I won't mention what it is.
24 So Mr. Brosch goes through and he applies the individual
25 criteria to various aspects of KCP&L's fuel adjustment

1 clause. Mr. Brosch recognizes that KCP&L generates
2 approximately 78 percent of its energy through coal costs.

3 So the first thing you probably want to look
4 at is how do the criteria apply to coal? And you see here,
5 KCP&L's monthly delivered price of coal. You don't see
6 volatility. So one has to question why do they need the fuel
7 adjustment clause.

8 Furthermore, KCP&L uses a laddered system of
9 coal contracts. It will have coal contracts for this year
10 and then another set of coal contracts starting next year and
11 another set after that. Altogether, 95 percent of KCP&L's
12 coal requirements are already under contract. So KCP&L has
13 very, very little exposure to a month-to-month change in coal
14 prices. In fact, Mr. Brosch demonstrates that a 10 percent
15 increase in coal prices would only result in a .15 percent
16 change in KCP&L's actual coal costs. As such, Mr. Brosch
17 concludes that coal costs does not meet the Commission's fuel
18 adjustment clause criteria.

19 Next at pages 27 through 30, Mr. Brosch
20 applies the Commission's criteria to KCP&L's use of nuclear
21 fuel. As he demonstrates, for the past -- as demonstrated
22 here, for the past three years, nuclear fuel costs have been
23 very stable. And you can see that here. In fact, 2014
24 nuclear fuel costs are expected to be about 3 percent less
25 than the nuclear fuel costs in 2012. Given that these costs

1 are not material and not volatile, KCP&L's request to
2 implement a fuel adjustment clause to track nuclear costs is
3 misplaced.

4 Next he addresses gas costs at pages 30 to 35
5 of his testimony. As Mr. Brosch points out and as others
6 have said before me, KCP&L relies on natural gas and fuel oil
7 to generate less than 1 percent of its electricity. So KCP&L
8 doesn't have any exposure to gas and fuel oil. And while
9 natural gas showed some volatility ten years ago, those
10 prices now are very stable. So given the limited volatility
11 in natural gas prices and its minimal reliance on natural
12 gas, Mr. Brosch concludes that a fuel adjustment clause is
13 inappropriate.

14 And I know this slide is highly confidential,
15 so I won't mention anything specifically, but Mr. Brosch then
16 turns to apply his criteria to KCP&L's request to include
17 off-system sales in the fuel adjustment clause. And here
18 things get a little different. Mr. Brosch readily admits
19 that KCP&L is becoming increasingly reliant on wholesale
20 margins and you can see that here.

21 Moreover in the recent past, off-system sales
22 margins have demonstrated some volatility. Given this,
23 Mr. Brosch concludes that if the Commissions were to
24 implement any sort of fuel adjustment clause, that clause
25 should be limited solely to off-system sales margins. Such a

1 limited use of fuel adjustment clause is consistent with the
2 Commission's criteria and would protect KCP&L's shareholders
3 from sudden volatility in a sudden decrease in margins. I
4 don't have any other HC.

5 So it is important to recognize Mr. Brosch's
6 conclusions regarding the application of the Commission's
7 criteria to KCP&L's proposed fuel adjustment clause.

8 Those conclusions are virtually identical to those advanced
9 by Staff through the testimony of Mr. Eaves as well as Public
10 Counsel through the testimony of Ms. Mantle.

11 Like Mr. Brosch, these individuals have
12 significant experience with regulation and the development
13 and design of fuel adjustment clauses. Given the uniformity
14 of these positions, MEEG urges the Commission to reject
15 KCP&L's proposed FAC and if it does desire to implement one,
16 only allow it for off-system sales.

17 In the event that the Commission finds that
18 KCP&L's request for a fuel adjustment clause is not
19 prohibited by the regulatory plan and if it finds KCP&L's
20 fuel adjustment clause meets the criteria for a fuel
21 adjustment clause, then the Commission has 16 other issues
22 that it must address. Among these is whether KCP&L should be
23 allowed to include transmission costs in its FAC.

24 And there are two important provisions to look
25 at here. First is the statute. In the statute, as you well

1 know, the Commission is limited to including costs to the
2 extent they're related to fuel and purchase power costs. So
3 then in the recent Ameren decision, the Commission said,
4 yeah, we'll allow some transmission costs but only to the
5 extent they are associated with purchase power and off-system
6 sales.

7 What the Commission didn't allow there were
8 any transmission costs associated with transmitting electric
9 for the purposes of serving native load. The Commission
10 repeated this in its recent Empire decision. In this case,
11 MECG encourages the Commission to make a similar finding with
12 respect to KCP&L's request to include transmission costs in
13 the fuel adjustment clause. As such, MECG urges the
14 Commission to adopt the recommendations and numbers contained
15 in the testimony of MIEC witness Dauphinais.

16 Now, I had -- you heard me in my questioning
17 of KCP&L's chief operating officer yesterday that MECG
18 believes that there's a fundamental problem with GMO's bills.
19 Specifically these bills provide no indication to GMO
20 customers that they are actually served by GMO. And I'm
21 going to show you some examples. There is no indication on
22 GMO bills who their -- who their service provider is.
23 Recognizing that it has been over seven years since the
24 Aquila merger, there's been a large turnover in customer
25 base, and most of these GMO customers have no idea who Aquila

1 is or that their current company is the successor entity
2 known as GMO.

3 Because customers do not know that they are
4 served by GMO they cannot find their proper tariffs, their
5 proper rates, and they certainly can't individually calculate
6 these bills. One of the primary customer protection
7 provisions in the Public Service Commission Act is the
8 communication of tariffs. I ask you what is the purpose of
9 publishing tariffs if the customer can't even find the
10 tariff?

11 This customer protection provision is
12 essentially eliminated when customers don't know who their
13 provider is. This issue has been associated with the fuel
14 adjustment clause in this case because the existence of the
15 fuel adjustment clause for GMO is one of the only
16 distinctions by which you can tell the difference in your
17 service provider.

18 I'm going to show you a couple bills. As you
19 can see here, the upper left-hand corner, you see the KCP&L
20 logo. You see information regarding the total bill, and then
21 on the next page, you see the breakdown of that bill. And
22 I've blocked out the customer's specific information there,
23 but I defy you to tell me given this bill whether this is a
24 KCP&L customer or a GMO customer. And these are examples
25 that are contained in the back of Mr. Brosch's direct

1 testimony.

2 I can tell you that this is a GMO customer and
3 the way I can tell you it's a GMO customer is because you can
4 see here, there's a reference to the fuel adjustment clause.
5 But there's no other distinction by which to tell that this
6 is a GMO customer and we're still -- there's no way for this
7 customer to know if he's an MPS customer or an L&P.

8 Now, KCP&L would point to one little thing
9 that distinguishes it for them. They refer to this little
10 number here. They call it a rate code. Customers don't know
11 what that is. Customers -- the only way for customers to
12 know what that means is to go to the tariff. And as I've
13 said before, if you go to KCP&L's Web site and you see a
14 reference to Greater Missouri Operations, why would you even
15 look at that if you think your prior is KCP&L? You would
16 never even -- you would think that applies to someone else.

17 So my argument here is if you grant KCP&L a
18 fuel adjustment clause and you take away the only point of
19 distinction in the bills between KCP&L and GMO, you have to
20 require KCP&L, or more appropriately GMO, to differentiate
21 their bill and allow customers to know who their provider is.

22 The final issue that I want to address is
23 associated with the implementation of a fuel adjustment
24 clause is the recognition of line losses. This is an issue
25 in this case as one of the 16 that you'll have to decide if

1 you grant KCP&L a FAC. KCP&L suffers line losses at every
2 stage of voltage reduction. Therefore when voltage is
3 stepped down at the substation from transmission levels to
4 substation levels, there is an increased line loss.
5 Similarly, when voltage is stepped down at the transformer,
6 there is another line loss. Finally, when the electricity
7 passes down the distribution line, there's another line loss.

8 Line losses are real and line losses range
9 from 1.57 percent for customers served at transmission levels
10 to 6.13 percent for customers served at voltage -- secondary
11 voltage levels. While KCP&L's tariffs recognize these cost
12 differences, KCP&L in its FAC does not want to recognize this
13 cost difference.

14 As indicated, the line losses have been
15 calculated. They're known and they're readily available.
16 Nevertheless for unexplained reasons, KCP&L only wants to
17 recognize two line loss levels for purposes of billing the
18 fuel adjustment clause. In its testimony, Mr. Brubaker asked
19 that the Commission require KCP&L to recognize all four
20 voltage levels in the associated line losses.

21 Finally, I should address one final issue. It
22 is apparent from its opening statement that KCP&L wants to
23 shoehorn as many costs as possible into its proposed FAC.
24 The customers warned the Commission about this. KCP&L wants
25 to include hedging costs, transmission costs and

1 administrative costs. We're still -- there are costs that
2 KCP&L wants to include that it has not yet even identified.
3 They don't want to tell you what they are, they'll just add
4 them as they see fit along the way. Again, KCP&L has not
5 even identified these costs yet.

6 Like OPC, MECG thinks that this request is
7 truly offensive. Section 386.266 requires that any
8 modification to a fuel adjustment clause be addressed in a
9 rate case. Certainly the addition of the cost component to a
10 fuel adjustment clause is a modification. As such, KCP&L
11 should not be allowed to unilaterally add costs to the FAC as
12 it deems appropriate. Rather, they should do that in the
13 context of a rate case.

14 Therefore. MECG supports OPC's request and
15 more specifically that contained in Ms. Mantle's testimony
16 that all costs be included and identified and defined in the
17 FAC today.

18 That was all the prepared statements I had.
19 I'd just like to add one comment in a response to a question
20 that you asked Mr. Poston about whether KCP&L, if they filed
21 a case, could be able to amend it on June 2nd. And I think
22 there's an important issue that's forgotten in that question.
23 In order to implement a fuel adjustment clause, you have to
24 file a tariff. And so for them to amend their case on
25 June 2nd, it would take a new tariff filing. Therefore, it

1 would start the whole clock again. So there's a doctrine out
2 there regarding pancaking of rates and in Missouri, you can't
3 simply just file a new tariff in the middle of a currently
4 pending case. So to amend the case on June 2nd would require
5 a tariff change. So I don't think it is procedurally as
6 practical as your question may suggest.

7 I'm available for any questions you may have.

8 JUDGE BUSHMANN: Questions?

9 CHAIRMAN KENNEY: I have no questions. Thank
10 you.

11 COMMISSIONER STOLL: No questions, thank you.

12 COMMISSIONER KENNEY: I have one question.
13 Just quickly on the billing, are you suggesting that KCP&L
14 say GMO?

15 MR. WOODSMALL: KCP&L GMO and even better
16 would be some specification as to whether it's MPS or L&P
17 because it's separate sets of rates.

18 COMMISSIONER KENNEY: Does KCP&L have just one
19 billing center.

20 MR. WOODSMALL: I don't know. I'm sure they
21 only have one billing system, but I don't know the extent of
22 it.

23 COMMISSIONER KENNEY: Your witness didn't
24 calculate what that would cost or anything?

25 MR. WOODSMALL: No. There are differences --

1 as you can see, there are differences between the bills, so
2 the billing system can obviously handle certain changes.
3 KCP&L has refused to make these changes because, as they tell
4 us, we want our customers to know this is KCP&L. You look at
5 they're trucks, you look at everything. Their e-mail
6 address, kcpl.com. They don't want customers to know who GMO
7 is.

8 COMMISSIONER KENNEY: I will tell you I've
9 been a GMO customer, Aquila customer, and I had to ask my
10 staff to look up and see whether I was KCP&L or GMO.

11 MR. WOODSMALL: And it's a real problem. I
12 have customers -- Walmart, customers like that, Price Chopper
13 that have facilities both in KCP&L and GMO. And for
14 instance, Price Chopper, they had no clue that there was a
15 difference. They had no clue that this case was only
16 affecting certain of their facilities but not others. So it
17 is a real problem.

18 COMMISSIONER KENNEY: Well, the reason I
19 checked into it is because when we had the public hearings,
20 there were no public hearings in my -- you know, the cities
21 of Lee's Summit and Blue Springs.

22 MR. WOODSMALL: Confusing, yes.

23 COMMISSIONER KENNEY: So I understand. Thank
24 you.

25 MR. WOODSMALL: Thank you.

1 COMMISSIONER HALL: Good morning.

2 MR. WOODSMALL: Good morning.

3 COMMISSIONER HALL: You're arguing that
4 certain components of -- of KCP&L's energy costs are not
5 volatile and therefore should not be included in an FAC. My
6 question is: If we were to include components of KCP&L's
7 energy costs in their FAC that you don't believe are volatile
8 or that factually are not volatile, what is the financial
9 harm to consumers or is there a financial harm?

10 MR. WOODSMALL: The financial -- the word
11 "financial harm" is more of a fallout, I would say. The harm
12 is that every cost that you put into an FAC, the incentive to
13 minimize that cost is reduced or potentially eliminated. So
14 the more costs you put in there, the less incentive the
15 Company has to manage those costs and the harm would be a
16 fallout from that in that without the focus to minimize that
17 cost, those costs would presumably go up. So the financial
18 harm is -- is a symptom of the lack of incentive to minimize
19 costs.

20 COMMISSIONER HALL: Okay. Thank you.

21 MR. WOODSMALL: Thank you.

22 JUDGE BUSHMANN: Thank you. It seems like a
23 good time to take a short break. We'll be in recess until 10
24 o'clock.

25 (A break was held.)

1 JUDGE BUSHMANN: Back on the record. Ready
2 for first witness from KCP&L.

3 MR. ZOBRI ST: Kansas City Power & Light calls
4 William Edward Blunk to the stand.

5 JUDGE BUSHMANN: And you're already under
6 oath.

7 MR. ZOBRI ST: Judge, we've already asked the
8 preliminary questions, so at this time, I would offer Blunk
9 Exhibit 103 direct and in both NP and HC versions as well as
10 Blunk Exhibit 109 [sic] rebuttal and also NP and HC versions
11 and tender the witness for cross-examination.

12 JUDGE BUSHMANN: Is rebuttal Exhibit 104?

13 MR. ZOBRI ST: Yes, sorry. 103 and 104.

14 JUDGE BUSHMANN: Any objections?

15 MR. KEEVIL: I notice Mr. Woodsmall doesn't
16 appear to be here. I don't know where he went.

17 JUDGE BUSHMANN: I don't either. I think I
18 saw him in the lobby. So Exhibits 103 and 104 are received
19 into the record of the hearing.

20 (KCPL Exhibits 103 and 104 were received into
21 evidence by Judge Bushmann.)

22 JUDGE BUSHMANN: And first cross-examination
23 would be MIEC.

24 MR. DOWNEY: No questions.

25 JUDGE BUSHMANN: MIEC.

1 MR. WOODSMALL: No questions.

2 JUDGE BUSHMANN: Public Counsel.

3 MR. POSTON: Yes, thank you.

4 Good morning, Mr. Blunk.

5 MR. ZOBRI ST: Judge, pardon me for
6 interrupting, I forgot to ask the witness about two
7 corrections because it may bear on cross-examination.

8 JUDGE BUSHMANN: Okay.

9 DIRECT EXAMINATION

10 QUESTIONS BY MR. ZOBRI ST:

11 Q. Mr. Blunk, I apologize. Did you have a couple
12 of corrections to your rebuttal testimony?

13 A. I do. I have a couple of corrections. On
14 page 9 at line 20, where it reads prepared in September of
15 2014 at page 22, line. That should have the number 13 after
16 the word "line."

17 And then on page 14, it's actually one
18 correction, but I have to change multiple words because it's
19 referring to a date that I use multiple times. It's on
20 page 14 at line 16, the word "on" should be "in." On line
21 17, the number 16 and the comma should be stricken, and on
22 line 21, the phrase before the Iatan natural line was
23 energized on April 16 should be stricken.

24 And on page 15 at line 1, the phrase "after
25 the line was energized" should be replaced with "for the

1 second half of April."

2 **Q. Do you have any further corrections?**

3 A. No.

4 MR. ZOBRI ST: And with those corrections,
5 Judge, I would then reoffer Exhibit 104 or at least those ask
6 corrections be reflected be in the record.

7 JUDGE BUSHMANN: I will receive those exhibits
8 by those corrections.

9 MR. ZOBRI ST: Thank you.

10 JUDGE BUSHMANN: You may proceed.

11 CROSS-EXAMINATION

12 QUESTIONS BY MR. POSTON:

13 **Q. You are KCP&L's generation planning manager;**
14 **is that correct?**

15 A. Yes.

16 **Q. And it's your job to develop and implement**
17 **fuel for energy market risk management strategies?**

18 A. Yes.

19 **Q. And it looks like you've been doing this for**
20 **quite a long time, since 1984?**

21 A. For a long time, yes.

22 **Q. So you have over 30 years of experience in**
23 **managing KCP&L's fuel inventory?**

24 A. Yes.

25 **Q. Or fuel planning, I'm sorry.**

1 A. Yes.

2 Q. Do you consider yourself an expert in risk
3 management and hedging?

4 A. Yes.

5 Q. And you consider yourself good at what you do?

6 A. I hope so.

7 Q. In your testimony, you state that earlier this
8 year, you were certified as an energy risk professional by
9 the Global Association of Risk Professionals; is that
10 correct?

11 A. Yes.

12 Q. And can you explain what that is?

13 A. What that is, it is a certification, probably
14 not to the same levels as a CPA. It is comparable in that it
15 is focused on how to manage risk. It deals with energy
16 markets on a global basis. So it covered, one, it required a
17 level of experience. I had to have so many years of
18 experience. I had to take certain testing to meet that. It
19 covered a variety of testing on energy globally.

20 Q. And did it entail any additional training
21 on fuel hedging and risk management?

22 A. There were things that I learned as I prepared
23 for the exams, yes.

24 Q. And do you believe those additional things
25 that you learned will help you in your job?

1 A. Yes.

2 Q. Do you agree that a significant part of your
3 job involves implementing strategies to keep your fuel costs
4 low?

5 A. Yes.

6 Q. One example would be fuel inventory, or KCP&L
7 has a strategy for using inventory for unexpected increases
8 in demand; is that correct?

9 A. Yes.

10 Q. Would you agree that that strategy helps KCP&L
11 control fuel costs?

12 A. Inventory per se doesn't help control the fuel
13 costs. It helps manage the risks of delivery versus the
14 risks of consumption. Its impact on fuel cost is more that
15 it creates an expense lag. Because we expense things through
16 accrual accounting, it slows down what you see as an expense
17 as opposed to actual cash flow.

18 Q. Would you agree that the way KCP&L works to
19 control fuel costs for coal is a strategy of laddering into a
20 portfolio of coal contracts?

21 A. Yes.

22 Q. And can you explain what laddering, what that
23 means?

24 A. What that amounts to when we ladder into
25 contracts, we look out over about four years and simple math,

1 it's not always quite this simple, it's like we would do 25
2 percent a year, so we do a four-year contract and do 25
3 percent year one, 25 percent year two, year three and year
4 four and as you go through time, those tend to roll off. And
5 what it does is it helps -- it helps deal with spreading the
6 cost of coal over that time so you don't see it quite so
7 bumpy.

8 **Q. And are you involved in the decision-making on**
9 **when to enter into one of those contracts and the amount of**
10 **fuel purchased by those contracts?**

11 A. That depends on the level of the contract.

12 **Q. Okay. Would you agree that the terms of these**
13 **contracts can vary from one to the next in terms of price and**
14 **volume?**

15 A. They do.

16 **Q. So some contract terms are better for the**
17 **Company than others?**

18 A. What do you mean by "better?"

19 **Q. Better price.**

20 A. Yes.

21 **Q. Would you agree that KCP&L has a financial**
22 **incentive to enter into contracts that reduce the risk of**
23 **increases in fuel costs?**

24 A. Yes.

25 **Q. You're a management-level employee; is that**

1 **correct?**

2 A. Yes.

3 **Q. How many people do you manage?**

4 A. Currently, I'm more like a free agent in the
5 company, so I have a variety of people. While they don't
6 directly report to me, they work with me or for me in some
7 manner.

8 **Q. Okay. Approximately how many people?**

9 A. I interact with about everybody on our floor.
10 That's a significant number of people.

11 **Q. And do all people on the floor, are they all
12 involved in fuel purchasing and strategy?**

13 A. The people I work with, I interact with our
14 energy accounting department and most individuals on that. I
15 interact with many of the people that work for Mr. Crawford.
16 He's got, I don't know, about eight people or 12 people that
17 work for him. I work in our own department, which includes
18 the folks focused on power and then also in the fuels group.

19 **Q. As a manager-level employee, do you
20 participate in one of KCP&L's two short-term annual incentive
21 compensation plans?**

22 A. I am part of our regular compensation plan.

23 **Q. So there's a value link plan for
24 management-level employees and an annual executive plan for
25 senior executive?**

1 A. I am part of the value link program.

2 Q. **And does your plan have target benchmarks that**
3 **you must achieve to get compensated under the plan?**

4 A. Yes.

5 Q. **And what are your benchmarks?**

6 A. I don't remember.

7 Q. **What would a benchmark typically be then? Can**
8 **you give me an example of what a benchmark someone would have**
9 **to achieve?**

10 A. Well, those benchmarks for value link are not
11 necessarily personal benchmarks, they are corporate
12 benchmarks are sometimes departmental.

13 Q. **So is the cash payout that someone gets under**
14 **the plan, is it based on financial metrics of earnings per**
15 **share?**

16 A. I think that's a threshold that if it doesn't
17 meet that level, then there's no funding for the whole
18 program.

19 Q. **Would you agree that the purpose of the**
20 **incentive compensation plan is to encourage KCP&L's employees**
21 **to perform well in their jobs?**

22 A. Yes.

23 Q. **And do you think it's a set of compensation**
24 **plans such as KCP&L's is good for a company because it**
25 **encourages good job performance?**

1 A. Yes, if they're well designed.

2 Q. If KCP&L were to eliminate its incentive
3 compensation plan, do you think that would encourage KCP&L
4 management employees to continue working towards their target
5 benchmarks?

6 A. If they discontinued it, the incentive that it
7 offers would stop, so...

8 Q. Would you agree that the cash incentives
9 provided by the plan help the Company's overall financial
10 performance?

11 A. That, I don't know how effective the program's
12 been in that regard.

13 Q. Turning back to coal price hedging, you
14 testify that KCP&L's strategies have helped KCP&L avoid much
15 of the coal market volatility; is that correct?

16 A. Yes.

17 Q. Would you agree that these strategies in turn
18 help KCP&L's financial performance?

19 A. Yes.

20 Q. As a result of your hedging strategies, you've
21 testified that KCP&L's weighted average mine price for Potter
22 River Basin coal is less than the CME clear point average for
23 all settlement dates for the year before delivery; is that
24 correct?

25 A. Yes.

1 Q. So your hedging strategies here are proven to
2 be successful?

3 A. I think so.

4 Q. Would you agree that KCP&L has a financial
5 incentive to continue implementing hedging strategies?

6 A. Yes.

7 Q. Could you please turn to your schedule WEB-5
8 from your, I think it's rebuttal. Direct testimony. I'm
9 sorry.

10 A. The natural gas versus coal price schedule?

11 Q. Yes. And I'll hold it up here. So this is
12 showing over a period of 2001 to almost 2011; is that
13 correct?

14 A. Yes.

15 Q. And so the more erratic line on top is natural
16 gas prices; is that correct?

17 A. Yes.

18 Q. And then this more steady line down here at
19 the bottom is coal prices; is that correct?

20 A. Steady in relative terms, yes.

21 Q. And so which -- what percentage of your fuel
22 mix is represented by the more erratic line?

23 A. Well, natural gas represents a low percentage
24 of KCP&L's fuel consumption.

25 Q. What percentage would that be?

1 A. Just a few percent, 2 or 3 percent maybe.

2 Q. Okay. Did you see the slide I put up earlier
3 from KCP&L's Web site where it shows 1 percent is natural
4 gas?

5 A. The mix slide, yes, I did.

6 Q. Okay. Is that not correct?

7 A. No, you probably had better numbers than I'm
8 remembering.

9 Q. And so this more steady line that represents
10 the coal, what percentage of your generation mix is
11 represented there?

12 A. That's going to be about 75 percent.

13 Q. Okay. On the chart I showed, that showed an
14 85 percent mix. Would that be a better number?

15 A. I'll take that, yes.

16 MR. POSTON: Thank you. That's all I have.

17 THE COURT: Cross by Staff.

18 MR. KEEVIL: Just a little bit, Judge.

19 CROSS-EXAMINATION

20 QUESTIONS BY MR. KEEVIL:

21 Q. Good morning, Mr. Blunk.

22 A. Good morning.

23 Q. I believe you stated in response to one of
24 Mr. Poston's questions you believe that KCP&L's hedging
25 program is effective, or has been effective. Did I

1 understand that correctly?

2 A. Yes.

3 Q. If you could turn to page -- it's in your
4 rebuttal testimony, page 34. There's a question on line 17
5 and then the answer begins on line 20. I don't believe this
6 is confidential. Your answer there states cross-hedges are
7 the best means for hedging power purchases or sales. If the
8 costs of cross-hedging are excluded from the FAC, the Company
9 will not hedge power purchases or sales for the benefit of
10 its customers. Did I read that correctly, sir?

11 A. That's true.

12 Q. Okay. And then I'm trying to distinguish
13 here, or I guess find out if you believe there is a
14 distinction, between hedging and cross-hedging?

15 A. It's more a matter of semantics, if you will.
16 What cross-hedging amounts to is purchase power and power
17 sales. There is not a good market for electricity hedging
18 instruments. So what we will do is since the price for
19 electricity is largely set by the price of natural gas, we'll
20 use the natural gas futures contract or call or put to cross,
21 meaning it has a strong relationship, but it's not exactly
22 the same, to hedge that price movement. Since they move in
23 tandem, we can do that and it does very well.

24 A regular hedge or vanilla hedge is one that
25 like natural gas, we can actually hedge natural gas with

1 natural gas instruments because there's a liquid market for
2 natural gas.

3 **Q. Okay. Would you agree, sir, that in the past,**
4 **Staff has raised some concerns, and we won't go into what the**
5 **concerns were, but Staff has raised some concerns with the**
6 **practice of cross-hedging. Is that accurate?**

7 A. Yes. In some GMO proceedings, we discussed
8 that issue and the issue of cross-hedging.

9 **Q. Right. Then if I turn to your company's**
10 **statement of position on this hedging in the fuel adjustment**
11 **clause issue, which I believe is oh, my, Roman II(d), looks**
12 **like six. The question should all realize gains and losses**
13 **from KCP&L's hedging and/or cross-hedging practices be**
14 **included in the FAC? And the KCP&L position there is stated**
15 **as yes, if not, KCP&L will cease hedging activities. Is that**
16 **your understanding of KCP&L's position?**

17 A. Yes.

18 **Q. Okay. Now, is that drawing a distinction**
19 **between hedging and cross-hedging that you discussed just a**
20 **moment ago? Are you going to just drop all hedging or are**
21 **you just going to drop the cross-hedging?**

22 A. It amounts to if there is a hedge in a fuel
23 clause or a risk in the fuel clause and the hedge goes with
24 it, then that's a good. You have to keep them married up.
25 But if you break out a hedge such as you take out either the

1 hedges or the cross-hedges and leave those in the company,
2 you actually create risk. And the Company's not willing to
3 just take on risk. That would be a speculative move on our
4 part. We're not going to do that. So I would read those
5 words of what you have there as basically to the extent
6 hedging is excluded from the fuel clause, we're not going to
7 do it.

8 **Q. Okay. So see if I understand. If KCP&L is**
9 **granted up the fuel clause and if separating hedging and**
10 **cross-hedging, if hedging is allowed to flow through, then**
11 **you would continue hedging?**

12 A. Yes, but our --

13 **Q. Okay. That's --**

14 A. -- biggest risk is on power.

15 **Q. That's good. And continuing with that, then,**
16 **if cross-hedging is not permitted to flow through a fuel**
17 **clause, then you would stop the cross-hedging, but would**
18 **continue the hedging?**

19 A. Well, most of our -- for KCP&L?

20 **Q. Well, no, that's really just a yes-or-no**
21 **question. Would you drop the cross-hedging and continue the**
22 **hedging under those circumstances?**

23 A. Well, probably, but we don't know.

24 **Q. Okay. Even though you said you believe the**
25 **hedging program has been effective?**

1 A. Well, the issue is on KCP&L --

2 Q. That's a yes or no, sir.

3 A. Can you rephrase the question, then?

4 Q. You say you're going to stop the hedging even
5 though you believe it has been effective; correct?

6 A. Yes.

7 Q. Okay. I'm going to try to do as much of this
8 without going in camera as I can, but I may have to at some
9 point here, and if you think I'm getting into something
10 confidential, Mr. Blunk, stop me.

11 Does KCP&L have a document called a Commodity
12 Risk Controls Policy?

13 A. Yes.

14 Q. Okay. Do you believe that policy -- well,
15 what is that policy? To the extent you can say it in a
16 public forum.

17 A. I don't have a copy with me, but in general,
18 it lays out the -- our policy for things on how we might
19 hedge or at least in general.

20 Q. Would it be fair to say that it lays out the
21 control for commodity risk?

22 A. Yes.

23 Q. Do you believe that policy is effective?

24 A. Yes.

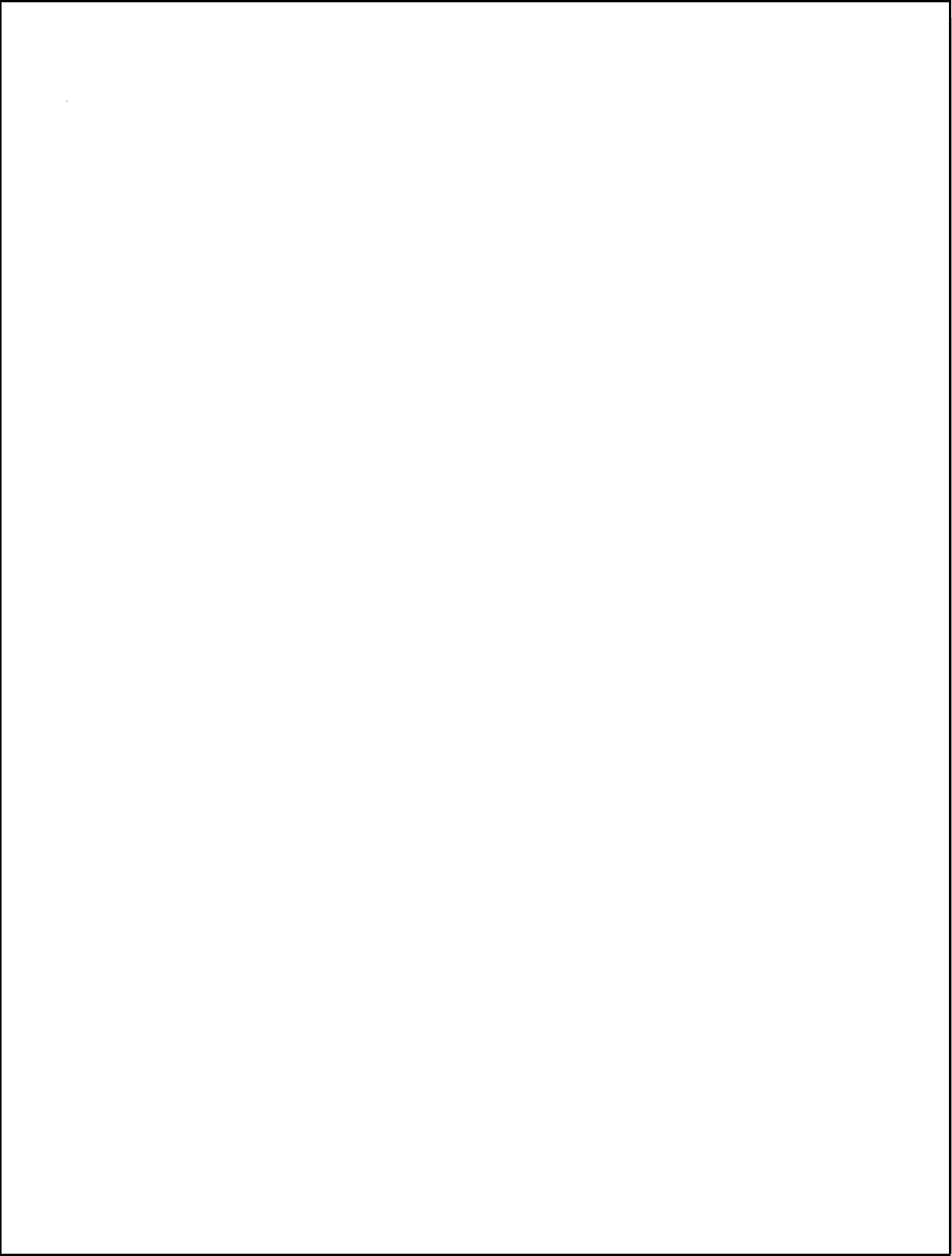
25 Q. Okay. Now, this -- Judge, the entire document

1 was marked highly confidential by KCP&L, although I don't
2 know that it actually is entirely confidential, but I'm going
3 to have to go in-camera to have this statement read, I
4 suppose.

5 (REPORTER'S NOTE: At this point, an in-camera
6 session was held, which is contained in Volume 19, pages 1605
7 to 1606 of the transcript.)

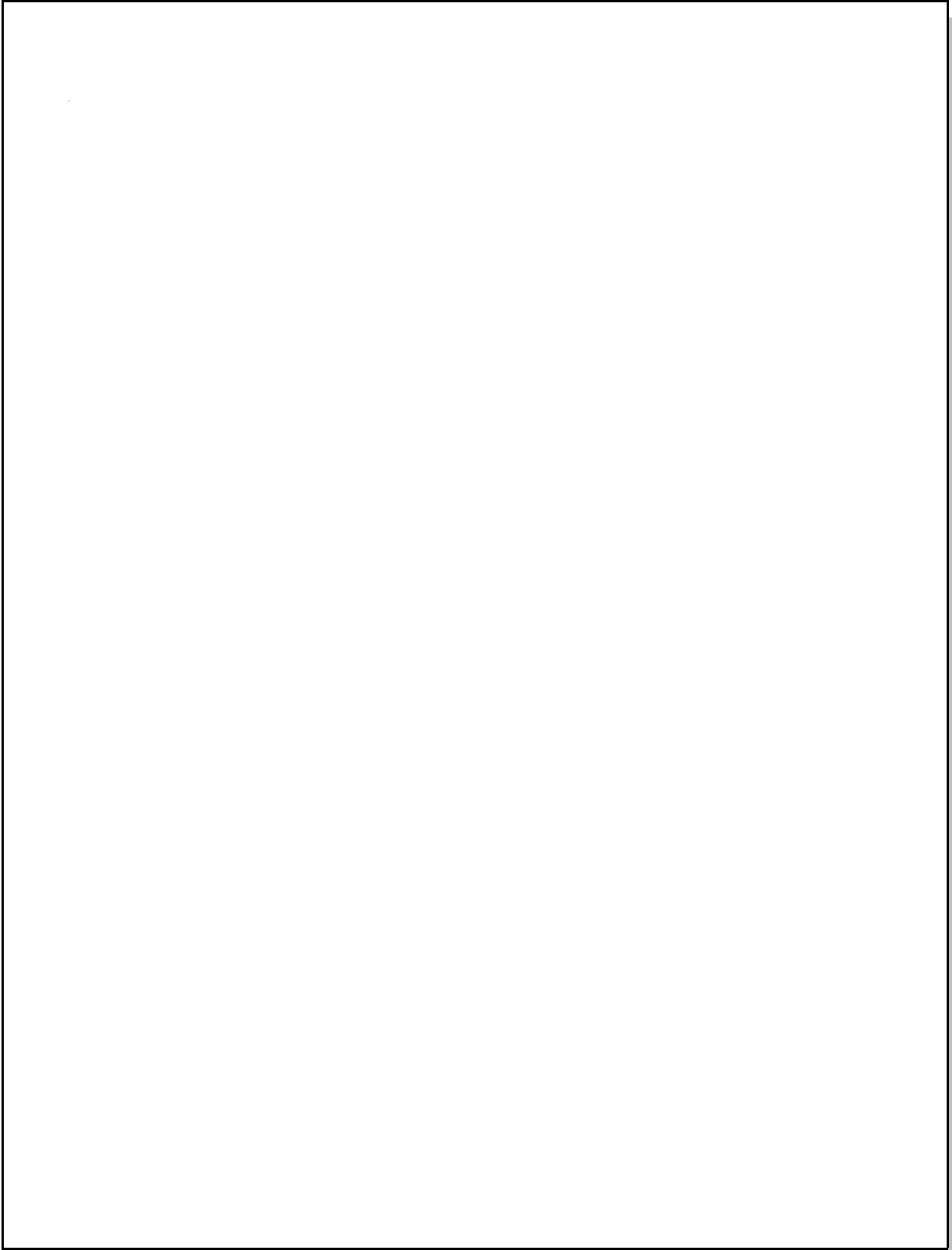
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1606

1 JUDGE BUSHMANN: We are back in public
2 session. Questions by Commissioners. Mr. Chairman.

3 CHAIRMAN KENNEY: No questions, thank you.

4 COMMISSIONER STOLL: No questions, thank you
5 for your testimony.

6 COMMISSIONER KENNEY: No questions, thank you.

7 COMMISSIONER HALL: I have a few.

8 QUESTIONS BY COMMISSIONER HALL:

9 Q. Good morning.

10 A. Good morning.

11 Q. Looking at page 1 of your direct testimony,
12 you indicated that your primary responsibilities is to
13 facilitate the development and implementation of fuel or
14 energy market risk management strategy. Did I read that
15 correctly?

16 A. Yes.

17 Q. So from that, I take it that your -- your
18 plain duty with the Company is to determine strategies to
19 minimize the cost of purchased fuel?

20 A. Yes.

21 Q. How would the existence of an FAC affect how
22 you do your job?

23 A. I don't think it would.

24 Q. At all?

25 A. Well, we still have to buy the fuel, we're

1 still concerned about the risk, we're still concerned about
2 pursuing the lowest costs we can. We have a fiduciary
3 obligation to go after the lowest costs we can with or
4 without a fuel clause.

5 **Q. Who is your direct supervisor?**

6 A. Eric Peterson.

7 **Q. And has -- has Mr. Peterson put in writing**
8 **exactly what -- what your obligation is or what your -- what**
9 **your job duties are in terms of minimizing those costs? Is**
10 **that in writing somewhere?**

11 A. I believe my position description talks about
12 developing these kinds of strategies or helping others
13 develop strategies. I don't recall if it says anything about
14 minimizing costs or maximizing. It's focused on risk,
15 primarily.

16 **Q. You mentioned that you have a fiduciary**
17 **obligation to minimize energy costs?**

18 A. Yes.

19 **Q. Fiduciary obligation to whom?**

20 A. Our customers. We view that it's -- we have a
21 fuel clause in Kansas and we're asking for one here in
22 Missouri. We see that it's our responsibility to provide to
23 our customer the most economic provision of power that we can
24 do that. And that includes pursuing low cost fuel and to the
25 extent we can, maximizing off-system sales.

1 And in the current market environment with the
2 integrated market, the off-system sales part kind of takes
3 care of itself because anything that's economic is
4 automatically sold to Southwest Power Pool. We then have to
5 buy back from Southwest Power Pool to serve our load.

6 **Q. Maybe I misunderstood some of your responses**
7 **to questions from Staff counsel. I took some of your**
8 **responses to mean that there were certain practices that you**
9 **might not undertake in the absence of a FAC.**

10 A. We were discussing the use of hedging and in
11 hedging, you're trying to deal with a price risk. For
12 example, natural gas. Natural gas, we all see the price
13 bounces all around and so we would hedge that by buying a
14 future's contract to lock in -- essentially lock in a price
15 and at the end of that contract, we would sell it, take the
16 money, and that would offset that bounce. If you put the
17 natural gas price and off-system sales in a fuel clause, but
18 don't put a hedge in there, the Company --

19 **Q. When you say "don't put a hedge in there,"**
20 **what do you mean?**

21 A. Well, the issue that we have going on with
22 Staff is Staff is saying they do not want us to put
23 cross-hedges in the fuel clause. So that is protecting the
24 off-system sales power price is what it's doing. For the
25 Company to try and continue that, you've separated the two.

1 You have to keep a hedge and the item it's
2 hedging together. That's how you're able to protect them.
3 Let's see if I can -- so I use my natural gas example because
4 it's a little easier. If the price of gas, as I said, is
5 bouncing, to deal with that bounce, you don't want it jumping
6 all around. You buy a future's contract.

7 Now, a future's contract, you're not really
8 going to take gas delivery on that because it's going to show
9 up in Louisiana at Henry Hub. We don't need gas at Louisiana
10 Henry Hub. We could get it to Kansas City, but that costs a
11 lot of money. So we'll hold that price and then when we
12 really need the gas delivered, shall we say in August, we
13 would sell that contract and at that point in time, we will
14 either make money or lose money on that future's contract.
15 So whatever we make or lose on that future's contract,
16 though, will offset what's happening in the cash market. You
17 add the two numbers together, you wash out. You get like as
18 if you had had it fixed all the way across.

19 The -- if we put this natural gas in the fuel
20 clause and say no, you cannot put hedges for natural gas in
21 the fuel clause, well, there's no value to that futures
22 contract with how to price risk. In fact, it would be
23 speculative. That's what speculators --

24 **Q. But why wouldn't you still go ahead and do**
25 **that if -- if doing that minimized your costs, even if you**

1 **couldn't include it in FAC?**

2 A. Because once it goes in the FAC, the price
3 risk, all that bouncing, that is who's on the other side of
4 the FAC, the customer. For the Company, it is -- it's a risk
5 then. We create a risk when they're separated because we get
6 different regulatory treatment for what's in base rates
7 versus what's in the fuel clause.

8 If there was a tracker holding that hedge cost
9 for that future's contract and they ended up getting married
10 up at the end of the day, that would work. But if there's no
11 tracker for that, we just keep moving through time, then the
12 test year would likely miss the gain or loss on that future's
13 contract and we'd be exposed to risk.

14 **Q. Okay. Thank you.**

15 A. You're welcome.

16 JUDGE BUSHMANN: Recross based on Commission
17 questions. MIC.

18 MR. DOWNEY: No questions.

19 JUDGE BUSHMANN: Is MECG here? Public
20 Counsel.

21 MR. POSTON: No questions.

22 JUDGE BUSHMANN: Commission Staff.

23 MR. KEEVIL: Just briefly here.
24
25

REXCROSS-EXAMINATION

QUESTIONS BY MR. KEEVIL:

Q. Following up on that last line of questions from Commissioner Hall. In that example, I think you were using a natural gas hedge as an example.

A. (Witness nods head.)

Q. Would you agree that the issue here -- that Staff -- and I think in part of your answer, you referred to this. Staff's issue is with cross-hedges, not what you referred to earlier as vanilla hedges. Would you agree with that?

A. Yes.

Q. Okay. And in the example that you were using with Commissioner Hall, wasn't that a vanilla hedge example instead of a cross-hedge example?

A. It was.

Q. Okay. So in other words, the example that you were using in the discussion with the Commissioner is not really what Staff has raised an issue with under this issue; is that correct?

A. That's true.

Q. Okay. You also mentioned, I believe it was also in response to a question from Commissioner Hall, something about off-system sales and how you buy and sell into the SPP nowadays?

1 A. Yes.

2 Q. When KCP&L offers its generation into SPP and
3 it clears the market, does KCP&L recover its production
4 costs, the power that it offered to SPP?

5 A. KCP&L receives locational marginal price for
6 that generator, which could be higher than our offer.

7 Q. Could be higher than your offer. Okay. So
8 you would, then, recover your production costs; correct?
9 Otherwise you wouldn't -- you wouldn't offer it; correct?

10 A. It would recover what we put in as our offer.
11 We could have reasons to offer it at below cost, but that
12 doesn't happen.

13 Q. Okay. I agree.

14 MR. KEEVIL: Thank you. That's all I have,
15 Judge.

16 JUDGE BUSHMANN: Redirect by KCP&L.

17 MR. ZOBRI ST: Thank you, Judge.

18 REDI RECT EXAMI NATION

19 QUESTIONS BY MR. ZOBRI ST:

20 Q. Mr. Blunk, I want to ask you about your
21 statement in your testimony about if cross-hedging is not
22 permitted in the fuel clause, just to clarify Counsel's
23 questions and Commissioner Hall's questions. Why would you
24 stop doing cross-hedging if it were not included in the fuel
25 clause?

1 A. Because there would not be a way to keep the
2 -- the hedge gain or loss married up with the risk.

3 **Q. And when you say "married up," what do you**
4 **mean?**

5 A. To make a hedge work, you have to have --
6 wherever your risk is, you have to have coincident with it
7 your hedge item, your futures contract, whatever you're using
8 to hedge it. They have to stay together so that you
9 essentially at the end of the same day have -- if one is
10 down, the other's up and they wash out. If you separate
11 those two instruments, you can't have where the two add
12 together and wash out.

13 **Q. And Mr. Keevil in his last question was asking**
14 **about the L&P price and you were talking about whether the**
15 **sale price would be higher than the purchase price. How is**
16 **it that you would have separate prices in the sale of power**
17 **versus the purchase of power?**

18 MR. KEEVIL: Excuse me, I didn't ask anything
19 about purchasing. I was talking about selling -- selling
20 generation into the SPP and it cleared the market.

21 MR. ZOBRIST: And pardon me, that's what I was
22 referring to, Judge.

23 JUDGE BUSHMANN: Okay.

24 MR. ZOBRIST: That's what I meant to say, the
25 process of selling into.

1 JUDGE BUSHMANN: I'll overrule it.

2 BY MR. ZOBRI ST:

3 Q. Explain this process of selling into the
4 market and then buying out of the market and why the prices
5 are different.

6 MR. KEEVIL: Again, objection, because there
7 weren't any questions about buying back into the market.

8 MR. ZOBRI ST: Well, I have written down here
9 that you asked why what you receive through your L&P could be
10 higher than your offer L&P. And the receipt via an L&P is a
11 purchase.

12 JUDGE BUSHMANN: Overruled.

13 BY MR. ZOBRI ST:

14 Q. Do you remember the question, Mr. Blunk?

15 A. No.

16 Q. Would you explain why it is there is a
17 difference between the L&Ps that are offered into the market
18 versus those that are purchased from the market?

19 A. The main -- an L&P is composed of primarily
20 three components. A marginal energy cuts the same across the
21 board. A marginal congestion component, which varies based
22 on location, and it's basically reflecting the fact there's
23 not enough transmission. And then you have a marginal loss
24 component, which is, again, kind of transmission-related. So
25 across SPP, there's like, I don't know, 5,000-some-odd price

1 points. There's one for KCP&L as a load, each of our
2 generators have a different price point. There's one for
3 Iatan, for La Cygne, for Montrose, for Hawthorne. So each
4 unit has its own price point. But that congestion component
5 is what makes the difference in the price. It's the big
6 component of it.

7 **Q. And that is reflected in the price when you**
8 **buy out of the SPP-integrated marketplace?**

9 A. It's reflected when we sell and when we buy.

10 **Q. And do those occur at different times?**

11 A. Yes. The price in the market is on a
12 day-ahead basis, it's set for every hour. On a real time
13 basis, they set the price every five minutes. So we have a
14 gazillion prices that we're working with.

15 **Q. Now, Mr. Poston asked you about the Company's**
16 **natural gas usage and then its coal usage?**

17 A. Yes.

18 **Q. And if you recall, he represented and you**
19 **agreed with him that the Company uses coal for about 85**
20 **percent of its fuel needs; correct?**

21 A. Yes.

22 **Q. Okay. And he was asking you about the**
23 **contracts for gas and coal and you made a statement about**
24 **coal being more steady in relative terms. What did you mean**
25 **by that?**

1 A. Well, generally speaking, natural gas, one, is
2 higher priced to start with, so the same percentage moving is
3 going to look larger on a graph. The other part is that
4 natural gas, we tend to experience daily or intraday prices.
5 Coal, the prices while they move, they tend to be more like a
6 monthly or annual price. But the other part on coal that
7 didn't come up is the delivered cost of coal is still subject
8 to fuel surcharges, which is a significant component. And
9 that has volatility into itself. It reflects the volatility
10 that we see in diesel prices.

11 **Q. Now, Mr. Poston also asked you about the**
12 **contract laddering for coal purchases?**

13 A. Yes.

14 **Q. Do you recall that?**

15 A. Yes.

16 **Q. And I believe you stated that the Company**
17 **typically enters into four-year contracts about 25 percent**
18 **each year; is that correct?**

19 A. That was an example. It's not always quite
20 that clean, but that is an example, yes.

21 **Q. Well, in looking into the future for the years**
22 **2016 through 2019, how much of the Company's coal purchases**
23 **are under contract today?**

24 A. Well, as described in my rebuttal, that if you
25 look at through 2016 through 2019, at the end of March, we

1 have about 20 percent of our commitment is under contract.
2 So the other 80 percent is still exposed to market.

3 MR. ZOBRI ST: No further questions, Judge.

4 JUDGE BUSHMANN: Thank you, Mr. Blunk. You
5 may step down.

6 Next witness.

7 MR. ZOBRI ST: Company calls Ryan Bresette.

8 JUDGE BUSHMANN: You're still under oath,
9 Mr. Bresette.

10 DIRECT EXAMINATION

11 QUESTIONS BY MR. ZOBRI ST:

12 Q. Now, Mr. Bresette, previously, we have marked
13 your rebuttal testimony as Exhibit 105 and your surrebuttal
14 testimony as 106; is that correct?

15 A. Yes.

16 Q. Do you have any corrections to those pieces of
17 testimony?

18 A. No further edits at this time.

19 MR. ZOBRI ST: Judge, since this is the
20 witness' last time to take the stand, I would offer
21 Exhibit 105 and Exhibit 106.

22 JUDGE BUSHMANN: My records show 105 was
23 already received. Are there any objections to 106 being
24 received? Hearing none, that is received into the record.

25 (KCPL Exhibit Number 106 was received into

1 evidence by Judge Bushmann.)

2 MR. ZOBRI ST: Tender Mr. Bresette for
3 cross-exami nati on.

4 JUDGE BUSHMANN: First cross would be MIEC.

5 MR. DOWNEY: No questi ons.

6 JUDGE BUSHMANN: Publ ic Counsel .

7 CROSS-EXAMI NATION

8 QUESTIONS BY MR. POSTON:

9 Q. Good morni ng.

10 A. Good morni ng.

11 Q. Do you parti cipate in KCP&L's i ncentive
12 compensati on plan?

13 A. I do.

14 Q. And do you know which of those two plans
15 you're a part of?

16 A. I am part of the value link program.

17 Q. And what are your benchmarks?

18 A. For which year? 2015?

19 Q. This year, yeah.

20 A. There are financial and there are operational
21 metrics that are part of our overall company score card. So
22 there is earnings per share, non-fuel O & M, and then there
23 are generation metrics for operational and customer
24 satisfaction for delivery. And I don't know remember them
25 all because I don't have the score card in front of me.

1 **Q. Do you think that plan provides with you an**
2 **incentive to perform your job well?**

3 A. Absol utel y.

4 MR. POSTON: Thank you. That's all.

5 JUDGE BUSHMANN: Staff.

6 MR. KEEVI L: No questi ons, Judge.

7 JUDGE BUSHMANN: Questi ons by Commi ssi oners?

8 Mr. Chai rman.

9 CHAI RMAN KENNEY: No questi ons, thank you very
10 much.

11 COMMI SSI ONER STOLL: No questi ons, thank you.

12 COMMI SSI ONER KENNEY: No questi ons, thank you.

13 COMMI SSI ONER HALL: No questi ons.

14 JUDGE BUSHMANN: Okay. No need for recross.

15 Redi rect?

16 MR. ZOBRI ST: No questi ons.

17 JUDGE BUSHMANN: Thank you, Mr. Bresette. You
18 may step down.

19 THE WI TNESS: Thank you.

20 MR. ZOBRI ST: Company cal ls John Carl son.

21 (JOHN CARLSON, havi ng been fi rst sworn by Judge
22 Bushmann, testi fi ed as fol l ows:)

23 DI RECT EXAMI NATION

24 QUESTIONS BY MR. ZOBRI ST:

25 **Q. Please state your name.**

1 A. My name is John Carlson.

2 Q. **And by whom are you employed?**

3 A. Kansas City Power & Light.

4 Q. **And what is your job there?**

5 A. My job title is originator, but effectively I
6 structure long-term energy contracts and then manage our
7 transmission budget.

8 Q. **Mr. Carlson, did you prepare rebuttal**
9 **testimony, both NP and highly confidential that has been**
10 **previously marked as Exhibit 107?**

11 A. Yes, I did.

12 Q. **Do you have any corrections to Exhibit 107?**

13 A. None that I know of.

14 Q. **And did you prepare surrebuttal testimony in**
15 **both NP and HC versions that has been marked as Exhibit 108?**

16 A. Yes.

17 Q. **And do you have any corrections to that --**

18 A. No.

19 Q. **-- exhibit?**

20 A. No, I don't.

21 Q. **If I were to ask you those questions, would**
22 **your answers be as set forth in those two exhibits?**

23 A. Yes, they would.

24 MR. ZOBRIST: Your Honor, at this time, I
25 would offer Exhibits 107 and 108 and tender the witness for

1 cross-exami nati on.

2 JUDGE BUSHMANN: Any objections to their
3 receipt? Hearing none, they're received into the record.

4 (KCPL Exhibit Numbers 107 and 108 were
5 received into evidence by Judge Bushmann.)

6 JUDGE BUSHMANN: Cross beginning with MIEC.

7 MR. DOWNEY: No cross.

8 JUDGE BUSHMANN: Public Counsel .

9 MR. POSTON: No questions.

10 JUDGE BUSHMANN: Commission Staff.

11 MR. KEEVIL: No questions, Judge.

12 JUDGE BUSHMANN: Any questions from
13 Commi ssi oners?

14 CHAIRMAN KENNEY: No questions. Love the tie.

15 THE WITNESS: Thank you, sir.

16 COMMISSIONER STOLL: No questions, thank you.

17 COMMISSIONER KENNEY: No questions and no
18 comments on the tie.

19 THE WITNESS: If you like it --

20 QUESTIONS BY COMMISSIONER HALL:

21 Q. Good morni ng.

22 A. Good morni ng.

23 Q. I have a couple of questions.

24 COMMISSIONER KENNEY: Regarding the tie?

25 COMMISSIONER HALL: Not regarding the tie.

1 **Q. Your primary responsibilities are to structure**
2 **and market long-term power purchases. What I'm wondering is**
3 **how your job duties will change, if at all, if there were an**
4 **FAC in place?**

5 A. I don't believe that they would change.

6 **Q. What would the -- what would your incentive be**
7 **to -- to structure and market long-term power purchases at**
8 **the lowest cost if there is an FAC in place?**

9 A. I don't think the incentives would change from
10 where they are today to where they might be with an FAC. My
11 job is to always try and either purchase power from
12 counterparties at the lowest possible price and/or sell power
13 to counterparties at the highest possible price for the
14 benefit of the Company and shareholders and customers. So it
15 wouldn't change --

16 **Q. But you do agree that if there's an FAC in**
17 **place, then there's not the same financial incentive for the**
18 **Company? There may be a fiduciary obligation, but there is**
19 **not the same financial motivation; is that true?**

20 A. I would say that's probably true.

21 **Q. And so are there any financial incentives for**
22 **the Company to -- to purchase power at the -- and fuel at the**
23 **lowest possible price if there is an FAC in place?**

24 A. Well, I think as Mr. Blunk discussed, the
25 fiduciary responsibility for sure.

1 **Q. Right. But in terms of there being a**
2 **financial motivation or incentive, is there any at all?**

3 A. None that I can think of.

4 **Q. Okay. Thank you.**

5 COMMISSIONER RUPP: No questions.

6 JUDGE BUSHMANN: Recross based on Commission
7 questions. MIEC.

8 MR. DOWNEY: No questions.

9 JUDGE BUSHMANN: Public Counsel.

10 MR. POSTON: No questions.

11 JUDGE BUSHMANN: Commission Staff.

12 MR. KEEVIL: No questions.

13 JUDGE BUSHMANN: Any redirect?

14 REDIRECT EXAMINATION

15 QUESTIONS BY MR. ZOBRI ST:

16 **Q. Mr. Carlson, regarding Commissioner Hall's**
17 **question about financial motivation, at the end of a prudence**
18 **review in a fuel adjustment clause, could there be financial**
19 **consequence, depending upon the Company's performance?**

20 A. Yes, there could.

21 **Q. And what are those?**

22 A. So if it was determined that we didn't do the
23 best financially, most financially responsible, in my case a
24 deal or a transaction or if we didn't purchase power or fuel
25 at a -- at a -- what was deemed to be an appropriate rate,

1 then I would imagine we would have consequences in that
2 prudence review.

3 **Q. And would those be financial consequences to**
4 **the best of your knowledge?**

5 A. Yes.

6 MR. ZOBRI ST: Nothing further, Judge.

7 JUDGE BUSHMANN: Thank you, Mr. Carlson. That
8 completes your testimony.

9 MR. ZOBRI ST: The Company's next witness is
10 Mr. Burton Crawford.

11 THE COURT: You're still under oath,
12 Mr. Crawford.

13 DIRECT EXAMINATION

14 QUESTIONS BY MR. ZOBRI ST:

15 **Q. Mr. Crawford, you prepared in this case direct**
16 **testimony that's been marked as Exhibit 109, both NP and HC;**
17 **rebuttal testimony marked as Exhibit 110, both NP and HC; and**
18 **surrebuttal testimony marked as Exhibit 111, both NP and HC;**
19 **is that correct?**

20 A. I did.

21 **Q. Okay. Do you have any corrections to any of**
22 **those pieces of testimony?**

23 A. I did, and we made those during the first week
24 of the hearing.

25 **Q. So nothing further?**

1 A. Nothing further.

2 MR. ZOBRI ST: Judge, I would offer Exhibi ts
3 109, 110 and 111 into evidence as this is the last time
4 Mr. Crawford will be testi fyi ng.

5 JUDGE BUSHMANN: Any objecti ons? Hearing
6 none, those exhibi ts are received.

7 (KCPL Exhi bi t Numbers 109 through 111 were
8 received into evi dence by Judge Bushmann.)

9 MR. ZOBRI ST: Tender Mr. Crawford for
10 cross-exami nati on.

11 JUDGE BUSHMANN: First cross will be MIEC.

12 MR. DOWNEY: No cross.

13 JUDGE BUSHMANN: Publi c Counsel .

14 MR. POSTON: Just a minute. I just need to
15 look at somethi ng. No questi ons.

16 JUDGE BUSHMANN: Commi ssi on Staff.

17 MR. KEEVIL: No questi ons, Judge.

18 JUDGE BUSHMANN: Any questi ons from
19 Commi ssi oners?

20 CHAIRMAN KENNEY: No questi ons. Thank you.

21 COMMI SSI ONER STOLL: No questi ons, thank you.

22 COMMI SSI ONER KENNEY: No questi ons, thank you,
23 si r.

24 COMMI SSI ONER HALL: No questi ons.

25 COMMI SSI ONER RUPP: No questi ons.

1 JUDGE BUSHMANN: No need for recross.

2 Redirect? Thank you, Mr. Carlson.

3 MR. FISCHER: Judge, at this time, the Company
4 would call Mr. Tim Rush.

5 JUDGE BUSHMANN: Mr. Rush, you've heard it
6 several times, but you're still under oath.

7 THE WITNESS: Thank you.

8 DIRECT EXAMINATION

9 QUESTIONS BY MR. FISCHER:

10 Q. Please state your name for the record?

11 A. Tim Rush.

12 Q. Are you the same Tim Rush that's testified
13 earlier in this proceeding --

14 A. Yes --

15 Q. -- and caused to be filed, I guess, Exhibits
16 134, 135, and 136-HC and NP versions?

17 A. I am.

18 Q. I believe this may be your last time to take
19 the witness stand. Is that your understanding?

20 A. No, it's not.

21 Q. No, it's not. Okay?

22 A. I think I may be on the low-income
23 weatherization issue later on today, or later on this week.

24 MR. FISCHER: Judge, then I'll reserve
25 offering exhibits and tender the witness for cross.

1 JUDGE BUSHMANN: First cross would be MIEC.

2 MR. DOWNEY: No cross.

3 JUDGE BUSHMANN: Public Counsel.

4 MR. POSTON: No questions.

5 JUDGE BUSHMANN: Commission Staff.

6 MR. POSTON: Very briefly, Judge.

7 REDIRECT EXAMINATION

8 QUESTIONS MR. KEEVIL:

9 Q. Mr. Rush, good morning.

10 A. Good morning.

11 Q. It seems like we get together about every two
12 years or so and have this little exchange.

13 A. We've done this for a lot of years.

14 Q. If I could ask you, first, some questions
15 about clarifying KCP&L's position regarding the base factor
16 inclusion in the -- in the FAC tariff. I'm looking currently
17 at KCP&L's position statement that it filed in this case, and
18 this would be Issue Roman Numeral II(d)(3), it looks like,
19 and the issue is stated to be: Should the rate schedules
20 implementing the FAC have an amount for the base factor when
21 the Commission initially approves them or not until after the
22 end of the first FAC accumulation period? And then the KCP&L
23 position is stated to be: No. Which I don't understand. It
24 says it's an either/or, but then goes on and says, the base
25 factor should be set in the rate case and presented in the

1 **body as part of the tariff language. Is that your**
2 **understanding of KCP&L's position on that subissue?**

3 A. It is.

4 Q. Okay. Because if I could have you turn to
5 **page 20 of your rebuttal testimony, the way I read that**
6 **position -- I'm sorry?**

7 A. Page 20?

8 Q. Page 20. That position that I just read said
9 **the base factor should be set in the rate case and presented**
10 **in the body, I assume in the body of the tariff, as part of**
11 **the tariff language. And then the -- your rebuttal testimony**
12 **on the bottom of page 20, beginning on line 18, it says the**
13 **Company believes that since base rates are being set in this**
14 **rate case, the original tariff calculation sheet should**
15 **contain all zeros --**

16 A. That's correct.

17 Q. -- until the first accumulation period has
18 **passed.**

19 A. That's correct.

20 Q. Okay. So the one -- the position statement
21 **says set the base factor in the rate case and then your**
22 **testimony says the base factor should be set at zero, if I**
23 **understand correctly.**

24 A. It's talking about where it's to be contained.
25 **It's not talking about the definition -- or what the number**

1 is to be.

2 **Q. Okay. So do you agree that since we are in a**
3 **rate case, and assuming that KCP&L is awarded a fuel**
4 **adjustment clause, that under those circumstances, a base**
5 **factor must be set?**

6 A. Absolutely.

7 **Q. Okay. So the dispute is where it should**
8 **appear?**

9 A. Where it resides, that's correct, yes. And
10 where it resides is where, from our impression, is how all
11 the other -- how GMO's FAC was originally established, which
12 sets it in the tariff itself, but not in the calculation on
13 Sheet 50.5.

14 **Q. And that's the sheet that basically sets forth**
15 **the formula?**

16 A. The formulas, that's correct.

17 **Q. Okay. But why would you -- I mean, if the**
18 **base factor is set in the fuel adjustment clause, why are you**
19 **opposing putting it on the proper line in the calculation**
20 **sheet?**

21 A. I think what we were trying to do is simply --
22 it makes it a lot easier to work with. We're not -- we're
23 not going to make a huge argument about whether it's there or
24 not. It's not where it should go, necessarily, but if you
25 want it there, we would probably do that.

1 Q. Okay.

2 A. But that's not what it -- where it probably
3 should be. It needs to be in the body of the tariff. It's
4 fairly simple --

5 Q. Okay.

6 A. -- from our perspective.

7 Q. **Okay. But we're not in disagreement that it**
8 **needs to be in the tariff?**

9 A. No, we are not.

10 Q. **And it needs to be set?**

11 A. That's right. And we've been trying to work
12 with the Staff and sending them numerous edits and changes to
13 the FAC to try to meet the pieces that they're interested and
14 wanting to address.

15 Q. **Okay. Okay. You were involved in the last**
16 **KCP&L rate case; correct, sir?**

17 A. I was, yes.

18 Q. **And would you agree that in that case, as**
19 **originally filed by KCP&L, KCP&L requested and -- let me get**
20 **the terminology correct here, an interim energy charge?**

21 A. We did.

22 Q. **Would you also agree that as part of a**
23 **non-unanimous stipulation in that case, that KCP&L**
24 **essentially withdrew its request for an interim energy**
25 **charge?**

1 A. That is correct.

2 MR. KEEVIL: Okay. I think that's all I have,
3 Judge, thank you.

4 JUDGE BUSHMANN: Questions from Commissioners.

5 CHAIRMAN KENNEY: No questions, thank you.

6 COMMISSIONER STOLL: No questions, thank you.

7 QUESTIONS BY COMMISSIONER KENNEY:

8 **Q. I just have one question and I don't know if**
9 **you're the person I should have asked, but I just remembered**
10 **this, and I have a good excuse because I'm part of an NFL**
11 **head injury lawsuit.**

12 **Regarding the billing, and I know if KCP&L was**
13 **granted an FAC in this case, KCP&L still doesn't want to**
14 **differentiate themselves from GMO on billing. Is there a**
15 **reason for that?**

16 A. There are a number of reasons for that.

17 **Q. Tell me.**

18 A. And basically, when we acquired -- when the
19 two companies were brought in to GPE, that would be Aquila in
20 2008, the intent and design of the Company was to set a
21 brand. That brand is KCP&L. Under that brand, there are two
22 companies, KCP&L Company and KCP&L Greater Missouri
23 Operations Company. But it's been our desire, and we
24 actually took it and the Commission agreed, because there was
25 some oppositions at that point --

1 Q. Uh-huh.

2 A. -- that we could keep the brand and not have
3 to say on a separate bill Kansas City Power & Light Company
4 and another bill that says KCP&L Greater Missouri Operations
5 Company and all of the costs associated with keeping those
6 two separate. What we did do is we set out the tariffs, the
7 actual rate code, which has an easy link to our Web site that
8 immediately, you know, if a customer calls in and they tell
9 us what their account number is --

10 Q. You answered my question. Brand?

11 A. It is all about branding, yes.

12 Q. All right. Thanks.

13 QUESTIONS BY COMMISSIONER HALL:

14 Q. Good morning.

15 A. Good morning.

16 Q. On page 13 of your direct testimony, lines 5
17 through 7, you indicate that your -- that the Company's fuel
18 and purchase power costs minus off-system sales comes to \$152
19 million per year?

20 A. That includes transmission costs, but yes.

21 Q. How much of that is transmission costs?

22 A. I'd hate to -- I think it's approximately \$30
23 million. But I -- I think I will have a document here in my
24 testimony that will at least give me an indication of that.
25 It's a graph that I presented. I hate to say it, I think it

1 would be more than that. I think it's probably more in the
2 order -- just a second here. I'm not seeming to find the
3 graph, but I have the transmission costs identified as costs.
4 On page 11 of my testimony, I presented that approximately
5 the transmission costs are \$50 million of that cost.

6 **Q. Of that 50 million, how much of that is**
7 **transmission to serve native load, if you know?**

8 A. I mean, this is all of the costs of
9 transmission to belong to the SPP, and so it's all bundled
10 together and it's just part of the costs you pay whether
11 you're selling or buying. So I don't know that I could
12 define what percentage that would be.

13 **Q. Well, you're aware that that -- the Commission**
14 **in two recent decisions --**

15 A. I am.

16 **Q. -- made a -- made a distinction between trans**
17 **-- between purchased power and true off-system sales and the**
18 **purchase of power to certain serve native load?**

19 A. Yes, I'm aware of that.

20 **Q. And so what I'm trying to figure out is of**
21 **that 50 million, if we were to follow that same approach, how**
22 **much would be excluded?**

23 A. You'd probably be taking as much as 90 percent
24 of that out and so there might be 10 percent or so, if what
25 you're talking about is you would include that for purchased

1 power.

2 Q. Uh-huh.

3 A. It would be a very small portion because we're
4 a very large seller of power into the market, net of our own
5 load.

6 Q. **Our prior orders with Empire and Ameren did**
7 **not exclude the transmission for off-system sales.**

8 A. Uh-huh.

9 Q. **So I'm --**

10 A. I thought it was for off-system -- okay. So
11 it would be for off-system sales, not of purchases that were
12 made for the company. Is that what you're saying?

13 Q. **I believe that's correct. So I'm trying to**
14 **find out how much of that 50 million will be excluded.**

15 A. I don't know that number, sir. I could find
16 that out, but I do not know that number.

17 Q. **Okay. Thank you.**

18 JUDGE BUSHMANN: Recross based on Commission
19 questions. MI EC.

20 MR. DOWNEY: Just a couple.

21 RE CROSS-EXAMINATION

22 QUESTIONS BY MR. DOWNEY:

23 Q. **Good morning, Mr. Rush.**

24 A. Good morning.

25 Q. **Commissioner Kenney asked you some questions**

1 **about why you can't have Kansas City Power & Light/GMO on**
2 **your bills for the GMO customers. Do you recall that?**

3 A. I do.

4 Q. **And you said there was expenses that the**
5 **Company would incur to make that designation on the billings?**

6 A. I did.

7 Q. **How much is that expense?**

8 A. I don't know.

9 Q. **To me, it doesn't seem like it would be that**
10 **much. It's all computerized, isn't it?**

11 A. I wish it was that easy to say that. I don't
12 know. When you talk about what you're wanting on the bill,
13 you know, I'm not really sure who your -- the folks are that
14 you're saying don't know it because, quite honestly, anybody
15 that calls in instantly knows, you know, whether they're that
16 -- a GMO -- what rate they're on and what tariff and what
17 components are being billed on.

18 So when you say they need to know the
19 difference, we -- I can easily identify and we send bill
20 stuffers to just simply the customers of Greater Missouri
21 Operations Company, or GMO, we send bill stuffers
22 specifically to KCP&L in rate cases. We are very, very
23 specific when we need to be on delineating the two companies
24 as far as actions that are happening through this Commission.

25 But our goal and our objective has always been

1 to have one brand. That's KCP&L. And we do not want to
2 distinguish ourselves as GMO or Kansas City Power & Light
3 Company. We're not trying to do that. We want to be a -- be
4 treated as if we are a brand KCP&L.

5 **Q. I totally understand that.**

6 A. Okay.

7 **Q. But assuming the Commission doesn't really**
8 **care about your branding concern and is more concerned with**
9 **the finances, would you agree with me that the cost to**
10 **implement this would not be that significant?**

11 A. I would not say that. I mean, there would be
12 probably a fairly substantial amount of cost IT-wise and
13 information technology, paper-wise, material-wise, et cetera.

14 **Q. Define what you mean by "substantial."**

15 A. I was talking to somebody yesterday, not
16 necessarily about this, but maybe it would be less than a
17 million dollars of some kind. I don't know all the
18 particulars. I don't know what, you know, all that you've
19 said is you want something on the bill. We have something on
20 the bill that designates that.

21 If you're wanting something on the bill that
22 says GMO, that's something different than saying I want GMO
23 L&P, because that's what was said earlier today. We are --
24 our tariffs for KCP&L Greater Missouri Operations Company
25 both, have L&P and MPS tariffs combined in them. They're

1 designated by in the upper right corner service territories
2 that we serve. And they're defined that way. So it's
3 defined boundary-wise. I mean, it's -- I'm not sure, you
4 know, beyond that what -- what actually you want besides some
5 designation.

6 **Q. Okay. Let's leave that issue. Commissioner**
7 **Hall was asking you some questions about purchase power.**

8 A. Yes.

9 **Q. Do you recall that?**

10 A. Yes, I do.

11 **Q. And a construction of the term "purchase**
12 **power" that would be consistent with some of the Commission's**
13 **recent decisions. Do you recall that?**

14 A. I do.

15 **Q. And did you read Mr. Dauphinais' testimony?**

16 A. I did.

17 **Q. And isn't it true that he calculated that you**
18 **would exclude 92.7 percent of your transmission costs if you**
19 **focused on just the Commission's definition of purchase**
20 **power?**

21 A. I believe that's what he said. I think we
22 would need to have Burton Crawford be -- he would be able to
23 answer that a lot better. But I do know that's what he said
24 and that was my reference to 90 percent earlier.

25 MR. DOWNEY: Okay. Thank you.

1 COMMISSIONER KENNEY: Hey Judge, I have one
2 follow-up on a question.

3 QUESTIONS BY COMMISSIONER KENNEY:

4 **Q. I apologize for prolonging this.**

5 A. That's okay.

6 **Q. But did you say all your customers know who --**
7 **whether it's GMO or KCP&L represents them?**

8 A. I say that they know instantly when they call
9 in and have a question they go to it.

10 **Q. When they call in?**

11 A. Sure.

12 **Q. I've been a proud Aquila -- I bought my first**
13 **house in 1981 in KCP&L and I've had no idea GMO served me.**

14 A. Right.

15 **Q. And I've been, you know, for 34 years. And so**
16 **eight years, or since 2008 with KCP&L, so I just want to**
17 **clarify that.**

18 A. Well, personally, I'm kind of glad that you
19 represent KCP&L.

20 **Q. I think it's great service.**

21 A. I appreciate that, thank you.

22 **Q. But I've never known I was GMO.**

23 A. I think that's what we're trying to achieve.

24 **Q. I understand the branding part. That makes**
25 **sense to me. Thank you.**

1 JUDGE BUSHMANN: Mr. Downey, any recross?

2 MR. DOWNEY: No.

3 JUDGE BUSHMANN: Public Counsel.

4 RECROSS-EXAMINATION

5 QUESTIONS BY MR. POSTON:

6 Q. Commissioner Hall asked you some questions
7 about your testimony where you identified a number for
8 KCP&L's total fuel purchase power.

9 A. Yes.

10 Q. You gave a number of 152 million?

11 A. I did.

12 Q. Is that total company or would it also include
13 KCP&L Kansas?

14 A. Yes.

15 Q. And so the \$50 million you gave also would be
16 total company?

17 A. Yes.

18 Q. Okay. Thank you.

19 MR. POSTON: That's all.

20 JUDGE BUSHMANN: Commission Staff.

21 RECROSS-EXAMINATION

22 QUESTIONS BY MR. KEEVIL:

23 Q. In line with what Mr. Poston was just asking
24 you, Mr. Rush, would you turn to your surrebuttal testimony,
25 page 9?

1 A. (Witness complies.)

2 Q. And on line 10, I believe you stated that
3 regarding transmission expense, transmission costs, currently
4 35 million on a KCP&L Missouri jurisdictional level. Is that
5 what you state?

6 A. Yes.

7 Q. Okay.

8 A. The prices have gone up quite a bit. I think
9 there's been a \$15 million or \$17 million increase from last
10 year and you look at that and it's basically things have gone
11 up substantially.

12 Q. Assuming that to be correct, that would be
13 subject to a -- to the true-up that's coming up; correct?
14 For pumps of this -- these figures in your testimony, the 35
15 million would be the response to Commissioner Hall's
16 questions, how much of transmission is built in to your --

17 A. This is for the --

18 Q. -- test year?

19 A. -- test period and what I provided him
20 previously was for 2015.

21 Q. Okay. Thank you.

22 A. So yes.

23 Q. Very good. Thank you.

24 MR. KEEVIL: That's all, Judge.

25 JUDGE BUSHMANN: Redi rect.

REDIRECT EXAMINATION

1
2 QUESTIONS BY MR. FISCHER:

3 Q. Yes, Mr. Rush, let's go back to that area that
4 Commissioner Hall was asking about.

5 A. Okay.

6 Q. Where you suggested that I think 50 million of
7 the 152 million of the purchase power fuel and transmission,
8 50 million of that was related to transmission. Do you
9 recall that?

10 A. I do.

11 Q. If 90 percent of that is related to native
12 load, that would be about 45 million; is that right?

13 A. That's right.

14 Q. Can -- can Kansas City Power & Light serve its
15 native load without paying these transmission costs?

16 A. No, it cannot.

17 Q. Would you explain why that's the case?

18 A. Part of our commitment in joining SPP is that
19 we are a participant in the IM market and as a participant in
20 the IM market, the integrated market, we are required to pay
21 based on our load that we have as far as our peak loads and
22 the energy to be able to sell into the market and so that is
23 the obligation that we have to pay to be a participant in
24 that market. And all energy has to go through that market
25 both in and out.

1 **Q. So would you be able to provide your native**
2 **load without paying that -- those transmission costs?**

3 A. No, we would not.

4 **Q. Do those transmission costs, are they -- do**
5 **they vary?**

6 A. They do vary. They, obviously because of a
7 lot of activity in the construction market, there are a lot
8 of billing that's continually coming through because of that,
9 but it does vary. That's why we offered alternatives to
10 whether the fuel adjustment clause that the Commission had
11 suggested were options where, you know, if one of the
12 alternatives that we offered was a tracking mechanism to
13 address that or to recover transmission cost increases
14 because of that significant volatility in other ways to
15 address things.

16 **Q. I believe you mentioned that transmission**
17 **costs were up substantially. I think you used that term.**

18 A. I did. I had given a number to Commissioner
19 Hall based on the information I had for 2013 from the
20 schedule, but the test period showed there was substantially
21 more than that.

22 **Q. Do you expect that trend to continue in the**
23 **year after the new rates are in effect?**

24 A. I do, yes. Very much so.

25 **Q. And have we estimated in the testimony what**

1 **that -- that amount would be?**

2 A. We did. And it's confidential -- under
3 confidential, but we did provide information on page 9 of my
4 testimony and in witness John Carlson's testimony also,
5 information about the projections of what we're planning to
6 come and what our expectations were. And we provided some
7 alternatives to how to address those increases in costs.

8 **Q. Would you explain those alternatives to the**
9 **Commission to make sure that's clear?**

10 MR. KEEVIL: I'm going to object to that as
11 being far beyond any cross or Commissioner questions.

12 MR. FISCHER: Judge, I'm just inquiring about
13 Commissioner Hall's questions about how transmission costs,
14 how big a problem or how big a portion of the total fuel
15 purchase powers and transmission costs are and how that's
16 treated.

17 JUDGE BUSHMANN: Objection overruled.

18 THE WITNESS: So I can go ahead?

19 BY MR. FISCHER:

20 **Q. Yes, please.**

21 A. The first option we provided was we followed
22 what the we thought the Commission wanted us to do from the
23 accounting authority order case back last year where the
24 Commission said come ask for transmission costs through the
25 fuel adjustment clause and that's what we did in our initial

1 filing. Since then, there have been some changes in the
2 actions of the Commission that would lead us that something
3 different is desirable from the Commission.

4 So what we provided were a couple
5 alternatives. One is that we would look at the transmission
6 costs as a tracking mechanism similar to the other elements
7 that we've talked about that are significant to us because of
8 the escalating prices. So we would still -- we would put it
9 in base rates, the amount that's in the test period, but we
10 would track any increases.

11 The other option that we provided is to look
12 forward and say what do we think the prices are going to be
13 over the next two years and look at those costs and put those
14 costs actually in rates. And if the costs don't materialize,
15 then the Company would refund that money back to the
16 customers in the next case, or in the alternative, if the
17 costs were exceeded, how much were in rates the Company would
18 absorb it.

19 So it's somewhat like we had -- have had in
20 the past in our mechanisms where we have a projection of what
21 we think will be forward costs. But if those don't
22 materialize, customers will get the benefit plus interest.
23 If it goes beyond those costs, then we would have to absorb
24 those costs. So those were the alternatives that we were
25 looking at.

1 MR. FISCHER: Judge, that's all I have. Thank
2 you.

3 JUDGE BUSHMANN: Thank you, Mr. Rush. You may
4 step down.

5 Ready for Staff witnesses.

6 MR. KEEVIL: Judge, Staff's first witness is
7 Natelle Dietrich.

8 (NATELLE DIETRICH, having been first sworn by
9 Judge Bushmann, testified as follows:)

10 JUDGE BUSHMANN: You may proceed.

11 DIRECT EXAMINATION

12 QUESTIONS BY MR. KEEVIL:

13 Q. Would you state your name for the record,
14 please?

15 A. Natelle Dietrich.

16 Q. By whom are you employed and in what capacity?

17 A. The Missouri Public Service Commission as
18 Director of Tariff, Safety, Economic, and Engineering
19 Analysis for the Commission Staff.

20 Q. Did you contribute to the Staff's revenue
21 requirement cost of service report, which I believe has been
22 marked as Exhibit Number 200?

23 A. Yes.

24 Q. And did you also file surrebuttal testimony in
25 this case which has been marked as Exhibit Number 207?

1 A. Yes.

2 Q. Is that all the testimony you filed in this
3 case?

4 A. Yes, it is.

5 Q. Do you have any corrections you need to make
6 to your -- either Exhibit 200 or Exhibit 207?

7 A. No, I don't.

8 Q. If I asked you the questions contained in
9 Exhibit 207, would your answers be the same as contained
10 therein?

11 A. Yes, they would.

12 Q. And are the matters stated in your section of
13 Exhibit 200, the revenue requirement cost of service report
14 true and correct to the best of your knowledge?

15 A. Yes.

16 MR. KEEVIL: Judge, with that, I think this is
17 Ms. Dietrich's only time taking the witness stand, so I would
18 offer Exhibit Number 207, and since the 200 is the report, I
19 guess we need to hold up than one, but offer Exhibit 207.

20 JUDGE BUSHMANN: Any objections to that
21 exhibit? Hearing none, 207 is received into the record.

22 (Exhibit Number 207 was received into evidence
23 by Judge Bushmann.)

24 MR. KEEVIL: Judge, I would tender the witness
25 for cross-examination, then.

1 JUDGE BUSHMANN: And first cross would be
2 MIEC.

3 MR. DOWNEY: Yes, thank you, Judge.

4 CROSS-EXAMINATION

5 QUESTIONS BY MR. DOWNEY:

6 Q. Good morning.

7 A. Good morning.

8 Q. I know you're the director of a lot of things.
9 That's a long name, but I heard tariffs in there.

10 A. Correct.

11 Q. So do you make it your business to know what
12 cost recovery mechanisms Missouri electric utilities have?

13 A. Generally speaking. I can't necessarily know
14 everything about every company.

15 Q. Are the Missouri investor-owned utilities,
16 Ameren Missouri, Empire Electric, Kansas City Power & Light
17 and GMO?

18 A. Yes.

19 Q. Are there any others?

20 A. Not for electric, no.

21 Q. Okay. And GMO, Ameren Missouri and Empire
22 Electric do not have transmission cost trackers; correct?

23 A. That's correct.

24 Q. Okay. And Kansas City Power & Light currently
25 does not have a transmission cost tracker; is that correct?

1 A. That's correct.

2 Q. **It's asking for one in this case though?**

3 A. That's correct.

4 Q. **Now, GMO, Ameren Missouri and Empire Electric**
5 **each have an FAC; correct?**

6 A. That's correct.

7 Q. **But none of those allow those utilities to**
8 **surcharge RTO administrative charges; correct?**

9 A. I believe that's correct with the latest
10 orders.

11 Q. **Just trying to confirm that the statements**
12 **that I made in my opening statements are, in fact, in the**
13 **record somewhere.**

14 **And none of those FACs for Ameren Missouri,**
15 **Empire Electric and GMO allow those utilities to surcharge**
16 **all of their transmission cost increases, correct?**

17 A. Correct.

18 Q. **And in the case of Ameren Missouri, for**
19 **example, its FAC allows it to surcharge less than 5 percent**
20 **of its transmission cost increases?**

21 A. That's correct.

22 Q. **And are you aware of requests made by GMO and**
23 **Ameren Missouri to surcharge all transmission cost increases?**
24 **Recent requests?**

25 A. Recent requests, yes.

1 Q. And did the Commission deny those requests?

2 A. Yes, it did.

3 Q. And was Ameren Missouri's request denied in
4 Case Number ER-2014-0258?

5 A. Yes, that's correct.

6 Q. And was GMO's request denied in Case Number
7 ER-2010-0256?

8 A. That sounds right.

9 Q. And did the Commission recently also limit
10 which transmission costs Empire Electric could surcharge
11 under its FAC?

12 A. Yes, it did.

13 Q. And did it do that in Case Number
14 ER-2014-0351?

15 A. Yes, uh-huh.

16 MR. DOWNEY: Judge, I would ask the Commission
17 to take official notice of those three decisions of the
18 Commission. I have copies.

19 JUDGE BUSHMANN: Any objections? Commission
20 will take official notice of those three reports.

21 MR. DOWNEY: Do you want me to bring those now
22 or later?

23 JUDGE BUSHMANN: You can do it later.

24 MR. DOWNEY: Thank you. No further questions.

25 JUDGE BUSHMANN: Public Counsel?

CROSS-EXAMINATION

QUESTIONS BY MR. POSTON:

Q. Yes, good morning.

A. Good morning.

Q. I just wanted some further explanation on some of the testimony you provided in the Staff's cost of service report, page 192. And it has to do with the language -- the disputed language in the regulatory plan about the June 1st date and what it means. And the point you seem to be making is you say that to interpret it the way KCP&L interprets it would render the date in the second sentence meaningless.

A. That's correct.

Q. Can you explain what you mean by that?

A. Basically, if you interpret the first sentence to mean that the June 1st date is when they can seek to use, in other words, they can seek it sometime before June 1st as long as they don't use it until after June 1st, then the second sentence no longer makes sense because the second sentence specifically says a general rate case filed before June 1st. So making that distinction about filed before June 1st is when the interim energy charge could be requested no longer would make sense.

MR. POSTON: Okay. That's all.

JUDGE BUSHMANN: Cross by Kansas City Power & Light.

1 MR. STEINER: Thank you.

2 CROSS-EXAMINATION

3 QUESTIONS BY MR. STEINER:

4 Q. Good morning.

5 A. Good morning.

6 Q. **Were you involved in the negotiation of the**
7 **regulatory plan stipulation in E0-2005-0329?**

8 A. No, I was not.

9 Q. **Would you agree with me that Missouri public**
10 **utilities file tariff sheets with a specific effective date**
11 **that determines when the rates or programs contained in those**
12 **tariff sheets may first be utilized?**

13 A. Can you repeat that, please?

14 Q. **Would you agree with me that in this state,**
15 **public utilities file tariff sheets with a specific effective**
16 **date that determines when rates or programs contained on**
17 **those tariff sheets may first be utilized?**

18 A. It's the effective date of whatever is
19 contained within that tariff becomes effective or can be used
20 or implemented.

21 Q. **Okay. So until the tariff is effective, the**
22 **rate can't -- on that tariff sheet cannot be utilized by the**
23 **utility; is that correct?**

24 A. Until the tariff is effective, the rate cannot
25 be charged.

1 Q. Is there a problem with the word "utilized?"

2 A. Well, I mean, you keep using the word
3 "utilized."

4 Q. So you would use the word "used?" Rates can't
5 be used?

6 MR. KEEVIL: Objection. I think she said the
7 rates can't be charged. He's misquoting the witness'
8 testimony.

9 MR. STEINER: Okay.

10 BY MR. STEINER:

11 Q. Will you agree with me that the Commission
12 suspend the tariffs that the Company filed in this case until
13 September 29th, 2015?

14 A. That's correct.

15 Q. Okay. And do you agree with me that the
16 tariff sheets the Company filed in this case cannot be
17 utilized by the Company until the Commission has finally
18 approved the revised tariff sheets with the effective date?

19 A. The provisions in the tariff will not become
20 effective until the Commission's approved them. I'm not sure
21 exactly how you worded that, other than the word utilized
22 again.

23 Q. Okay. We're staying away from utilized.
24 Okay. So can KCP&L use a fuel adjustment clause until the
25 Commission approves a fuel adjustment clause tariff?

1 A. No, it cannot.

2 MR. STEINER: That's all I have. Thank you.

3 JUDGE BUSHMANN: Questions from Commissioners.

4 COMMISSIONER STOLL: I have no questions.

5 Thank you.

6 COMMISSIONER KENNEY: No questions. Thank
7 you, Ms. Dietrich.

8 COMMISSIONER HALL: No questions, thank you.

9 COMMISSIONER RUPP: No questions.

10 JUDGE BUSHMANN: No need for recross. Any
11 redirect?

12 MR. KEEVIL: No, thank you, Judge.

13 JUDGE BUSHMANN: Thank you, Ms. Dietrich.

14 THE WITNESS: Thank you.

15 MR. KEEVIL: That went so fast, I'm not sure
16 I'm even ready for my next witness. There he is. Staff
17 would call Mr. Dana Eaves.

18 (DANA EAVES, having been first sworn by Judge
19 Bushmann, testified as follows:)

20 DIRECT EXAMINATION

21 QUESTIONS BY MR. KEEVIL:

22 Q. **Would you please state your name for the**
23 **record, sir?**

24 A. Dana Eaves, first name D-a-n-a, last name is
25 spelled E-a-v-e-s.

1 **Q. By whom are you employed and in what capacity?**

2 A. I'm employed with the Missouri Public Service
3 Commission as a utility regulatory auditor four in the energy
4 resource analysis department.

5 **Q. Mr. Eaves, did you contribute to the Staff's**
6 **revenue requirement cost of service report, which has been**
7 **marked as Exhibit Number 200 and Staff's rate design class**
8 **cost of service report, which has been marked as Exhibit 202?**

9 A. Yes, I did.

10 MR. KEEVIL: Judge, and it's my understanding
11 that the way those two exhibits were submitted included the
12 errata to each of them. So when I'm referring to the
13 exhibits, that would include the errata that was submitted
14 for both of those reports. Is that your understanding as
15 well?

16 JUDGE BUSHMANN: That is.

17 MR. KEEVIL: Okay.

18 BY MR. KEEVIL:

19 **Q. Mr. Eaves, do you have any -- before we move**
20 **on to your rebuttal and surrebuttal, do you have any**
21 **corrections you need to make to either Exhibit 200 or 202 on**
22 **your portions of those exhibits?**

23 A. Yes, I believe -- I believe so. Schedule
24 DEE-1.

25 **Q. Which one are you referring to here, first,**

1 **sir?**

2 A. The reports. My schedule DEE-1, I believe
3 that was attached to the Staff report. I believe, so.

4 **Q. Which Staff report? That's the redline tariff**
5 **sheet?**

6 A. That's the redline tariff sheet.

7 **Q. Okay. I think that was attached to the class**
8 **cost of service report, which was Exhibit Number 202.**

9 A. Yes. And I'd like to make changes to original
10 sheet number 50.5. I have two changes to that. It would be
11 --

12 **Q. Wait, those numbers there, I believe -- are**
13 **those numbers confidential?**

14 A. Those numbers would -- would be highly
15 confidential and I don't have to state the numbers. I can
16 just tell you to remove the numbers from that line.

17 **Q. Okay.**

18 A. From line one, actual net energy cost.

19 **Q. Okay.**

20 A. That number needs to be removed.

21 **Q. Okay.**

22 A. Should be zero. And line 2.2, accumulation
23 period NSI, should be zero.

24 **Q. Okay.**

25 A. I have one additional to my rebuttal

1 testimony.

2 Q. I haven't got to that one yet.

3 A. Okay.

4 Q. Is that all of the corrections you have to
5 either the cost of service revenue requirement report and the
6 rate design report?

7 A. Yes, it is.

8 Q. Okay. Now, moving on to the -- did you also
9 file rebuttal testimony in this case?

10 A. I did.

11 Q. And I believe that rebuttal has been marked as
12 Exhibit Number 208, both HC and NP. Is that your
13 understanding?

14 A. Yes.

15 Q. And did you also cause to be filed surrebuttal
16 testimony, which has been marked as Exhibit 209, both NP and
17 HC?

18 A. Yes, I did.

19 Q. Okay. Now, with regard to those two pieces of
20 testimony, do you have any correction you'd like to make?

21 A. Yes, I have one change to my rebuttal
22 testimony, bottom of page 5. I'd like to eliminate that Q
23 and A, the entire Q and A, lines 15 through 18, and eliminate
24 the HC chart on page 6, at lines 2 and 3 -- or between lines
25 2 and 3.

1 Q. At the top of page 6?

2 A. Yes.

3 Q. Are those the only corrections you need to
4 make?

5 A. Yes.

6 Q. Okay. So in regard to the Exhibits 200 and
7 202, which are the two reports, are the matters stated
8 therein with your corrections true and correct to the best of
9 your knowledge and belief?

10 A. Yes, they are.

11 Q. And in regard to Exhibit Number 208 and 209,
12 if I asked you the questions contained therein, would your
13 answers be substantially the same as in those exhibits?

14 A. Yes.

15 MR. KEEVIL: Judge, with that, I would offer
16 Exhibits 208 and 209. And I also believe Mr. Eaves is the
17 last witness who has a portion in the Exhibit 202, the cost
18 of service rate design report, including the errata, so I
19 would offer 202, 208 and 209.

20 JUDGE BUSHMANN: Any objections? Hearing
21 none, those are received into the record.

22 (Staff Exhibit Numbers 202, 208 and 209 were
23 received into evidence by Judge Bushmann.)

24 MR. KEEVIL: Okay. I'm assuming, Judge, that
25 someone is also requesting to offer, at least until I'm told

1 otherwise, someone else is going to offer 200 at a later
2 point in time.

3 JUDGE BUSHMANN: Very good.

4 MR. KEEVIL: With that, Your Honor, I would
5 tender the witness for cross-examination.

6 JUDGE BUSHMANN: Cross by OPC.

7 MR. POSTON: No questions.

8 JUDGE BUSHMANN: MIEC.

9 MR. DOWNEY: No questions.

10 JUDGE BUSHMANN: Kansas City Power & Light.

11 MR. ZOBRI ST: Thank you, Judge.

12 CROSS-EXAMINATION

13 QUESTIONS BY MR. ZOBRI ST:

14 Q. Can you hear me okay, Mr. Eaves?

15 A. Thank you, yes.

16 Q. If you would, turn to page 195 of the Staff
17 report, Exhibit 200.

18 A. (Witness complies.)

19 Q. Now, you state there to basic preconditions
20 for the Commission approving a fuel adjustment clause or a
21 rate adjustment mechanism under Missouri law; correct?

22 A. There is three criteria, yes.

23 MR. KEEVIL: Excuse me, Mr. Zobrist, what page
24 did you say?

25 MR. ZOBRI ST: Page 195.

1 THE WITNESS: There is an additional criteria
2 on page 194.

3 BY MR. ZOBRI ST:

4 Q. I see that. So in setting forth those three
5 criteria, these are three criteria that are included in the
6 Commission's regulations?

7 A. Yes.

8 Q. And the regulations state that they will be
9 considered, but they're not exclusive. There are other
10 factors?

11 A. There is a statement that says other factors.
12 I don't know the exact language, but other factors can be
13 considered by the Commission.

14 Q. And a portion of the statute itself in
15 Section 386.266.4 states that the Commission must find that
16 an adjustment mechanism such as a fuel adjustment clause has
17 to be reasonably decided to provide the utility with a
18 sufficient opportunity to earn a fair return on equity; is
19 that correct?

20 A. I believe that's what it says, yes.

21 Q. Now, in setting forth the Staff's criteria, on
22 Pages 194 and 195, you did not state, but it is true, is it
23 not, that the fuel adjustment clause mechanism requires an
24 annual true-up?

25 A. I believe has to -- a true-up has to occur

1 once every 12 months.

2 Q. And that's what the law provides; correct?

3 A. I believe so, yes.

4 Q. And it also requires that a general rate case
5 has to be filed no later than four years after an effective
6 date of a fuel adjustment clause implementation order;
7 correct?

8 A. That's correct as well.

9 Q. And the law as well as the Commission's
10 regulations include provisions per -- provisions for prudence
11 reviews of the FAC cost; correct?

12 A. Yes.

13 Q. Now, you had set forth the factors and the
14 regulation as far as the magnitude of the cost, the ability
15 of the utility to manage the costs and the volatility of the
16 cost component; is that correct?

17 A. Yes.

18 Q. And would you agree with me that other
19 appropriate considerations for the Commission to consider
20 would be if the fuel adjustment clause is designed to provide
21 a sufficient opportunity for a utility to earn a fair return
22 on equity?

23 A. Repeat that question one more time, please.

24 Q. Would it be proper for the Commission to also
25 consider, and whether to grant a fuel adjustment clause, to

1 **make certain that that clause is designed to provide a**
2 **sufficient opportunity to earn a fair return on equity?**

3 A. I think that's the purpose of the FAC is to
4 try to meet that goal.

5 Q. **And would it also be appropriate for the**
6 **Commission to consider whether the utility is experiencing**
7 **significant regulatory lag?**

8 A. I don't know that it speaks to lag.

9 Q. **But my question is: Wouldn't it be**
10 **appropriate for the Commission to consider whether a utility**
11 **is experiencing significant regular lag?**

12 A. I think that's a factor, too.

13 Q. **Okay. And would another factor for the**
14 **Commission's consideration in whether to grant a fuel**
15 **adjustment clause be whether the utility's financial**
16 **integrity will be maintained and that the public, the**
17 **investing public will have confidence in that financial**
18 **integrity being short?**

19 A. That's a large question with lots of different
20 components, so I'm not going to say yes to that. I think it
21 needs to be broken down.

22 Q. **I'd be glad to do that.**

23 A. Okay.

24 Q. **Is financial integrity an important**
25 **consideration for the Commission to weigh in its decision**

1 **whether to grant a fuel adjustment clause?**

2 A. If the impact of fuel adjustment clause can
3 have a financial viability of a company, then yes, I think
4 so. But --

5 Q. Thank you.

6 A. -- outside that --

7 Q. If you'd turn to pages 194 and 195 of the
8 staff report -- pardon me -- where you talk about the
9 magnitude of the fuel and purchase power cost. Staff has
10 confirmed and concluded that KCP&L has demonstrated that its
11 fuel and purchase power costs are of sufficient magnitude to
12 justify a fuel adjustment clause; correct?

13 A. If you look in the totality of the costs. I
14 didn't break down the component cost as other witnesses have.

15 Q. You didn't think that that was required by
16 either the regulations or by a proper analysis. Is that fair
17 to say?

18 A. I didn't do it.

19 Q. And in highly confidential numbers that are
20 included on pages 197, you indicate the figures that justify
21 Staff's conclusion that Kansas City Power & Light has met the
22 magnitude test; is that correct?

23 A. There's -- fuel costs are a large component of
24 the overall expense of the Company.

25 Q. And you indicate on page 197 that there are

1 approximately -- and although it's designated as a highly
2 confidential number, I don't think it is. It's over -- about
3 22 percent of the Company is operating revenues are
4 represented by these costs; correct?

5 A. Yes.

6 Q. Now, let's move on to the ability of the
7 Company to manage its costs. On page 197, at lines 19 and
8 20, you state that the price of coal is established by
9 national or international markets; correct?

10 A. Yes.

11 Q. Okay. And is it fair to say also that the
12 price to transport the coal is set by the railroads; true?

13 A. My understanding is that KCP&L can and does
14 negotiate with the railroads in order to get the best price
15 they can for their transportation. Now, it may be set
16 nationally by some tariff. There may be a floor of some
17 type, but my understanding is that they do have the ability
18 to negotiate rail transportation.

19 Q. Now, the vast majority of the Company's coal
20 comes from the Powder River Basin in Wyoming?

21 A. Yes.

22 Q. And what are the two railroads that serve that
23 Powder River Basin?

24 A. BNF [sic]. I'm not sure about the other one.

25 Q. Union Pacific and the Burlington

1 **Northern-Santa Fe; correct?**

2 A. Sounds correct, yes.

3 **Q. And is it fair to say that based on your**
4 **knowledge, they essentially have, if not a monopoly, a**
5 **duopoly, because they're the only two railroads that haul**
6 **coal out of the river basin?**

7 A. That's my correct, the two major players.

8 **Q. It's true that KCP&L has had to pursue**
9 **litigation in order to make some adjustments to the freight**
10 **rates that it felt were not justified?**

11 A. I know that's occurred, but I don't know the
12 details.

13 **Q. Now Mr. Blunk, who testified earlier this**
14 **morning, stated in pre-filed testimony in his rebuttal that**
15 **from February 2013 to October 2013, there was a 15 percent**
16 **drop in freight costs, but then from October 2013 to July**
17 **2014, there was a 15 percent increase in freight rates. Do**
18 **you recall that?**

19 A. Don't remember the percentages. I do remember
20 him saying there was some variation in the costs of
21 transportation for the coal.

22 **Q. And Mr. Eaves, when you filed your**
23 **surrebuttal, you didn't contest those figures, did you?**

24 A. No.

25 **Q. Okay. Now, Mr. Blunk also stated in his**

1 **rebuttal that coal freight rates change quarterly. Is that**
2 **your understanding as well?**

3 A. I'm not sure.

4 **Q. You don't know one way or the other?**

5 A. I don't know what the time period is when they
6 can change.

7 **Q. Well, Mr. Blunk said that that's the current**
8 **pattern of price changes. Do you have any basis to dispute**
9 **that?**

10 A. No.

11 **Q. Okay. Now Mr. Blunk also stated that coal**
12 **rates change monthly. Is that your understanding as well?**

13 A. The market price of coal may change monthly.

14 **Q. Well, would then the coal contracts, aren't**
15 **there provisions for the coal price to fluctuate within a**
16 **contract based on markets?**

17 A. Without specifically having the contract in
18 front of me because they're -- they're very complicated, I'm
19 going to say no with the exclusion of some type of heat rate
20 content. If the heat rate for coal is measured at the --
21 either mine mouth or if the generator is not what the mine is
22 promised, then there can be adjustments made.

23 But I think the price for the coal itself is
24 pretty much fixed for a period of time. Now, if you go
25 outside of that period of time during that contract because

1 these are multiple-year contracts, there may be a -- an
2 escalator to the coal or something attached to market price.

3 **Q. Well, and there are escalator clauses within**
4 **those contracts, are there not, sir?**

5 A. I think for transportation.

6 **Q. Let me ask you: Were you here this morning**
7 **when Mr. Blunk testified?**

8 A. Yes.

9 **Q. Okay. And you heard that he stated that about**
10 **20 percent of KCP&L's coal requirements for 2016 through**
11 **2019, those years are under contract; correct?**

12 A. Yeah, but for the case. I mean, if you're
13 looking at test year and true-up, a much larger percentage of
14 that is under contract. Going out into the future, you know,
15 I don't think they have anything under contract for 2030.
16 But I don't know what it has to do with anything.

17 **Q. Well, I guess my specific question is looking**
18 **at the fuel adjustment clause here, which would go into the**
19 **future for next year and for the years up to 2019, isn't it**
20 **true that Kansas City Power & Light only has about 20 percent**
21 **of its coal requirements under contract?**

22 A. If you go out to 2019, yes, that's probably
23 correct.

24 **Q. And in the Staff report at pages -- pardon me,**
25 **pages 192, lines 24 through 25, you did state that KCP&L**

1 **clearly cannot control the commodity markets in which it must**
2 **purchase its fuel; correct?**

3 A. That's what it says. I don't know how much
4 influence a single purchaser, even though KCP&L is extremely
5 large, could have on the market. If they said tomorrow that
6 they're not going to buy anymore coal what that would do with
7 the coal price. I'm not sure. I don't think they can do
8 that. In fact, I know they can't do that.

9 **Q. Right. That's impractical?**

10 A. It would be bad.

11 **Q. Very good. Now, in your rebuttal testimony,**
12 **page 3, you had some remarks about hedging strategy. Do you**
13 **recall that?**

14 A. In my rebuttal?

15 **Q. Rebuttal.**

16 A. Page 3?

17 **Q. Right. Looking at lines just 11 and 12 about**
18 **the coal hedging program?**

19 A. Yes, uh-huh.

20 **Q. And would you agree that if KCP&L had any**
21 **significant control over the cost of its coal, it would not**
22 **have to employ a hedging program; correct?**

23 A. I don't know that it has control over the
24 commodity price and so what KCP&L is trying to do, as my
25 understanding, is they're trying to hedge that risk for the

1 market price.

2 **Q. Right, because the market price goes up, it**
3 **goes down, it's volatile; right?**

4 A. That's correct, yes.

5 **Q. So would you generally agree that the fuel and**
6 **purchase power costs are outside the control of KCP&L's**
7 **management?**

8 A. No.

9 **Q. Well, isn't that what the Commission concluded**
10 **in the Ameren rate case decided just last April that the fuel**
11 **and purchase power price of that public utility were**
12 **generally outside the control of the Ameren Missouri**
13 **management?**

14 A. I think what I'm saying here in my testimony
15 is that the commodity price is outside the control, but the
16 actual fuel price and how they buy -- how they buy fuel and
17 they exert a tremendous amount of control over the cost of
18 the fuel that they -- that they acquire and if they didn't, I
19 think that would be -- that I think would be imprudent.

20 **Q. Well, when you say they exert a tremendous**
21 **amount of control, you mean over the price of that commodity?**

22 A. All the areas -- yes, over the price. I think
23 their hedging strategy, the various hedging strategies that
24 they -- that they employ with natural gas and coal and fuel
25 oil and I believe they also have hedging strategy for coal

1 transportation, the Company claims that that provides great
2 value and can offset some of the costs of those fuel prices.

3 **Q. Well, providing value is different than the**
4 **ability to control the cost of a commodity. Isn't that true?**

5 A. Yes.

6 **Q. Okay. So do you think the Commission got it**
7 **right or did they get it wrong in the Ameren Missouri case**
8 **when they found that fuel and purchase power costs were**
9 **generally outside the control of Ameren's management?**

10 A. You know, I haven't read that Order in that
11 level of detail to make that determination of what the
12 Commission said.

13 **Q. Are you aware of any substantial difference**
14 **between the two companies in one company's inability to**
15 **manage the power costs related to fuel and purchase power and**
16 **other companies?**

17 A. I think there can be differences with
18 operation practices, how they -- how they acquire fuel. I
19 guess what I'm saying here is the issue I'm addressing is
20 that I really need to split hairs. The companies, probably,
21 generally, most likely don't have any control over the market
22 price of the commodity, but they do have tremendous control
23 over the cost of what the commodity to that had actual costs
24 the utility to generate electricity.

25 **Q. So you would agree that as far as the cost**

1 **component, there is volatility with regard to the cost of**
2 **fuel and purchase power?**

3 A. Market price or cost?

4 **Q. Cost.**

5 A. Yes.

6 **Q. Now, in Mr. Blunk's rebuttal, he stated that**
7 **he -- and we discussed this generally, that railroad prices**
8 **vary on a regular basis by 15 percent. Do you recall that?**

9 A. Railroad prices? You mean transportation
10 cost?

11 **Q. Rail transportation costs, yes, sir.**

12 A. I don't remember the exact percentage, but
13 that seems reasonable.

14 **Q. And do you recall him saying in highly**
15 **confidential testimony where he quantified the millions of**
16 **dollars in this effect what a 15 percent swing would amount**
17 **to in those rail costs?**

18 A. One -- a swing one way or another would effect
19 the cost that the utility has to pay for those particular --
20 particular transactions.

21 **Q. And those -- those swings could be in the tens**
22 **of millions of dollars; correct?**

23 A. Could be one way or the other.

24 **Q. Now, are you also aware that as far as Powder**
25 **River Basin coal price, that they have been volatile in the**

1 **last couple of years, say from June 2012 to the present time?**

2 A. I don't know that I'd use the term "volatile."
3 I think you'd have to define the level -- what volatile means
4 to you and what volatile means to me. Have they been -- has
5 coal prices been exactly the same? No.

6 **Q. Well, let's deal with the specifics. In**
7 **Mr. Blunk's direct testimony at page 22, he stated that in**
8 **June 2012, the price of Powder River Basin coal was \$.40 per**
9 **MMBTU and that in less than two years, it almost doubled to**
10 **\$.76 per MMBTU by 2014. Is that -- is that generally**
11 **correct?**

12 A. I don't know. I don't know if he's talking
13 about the market price or if he's talking about the price
14 that KCP&L actually paid.

15 **Q. Well, you did not rebut his testimony that he**
16 **set forth in his direct on page 22 with regard to the**
17 **fluctuation in Powder River Basin coal prices; isn't that**
18 **correct?**

19 A. I didn't make any distinguished arguments
20 whether he was talking about market price or the price that
21 they actually paid.

22 **Q. Are you familiar with what is known as the**
23 **core consumer price index?**

24 A. Vaguely.

25 **Q. Well, isn't it true that the consumer price**

1 **index is a government statistic provided by US Department of**
2 **Labor?**

3 A. I don't know.

4 Q. **Okay. Do you know -- what do you know about**
5 **the CPI, as sometimes called the consumer price index?**

6 A. I know it exists.

7 Q. **Do you know that it is tabulated in a general**
8 **form and then it is also tabulated or calculated in a form**
9 **that excludes food and energy prices?**

10 A. Yes.

11 Q. **Okay. And why does it exclude in that second**
12 **calculation food and energy prices?**

13 A. I don't know.

14 MR. KEEVIL: Objection, calls for speculation.

15 MR. ZOBRI ST: Judge, I believe he said that he
16 understood that it excluded food and energy, and I think I'm
17 allowed to ask him his belief as to why they are excluded.

18 JUDGE BUSHMANN: Overruled.

19 BY MR. ZOBRI ST:

20 Q. **Mr. Eaves, can you explain your understanding**
21 **why the consumer price index excludes food and energy costs?**

22 A. No.

23 Q. **Isn't it because they are volatile and subject**
24 **to price shocks that cannot be damped through the monetary**
25 **policy?**

1 MR. KEEVIL: Objection, asked and answered.
2 He just said he didn't know.

3 JUDGE BUSHMANN: Sustained.

4 BY MR. ZOBRI ST:

5 Q. Why is there a version of the CPI that
6 includes food and energy prices?

7 A. I don't know.

8 Q. Did you do any research in preparing your
9 testimony about the volatility or the fluctuation of coal
10 prices as to how they should be measured in terms of
11 fluctuation, what -- what is an acceptable level of
12 volatility and what is not?

13 A. No.

14 Q. Let me move on to Southwest Power Pool cost,
15 if I can.

16 A. Yes.

17 Q. In this case, as I think you're aware, the
18 Company is attempting to have four categories of SPP costs be
19 included in the fuel adjustment clause; correct?

20 A. I believe there's four, yes.

21 Q. Okay. And those are costs that SPP assesses
22 under Schedule 1, Schedule 1-A, Schedule 11, and Schedule 12;
23 correct?

24 A. Correct.

25 Q. Okay. And you discuss those schedules in your

1 **testimony; correct?**

2 A. I do.

3 **Q. And are you familiar with what those schedules**
4 **look like --**

5 A. Yes.

6 **Q. -- as promulgated by SPP?**

7 A. Yes.

8 MR. ZOBRI ST: Judge, if I may, I'm going to
9 ask the court reporter to mark each of those schedules and
10 enter them into the record so that we have them. May I have
11 an exhibit number, Judge.

12 JUDGE BUSHMANN: 155.

13 BY MR. ZOBRI ST:

14 **Q. Mr. Eaves, I'm going to ask the court reporter**
15 **to mark as Exhibit 155 Schedule 1.**

16 **(Exhibit Number 155 was marked for**
17 **identification by the court reporter.)**

18 BY MR. ZOBRI ST:

19 **Q. Mr. Eaves, do you have Exhibit 155 before you.**

20 **Q. Did you hear my question, sir?**

21 A. No, I'm sorry.

22 **Q. Do you have Exhibit 155 which depicts**
23 **Schedule 1 before you?**

24 A. Yes, I do.

25 MR. ZOBRI ST: Your Honor, I move the admission

1 of 155.

2 JUDGE BUSHMANN: Any objections?

3 MR. KEEVIL: Yeah, I object. I don't think
4 it's been identified or foundation laid for it.

5 JUDGE BUSHMANN: I agree, but I'll allow
6 Mr. Zobrist.

7 BY MR. ZOBRI ST:

8 Q. I'm sorry, I thought you said you were
9 familiar with.

10 A. I have read them and I am familiar with them,
11 yes.

12 Q. And they are discussed in your rebuttal and
13 surrebuttal testimony; correct?

14 A. Yes.

15 Q. Okay. And portions of them are discussed in
16 Exhibit 200, the Staff report; is that correct?

17 A. I believe it was in the report, yes.

18 Q. And they're also discussed in Exhibit 202, the
19 class cost of service report?

20 A. Without checking, I'm going to say yes.

21 MR. ZOBRI ST: Judge, I offer Exhibit 155.

22 MR. KEEVIL: Again, all those questions
23 doesn't mean Exhibit 155 is what he just said it was. I
24 mean...

25 JUDGE BUSHMANN: I'd agree, you haven't asked

1 that question yet.

2 BY MR. ZOBRI ST:

3 **Q. Is Exhibit 155 Schedule 1 promulgated by**
4 **Southwest Power Pool to the best of your knowledge?**

5 A. I thought it was much larger, but this may be
6 all.

7 MR. ZOBRI ST: Judge, I offer Exhibit 155.

8 JUDGE BUSHMANN: Any objections now?

9 MR. POSTON: Judge, I'll object. I don't
10 think he's really confirmed this is what it is. He thinks
11 it's something different.

12 MR. ZOBRI ST: That's not what he said, Judge.

13 MR. POSTON: Much larger.

14 MR. ZOBRI ST: At the top, it states Southwest
15 Power Pool Open Access Transmission Tariff Staff Revised
16 Volume Number 1. This is also a federal tariff of which I
17 believe Commission may take official notice.

18 JUDGE BUSHMANN: Well, I think his
19 identification is sufficient. I'll overrule the objections
20 and admit Exhibit 155.

21 (KCPL Exhibit Number 155 was received into
22 evidence by Judge Bushmann.)

23 BY MR. ZOBRI ST:

24 **Q. Mr. Eaves, I'm going to ask the court reporter**
25 **to mark as Exhibit 156 Schedule 1-A.**

1 **(Exhibit Number 156 was marked for**
2 **identification by the court reporter.)**

3 BY MR. ZOBRI ST:

4 **Q. Mr. Eaves, I've handed you what's been marked**
5 **as Exhibit 156, a two-page document that is entitled**
6 **Schedule 1-A tariff. At the top it indicates it's part of**
7 **the Southwest Power Pool Open Access Sixth Revised Volume**
8 **Number 1. Is that what it appears to be?**

9 A. I think it's a portion of the tariff.

10 **Q. Is it a portion of Schedule 1-A or is it the**
11 **entirety of schedule 1-A?**

12 A. Don't know.

13 **Q. Okay. But this is a part of Schedule 1-A, as**
14 **far as you know?**

15 A. As far as I know, yes.

16 MR. ZOBRI ST: Judge, I offer Exhibit 156.

17 JUDGE BUSHMANN: Objections? It will be
18 received into the record.

19 (KCPL Exhibit Number 156 was received into
20 evidence by Judge Bushmann.)

21 MR. ZOBRI ST: Judge, I'm going to ask the
22 court reporter to mark exhibit -- as Exhibit 157 Schedule 11
23 to the Southwest Power Pool Open Access Transmission Tariff.

24 (KCPL Exhibit Number 157 was marked for
25 identification by the court reporter.)

1 BY MR. ZOBRI ST:

2 Q. Mr. Eaves, do you have before you what the
3 court reporter has marked as Exhibit 157, which purports to
4 be Schedule 11, the base plan zonal charge and region-wide
5 charge promulgated by Southwest Power Pool?

6 A. Yes, again, it's only a portion of Schedule
7 11. Schedule 11's, my recollection, around 2,600 pages,
8 so...

9 Q. Well, is this -- is this the portion of
10 Schedule 11 that relates to the summary of the charges that
11 are contained within those -- within the schedule?

12 A. It's some type of a summary, yes.

13 MR. ZOBRI ST: Judge, I offer Exhibit 157.

14 JUDGE BUSHMANN: Objections?

15 MR. KEEVIL: I mean, if this is simply a
16 summary, I do object. We don't know what's contained in the
17 -- in the full document or -- I mean, if -- I don't think
18 sufficient foundation's been laid. I don't think it's proper
19 representation of Schedule 11, if it's simply a summary
20 document of Schedule 11.

21 JUDGE BUSHMANN: Well, the witness testified
22 he thought it was a portion of it, so I'll overrule it and
23 receive it into the record.

24 (KCPL Exhibit Number 157 was received into
25 evidence by Judge Bushmann.)

1 MR. ZOBRI ST: And then finally, I'm going to
2 ask the court reporter to mark as Exhibit 158 the Schedule 12
3 FERC assessment charge.

4 (KCPL Exhibit Number 158 was marked for
5 identification by the court reporter.)

6 BY MR. ZOBRI ST:

7 Q. Mr. Eaves, do you have a copy before you what
8 the court reporter has marked as Exhibit 158?

9 A. Yes, I do.

10 Q. And is that Schedule 12, the FERC assessment
11 charge promulgated as part of the Southwest Power Pool Open
12 Access Transmission Tariff?

13 A. Yes, pages 38 and 39 of that tariff.

14 MR. ZOBRI ST: And Judge, I offer Exhibit 158.

15 JUDGE BUSHMANN: Any objections? That will be
16 received into the record.

17 (KCPL Exhibit Number 158 was received into
18 evidence by Judge Bushmann.)

19 BY MR. ZOBRI ST:

20 Q. Now Mr. Eaves, with regard to Schedule 1, and
21 that I think's exhibit -- is it 156?

22 A. 155.

23 Q. 155. That relates to scheduling system
24 control and dispatch services; correct?

25 A. Yes.

1 **Q. And would you agree that under the SPP tariff,**
2 **this service is required to move power through, out of, or**
3 **within the Southwest Power Pool footprint?**

4 A. Yes.

5 **Q. And this is assessed on a firm and a non-firm**
6 **point-to-point basis as well as on what is known as network**
7 **integration transmission service?**

8 A. Yes.

9 **Q. Now, am I correct that Staff does not seek to**
10 **exclude these costs because they are needed by KCP&L to buy**
11 **and sell energy to meet the needs of its customers?**

12 MR. KEEVIL: I'm going to object just briefly
13 to the form of the question. He said Staff seeked to
14 exclude. I don't know whether he's talking about from the
15 fuel clause, from the base rates, or exclude from where.

16 JUDGE BUSHMANN: Want to rephrase your
17 question?

18 MR. ZOBRI ST: Sure.

19 BY MR. ZOBRI ST:

20 **Q. My understanding is that Staff opposes -- does**
21 **not oppose -- if a fuel adjustment clause is granted, that it**
22 **does not oppose Schedule 1 costs from being included in the**
23 **fuel clause because these charges are needed for KCP&L to buy**
24 **and sell energy to meet the needs of its customers?**

25 A. I think that's fair to say, yes.

1 Q. Now, let me ask you to turn, if you would,
2 please, to Schedule 1-A.

3 JUDGE BUSHMANN: What exhibit number is that?
4 BY MR. ZOBRI ST:

5 Q. And that's Exhibit Number 156; is that
6 correct?

7 A. Yes.

8 Q. Now, you've stated in the class cost of
9 service report, as I understand it, that Staff opposes these
10 charges under this schedule being included in a fuel
11 adjustment clause because it has not been included with other
12 utilities' fuel adjustment clause; correct?

13 A. That's correct.

14 Q. But isn't it true that if you don't pay the
15 costs under Schedule 1-A, you don't get the SPP services that
16 are rendered pursuant to the -- to Schedule 1; correct?

17 A. I'm not sure what the ramifications are if
18 KCP&L didn't pay SPP what their billing practices would be.
19 Would they shut them off at the node? I'm not sure what
20 would happen.

21 Q. So although you recommended the inclusion of
22 certain charges if an FAC is granted and the exclusion of
23 other charges if it's not, you haven't investigated what the
24 consequences would be if KCP&L refused to pay the charges
25 that you didn't think should be in the FAC?

1 A. I think KCP&L has an obligation to pay the SPP
2 costs regardless to what their costs recovery would be, so
3 no.

4 **Q. You really haven't looked into that?**

5 A. No reason to.

6 **Q. Okay. Now let me ask you --**

7 MR. ZOBRI ST: Judge, I know we're a little
8 after noon. If I can have him identify two other schedules
9 and I'd be willing to break.

10 JUDGE BUSHMANN: Do you have a lot more cross
11 to go?

12 MR. ZOBRI ST: Yeah, I'm afraid I do.

13 JUDGE BUSHMANN: Okay. Go ahead.

14 BY MR. ZOBRI ST:

15 **Q. Let me ask you to identify, if you would,**
16 **Exhibit 157, Schedule 11?**

17 A. Yes.

18 **Q. Now, am I correct that Schedule 11 is the**
19 **schedule under which SPP charges KCP&L with regard to the**
20 **transmission system operates that we've been talking about**
21 **here for the last couple of days?**

22 A. Yes.

23 **Q. And so these are the multi-million dollar**
24 **transmission improvements that are going on all over the**
25 **Southwest Power Pool; correct?**

1 A. Yes.

2 Q. Okay. And these costs are allocated both
3 zonally, meaning more locally, and they are allocated
4 regionally depending on the level of the transmission
5 facility that we're talking about that's been constructed?

6 A. There's allocation methodologies in place in
7 order to allocate the costs in revenues to the various
8 participants in SPP.

9 Q. And again, these are the costs that relate to
10 the multi-million dollar priority projects and the other
11 baseline reliability and economic projects; correct?

12 A. That's my understanding, yes.

13 Q. And then finally, Schedule 12 is the FERC
14 assessment which Staff opposes; correct?

15 A. Yes.

16 Q. Okay. Now, with regard to Schedule 11, as I
17 understand it, Staff has modified its position in light of
18 the Commission's decision in the Ameren Missouri case in
19 April and will recommend some portion of Schedule 11 costs in
20 a fuel adjustment clause if it's approved by the Commission?

21 A. That's correct.

22 Q. And when will we receive that number? On
23 true-up or when do you think?

24 A. I'm not sure. Whenever we're able to get the
25 numbers from KCP&L.

1 MR. ZOBRI ST: Judge, I have got a series of
2 more questions on Schedule 11, so this is a good breaking
3 point for me.

4 JUDGE BUSHMANN: Why don't we take a lunch
5 break. We'll be in recess until one o'clock.

6 (A break was held.)

7 JUDGE BUSHMANN: Let's go back on the record.
8 We left off, Mr. Zobrist was conducting cross. You may
9 continue.

10 MR. ZOBRI ST: Thank you, Judge.

11 BY MR. ZOBRI ST:

12 Q. Mr. Eaves, would you turn to Exhibit 155,
13 which is the SPP Schedule 1.

14 A. Yes, I'm there.

15 Q. Okay. Now, in class cost of service report,
16 you refer to a number of FERC accounts generally. Do you
17 recall that?

18 A. As in related to Schedule 1?

19 Q. As in related to a number of the SPP schedules
20 and other issues.

21 A. Yes.

22 Q. And you're generally familiar with the FERC
23 Uniform System of Accounts?

24 A. Yes.

25 Q. Let me hand you some excerpts that I've marked

1 -- pardon me, that I've copied from the Uniform System
2 accounts and I've got a couple of questions related to some
3 of the schedules, including Schedule 1 and Schedule 11.

4 (Exhibit Number 159 was marked for
5 identification by the court reporter.)

6 BY MR. ZOBRI ST:

7 Q. Do you have a copy of Exhibit 159 before you,
8 Mr. Eaves?

9 A. Yes.

10 Q. And are these pages from the Code of Federal
11 Regulations that contain the Uniform System of Accounts?

12 A. They are, but I'm not sure which version it
13 comes from. There are various versions out there. And when
14 I say versions, publication dates or revised dates or
15 whatever they're entitled. I don't know, but yes.

16 Q. This, if you look at, I think it's the third
17 page, make it the fourth page, I took this from the April 11,
18 2011, edition.

19 A. At the bottom, does it say 492?

20 Q. Correct.

21 A. Okay. I'm there.

22 MR. ZOBRI ST: And Judge, I'd offer Exhibit 159
23 at this time.

24 JUDGE BUSHMANN: Any objections?

25 MR. KEEVIL: Where is the date, Karl?

1 MR. ZOBRI ST: I think it's on page 492.

2 MR. POSTON: Where is that?

3 MR. KEEVIL: Top right corner.

4 MR. ZOBRI ST: I think it's the top right of
5 the fourth page.

6 MR. POSTON: Oh, 411.

7 JUDGE BUSHMANN: I'm not hearing any
8 objection, so I'll receive it into the record.

9 (KCPL Exhibit Number 159 was received into the
10 record by Judge Bushmann.)

11 BY MR. ZOBRI ST:

12 Q. Mr. Eaves, would you turn to account number
13 561.4, which relates to scheduling system control and
14 dispatching services. It's found about five pages in, four
15 or five pages in. At the bottom, it says page 493 of the CFR
16 citation.

17 A. I'm there.

18 Q. Okay. Is FERC Account 561.4 the account to
19 which charges under Schedule 1, Exhibit 155, would be booked?

20 A. Yes, I think that's the appropriate account.
21 There is some flexibility of user's discretion on where they
22 book the costs. They may have a different reason for using a
23 different account, but I would suspect the nature of these
24 Schedule 1 costs could certainly be booked to 561.4.

25 Q. Is it Staff's position that amounts that are

1 **booked to FERC Account 561.4, if the Commission authorizes a**
2 **fuel adjustment clause, would be appropriate for collection**
3 **under such a clause?**

4 A. It may take some discussion with the Company
5 to understand exactly where the costs are being placed, but
6 just for this purpose, I would suspect that Schedule 1 costs
7 would be in 561.4.

8 Q. **And am I also correct that there might be some**
9 **other costs that SPP could allocate into this account as**
10 **scheduling system control and dispatching services?**

11 A. I think that's where the mystery lies is that
12 you're looking at a third party that bills KCP&L costs and so
13 yes, there could be a myriad of costs that that falls under
14 Schedule 1 that could be booked to this account.

15 Q. **And my question is: Whatever is booked into**
16 **561.4, are those costs generally viewed by Staff as**
17 **appropriate for collection in a fuel adjustment clause?**

18 A. I don't know I can make that determination.

19 Q. **Okay. Now, turning to Schedule 11, which is**
20 **Exhibit 157, I think as we said before the break, these are**
21 **the costs that reflect the upgrades to the transmission**
22 **system; is that correct?**

23 A. Yes.

24 Q. **And are these the costs that are booked to**
25 **FERC Account 565, which is found toward the end of**

1 **Exhibit 159 on the page that bears number 495 at the bottom?**

2 A. 565 is the FERC account where transmission of
3 electricity by others would -- would reside. And if
4 Schedule 11, if KCP&L says that Schedule 11 charges are of
5 that nature, they probably book them in 565.

6 **Q. As I recall, that's what Mr. Bresette said in**
7 **his rebuttal or surrebuttal; correct?**

8 A. I don't know.

9 **Q. Is it your understanding that KCP&L books**
10 **these costs in account number 565 because that's what the**
11 **Uniform System of Accounts either directs or SPP recommends**
12 **Schedule 11 costs be recorded in?**

13 A. That would be the first account I'd look at.

14 **Q. Did you do that in this case, to confirm that?**

15 A. Yes.

16 **Q. And is it true that KCP&L, when it purchases**
17 **power to serve its load, regardless of whether its units are**
18 **offline or online and running up to their maximum, KCP&L is**
19 **scheduled -- is charged fees by SPP under Schedule 11,**
20 **whether its units are online or offline?**

21 A. One more time.

22 **Q. Okay. Am I correct that KCP&L is charged**
23 **under Schedule 11 when it purchases power to serve its load,**
24 **regardless of whether its units are offline or online?**

25 A. Yes.

1 **Q. And is it fair to say that KCP&L is charged**
2 **because its load is using the transmission system of SPP and**
3 **therefore incurs these charges under Schedule 11?**

4 A. I'm not sure.

5 **Q. What are you not sure about in my question?**

6 A. Your question, I'm not sure that if KCP&L in a
7 hypothetical didn't take any power at all for whatever
8 reason, that would there be a share of Schedule 11 charges
9 allocated to them anyway, and I think that would be yes. But
10 I'm not sure of the methodology that SPP uses in order to
11 assign those charges to the various participants in SPP.

12 **Q. Well, let's look at the opposite side. Is it**
13 **fair to say that because KCP&L's load is using the SPP**
14 **transmission system, KCP&L is charged under Schedule 11?**

15 A. What I know is KCP&L is charged SPP
16 Schedule 11 charges. And why they're charged that, I think
17 it's a deeper issue than exactly how that SPP apportions the
18 charges.

19 **Q. Okay. Well I'm not talking about the**
20 **apportionment. I'm just saying SPP is charged under**
21 **Schedule 11 for these transmission upgrades because it's a**
22 **member of the SPP and it uses the SPP transmission system?**

23 A. That's fair to say, yes.

24 **Q. Now, on the Staff report -- in the Staff**
25 **report on page 199, if you turn there, sir. You stated on**

1 page 20 that SPP's Schedule 11 costs were known and
2 measurable. Do you see that, sir?

3 A. Yes.

4 Q. Now, Mr. Carlson in his rebuttal took issue
5 with that and he called them projected and expected. Would
6 you generally agree with that characterization?

7 A. Yes.

8 Q. And is it fair to say that on the chart of
9 Schedule 11 costs, that Mr. Carlson had in his rebuttal at
10 page 80, if you remember the transmission actual costs and
11 then the projections over the years, you didn't --

12 A. I don't have that in front of me, so...

13 Q. Do you remember that chart generally?

14 A. Yes, but I can't go any further than that on
15 the details.

16 Q. I'm not going to go into the details, but my
17 question is: Did you disagree with any of those projections
18 or actual costs that you listed in that chart when you filed
19 surrebuttal?

20 A. I didn't disagree or agree. I took no
21 position on his chart.

22 Q. Do you remember the variances in the actual
23 costs in the right-hand column?

24 A. No.

25 Q. Do you remember that there were costs that

1 were listed there?

2 A. No. I'd have to see the charts.

3 Q. You didn't disagree with any of the figures in
4 the chart; correct?

5 A. I didn't take a position on it one way or the
6 other.

7 Q. Okay. Let me move on to another topic,
8 Mr. Eaves, on the 155. Are you familiar with that issue?

9 A. Certainly.

10 Q. Now, isn't it true that in most American
11 jurisdictions, public utilities are allowed to recover 100
12 percent of their prudently incurred costs?

13 A. I don't know that.

14 Q. Is it true that typically, prudent costs are
15 allowed in rates 100 percent?

16 A. Under traditional rate-making?

17 Q. Yes.

18 A. I think that's a fair statement, yes.

19 Q. And the opposite point is that if a cost is
20 found to have been imprudent, then the utility can't recover
21 those costs; correct?

22 A. I don't know that.

23 Q. If an expense incurred by a utility, which it
24 either proposes to charge or has charged ratepayers is found
25 to be imprudent, what does the Commission usually do in such

1 a case?

2 A. I'm not sure. I guess if there's a vehicle
3 for the Commission to take action, then the Commission would
4 have to take action under that. But it depends on the
5 circumstances. A rate case -- prudency may or may not come
6 up in a rate case, but we've talked a lot about prudency with
7 these fuel adjustment clauses and some of the other
8 non-typical rate-making vehicles that we've been discussing.

9 So what occurs in a rate case is different
10 than what -- at least in Missouri. I'm going to limit my
11 scope of knowledge to Missouri -- is different than what
12 occurs under an FAC scenario or some of the other scenarios.

13 **Q. In traditional rate-making in this state, if a**
14 **company comes in with a rate case and seeks to recover a**
15 **certain expense and it is found to have been imprudent, the**
16 **Commission will disallow that expense in rates; correct?**

17 A. There's an adjustment made. I would make the
18 case that the Company's already collected that under
19 traditional rate making in rates that was set. Now, there
20 may be an adjustment going forward in future rates that would
21 recognize the imprudency of the action and the Company could
22 no longer collect that.

23 **Q. Would you agree that the threat of a**
24 **disallowance is an incentive to a utility to manage its costs**
25 **appropriately and prudently?**

1 A. One more time on the question.

2 Q. Do you agree that the threat of a disallowance
3 is an incentive to a utility to manage its costs
4 appropriately and prudently?

5 A. I would hope so. I don't know that for a
6 fact. I would hope that would fall within their thinking.

7 Q. Well, it would make sense that if you go out
8 and spend money and you do it prudently, you would expect to
9 recover. And if the Commission finds that it was imprudent
10 and you're not allowed to recover, that's not a good thing;
11 right?

12 A. Well, I think the difficulty I have as an
13 auditor and the kind of person that has been in the past
14 responsible for looking at the prudence standard is that that
15 risk has shifted from the Company has to -- in a rate case,
16 it's up to the Company to prove that what they've done is
17 prudent. Under an FAC scenario, now it is Staff's position
18 -- or responsibility to prove that. So I don't know.

19 Q. I'm not asking you about an FAC.

20 A. Okay.

21 Q. I'm asking you about traditional regulation.

22 A. Okay.

23 Q. So my question is: Would you agree that the
24 threat of a disallowance is an incentive that a utility like
25 KCP&L has to manage its costs appropriately and prudently?

1 A. Again, I hope it is. I don't know that for a
2 fact. I would assume that it is if rate-making, everything
3 else being equal, I would assume that, yes.

4 **Q. Now, under the fuel adjustment clause statute,**
5 **386.266, if a prudence review occurs and the cost is found to**
6 **be imprudent, there is an adjustment, a refund, if you will,**
7 **to customers plus interest; correct?**

8 A. Only if the Commission finds that the action
9 was imprudent and then if it goes on to higher courts, the
10 Company and other parties have remedies to the Commission's
11 decision. So at some point in time, possibly the customers
12 would see an adjustment. I don't know that we use the term
13 "refund" because they don't directly get the -- you don't see
14 a line item on the bill that says the Company was imprudent,
15 here's your dollar back. It just gets mixed into other
16 costs.

17 **Q. Well, you would see a reduction by virtue of**
18 **that?**

19 A. Not necessarily on a customer's bill. The
20 adjustment could be minor that would not offset other
21 increases that occurred during that period.

22 **Q. I'm just trying to say if there was an**
23 **adjustment by virtue of prudence review, it lowers the cost,**
24 **whether it's net or gross, and the Company then has to pay**
25 **short-term interest on that adjustment; correct?**

1 A. Yes. Some type of short-term interest.
2 However, that particular component is calculated, whether
3 it's short-term interest, or AFDDC or some other, but a
4 recognition of interest.

5 **Q. Now, regarding the fuel adjustment clause in**
6 **this state, the utility of that fuel adjustment clause**
7 **operate under the 95/5 sharing mechanism; correct?**

8 A. Yes.

9 **Q. Would you agree that most utilities in the**
10 **United States do not have such a sharing agreement?**

11 A. No.

12 **Q. Most of them do have such a sharing agreement?**

13 A. I don't know what they have.

14 **Q. Okay. Mr. Eaves, when did you join the**
15 **Commission Staff?**

16 A. 2001.

17 **Q. Have you seen an increase in prudent fuel or**
18 **purchase power expenses since 386.266 was passed?**

19 A. I have no idea.

20 **Q. Okay. Now, under KCP&L's proposal, customers**
21 **would be charged 100 percent of the prudently incurred fuel**
22 **and purchase power costs but would also receive 100 percent**
23 **of any fuel cost reductions; is that true?**

24 A. Yes.

25 **Q. And finally, with regard to the tariff**

1 requirements, in the Staff report at page 200 in Section 4,
2 you have stated that KCP&L has complied with the filing
3 requirements contained in the Commission's regulations
4 regarding the fuel adjustment clause; correct?

5 A. Yes. There's a laundry list of compliance
6 filings, filings requirements and from my review, it seems
7 that they have met that.

8 Q. Thank you.

9 MR. ZOBRIST: Nothing further, Judge.

10 JUDGE BUSHMANN: Any questions from
11 Commi ssi oners?

12 CHAIRMAN KENNEY: No questions, thank you.

13 COMMI SSIONER STOLL: No questions, thank you.

14 COMMI SSIONER KENNEY: No questions, thank you.

15 JUDGE BUSHMANN: Commi ssi oner Hall?

16 COMMI SSIONER HALL: Thank you. I just have
17 one or two.

18 BY COMMI SSIONER KENNEY:

19 Q. On page 5 of your surrebuttal at the bottom,
20 after the highly confidential information, lines 21 through
21 23, you say that Staff is not able to calculate a recommended
22 level of transmission expense to be included in the -- in a
23 FAC for KCP&L as provided in the Ameren Missouri Order at
24 this time. Is that still the case?

25 A. Yes, sir.

1 **Q. And what information will -- well, what**
2 **information would you need in order to make that calculation?**

3 A. Staff has issued a data request to the
4 Company, and I apologize, I don't remember exactly which one
5 it is, but it's in the 400 range, asking for that specific
6 information that the Staff would need in order to complete
7 that and the Company said that they didn't maintain that
8 information, I believe it was the response, at that level
9 that would allow us to calculate that percentage.

10 And I have not attempted -- I don't know if I
11 would be the person attempting to do that. It would probably
12 be a team of people, Staff people to do that. And I'm not
13 exactly clear all of the information that we may need. There
14 may be some engineering information needed besides just
15 financial information.

16 **Q. Is there a question in your mind as to whether**
17 **or not that number could be arrived at with certainty?**

18 A. I think number can certainly be derived at and
19 I think one of the witnesses, James Dauphinais, I think he's
20 attempted to provide that in his testimony.

21 **Q. Have you read his testimony on that issue?**

22 A. I have.

23 **Q. And do you have an opinion as to whether it's**
24 **reasonable, close?**

25 A. Seems reasonable.

1 **Q. Okay. Thank you.**

2 JUDGE BUSHMANN: Any cross based on Commission
3 questions? Public counsel.

4 MR. POSTON: No questions.

5 JUDGE BUSHMANN: MIEC.

6 REXCROSS-EXAMINATION

7 QUESTIONS BY MR. DOWNEY:

8 **Q. Good afternoon.**

9 A. Good afternoon.

10 **Q. Are you familiar with the method**
11 **Mr. Dauphinais used in the last Ameren Missouri rate case to**
12 **make this calculation?**

13 A. I have reviewed it on a high level. I haven't
14 attempted to duplicate his calculations, but I have reviewed
15 it and I do understand it. I have to have it in front of me.
16 It's quite the calculation, so I understand. Do you know
17 whether it was the same methodology he used in this case --
18 let me start over.

19 Is the methodology he used in this case the
20 same methodology he used in the last Ameren rate case?

21 A. It appeared to be, yes.

22 **Q. Okay. Thank you.**

23 JUDGE BUSHMANN: KCP&L.

24 MR. ZOBRI ST: Nothing further, Judge.

25 JUDGE BUSHMANN: Redirect.

REDIRECT EXAMINATION

1
2 QUESTIONS BY MR. KEEVIL:

3 Q. Very quickly. Working backward regarding this
4 calculation of the recommended level of transmission expense
5 to include in a FAC if KCP&L gets one. You mentioned in your
6 responses to Commissioner Hall that Staff had submitted some
7 data requests. I believe you said they were in the 400
8 range, but if I could direct your attention to higher up on
9 that same page in your surrebuttal, page 5, it references
10 data request 561 and 562, which were submitted to Staff.
11 Would those be the data requests that you were referring to?

12 A. Yes. Thank you.

13 Q. Okay,

14 A. There's more in a case than I thought, so...

15 Q. Let's see, Mr. Zobrist asked you some
16 questions about page 200 of the Staff cost of service report
17 where you reference FAC filing requirements. Lines 7 through
18 14 on page 200 of the cost of service report. Just to be
19 clear, those filing requirements which are referenced on
20 page 200, those are -- are those -- let me ask you this: Are
21 those the same as those additional reporting requirements
22 that you requested KCP&L be ordered to provide in this case?

23 A. No.

24 Q. Okay. And is it your understanding that in
25 regard to those additional reporting requirements that KCP&L

1 **has subsequently agreed to provide them to Staff?**

2 A. Yes.

3 **Q. Okay. Mr. Zobrist also asked you several**
4 **questions about transmission costs and specifically in regard**
5 **to those SPP schedules that he handed you. And I did not**
6 **hear any discussion of transmission revenues. But in your**
7 **opinion, would there be a connection between the transmission**
8 **revenues and the transmission costs?**

9 A. Yes.

10 **Q. And what would that connection be?**

11 A. My understanding is when these projects are
12 proposed and scheduled to be billed is that there's going to
13 be users of those transmission lines and there should be a
14 revenue associated or there is revenue associated with the
15 use of those lines. So we've been talking a lot about the
16 cost of these projects, but we haven't talked very much
17 about, or if any, about the revenue that -- that these
18 projects generate. So, you know, I think that's a little
19 lost under the Ameren decision. In my understanding of the
20 Empire decision, those revenues are specifically excluded
21 from recovery or flowing through the FAC and that would stay
22 in permanent rates or under the rate case scenario. So as
23 those revenues increase, the Company gets the benefit of 100
24 percent of those.

25 **Q. Do you have -- on regard to the transmission**

1 revenues, do you have an opinion on whether they should or
2 should not be included in fuel clause and assuming the
3 transmission costs are included in the fuel clause?

4 A. Whether or not it meets the legal precedent or
5 not, and I'm not an attorney, but on a rate-making, I think
6 it's more than appropriate to match costs and revenues,
7 either under the FAC or in a general rate case.

8 Q. There was also quite a bit of questioning from
9 Mr. Zobrist regarding, to use his term, excluding your
10 proposals to exclude certain costs from the FAC. Do you
11 remember those?

12 A. Yes.

13 Q. Assuming that the costs are excluded from
14 being allowed to flow through any FAC that KCP&L might
15 receive, does that mean that they are excluded from the base
16 revenue requirement?

17 A. No.

18 Q. And what is your understanding regarding the
19 base revenue requirement as regards to the fuel clause -- or
20 the costs to be flowed through the fuel clause?

21 A. Well, there is a base fuel cost that customers
22 pay under the FAC scenario. What the FAC does is just track
23 any changes that occur from that base. So -- so the costs
24 are being, you know, transmission cost, let's say Schedule 11
25 transmission cost, customers are paying for those costs

1 currently in their rates.

2 **Q. So if it's excluded from the fuel clause,**
3 **hypothetically, the Company could still be recovering those**
4 **costs in its base rates?**

5 A. They may be recovering above, if those -- if
6 the level of costs decrease after the rates have been set,
7 then they would over-recover those -- those specific costs.

8 **Q. Thank you.**

9 MR. KEEVIL: I think that's all, Judge.

10 JUDGE BUSHMANN: Thank you, Mr. Eaves. You
11 may step down.

12 MR. KEEVIL: Judge, Staff's next witness would
13 be Alan Bax. I might mention Mr. Bax has only addressed the
14 voltage-level adjustment sub issue in the fuel clause, so it's
15 a much more narrow issue than Mr. Eaves.

16 (ALAN BAX, having been first sworn by Judge
17 Bushmann, testified as follows:)

18 DIRECT EXAMINATION

19 QUESTIONS BY MR. KEEVIL:

20 **Q. Would you state your name for the record, sir?**

21 A. Yes, first name Alan, A-l-a-n, last name Bax,
22 B-a-x.

23 **Q. And Mr. Bax -- excuse me, by whom are you**
24 **employed?**

25 A. I'm employed on the Staff of the Missouri

1 Public Service Commission.

2 Q. And what's your position?

3 A. Engineering Specialist III.

4 Q. Did you contribute to the Staff's revenue
5 requirement cost of service report, which has been marked as
6 Exhibit Number 200?

7 A. Yes.

8 Q. And I don't remember, did you also contribute
9 to the cost of service -- the rate design report?

10 A. No, I did not.

11 Q. Okay. Did you also cause to be prepared and
12 filed in this case rebuttal and surrebuttal testimony which
13 has been marked respectively 204 and 205?

14 A. Yes.

15 Q. Do you have any corrections you need to make
16 either to your portion of the Staff report or to either of
17 your pieces of testimony?

18 A. No.

19 Q. Are the statements in the Staff report in your
20 section, correct, to the best your knowledge?

21 A. Yes.

22 Q. And are the -- if I -- regarding your
23 testimony, if I asked you the questions contained in your
24 testimony, would your answers today be substantially the
25 same?

1 A. Yes.

2 MR. KEEVIL: Judge, with that, I would offer
3 Exhibit 204 and Exhibit 205 and I guess that's all the
4 exhibits I can offer at this point.

5 JUDGE BUSHMANN: Any objections to those
6 exhibits? Hearing none, they're received into the record.

7 (KCPL Exhibit Numbers 204 and 205 were
8 received into evidence by Judge Bushmann.)

9 MR. KEEVIL: Thank you, Judge. I would tender
10 the witness on cross on the issue of voltage-level adjustment
11 fuel clause.

12 JUDGE BUSHMANN: First cross would be by
13 Public Counsel.

14 MR. POSTON: No questions.

15 JUDGE BUSHMANN: MIEC.

16 MR. DOWNEY: No questions.

17 JUDGE BUSHMANN: Kansas City Power & Light.

18 MR. STEINER: No questions.

19 JUDGE BUSHMANN: Any questions from
20 Commi ssi oners?

21 CHAIRMAN KENNEY: No questions. Thank you,
22 Mr. Bax.

23 COMMI SSI ONER STOLL: No questions.

24 COMMI SSI ONER KENNEY: No questions, thank you.

25 COMMI SSI ONER HALL: I have no questions.

1 JUDGE BUSHMANN: No need for recross. There's
2 been no cross, so there's no need for direct. You may step
3 down.

4 THE WITNESS: Thank you.

5 MR. KEEVIL: Staff's next witness is Karen
6 Lyons.

7 (KAREN LYONS, having been first sworn by Judge
8 Bushmann, testified as follows:)

9 DIRECT EXAMINATION

10 QUESTIONS BY MR. KEEVIL:

11 Q. Would you state your name for the record,
12 please?

13 A. Karen Lyons.

14 Q. By whom are you employed?

15 A. I'm with the Staff for the Missouri Public
16 Service Commission.

17 Q. And what's your position?

18 A. I am an auditor, regulatory auditor.

19 Q. Okay. Did you contribute to the Staff's
20 revenue requirement report, which has been marked as Exhibit
21 Number 200?

22 A. Yes.

23 Q. But if I'm correct, your contributions to
24 Exhibit 200 were not regarding the transmission tracker
25 issue; is that right?

1 A. Are you referring to the rate design?

2 Q. **No, just the transmission tracker. There was**
3 **transmission expense testimony -- or not testimony, but**
4 **portion in the report but no tracker?**

5 A. That's correct.

6 Q. **Okay. And did you also cause to be prepared**
7 **and filed in this case rebuttal testimony, which has been**
8 **marked Exhibit 222, and surrebuttal testimony, which has been**
9 **marked Exhibit 223, both in NP and HC versions?**

10 A. Yes.

11 Q. **Do you have any corrections to make to any of**
12 **those -- either of those pieces of testimony or to your**
13 **portion of the revenue requirement cost of service report?**

14 A. I do.

15 Q. **All right. What are they?**

16 A. In my surrebuttal testimony, on page 3, line
17 11, towards the end of that sentence, it should say revenue
18 or expense. And again on that same page, line 14, it should
19 say FERC accounts, comma, and events. And then on page 34 of
20 my surrebuttal testimony, on line 12, cutoff date should be
21 deleted or removed.

22 Q. **Anything else?**

23 A. That's it.

24 Q. **Okay. With those corrections, if I were to**
25 **ask you the questions contained in Exhibit Number 222 and**

1 **223, would your answers be the same as contained therein?**

2 A. Yes.

3 **Q. And are the matters set forth in the -- your**
4 **portions of the Staff's revenue requirement cost of service**
5 **report correct to the best of your knowledge?**

6 A. Yes.

7 **Q. Okay.**

8 MR. KEEVIL: Judge, with that, I would offer
9 Exhibit Number 222, which is both NP and HC, and 223, again
10 both NP and HC.

11 JUDGE BUSHMANN: Ms. Lyons is going to testify
12 on other issues, isn't she?

13 MR. KEEVIL: Oh, you're right. I'm sorry,
14 Judge.

15 JUDGE BUSHMANN: Let's hold off on offering
16 them and we'll do that at the very end.

17 MR. KEEVIL: With that, then, I would tender
18 the witness for cross.

19 JUDGE BUSHMANN: First cross would be by
20 Public Counsel.

21 MR. POSTON: No questions.

22 JUDGE BUSHMANN: MIEC.

23 MR. DOWNEY: No questions.

24 JUDGE BUSHMANN: Kansas City Power & Light.
25

CROSS-EXAMINATION

QUESTIONS BY MR. ZOBRI ST:

Q. Good afternoon.

A. Good afternoon.

Q. Let me ask you some questions about trackers in general. Is it correct that the Commission has approved trackers for pensions and other post-employment benefits?

A. Yes.

Q. And it has also approved trackers for off-system sales and for the O & M expenses for Iatan 2 when it first came into service?

A. Yes.

Q. And is it fair to say that trackers, when approved by this Commission, have applied to forward-looking or future events that are then tracked?

A. I would agree with that.

Q. And is it fair to say that the trackers have applied to expenses that are viewed as material or significant?

A. Well, I believe the situation with those particular items that you mention, there were circumstances that surrounded those particular costs. I can't say that Iatan 2 O & M that we knew the significance of those costs when we -- we recommended a tracker for those costs, so I can't confirm that.

1 **Q. In the Iatan 2 case, would it be fair to say**
2 **that those expenses were uncertain and that was one of the**
3 **reasons why a tracker was granted?**

4 A. That's fair.

5 **Q. And materiality or significance can be a**
6 **reason to support a tracker, in your opinion; is that**
7 **correct?**

8 A. I don't believe that that is why we supported
9 the particular trackers in the past. The pensions, they
10 specifically were volatile in the fact that they fluctuated
11 up and down based on the market. The Iatan 2 O & M, like I
12 said, it was not known. It was a brand new power plant and
13 we simply were not aware of the costs and to protect both the
14 ratepayers and the customers, we felt that was in the best
15 interest to establish a tracker.

16 **Q. So trackers can be established when the costs**
17 **that are being examined are variable or fluctuating; correct?**

18 A. I think that is one of the criteria Staff
19 uses.

20 **Q. And on page 3 of your rebuttal, at line 13,**
21 **you state that trackers are used when it's difficult to**
22 **determine a particular level of costs to include in rates;**
23 **correct?**

24 A. What page again?

25 **Q. Page 3, line 13.**

1 A. Yes, that's what it says.

2 Q. **And is it also fair to say that expenses that**
3 **are primarily outside the control of the utility because**
4 **they're imposed by a third party or an external event, that**
5 **can form the basis for the tracker?**

6 A. They can. That can be a scenario, yes.

7 Q. **Now, accounting authority orders focus**
8 **historically on an event that has occurred, that's unusual or**
9 **non-recurring in nature. Is that fair to say?**

10 A. I believe so. I mean, I realize that AAOs in
11 the past, we've used them for ice storms, acts of God, that
12 type of situation. But I'm unsure if that's the only
13 scenario we've only used an AAO.

14 Q. **But typically AAOs are looking backward to an**
15 **event that was not anticipated, that was sudden, that won't**
16 **recur again and that costs are deferred going forward from**
17 **that historical. Isn't that fair to say?**

18 A. I think that's fair, yes.

19 Q. **And in this case, the Company is not**
20 **requesting any accounting authority orders; correct?**

21 A. In this rate case, they're not. They have
22 requested an accounting authority order for transmission.

23 Q. **Right. Well, I'm talking about this case. We**
24 **don't have any AAO requests in this case; correct?**

25 A. That's correct.

1 Q. Now, am I correct that one of the similarities
2 between an AAO and a tracker is that you defer expenses from
3 a current period to a future period?

4 A. Yes.

5 Q. And the determination of recovery for both an
6 AAO and a tracker will occur in a future general rate case?

7 A. Yes.

8 Q. And it's not in a case where the tracker or
9 the AAO is granted; is that correct?

10 A. That's correct.

11 Q. And the effect of a deferral under a tracker
12 is that the expense does not hit the income statement but is
13 deferred to the balance sheet; is that correct?

14 A. Can you repeat again?

15 Q. The effect of a tracker when it's granted is
16 to take those expenses and defer them to the balance sheet?

17 A. Yes.

18 Q. Okay. And this is done pursuant to two FERC
19 accounts, account number 182.3 for regulatory assets and for
20 account 254 for other regulatory liabilities; is that
21 correct?

22 A. I believe that's correct. I did not look up
23 the account -- FERC account numbers.

24 Q. I've got them right here and I'm going to show
25 you. Are you generally familiar with FERC accounts being an

1 **auditor here at the Commission Staff?**

2 A. Yes.

3 (KCPL Exhibit Number 160 was marked for
4 identification by the court reporter.)

5 BY MR. ZOBRI ST:

6 Q. **And Ms. Lyons the court reporter has handed**
7 **you what I've marked as Exhibit 160 and it consists of about**
8 **four pages. The first one setting forth account 182.3, other**
9 **regulatory assets. And then on the second page, account**
10 **number 154, other regulatory liabilities; is that correct?**

11 A. Did you say 154 or 254?

12 Q. **I meant to say 254.**

13 A. Then yes, that's correct.

14 Q. **And then on the third page, at the bottom, in**
15 **the first column where it says number 31, regulatory assets**
16 **and liabilities, do you see that?**

17 A. Yes.

18 Q. **Is that the definition that is referred to on**
19 **the first page of Exhibit 160 when it has a reference of what**
20 **you're supposed to look at under Account 182.3, subpart**
21 **capital A?**

22 A. I believe that's correct.

23 Q. **Okay. And do these look -- do these appear to**
24 **be the accounts that -- or the section of the Uniform System**
25 **of Accounts that you have referred to and that I have**

1 referred to in regard to where expenses that are deferred
2 pursuant to a tracker would be recorded either as regulatory
3 assets or regulatory liabilities?

4 A. I have no reason to -- to dispute that, no.

5 Q. Okay.

6 MR. ZOBRI ST: Judge, I offer Exhibit 160.

7 JUDGE BUSHMANN: Objections? Hearing none,
8 160 is received into the record.

9 (KCPL Exhibit Number 160 was received into
10 evidence by Judge Bushmann.)

11 BY MR. ZOBRI ST:

12 Q. Now, Ms. Lyons, you stated in your rebuttal
13 that a tracker should only be used in situations where costs
14 are difficult or impossible to predict or where there is no
15 historical data on which to base an appropriate level of
16 ongoing costs; is that correct?

17 A. Those are two of the reasons, yes.

18 Q. Okay. And my question is, Mr. Oligschlaeger,
19 who testified yesterday, was speaking of the CIPS cyber
20 security tracker that we've asked for and said that he did
21 not recommend one or at least thought that it ought to be
22 seriously considered because costs are not reasonably
23 certain. So my question to you is: Which is it? Do costs
24 have to be uncertain to get a tracker or do they have to be
25 reasonably certain?

1 A. Well, I believe the cyber security costs,
2 first of all, the Company has been incurring those costs all
3 along. Now, whether or not the Version 5 that the Company
4 refers to has actually occurred or has been implemented in
5 its entirety, that's another situation. But there are actual
6 costs that are in the test year and the update period and
7 again in the true-up period in this case. And based on
8 Staff's analysis, we believe that we can put in a reasonable
9 amount of costs in the case, and therefore, the fact they are
10 not difficult to determine does not apply.

11 **Q. So your position as far as the transmission**
12 **tracker is that if you're going to consider a tracker, those**
13 **costs have to be difficult to predict and appropriate level**
14 **of ongoing costs and for which there's no historical data to**
15 **base a prediction; is that correct?**

16 A. Well, and again, you know, the situation that
17 applies the new Commission rules or the costs are actually
18 volatile.

19 **Q. Now, you agreed in this case, and I'm**
20 **referring to your surrebuttal on page 6, that transmission**
21 **costs for Kansas City Power & Light Company have increased**
22 **over the past several years; correct?**

23 A. Yes.

24 **Q. Now, have you had an opportunity to review**
25 **John Carlson's charts contained in his rebuttal?**

1 A. I read his rebuttal, but I haven't committed
2 his charts to memory.

3 **Q. Okay. Well, my question is: Are you**
4 **generally familiar with the cost increases that he charted on**
5 **page 8 of his rebuttal?**

6 A. Again, I read it. I don't recall exactly the
7 dollar amounts listed in his charts.

8 **Q. Okay. Well, let me quote those for you,**
9 **because it's in evidence. In 2013, he stated that the**
10 **transmission costs were 16.7 million. In 2014, they went up**
11 **to 24.5 million. So about an eight or nine million dollar**
12 **increase. And then in 2015, they're expected to go to 34.1**
13 **million, 2016, 37.5 million, and in 2017, to 42.9 million.**
14 **Do you generally recall that that was in his testimony?**

15 A. I don't recall those numbers, but I can tell
16 you that just those particular numbers, I don't find that
17 those to be accurate for -- are you referring to total
18 transmission?

19 **Q. Transmission costs of the company.**

20 A. Total transmission costs? Then I would have
21 to disagree with that.

22 **Q. Okay. Now, you didn't file any surrebuttal**
23 **disagreeing with those estimates or those costs; correct?**

24 A. Based on the charts that he included?

25 **Q. Correct.**

1 A. Well, again, I don't have his rebuttal
2 testimony up here, so I don't know what costs -- what section
3 of the transmission costs he's referring to. Is he referring
4 to SPP Schedule 1-A fees, is he referring to Schedule 11 fees
5 or is he referring to transmission in total?

6 **Q. Okay. My question to you is: Did you file**
7 **surrebuttal challenging Mr. Carlson's chart on page 8 of his**
8 **rebuttal?**

9 A. I did not.

10 **Q. Okay.**

11 MR. ZOBRI ST: Judge, I have a blow-up of the
12 page of Mr. Carlson's surrebuttal on page 7, but it's already
13 in evidence and it's a small document. 108-A or just show it
14 to the witness and describe it?

15 JUDGE BUSHMANN: You can just show it to the
16 witness. It's already in evidence.

17 BY MR. ZOBRI ST:

18 **Q. Ms. Lyons, I'm going to show you a copy of the**
19 **chart that is in evidence that is at the top of Mr. Carlson's**
20 **surrebuttal at page 7.**

21 **Ms. Lyons, do you recall this chart from**
22 **Mr. Carlson's surrebuttal on page 7?**

23 A. Yes, generally.

24 **Q. And he tracks in this chart Ameren's**
25 **transmission costs and then Kansas City Power & Light's costs**

1 with KCP&L being the blue line and Ameren being the solid red
2 line at the bottom; is that correct?

3 A. Yes.

4 Q. Now, generally based upon your understanding
5 of the expenses that are booked to FERC Account 565, which is
6 in the title of that chart, do you have any basis to disagree
7 with this chart that Mr. Carlson prepared?

8 A. I can't -- I can't speak to Ameren's
9 transmission costs, but -- as far as KCP&L's, I would agree
10 with his chart.

11 Q. Okay. Thank you. Now Ms. Lyons, I just have
12 a couple questions about your reference to the Transource
13 Missouri having received a certificate of convenience of
14 necessity from the Commission and taking over two of the
15 projects, the Iatan/Sibley project and the Nebraska City --
16 no, I just got it wrong. It's -- yeah, Iatan Nashua and
17 Sibley Nebraska. Do you remember your testimony on that? It
18 was around page 10.

19 A. Yes.

20 Q. Now, the point that you were making there is
21 that the Company had an opportunity in your view to mitigate
22 increased transmission expenses by increasing its
23 transmission revenue, if it had agreed to build these
24 projects; correct?

25 A. That's correct.

1 Q. And these projects were transferred to
2 Transource Missouri pursuant to a stipulation and agreement
3 in two cases that ultimately came before the Commission;
4 correct?

5 A. That's correct.

6 Q. And those were in Case Numbers EA-2013-0098
7 and E0-2012-0367. Do you generally recall that?

8 A. Yes.

9 Q. And Staff was a party to the stipulation and
10 agreement that resulted in those two case; correct?

11 A. That's correct.

12 Q. And under the agreement where Transource
13 Missouri has taken over these projects, KCP&L does not bear a
14 hundred percent of the costs to build the project; is that
15 correct?

16 A. Can you -- can you repeat that question?

17 Q. Yeah. Kansas City Power & Light Company,
18 because it has given up its potential rights to build these
19 projects, therefore does not bear a hundred percent of the
20 costs to build the projects?

21 A. That's correct.

22 Q. Okay. And it doesn't bear the risks of design
23 and construction and all the things that go with a major
24 transmission construction project?

25 A. That is correct.

1 **Q. Now, is it also true that when these projects**
2 **come into service, that Kansas City Power & Light and its**
3 **customers will receive the benefits of the projects?**

4 A. I believe they will also receive the expenses
5 for the transmission as well.

6 **Q. On a load ratio share?**

7 A. That's correct, yeah.

8 **Q. Now, who owns Transource Missouri, LLC?**

9 A. Well, to be quite honest with you, I believe
10 that is AEP, but the stipulation that was entered into for
11 Transource was not the -- was not what I was getting at in my
12 testimony. It was just the mere fact that KCP&L made
13 decisions to transfer those assets, and as a result, did not
14 receive or will not receive any of the transmission revenues
15 associated with that decision. It has nothing to do with the
16 fact that Staff entered into a stipulation regarding that
17 case.

18 **Q. Well, you and I may differ on that, but let me**
19 **ask you this: Transource Missouri is a wholly owned**
20 **subsidiary of an entity called Transource Energy, LLC;**
21 **correct?**

22 A. I honestly am not -- I did not review that.

23 **Q. Okay. Well, I'll represent to you that that's**
24 **the case. And to your reference to AEP, that's American**
25 **Electric Power Company?**

1 A. Yes.

2 Q. And am I correct that an AEP affiliate owns
3 86.5 percent of Transource Energy, LLC?

4 A. I do not know that.

5 Q. Okay. Well, do you know that the AEP
6 affiliate owns the vast majority of the Transource entity?

7 A. I have no reason to dispute that, given its
8 size.

9 Q. And the affiliate of KCP&L is actually an
10 affiliate of Great Plains Energy, Incorporated; correct?

11 A. I'm sorry, can you repeat that?

12 Q. Yeah. The affiliate of KCP&L that some of the
13 lawyers have referred to is actually owned by the holding
14 company, Great Plains Energy, Incorporated; isn't that true?

15 A. I believe so, yes.

16 Q. And in other words, it's not owned by Kansas
17 City Power & Light Company?

18 A. That's correct.

19 Q. And am I also correct that in the stipulation
20 and agreement and its amendment that was approved by the
21 Commission on August 7th, 2013, there are some provisions in
22 there that provide credits to the ratepayers of KCP&L and of
23 the KCP&L Greater Missouri Operations Company reflecting the
24 value of those projects as if they had been constructed by
25 those two utilities?

1 A. Again, I'm not addressing the stipulation that
2 was entered into that particular case. I am simply
3 referencing the decision to transfer those assets.

4 **Q. But am I correct that within that stipulation,**
5 **there is a credit mechanism that provides benefits to**
6 **customers of KCP&L and GMO?**

7 A. I'm aware of some protections that were
8 established in that case, but to the detail -- when I say
9 "protections," protections for KCP&L ratepayers and GMO
10 ratepayers. But I'm not aware of the details.

11 **Q. I just have a couple of questions on a**
12 **different matter. In the surrebuttal that you filed in this**
13 **case, you attached, as I recall, portions of a report and**
14 **order from Appalachian Power Company; is that correct?**

15 A. Which schedule are you referring to?

16 **Q. I believe it is Schedule 3 to your**
17 **surrebuttal; is that true?**

18 A. Bear with me here for just a minute. I'm
19 sorry, yes, that is my Schedule 3, yes.

20 **Q. Now, you did not attach a full copy of the**
21 **West Virginia Commission's order in that case, did you?**

22 A. I did not, but that's available, if needed.

23 **Q. I have an excerpt that I'd like to mark and**
24 **have you identify, if you can.**

25 MR. FISCHER: And I believe, Judge, this will

1 be Exhibit 161.

2 JUDGE BUSHMANN: Yes.

3 (KCPL Exhibit Number 161 was marked for
4 identification by the court reporter.)

5 MR. KEEVIL: Mr. Zobrist, do you recall where
6 the reference in her surrebuttal to this schedule is?

7 MR. ZOBRI ST: I can find it for you. It's
8 Schedule 3 to her surrebuttal.

9 MR. KEEVIL: Yeah, but I mean, the reference
10 in the text to this surrebuttal. I was flipping through here
11 and I couldn't find it.

12 MR. ZOBRI ST: I'm actually not going to ask
13 her about her testimony, because that's the CIPS issue.

14 MR. KEEVIL: Oh, the schedule's on the CIPS
15 issue? Schedule 3's on the CIPS issue?

16 THE WITNESS: Uh-huh.

17 MR. KEEVIL: Oh, well, Judge, I would object
18 to this line of questioning, then. She's here to testify
19 regarding transmission fees, expense and transmission
20 tracker. Apparently this line of questioning in this
21 attachment regards the CIPS tracker, which will be heard at a
22 later date.

23 MR. ZOBRI ST: Actually, the issue I'm going to
24 ask her on doesn't have anything to do with CIPS. I was just
25 answering Mr. Keevil's question, but Judge, to your ruling

1 that this is open cross, I have a very brief point to make
2 with the witness.

3 JUDGE BUSHMANN: All right.

4 BY MR. ZOBRI ST:

5 Q. All right. Now, Ms. Lyons, you didn't attach
6 the full report and order in this case; is that correct?

7 A. That's correct, due to the length.

8 Q. Now, in Exhibit 161, that does have the same
9 cover page as in your Schedule 3; is that correct?

10 A. Yes, that's correct.

11 Q. And the West Virginia Commission in the
12 Appalachian Power Company and Wheeling Power Company case
13 decided a lot of issues, right, including cost of capital
14 issues?

15 A. I would have to review the Order.

16 Q. Well, looking at the table of contents in 161,
17 Exhibit 161, it deals with a multitude of issues; correct?

18 A. It does.

19 Q. And would you turn to the last page of
20 Exhibit 161, which is marked as page 21 and calling your
21 attention to the second paragraph there. Am I correct that
22 the Commission determined the return on equity at 9.75
23 percent was appropriate?

24 MR. KEEVIL: Judge, did you ever rule on my
25 objection that -- regarding crossing the witness?

1 JUDGE BUSHMANN: I was giving him a little
2 leeway to try and line this up with -- get to the point.
3 Where are you leading?

4 MR. ZOBRI ST: It's credibility, Judge, that
5 she put part of the Order in and not the whole Order, and it
6 relates to other --

7 JUDGE BUSHMANN: So it's related to
8 impeachment?

9 MR. ZOBRI ST: Right, it's --

10 JUDGE BUSHMANN: Then I'll overrule.

11 MR. KEEVIL: Judge, I'm going to have to --
12 because she doesn't testify to my knowledge about return on
13 equity, which is this paragraph that he's just referring to.
14 I think they're trying to use this witness to get in evidence
15 on some other issue and she doesn't testify on return.

16 JUDGE BUSHMANN: I've already ruled on the
17 objection.

18 BY MR. ZOBRI ST:

19 Q. Am I correct, Ms. Lyons that the Commission in
20 this case that you cited determine the return on equity on
21 9.75 percent was reasonable?

22 A. Yes.

23 MR. ZOBRI ST: Nothing further, Judge.

24 JUDGE BUSHMANN: Any questions from the
25 Commi ssi oners?

1 CHAIRMAN KENNEY: No questions, thank you.
2 COMMISSIONER STOLL: No questions, thank you.
3 COMMISSIONER KENNEY: Thank you.
4 COMMISSIONER HALL: I have no questions.
5 COMMISSIONER RUPP: No questions.
6 JUDGE BUSHMANN: No need for recross, then.

7 Redirect?

8 REDI RECT EXAMINATION

9 QUESTIONS BY MR. KEEVIL:

10 Q. Ms. Lyons, where in your testimony do you
11 testify regarding an appropriate return on equity for KCP&L?

12 A. I don't.

13 Q. Thank you.

14 MR. KEEVIL: Nothing further.

15 JUDGE BUSHMANN: Ms. Lyons, you may step down.
16 I think we're ready for Public Counsel witness.

17 MR. POSTON: Public Counsel calls Lena Mantle.

18 JUDGE BUSHMANN: Just as a reminder,
19 Ms. Mantle, you're still under oath.

20 MR. POSTON: Your Honor, this is the last time
21 Ms. Mantle will take the stand. We've already introduced the
22 exhibits and I'd like to offer those into the record.
23 They're exhibits 309, 310, and 311.

24 JUDGE BUSHMANN: Any objection to the receipt
25 of those exhibits? Hearing none, they're received into the

1 record.

2 (OPC Exhibit Numbers 309 through 311 were
3 received into evidence by Judge Bushmann.)

4 MR. POSTON: I tender her for cross exam.

5 JUDGE BUSHMANN: First cross-examination will
6 be by Staff.

7 MR. KEEVIL: No questions.

8 JUDGE BUSHMANN: MIEC.

9 MR. DOWNEY: No questions.

10 JUDGE BUSHMANN: MIECG.

11 MR. WOODSMALL: No questions, thank you.

12 JUDGE BUSHMANN: Kansas City Power & Light.

13 MR. ZOBRI ST: Just a couple of questions. I'm
14 going to stand up by the lectern because I can't see through
15 Mr. Keevil.

16 CROSS-EXAMINATION

17 QUESTIONS BY MR. ZOBRI ST:

18 Q. Now in the Staff report, Staff stated that it
19 indicated that KCP&L had met the minimum filing requirements
20 and complied with the PSC regulations. Am I correct that OPC
21 disagrees with that?

22 A. OPC does disagree with that. It believes that
23 KCP&L did not meet the minimum filing requirements.

24 Q. Now, in Section 6, at least I called it
25 Section 6 of your direct on page 18, you measure KCP&L's

1 **request for a fuel adjustment clause by Public Counsel's**
2 **proposed criteria; correct?**

3 A. I measure it by the Commission's criteria set
4 out in the rules.

5 Q. **But you also add some additional criteria of**
6 **your own; correct?**

7 A. Yeah -- just a second. That's correct.

8 Q. **Okay. Now, on page 19 of your direct, you**
9 **criticize KCP&L's explanation in support of its fuel**
10 **adjustment clause by saying that, quote, its proposal may**
11 **include costs that are constant, close quote; correct? Do**
12 **you remember that?**

13 A. Page 19, could you give me line number,
14 please?

15 A. Yeah, line 4 through 5.

16 A. Yes.

17 Q. **And toward the bottom of that page, you cited**
18 **Mr. Blunk's testimony where you claim that he stated that gas**
19 **reservation fees are fixed costs. Do you see that?**

20 A. Yes, it's in the footnote.

21 Q. **And what Mr. Blunk actually said was**
22 **reservation or demand charges, meter charges and access**
23 **charges are relatively fixed. Isn't that what he said in his**
24 **direct?**

25 A. I don't have his direct here, so I cannot say.

1 **Q. Well, and Mr. Blunk was contrasting those**
2 **relatively fixed costs with the second category of natural**
3 **gas and transportation costs, which are volumetric; isn't**
4 **that your recollection?**

5 A. I don't have that recollection of that, no.

6 **Q. Well, do you have your surrebuttal in front of**
7 **you?**

8 A. Yes, I do.

9 **Q. Did you clarify your position there on page 31**
10 **by saying that the cost of nuclear fuel, for example, which**
11 **is relatively fixed, should be included in a fuel adjustment**
12 **clause?**

13 A. In the middle of page 1, I'm saying that if
14 the Commission grants an FAC and fuel is included -- nuclear
15 -- or fuel is included, purchase power is included, the
16 nuclear fuel needs to stay in even though it is constant or
17 the customers would be double paying.

18 **Q. Okay. So I mean, your point was to avoid a**
19 **double payment in that, if costs are relatively fixed, it's**
20 **all right to include them in the fuel adjustment clause?**

21 A. In the case of nuclear fuel.

22 **Q. Okay. Now, in traditional rate-making**
23 **regulation, am I correct that public utilities are allowed to**
24 **recover 100 percent of the prudently incurred costs?**

25 A. The question in traditional rate-making 100

1 percent of prudently incurred costs are recoverable?

2 **Q. Allowed to recover.**

3 A. Sometimes those costs are annualized or
4 normalized with those adjustments. That's typically what is
5 put into the revenue requirement that rates are based upon.

6 **Q. Well, great. I'm just trying to say very**
7 **simply, if something is prudent and it comes in, it may be**
8 **subject to various treatments, but it's recovered either**
9 **immediately in rates or over a period of time; correct?**

10 A. It is put in revenue requirement that
11 determines the rates on a going-forward basis. There's no
12 specific pot on a going-forward basis for any specific costs.

13 **Q. And imprudent costs are disallowed and**
14 **Company's shareholders pick up the tab for them; correct?**

15 A. If they are found to be imprudent.

16 **Q. And if the public utility is prudent, it**
17 **doesn't get an award or bonus for that; does it?**

18 A. I think it's included in its revenue
19 requirement on an ongoing basis.

20 **Q. Right, but it doesn't get anything more?**

21 A. It gets returned if it's a capital cost, but
22 yes.

23 **Q. But the Commission doesn't say, and by the**
24 **way, you were prudent, so go ahead and charge 5 percent more.**
25 **This Commission doesn't do that?**

1 A. I've never known the Missouri Public Service
2 Commission to do that.

3 **Q. So would you agree that the threat of a**
4 **disallowance is an incentive to a utility like KCP&L to**
5 **manage its costs appropriately and prudently?**

6 A. In traditional rate-making.

7 **Q. Yes.**

8 A. It is a threat for the test year. What the
9 utility gets to determine when it will come in and typically
10 the utility determines what the test year is. If they know
11 they're going to be coming in for a rate case in 12 months,
12 then those 12 months, they're very likely to behave very
13 well. Prior to that time, may or may not --

14 **Q. So prior to that time, it's just whatever**
15 **goes; right?**

16 A. Hopefully not.

17 **Q. Well, and hopefully not, because if Staff has,**
18 **through its auditing, its surveillance process that it finds**
19 **doesn't think is appropriate, it can file a complaint; right?**

20 A. If it can find it, yes.

21 **Q. Okay. Now, regarding a fuel adjustment clause**
22 **in this case, Public Counsel is proposing a 50/50 sharing**
23 **mechanism; is that correct?**

24 A. That is correct.

25 **Q. Would you agree with me that there's no public**

1 **utility in the United States today that has such a 50/50**
2 **sharing agreement?**

3 A. I'm not aware of one, no.

4 **Q. Now, the statute that implemented rate**
5 **adjusting mechanisms like a fuel adjustment clause, and you**
6 **and I talked about Section 386.266 yesterday, it provides for**
7 **a prudence review; correct?**

8 A. It requires a prudence review.

9 **Q. It mandates a prudence review, true?**

10 A. Yes.

11 **Q. And so whatever is included in the fuel**
12 **adjustment clause, KCP&L is not guaranteed to recover a**
13 **hundred percent of those fuel clauses -- of those fuel costs**
14 **if a prudence review finds that some of those costs were not**
15 **prudent?**

16 A. The utility gets to recover those costs until
17 a prudence determination is found and then there's typically
18 an adjustment made in the fuel adjustment rate filing after
19 that. So up to that time, yes, the utility does get to
20 recover those costs. There's a time period where they do get
21 to recover those costs.

22 Now, they do -- are required -- if it's found
23 to be imprudent to return with interest, but until that time
24 the Company does get to recover imprudent costs.

25 **Q. And that's why the short-term borrowing rate**

1 provision is in Section 386.266.4, sub four; right? Because
2 if they've already recovered it, they have to pay it back and
3 they have to pay it back with interest; correct?

4 A. Yes.

5 Q. Now, is it fair to say that since the fuel
6 adjustment clause legislation in 386.266 was passed, you
7 haven't seen an increase in imprudent fuel or purchase power
8 expenses, have you?

9 A. I did not look at fuel and purchase power
10 expense. I did not do audits of those prior to the fuel
11 adjustment clause, so I'm not really qualified to say that.

12 Q. Well, I'm not talking about you personally,
13 but in terms of your time at Staff and now your time at
14 Public Counsel, we haven't seen an increase in the number of
15 complaint cases or prudence reviews that have resulted in
16 disallowances since 386.266 was passed; isn't that correct?

17 A. To my knowledge, there's been two findings of
18 imprudence with Ameren Missouri. I believe there was another
19 case. I don't believe it was a complaint case, but it was a
20 prudence case when the Commission did not find the utility,
21 and I'm not sure which one did not find them imprudent.

22 Q. But not for KCP&L Greater Missouri Operations
23 Company?

24 A. I don't remember who that third one was with.

25 Q. Okay. Now, under KCP&L's proposal, customers

1 would be charged a hundred percent of the prudently incurred
2 fuel and purchase power cost but they would also receive a
3 hundred percent of any fuel cost reductions; isn't that true?

4 A. The customers would be charged a hundred
5 percent of the fuel costs until any are found to be
6 imprudent. And likewise, if there were savings, they would
7 receive a hundred percent of them.

8 Q. Okay. Let me ask you some questions about
9 some of the details in the purchased tariffs. Public
10 Counsel, as I understand it, opposes the inclusion of costs
11 and revenues that KCP&L is not currently incurring or
12 recording; is that correct?

13 A. Yes.

14 Q. Okay. So, then, when we have a situation
15 where their insurance recovery subrogation recoveries or
16 settlements, if the proceeds were included, even if they were
17 not being included right now, if they were included, that
18 would lower costs to ratepayers, isn't that true?

19 A. That is the one instance of revenues that
20 would -- KCP&L's not currently incurring that I would -- that
21 OPC proposes be included.

22 Q. Okay.

23 A. Because it's very likely that prior to that,
24 fuel costs had increased due to whatever incident that caused
25 these different things to happen. So now it's, you know, the

1 utility getting money back because of some circumstance or
2 instance that the customers had to pay for prior to that.

3 **Q. And I just wanted to highlight that because in**
4 **your surrebuttal at pages 29 and 30, you recognize that both**
5 **recoveries and expenses should be considered if an FAC is**
6 **granted by the Commission; correct?**

7 A. Defi ni tel y.

8 **Q. Now, you and Mr. Blunk had a debate about**
9 **price signals of the fuel adjustment clause. Do you remember**
10 **that?**

11 A. I responded to his and Mr. Overkast's
12 testimony regarding price signals.

13 **Q. And you in your surrebuttal around page 5**
14 **gives an accurate cost at the time that it has incurred,**
15 **resulting in a customer reaction to the price signal; isn't**
16 **that correct?**

17 A. That's generally the reason that somebody
18 wants to give a price signal.

19 **Q. Now, and you talked about under the FAC**
20 **proposal that it stretches these things out over a period of**
21 **months. You have accumulation periods proposed of six months**
22 **and then you have the Commission approval process, which is**
23 **two to three months, and then we have the billing period of**
24 **three months; correct?**

25 A. Yes.

1 Q. And wouldn't you agree that although this is
2 an extended process, that this does smooth out any volatility
3 in the changes in fuel and actually helps improve, or I
4 should say decrease, the chance of a significant price swing
5 that might harm a customer?

6 A. That's correct.

7 Q. Okay. And just to contrast it with a
8 situation that this company has right now, its last rate
9 increase was a result of a case that was tried basically in
10 2012, report came out in January 2013, and this case, we're
11 going to get a Report and Order in probably late September.
12 And that's, like, almost a three-year process, a 32-month
13 process; isn't that correct?

14 A. Thirty-two months since the last rates in
15 effect? Is that what you're asking me?

16 Q. Yes, that's what I'm asking. From January
17 2013 until essentially October of -- October of this year.

18 A. I count about 30, yeah.

19 Q. Yeah, math doesn't lie. So despite your
20 criticisms of the fuel adjustment clause, it would telescope
21 that process to a much greater degree than we have now under
22 the traditional general rate case scenario; right?

23 A. No. That is incorrect.

24 Q. Okay. Let me ask you about resource codes.
25 In your testimony, you state that if a fuel adjustment clause

1 **is approved, you want to have the FERC account set out and**
2 **you also want to have resource and department codes that**
3 **KCP&L uses in its accounting scheme; is that correct?**

4 A. FERC accounts, subaccounts, and in the case
5 where KCP&L and the little bit of definition that they did
6 give us, either in DR responses or in Mr. Rush's testimony,
7 they identified some resource codes. And in one case, I
8 believe it was for FERC assessments, they had a department
9 number to specify exactly what costs they were trying to get.

10 **Q. Well, am I correct that none of the other**
11 **public utilities in Missouri that have fuel adjustment**
12 **clauses utilize resource codes or subaccounts or distinctions**
13 **of that nature?**

14 A. Not in their tariffs, but they do identify
15 costs by FERC accounts. Ameren calls them either subaccounts
16 depending on who you talk to at Ameren and then they don't
17 use activity codes, they use resource codes. So it's just
18 terminology.

19 **Q. Well, in the FAC tariff, they're required to**
20 **describe the -- the cost factor and assign it to a FERC code**
21 **or link it to a FERC code; correct?**

22 A. To a FERC code, but there is also a reference
23 to an exhibit that is filed in the case that has accounts and
24 subaccounts for the different types of costs.

25 **Q. Well, I'm talking about what's actually in the**

1 **tariff. They don't have subaccounts and resource codes in**
2 **their tariffs at Ameren, do they?**

3 A. No.

4 Q. Okay. And KCP&L has said that it's agreeable
5 to use whatever words are appropriate to describe the cost
6 elements that would be included in a fuel adjustment clause;
7 isn't that true?

8 A. Yeah, but I don't know which set of words
9 they're wanting to use, the ones that are in the exemplar
10 tariffs, the ones that are in Mr. Rush's testimony, or the
11 ones that are in the DR responses. They're all different.

12 Q. Well, a set of proforma tariffs have been
13 provided to the Commission; correct?

14 A. Yes, and it was different from what Mr. Rush
15 provided in his minimum filing requirements that we said he
16 did not meet.

17 Q. Okay. Now, you attached to your surrebuttal,
18 it's Schedule LMNS-1. It's from Rocky Mountain Power
19 subsidiary, a Pacific Corp; is that correct?

20 A. It was from Mr. Overkast's testimony, but it
21 is Rocky Mountain Power, yes.

22 Q. I mean, I'm talking about you took it from the
23 Overkast testimony, but you took a portion out and put it in
24 your testimony; correct?

25 A. I believe I took all of Rocky Mountain Power's

1 tariff sheets.

2 Q. Okay. I stand corrected. Now, in that
3 schedule to your surrebuttal, there are specific account
4 numbers and there are words that describe the amounts that
5 have been approved for collection; is that correct?

6 A. There's accounts and subaccounts.

7 Q. Right, right. So you've got a FERC account,
8 you've got a subaccount, and then you've got a description in
9 words; correct?

10 A. And it also has what is not included in the
11 accounts and subaccounts on what are not included.

12 Q. And in -- would you agree that when you got
13 those subaccounts, that the utility may change those
14 subaccounts, but it's the words that really describe what is
15 the element or the factor that is being accounted for in the
16 fuel adjustment clause?

17 A. I cannot speak for Rocky Mountain Power.

18 Q. Well, do you know if Rocky Mountain Power
19 changes an account and has to come back to the Commission to
20 file a new tariff?

21 A. If it -- I don't know what its process is, but
22 if it's thinking of changing an account, then that should be
23 one of the things that it considers is the trouble to go back
24 in and change a tariff.

25 Q. Well, if the words describe accurately the

1 **cost factor that is being recovered or is being tracked or is**
2 **being expensed, doesn't that give the public and the**
3 **Commission and the Staff everything that they need, including**
4 **Public Counsel, to understand what is being collected in that**
5 **particular account?**

6 A. Not necessarily because if these are jumping
7 from subaccount to subaccount being able to track where
8 they're going and what these costs -- where to find these
9 costs makes a prudence audit or the transparency of the FAC
10 very blurred.

11 Q. **Well, isn't that a good reason, then, to key**
12 **off the exact description in words rather than trying to find**
13 **an account number?**

14 A. You still have to find where those costs are
15 put.

16 Q. **And in KCP&L's proposal, they are still linked**
17 **to FERC accounts; correct?**

18 A. The major -- the three digit FERC accounts,
19 yes.

20 Q. **And that's the Uniform System of Accounts that**
21 **the Commission's regulations require utilities to book their**
22 **expenses and revenues to; is that correct?**

23 A. That is correct.

24 Q. **Okay.**

25 MR. ZOBRI ST: Nothing further, Judge.

1 JUDGE BUSHMANN: Any questions from
2 Commi ssi oners?

3 CHAIRMAN KENNEY: No questi ons, Ms. Mantle.
4 Good to see you. Thank you.

5 THE WITNESS: Thank you.

6 COMMI SSI ONER STOLL: No questi ons, thank you.

7 COMMI SSI ONER KENNEY: No questi ons, thank you
8 very much.

9 QUESTIONS BY COMMI SSI ONER HALL:

10 Q. Good afternoon.

11 A. Good afternoon.

12 Q. **What was your role in the negotiation and**
13 **drafting of the 2005 stipulation and agreement?**

14 A. In the workshops prior to the stipulation and
15 agreement case, I was, along with Mr. Rush, we sort of were
16 the leaders of the group that looked at not resource planning
17 and demand-side management and energy efficiency. When those
18 talks -- workshops turned toward being talks of a stipulation
19 and agreement, at that point, there was some division, but
20 most of those discussion were all done together. It was not
21 two separate groups.

22 I sat through -- I think I missed one or two
23 of the settlement discussions because my children had things
24 to do, but I remember long days going into the evenings of --
25 I needed to be there for all the discussions because you

1 never knew when a resource planning topic was going to come
2 up or a demand-side topic was going to come up or energy
3 efficiency. I don't know at that point whether the fuel
4 adjustment legislation was still over at the legislature, so
5 that had not been assigned to my department yet, so -- but I
6 was present and part of the Staff that worked on those
7 negotiations.

8 **Q. It's my understanding from your testimony**
9 **yesterday that the reason why to "not seek to utilize" was**
10 **used was because it was unclear at the time of the**
11 **negotiations what mechanism would be used in order to**
12 **institute an FAC, whether it be a rate case or some other**
13 **type of process?**

14 A. That is correct.

15 **Q. Was that articulated or was that just your**
16 **understanding?**

17 A. It may have been articulated, I do not
18 remember. It's my understanding -- you know, as I -- this
19 case came forward and I reviewed the documents, I reviewed
20 what was filed and talked with different people, but I do not
21 directly remember the conversations about the Senate Bill
22 179.

23 **Q. Do you remember any discussions at all about**
24 **not seek to utilize, where that language came from and for**
25 **what purpose it was put into the agreement?**

1 A. No, I do not.

2 Q. Now, I noticed in your in your direct
3 testimony on page 10, when -- when you described the
4 agreement on lines 1 and 2, you said KCP&L agreed that it
5 would not seek an FAC?

6 A. Yes.

7 Q. So you excluded the two words "to utilize?"

8 A. Yes.

9 Q. So do you believe that those two words are
10 irrelevant, unnecessary, confusing, what?

11 A. I believe now that we know the process of an
12 FAC, we know what the legislation is, to utilize is not as
13 important as the seek. As I explained yesterday, not knowing
14 -- every state has different legislation and different ways
15 that an FAC can -- can happen for a utility. Now that we
16 have 20/20 hindsight, you know, we can -- we read it with our
17 20/20 hindsight. At that time, we did not know whether the
18 Commission was going to be allowed to grant it, if it was
19 going to be just automatically given, how things were going
20 to happen. So I would -- you know, when I wrote this, of
21 course it is OPC's position and my position that it was to
22 seek and that's why I wrote that that way.

23 Q. Okay. Thank you.

24 JUDGE BUSHMANN: Recross based on Commission
25 questions? Staff.

1 MR. KEEVIL: No questions.

2 JUDGE BUSHMANN: MIEC.

3 MR. DOWNEY: No questions.

4 JUDGE BUSHMANN: MIEC.

5 MR. WOODSMALL: No questions.

6 JUDGE BUSHMANN: Kansas City Power & Light.

7 MR. ZOBRI ST: No questions.

8 JUDGE BUSHMANN: Redi rect.

9 MR. POSTON: Thank you.

10 REDI RECT EXAMI NATION

11 QUESTIONS BY MR. POSTON:

12 Q. You were asked questions about costs that are
13 constant and there was comparison or questions about nuclear
14 fuel , why it was treated di fferently. Can you explain why
15 you treated that di fferently than other constant costs?

16 A. Nuclear fuel is di fferent because when the
17 nuclear plant shuts down, the utility incurs purchase power
18 costs. It's a di fferent cost completely, so if the nuclear
19 costs are not included in the base, then that causes a
20 mismatch and the customers end up paying for a hundred
21 percent of the purchase cost and the nuclear costs that are
22 in the base. So it is di fferent than some other fixed costs
23 bei ng i ncl uded.

24 Q. You were also asked questions about prudency
25 reviews under an FAC. And is a prudency review as strong of

1 **an incentive to control costs as including those costs just**
2 **in base rates?**

3 A. Prudency review is an incentive. I don't
4 believe it's a strong incentive. The utility gets to hold
5 all the cards. They get the information. Staff and other
6 parties are dependent upon the information provided to it.
7 It's not saying that the companies have not ever provided
8 what was requested, but it is a whole different type of
9 audit.

10 It is an audit where we -- you have to go get
11 from the utility the information. Whereas an incentive
12 mechanism, such as a sharing mechanism, that is immediate for
13 the utility. They fill it, they either get more revenues
14 because they've reduced their fuel costs or their earnings
15 are less because fuel costs increased. So it's a more
16 immediate whereas the prudence audit is other parties are
17 having to dig, having to find, having to prove imprudency and
18 taking -- I know for the first Ameren case in which there was
19 imprudency, that -- by the time the appeals were done, it was
20 years.

21 **Q. So is a prudence review more of a burden on**
22 **the Staff?**

23 A. Defini tel y.

24 **Q. You were asked questions about the proposal to**
25 **adopt a 50/50 sharing mechanism. Should this Commission not**

1 **adopt a 50/50 sharing mechanism just because other states may**
2 **not have adopted that mechanism?**

3 A. Definitely not. Other states -- there's all
4 kinds of mechanisms. Some of them do have 100 percent
5 pass-through. Some of them are 80/20. The Rocky Mountain
6 utility that I provided in my -- the tariff in my surrebuttal
7 has 70/30. So just because -- and every state is different
8 in what's included, what is excluded, and so no, just because
9 it's other -- it's 95/5 is not a reason why KCP&L cannot be
10 different and those other utilities can't change in the
11 future.

12 **Q. Going back to the prudence, a line of**
13 **questions again, do you think a Staff prudence review would**
14 **catch all the imprudent actions?**

15 A. No.

16 MR. POSTON: That's all I have. Thank you.

17 JUDGE BUSHMANN: That concludes your
18 testimony, Ms. Mantle. Thank you. You may be excused.

19 Ready for MIEC witness.

20 (JAMES DAUPHINAIS, having been first sworn by
21 Judge Bushmann, testified as follows:)

22 DIRECT EXAMINATION

23 QUESTIONS BY MR. DOWNEY:

24 **Q. Good afternoon, Mr. Dauphinais.**

25 A. Good afternoon.

1 **Q. Please state your name and tell us for whom**
2 **you work.**

3 A. My name is James R. Dauphinais, Dauphinais is
4 spelled D-a-u-p-h-i-n-a-i-s, and I work for Brubaker &
5 Associates, Inc.

6 **Q. And were you retained in this case by the**
7 **Office of Public Counsel and the Missouri Industrial Energy**
8 **Consumers to provide certain testimony?**

9 A. Yes.

10 **Q. And did you prepare testimony?**

11 A. Yes.

12 **Q. At the witness stand, there should be Exhibit**
13 **557. Do you see that?**

14 A. Yes.

15 **Q. Is that your rebuttal?**

16 A. Yes.

17 **Q. And is that both consisting of an NP and HC**
18 **version?**

19 A. Yes.

20 **Q. And also is there surrebuttal?**

21 A. Yes.

22 **Q. And is that Exhibit 558?**

23 A. Yes.

24 **Q. And is that NP?**

25 A. Yes.

1 Q. Did you prepare all those testimonies?

2 A. Yes.

3 Q. Do you have any changes or corrections to your
4 testimony?

5 A. Yes. I have two corrections to my rebuttal
6 testimony. The first is on page 3, line 19. The word "May"
7 as in a month, should be April. So the end of that sentence
8 will now read, recent April 29, comma, 2015.

9 Q. Let me just stop you for a second. That's the
10 not the end of the sentence, that's the end of the line;
11 correct?

12 A. That's the end of the line, yes. The other
13 change or correction, you should say, is on page 25 of my
14 rebuttal testimony. Line 16. And it's the same change.
15 Where it says May 29, 2015, that should be changed to
16 April 29, 2015.

17 Q. Any other changes or corrections?

18 A. No.

19 Q. Are your answers to the questions in these
20 testimonies true and accurate to the best of your knowledge
21 and belief?

22 A. Yes.

23 Q. If I were to ask you those questions today,
24 would your answers be the same?

25 A. Yes.

1 MR. DOWNEY: Your Honor, I would offer
2 Exhibit 550 -- let me back up for a second. Judge, maybe now
3 is a good time to bring this up. Mr. Dauphinais is scheduled
4 to testify on Thursday on some issues that are subject to a
5 stipulation that's likely going to be filed and for which the
6 MIEC will have no objection. I -- starting last week, I
7 contacted all counsel to see if they would agree to have
8 Mr. Dauphinais testify just today and not also on Thursday
9 and to find out whether they had any cross for him on the
10 questions -- or on the topics he was going to cover on
11 Thursday. Everyone that has responded, and that includes the
12 parties in this room, have no objection to his non-appearance
13 on Thursday. So I thought I'd bring that up because I will
14 want to offer his testimony at this time.

15 JUDGE BUSHMANN: Any objections to that? Any
16 objections to receipt of -- well, go ahead and make your
17 offer.

18 MR. DOWNEY: I would offer Exhibit 557, both
19 the HC and NP version, and Exhibit 558.

20 JUDGE BUSHMANN: Any objections to those
21 exhibits? Hearing none, those will be received into the
22 record.

23 (MIEC Exhibit Numbers 557 and 558 were
24 received into the record by Judge Bushmann.)

25 JUDGE BUSHMANN: And we will assume for cross

1 that if parties have cross, they may cross on both this issue
2 and also the -- that's transmission revenues; is that
3 correct?

4 MR. DOWNEY: It's the -- it's the ROE issue.

5 JUDGE BUSHMANN: Yes.

6 MR. DOWNEY: The ROE issue and then those
7 projects.

8 JUDGE BUSHMANN: Okay.

9 MR. DOWNEY: And I will say this, Judge.
10 Kansas City Power & Light indicated that if they do want to
11 question him on the Thursday topics, it will be a different
12 attorney that will handle those questions versus the
13 questions on today's topics, and I said there's no objection
14 to that.

15 JUDGE BUSHMANN: Very good. All right.
16 Having those received into the record, we're ready for
17 cross-examination and first cross would be MECCG.

18 MR. WOODSMALL: Thank you, Your Honor.

19 CROSS-EXAMINATION

20 QUESTIONS BY MR. WOODSMALL:

21 Q. Good afternoon, sir.

22 A. Good afternoon.

23 Q. You're here to testify about transmission
24 costs; is that correct?

25 A. Yes.

1 **Q. Do you recall KCP&L and GMO asking for --**
2 **filing a docket for transmission tracker, oh, about a year**
3 **and a half ago?**

4 A. Yeah, subsequent to their last rate case, yes.
5 MR. WOODSMALL: May I approach the witness,
6 Your Honor?

7 BY MR. WOODSMALL:

8 **Q. Hand you a document and ask you if you can**
9 **identify that.**

10 A. This is the initial brief of Kansas City Power
11 & Light Company and KCP&L Greater Missouri Operations Company
12 and File Number EU-2014-0077.

13 **Q. And that's electronically signed by KCP&L's**
14 **counsel; is that correct?**

15 A. Yes.

16 **Q. Would you turn -- I believe it's the bottom of**
17 **page 3 going over to page 4, it's highlighted in blue. Would**
18 **you read that section for me?**

19 A. Under either standard proposed by the parties
20 in this case, the Commission should exercise its regulatory
21 discretion and grant the Company's application in this
22 proceeding and approve either an AAO or a transmission
23 tracker. And it starts a new paragraph.

24 Under the unique circumstances of this case,
25 the Commission should grant the Companies an AAO or a

1 transmission tracker that specifically authorizes them to
2 defer transmission costs for review in the Company's next
3 rate cases. As shown by the competent and substantial
4 evidence in this proceeding, there is still a need to track
5 and defer transmission-related expenses. The Companies,
6 therefore, respectfully request that the Commission give them
7 the authorization to defer these transmission expenses until
8 the next rate case through an AAO or a transmission tracker.
9 And that ends the highlighted section.

10 **Q. Thank you. Would you agree from that reading**
11 **that KCP&L was asking for either an AAO or a tracker in that**
12 **case?**

13 A. That would be my reading of it, yes.

14 **Q. And I'm not going to ask you for any legal**
15 **distinctions, but from a practical standpoint, does an AAO**
16 **and a tracker do the same thing in that they defer costs in**
17 **the future cases?**

18 A. Yeah, they essentially do the same thing, yes.

19 MR. WOODSMALL: Thank you. No further
20 questions, Your Honor.

21 JUDGE BUSHMANN: Cross-examination by Staff.

22 CROSS-EXAMINATION

23 QUESTIONS BY MR. KEEVIL:

24 **Q. Good afternoon, Mr. Dauphinais?**

25 A. Good afternoon.

1 Q. If I could have you turn in your rebuttal
2 testimony beginning at the bottom of page 15 and then
3 continuing on to page 16, you quote a portion of the
4 Commission's Report and Order in the recent AmerenUE -- or
5 excuse me, Ameren Missouri rate case; is that correct?

6 A. Yes, I do.

7 Q. And in the -- on page 16 of your rebuttal,
8 beginning on line 9 and running through, I guess, line 15,
9 you refer to the -- or you quote the Order, actually,
10 regarding the costs the Commission found should be included
11 in Ameren Missouri's fuel adjustment clause; is that correct,
12 sir?

13 A. Yes.

14 Q. Okay. Now, in your testimony here, have you
15 calculated what a similar -- what those costs would be for
16 KCP&L in this case were the Commission to grant KCP&L an FAC
17 under the same terms as it granted Ameren Missouri?

18 A. Yes, I have.

19 Q. Okay. Where would that be found in your
20 testimony, sir?

21 A. That would be beginning on page 11 at line 20
22 and actually continues on for several pages, I believe to
23 line -- I mean page 14, line 11.

24 Q. Okay. So would it be correct to say that that
25 7.3 percent figure that appears several places in those

1 **pages, is that the amount of KCP&L transmission expense that**
2 **you have calculated?**

3 A. That would be -- would be permissible for
4 inclusion in the -- a fuel adjustment clause for KCP&L if the
5 Commission grants a fuel adjustment clause to KCP&L.

6 **Q. Okay. So 7.3 would be the percentage?**

7 A. Correct.

8 **Q. Okay. And I notice there's some places, for**
9 **example, footnote five on the bottom of page 14, you've got a**
10 **specific amount there, but I assume the 7.3 would be the**
11 **calculation that should be used regardless of whatever that**
12 **total amount in millions of dollars would be; is that**
13 **correct?**

14 A. Well, it would be two adjustments because the
15 Company is also proposed to include transmission revenues.
16 And so those would be removed as well. So it would be --
17 it's basically what the footnote discusses is what we would
18 do as an adjustment to what the Company proposed for the base
19 for its fuel adjustment clause. So it would remove 92.7
20 percent of the account 565 wholesale transmission expenses
21 and would remove 100 percent of the account 456.1 wholesale
22 transmission revenues.

23 **Q. Okay. And why are you removing 100 percent of**
24 **the revenues?**

25 A. The transmission revenues are not a

1 transmission expense incurred -- or not an expense incurred
2 to transmit purchase power.

3 **Q. Now, somewhere on those pages, I'm trying to**
4 **remember, you came up with a -- you said that OPC and MIEC**
5 **were willing to -- oh, there at the top of page -- top of**
6 **page 14. MIEC -- line 3, I'm sorry, sir -- as a result MIEC**
7 **and OPC are willing to agree for purposes of this proceeding**
8 **to forego. What's your point there? What point are you**
9 **trying to make there?**

10 **A. Well, in this particular case, it was a very**
11 **-- we were trying to do is differentiate the portion of the**
12 **non-SPP transmission expenses that KCP&L incurs and dividing**
13 **them between transmission for purchase power versus, for**
14 **example, off-system sales. And the bottom line is there**
15 **wasn't sufficient information to split the two. However, the**
16 **total amount we're talking about for non-SPP wholesale**
17 **transmission charges is only .4 million or \$400,000. And**
18 **that's just a very small portion of KCP&L's total wholesale**
19 **transmission expenses. So therefore, since we can't figure**
20 **out precisely what the amount is, we just simply apply the**
21 **92.7 percent, I guess, and the 7.3 percent, we just apply**
22 **that to transmission expense as well as the network**
23 **integration transmission service charges from SPP.**

24 **Q. Okay.**

25 **A. So it's your calculation that the 7.3 percent**

1 would be applied to both the purchase power and the
2 off-system sales as defined in the Ameren Order on the FAC?

3 A. It's my recommendation that the 7.3 percent be
4 applied to the entire total of account 565 wholesale
5 transmission expenses in the KCP&L case. That's what I'm
6 recommending.

7 **Q. Okay. Now, regarding the actual calculation**
8 **of the 7.3 percent, could you explain that, how you -- how**
9 **you arrived at the 7.3 percent?**

10 A. Yeah, I arrived at that through utilization of
11 the normalized energy numbers that were in Mr. Crawford's
12 direct testimony in this proceeding. The numbers themselves
13 were HC.

14 **Q. Okay.**

15 A. However, I also looked at -- to crosscheck
16 them -- at the FERC form numbers that SPP filed for megawatt
17 hours in those schedules as well. And those were categories
18 that were off-system sales and they were power purchases and
19 the total load and I also looked at total generation megawatt
20 hours.

21 **Q. Were you involved in the Ameren Missouri case**
22 **referenced -- the most recent rate case?**

23 A. Yes.

24 MR. KEEVIL: Judge, I think that's all the
25 questions I have. Thank you.

1 JUDGE BUSHMANN: Cross by KCP&L.

2 MR. ZOBRI ST: Just a few questions.

3 CROSS-EXAMI NATION

4 QUESTIONS BY MR. ZOBRI ST:

5 Q. Good afternoon.

6 A. Good afternoon, Mr. Zobri st.

7 Q. Would you turn your attention, please, to
8 page 16 of your rebuttal? I'm going to ask you some
9 questions about the SPP charges and the FERC accounts. So
10 looking at the bottom of page 16 of your rebuttal.

11 A. Yes.

12 Q. Do you see that, sir?

13 A. Uh-huh.

14 Q. The first account that you mention there is
15 account 561.4 that relates to scheduling, system control, and
16 dispatch service; correct?

17 A. Yes.

18 Q. And the position of MIEC is that no SPP
19 charges that are recorded in that account should be recovered
20 in either fuel adjustment clause, nor should they be tracked;
21 is that correct?

22 A. That's correct. They haven't been
23 demonstrated to be transmission expenses incurred for the
24 purchase power, for the deli very of purchase power.

25 Q. So do I understand that you disagree with

1 **Staff, which has not opposed including Schedule 1 costs to**
2 **the extent that they are recorded in this particular account**
3 **561.4?**

4 A. Could you show me where Staff has indicated
5 that?

6 Q. **It was Mr. Eaves, when I was questioning him**
7 **earlier today. Were you in the hearing room?**

8 A. I was in and I was paying some attention to
9 it. I don't understand -- I don't know how he came to his
10 conclusion, if he testified to that. It's hard for me to
11 judge whether I agree or disagree at this point.

12 Q. **Okay. Thank you. And the second account is**
13 **account 561.8, and as I understand it, that would collect SPP**
14 **charges under Schedule 1-A, 11, and 12.**

15 A. Collect charges under -- you mean the amounts
16 would be booked under this?

17 Q. **Right, thank you. That's what I'm asking.**

18 A. I don't know if they would be booked or not.

19 Q. **Okay. Now, at the top of page 17, you've got**
20 **account number 575.5. And when I look at the list of FERC**
21 **accounts as are contained in Exhibit 159, that comes up**
22 **related ancillary services. Is that the right account number**
23 **there?**

24 A. This is the account number -- these account
25 numbers were drawn off of the work papers of KCP&L, quite

1 frankly, as where they were coming up with these expenses. I
2 looked at their work papers to identify where they had placed
3 the NERC, FERC, and SPP administration charges they were
4 proposing to recover through the FAC. So that's the basis
5 for listing these out.

6 **Q. Well, I have a 575.7, which is what KCP&L**
7 **talks about in terms of market administration monitoring and**
8 **compliance. It's not 575. Is that just a typographical**
9 **error?**

10 A. It may be. My footnote on the bottom of
11 page 17 is really getting to the particular costs we're
12 talking about in my testimony and identified it at the bottom
13 of page 17, and my footnote 7 is account 575, costs of
14 approximately 5.2 million and account 928, department 415,
15 FERC assessment cost of approximately one million dollars.
16 So I'd really -- really probably just referring to 575 in
17 general.

18 **Q. Okay. Okay. Now, let me ask you about the**
19 **base transmission project costs that KCP&L and other SPP**
20 **members have been incurring. You stated at page 6 in your**
21 **rebuttal that the wholesale transmission expenses have risen**
22 **and they're expected to continue to rise by a large amount**
23 **over the next few years; is that correct?**

24 A. Can you give me a line reference, please?

25 **Q. Yeah, 11 and 12 on page 6.**

1 A. Yes.

2 Q. And so you're actually quoting a couple of the
3 Company witnesses and you're not disputing what Mr. Rush said
4 in his direct at those pages that are contained in page 6 of
5 your rebuttal?

6 A. I'm not disputing that they indicated that
7 they have risen and are expected to continue to rise by a
8 large amount. That's my summation of what he said on those
9 pages.

10 Q. Am I correct that you did not disagree with
11 the figures that he cited, that you quote on page 6?

12 A. Generally don't disagree with the figures.
13 And actually, if we go to his exhibit, or Schedule TMR-5, in
14 particular, I don't necessarily disagree with that
15 projection.

16 Q. And these are the costs that SPP collects
17 under Schedule 11; correct?

18 A. Yes, the costs recovered under Schedule 11 and
19 that's the predominant amount of money we're talking.

20 Q. And is it fair to say that as an SPP member,
21 KCP&L doesn't really have any control over those SPP charges?

22 A. I wouldn't say has no control over it. And
23 first of all, incurs these charges for taking transmission
24 service under the SPP tariff. That's important to
25 understand. So it's the taking of transmission service,

1 whether that's deliver power from its own generation
2 facilities or deliver purchase power. It pays these charges.
3 But it does have a role in the stakeholder process. It can
4 actively use the stakeholder process to help make sure these
5 costs are reasonable, that projects that are proposed are not
6 unreasonable. There's certain balance within the tariff,
7 certainly. And what they can do, they're not the only
8 stakeholder, but they can take some actions and they can also
9 take action at the Federal Energy Regulatory Commission.

10 **Q. And am I correct that SPP is governed by an**
11 **independent board of directors?**

12 A. Yes, I believe it is, yes.

13 **Q. And it's those independent directors that**
14 **approve the transmission project programs and they are the**
15 **ones that also approve or at least approve of management's**
16 **decision on what to charge within those schedules. Is that**
17 **fair to say?**

18 A. I would -- I don't know the detail of
19 specifics. My expectation is that the SPP board approves the
20 transmission expansion plan for SPP, which would include what
21 projects will be subject to regional cost allocation under
22 Schedule 11 and which would not. As far as the cost recovery
23 for those projects, I think that's actually maybe spelled out
24 more by the revenue requirements of the individual utilities
25 and the what tariff says.

1 **Q. Now, is it fair to say that the increase that**
2 **we're seeing in transmission projects and these upgrades to**
3 **the transmission system, this is a result of policy decisions**
4 **being made by Congress, by the Department of Energy, by the**
5 **Federal Energy Regulatory Commission and by the North**
6 **American Electrical Liability Corporation, among others;**
7 **correct?**

8 A. I wouldn't necessarily jump to that
9 conclusion. There was choices made in regard to
10 participating in a regional transmission organization such as
11 SPP. The organizations are voluntary and a choice is made
12 whether to participate or not.

13 **Q. And this Commission approved Kansas City Power**
14 **& Light to become a member of SPP; correct?**

15 A. Correct.

16 **Q. And so have a number of utilities and**
17 **generally speaking, they have benefited. Would you agree**
18 **with that?**

19 A. Generally, the analysis that's been presented
20 in the proceedings, especially in terms of approving either
21 participation in RTO or continued participation in RTO have
22 generally shown that there's a net cost benefit. Where it
23 hasn't, there may not have been approval. I think that may
24 have been the case with Aquila a few years ago.

25 **Q. But with regard to the upgrade and the**

1 **transportation system, this has been national policy that has**
2 **been initiated by Congress and a number of presidents and**
3 **carried out by the Department of Energy and FERC and NERC to**
4 **upgrade our transmission; correct?**

5 A. I wouldn't necessarily say that. Again, this
6 is an initiative that developed within the SPP. It certainly
7 fit within the construct of FERC Order Number 1000, which
8 helped facilitate regional transmission planning. But I
9 wouldn't say FERC made this happen or anything coming from
10 the federal government made this happen. They might have
11 helped enable it with things like Order Number 1000, but it's
12 really an outgrowth of stakeholder discussions in the
13 Southwest Power Pool, including KCP&L and its participation
14 in the Southwest Power Pool.

15 **Q. So you think Southwest Power Pool was just**
16 **totally detached from the national conversation we've been**
17 **having about transmission infrastructure for the last decade**
18 **or so?**

19 A. No, what I'm saying is this whole base plan
20 upgrades and the mechanisms for doing that and the pursuit of
21 these projects in Southwest Power Pool is an outgrowth of
22 stakeholder discussions within the Southwest Power Pool. And
23 those discussions were further enabled by policy
24 developments, such as FERC Order Number 1000. But FERC Order
25 1000 didn't make this happen. There are parts of the country

1 where this is not happening.

2 **Q. Well, and what is happening in Southwest Power**
3 **Pool is reflective of the national policy to upgrade the US**
4 **transmission system. Is that fair to say?**

5 A. I don't know if there's a national policy to
6 upgrade the transportation system. That is a policy to help
7 enable transmission upgrades to be pursued, especially on a
8 regional level, in order to decrease costs for all consumers,
9 but I don't know if I'd say that there is a national policy
10 to expand the transmission system.

11 **Q. Well, I thought that you've testified in a**
12 **number of FERC proceedings about returns on equities that**
13 **were given to the transmission operations of investor-owned**
14 **utilities and others that were upgrading transmission**
15 **facilities and they were getting these enhanced ROEs to**
16 **encourage them to do that as part of the national policy.**
17 **And weren't you an expert in those proceedings?**

18 A. I don't believe that was me testifying. I
19 think it was my colleague Mr. Gorman [phonetic].

20 **Q. Well, Mr. Gorman was testifying on those**
21 **issues; correct?**

22 A. And this was in the context that yes, FERC has
23 granted higher ROEs in certain circumstances and incentives.
24 They've done it in the context of being a member of regional
25 transmission organization to encourage participation in

1 regional transmission organizations. They've done so also
2 within the context of complete independent ownership
3 transmission and they have done it on occasion or pursued
4 transmission upgrades that meets certain minimum
5 requirements.

6 **Q. Let now ask you a couple of questions about**
7 **the disagreement that I think you and Mr. Carlson had about**
8 **the table on page 8 of his rebuttal. Do you remember that,**
9 **Mr. Dauphinais?**

10 A. Yes.

11 **Q. And I think you've talked about that in your**
12 **surrebuttal at page 5. Now, when you did your analysis of**
13 **Mr. Carlson's table, what you focused on was the variance**
14 **within each of the years on his table with regard to the**
15 **forecast. Is that fair to say?**

16 A. Correct. I looked at -- you start with the
17 earliest forecast and then look at how that forecast changes
18 every time Southwest Power Pool updated that forecast. So
19 it's how that expected cost changes over time is what I
20 analyzed.

21 **Q. Now, my understanding is that Mr. Carlson was**
22 **looking at that third column, the actual expenses from year**
23 **to year. And I think he began in 2007 and took it to 2014.**
24 **Is that your understanding?**

25 A. He took the -- he looked at variations and

1 actuals. There are only, I believe, three years of actuals
2 available. That is what he did look at, yes. There is an
3 important point on what he found on variance, but that point
4 is HC for me to share it, so...

5 **Q. Well, it's fair to say that there are**
6 **variations on the actual budgeted -- pardon me, on the actual**
7 **forecasts and then there are variations on the actual costs**
8 **that are incurred or being projected to incur over the years;**
9 **correct?**

10 A. Correct. And they were significant in those
11 early years, realizing that there wasn't much of a forecast.
12 The early years, those expenses occurred pretty quickly and
13 so, you know, the process wasn't as well developed.

14 **Q. Now, on page 4 of your surrebuttal, when you**
15 **did the co-efficient of variance calculation between January**
16 **2013 and July 2014, you stated the costs have a co-efficient**
17 **of variance of roughly 10 percent of produced and expected**
18 **value that is 17 percent above the actual 2014 costs;**
19 **correct?**

20 A. Yes.

21 **Q. Okay. And 17 percent co-efficient of variance**
22 **in that context, would you agree that if it's not volatile,**
23 **it's certainly significant.**

24 **Q. Seven -- 17 percent, I would say, is**
25 **significant, but I wouldn't call it volatile.**

1 Q. And what you said is although it's significant
2 but not volatile, especially when compared to the volatility
3 in the wholesale electricity and natural gas markets;
4 correct?

5 A. Correct.

6 Q. Okay. So you believe that the wholesale
7 natural gas/electricity markets are volatile?

8 A. They certainly are at times. The polar
9 vortex of January through March of 2014 would probably be a
10 really good example of that.

11 Q. Let me ask you just a couple questions about
12 account number 565 expenses, and that's the FERC account 565.
13 As I understand it, that's where the SPP charges that KCP&L
14 pays under Schedule 11 are booked?

15 A. Correct.

16 Q. Now, Mr. Carlson at page 7 of his surrebuttal
17 prepared a graph that compared KCP&L's account 565 expenses
18 to those of Ameren Missouri's. And I've got a copy of that.
19 Do you remember reviewing that in your preparation?

20 A. Yes.

21 Q. Okay. And would you agree that based upon
22 that chart, that KCP&L's incurred expenses under Schedule 11
23 that are charged to account 565 are much more variable and
24 indeed volatile compared to Ameren Missouri?

25 A. Well, there's a problem with this chart, and

1 that is that it ends in 2014. If this -- if we took this
2 chart and compared it to Mr. Rush's Schedule TMR-5 from his
3 direct testimony, we'll see that the charges in account 565
4 are projected to grow less aggressively and actually
5 generally level off over time.

6 And then the other thing that's not shown by
7 stopping at 2014 is what happens to Ameren Missouri's 565
8 charges after 2014. Those are going to significantly grow.
9 What we have is a difference on when regional transmission
10 projects, the concept of regional transmission projects was
11 implemented by the RTOs. SPP had a head start over MISO and
12 the introduction of regional transmission projects opened up
13 new opportunities and that new opportunity caused a boom in
14 new construction.

15 So SPP, we see this boom in new construction
16 and we see the quick rise in the transmission rate for SPP
17 under Schedule 11. MISO got a later start and so Ameren's
18 565 charges are lagging. They're increased. So that is the
19 issue with this table.

20 **Q. Well, but you confirmed what Mr. Rush has**
21 **said, which is that for the next three or four years, these**
22 **costs are going to go up for KCP&L until they flat; correct?**

23 A. But less aggressively as we can see from
24 Schedule TMR-5.

25 **Q. And that goes through schedule -- that goes**

1 **through the year 2019; correct? Those increases?**

2 A. Those increase, yes, level off in 2019 and
3 2020.

4 Q. **So we're here in June, July of 2015 and those**
5 **are projected to increase at least for four more years?**

6 A. Yes, but nowhere near as aggressively as they
7 did between 2010 and 2015. Actually, I'll even say 2014.

8 Q. **Now, in your rebuttal and in your surrebuttal,**
9 **you spend a lot of your testimony addressing fuel adjustment**
10 **clause issues; is that correct?**

11 A. At least in respect to the inclusion of
12 transmission costs and administrative charges.

13 Q. **Now, when I read your surrebuttal over the**
14 **weekend, I was surprised to find that you only mention**
15 **trackers substantively once in your surrebuttal once on**
16 **pages 5 and 6; is that correct?**

17 A. I believe that is likely correct. Hold on,
18 please. Correct. I address the issue of volatility. I
19 don't address the issue of manageability or magnitude. Other
20 witnesses in this proceeding have addressed those issues.

21 Q. **Now, we've talked about the differences**
22 **between a tracker and a fuel adjustment clause and I think**
23 **either Mr. Woodsmall or one of the other counsel asked this,**
24 **but just let me confirm. Your understanding in your**
25 **testimony is that a tracking mechanism is a deferral under**

1 **the Uniform System of Accounts. It's not a recovery**
2 **mechanism; correct? In other words, recovery occurs at some**
3 **point when the utility comes in for a general rate case and**
4 **the decision is made when those costs should be recovered and**
5 **if so, over what period of time; correct?**

6 A. Yeah, whether it's an AAO or a rate tracker or
7 tracker, it's generally -- what we're usually referring to,
8 at least in Missouri, is we're referring to an instrument
9 that allows to you defer additional costs into a future for
10 recovering a future rate proceeding. What is frequently
11 contested is whether it's given you have recovery when you
12 get there or whether there's an ability to dispute that
13 recovery and whether the Company, for example, was
14 overearning that period matters with regard to that future
15 recovery, so there's lots of disputes around that. But
16 either way, these are deferral mechanisms.

17 Q. **Well, and when the Company comes in and files**
18 **that general rate case, all of those issues can be litigated;**
19 **correct?**

20 A. All those issues can be litigated, however, an
21 incentive is removed for companies to manage those costs.

22 Q. **Now am I correct that in this case, you have**
23 **only offered testimony on the transmission aspect of either**
24 **fuel adjustment clause or tracker and not on any of the other**
25 **trackers requested by the Company?**

1 A. That is correct.

2 MR. ZOBRI ST: Nothing further, Judge.

3 JUDGE BUSHMANN: Any questions from
4 Commi ssi oners?

5 CHAIRMAN KENNEY: No questions, thank you very
6 much.

7 THE WITNESS: Thank you.

8 COMMI SSIONER STOLL: No questions, thank you.

9 COMMI SSIONER KENNEY: No questions, thank you.

10 COMMI SSIONER HALL: I have a few, thank you.

11 QUESTIONS BY COMMI SSIONER HALL:

12 Q. **Good afternoon?**

13 A. Good afternoon, Commi ssi oner Hall .

14 Q. **My understanding is that you are arguing that**
15 **if there is an FAC, we should exclude expenses that the**
16 **Company incurs to transmit electric power from its own**
17 **generation facilities to its own load?**

18 A. Correct.

19 Q. **Putting aside the statute that allows the**
20 **Commission to establish an FAC and putting aside the**
21 **Commission's prior orders in the Ameren and in the Empire**
22 **rate cases, do you have a public policy rationale for that**
23 **assertion?**

24 A. Oh, yes.

25 Q. **Or argument?**

1 A. These are not incremental costs that are
2 incurred to reduce the fuel -- the cost of fuel. That's
3 really the fundamental thing. Because before the argument
4 that existed, the legal argument, you know, previously I've
5 testified in regard to whether these should be included or
6 not in FAC on the basis of public policy. And my conclusion
7 on that basis was that only transmission charges support
8 purchase power or transmission charges or off-system sales
9 should be included in the FAC. And the basis of that is, is
10 it an incremental cost that's being incurred to reduce fuel
11 costs. That's really the key test. And if it's a --

12 **Q. Why is that the key test?**

13 A. Because this is a fuel adjustment clause. So
14 is it directly associated with reducing the cost of fuel. By
15 purchasing power and incurring that transmission expense, if
16 that's cheaper than burning fuel in my own generator, then I
17 want the utility to do that. And that's a valid incremental
18 cost, that additional transmission cost. So therefore it's a
19 valid cost to include it in FAC. If we're just talking
20 purely from a public policy perspective.

21 **Q. Are you aware of any other utilities in other**
22 **states that have an FAC that excludes these expenses?**

23 A. Yes. The only FACs outside, you know,
24 actually now, I'm not aware of any FAC that allows any
25 transmission expenses except those associated with delivery

1 of purchase power or off-system sales. And that's typically
2 where you see them allowed in an FAC where it is allowed.

3 **Q. Are you aware of rate cases where this**
4 **specific issue was litigated?**

5 A. Not certainly -- certainly not in this manner.
6 Not in the manner that was first initiated by Ameren. That
7 was really unique, what happened the last Ameren rate case
8 and what's been pursued by KCP&L here, so...

9 **Q. So it's my understanding that what you're**
10 **saying is that there's a -- there's no either utility in the**
11 **country that has an FAC that -- that runs these expenses**
12 **through the FAC that you are aware of?**

13 A. Not transmission expenses incurred to move
14 power from their own generation facilities to their own load.
15 Not a fuel adjustment clause, no.

16 COMMISSIONER HALL: Okay. Thank you.

17 JUDGE BUSHMANN: Recross based on Commission
18 questions. MECCG.

19 MR. WOODSMALL: No questions.

20 JUDGE BUSHMANN: Staff.

21 MR. KEEVIL: No questions.

22 JUDGE BUSHMANN: KCP&L.

23 MR. ZOBRI ST: Just a couple, Judge.

24 RECCROSS-EXAMINATION

25 QUESTIONS BY MR. ZOBRI ST:

1 **Q. Mr. Dauphinais, are you aware that in Kansas,**
2 **that Kansas City Power & Light Company has transmission costs**
3 **included in a rider that have been approved by that**
4 **Commission?**

5 A. I wasn't aware they do. It's rather unique.
6 I know it's not allowed in Indiana and it's not allowed in
7 Louisiana.

8 **Q. Commissioner Hall asked you about the public**
9 **policy issue and you were saying, if I understood you**
10 **correctly, that if costs were directly associated with**
11 **incurring the costs of fuel, there would be a justification**
12 **for including certain transmission costs either in an FAC or**
13 **in a transmission tracker; is that correct?**

14 A. One is being directly substituted. So a good
15 example is off-system sales. So in off-system sale, we count
16 off-system sales to reduce fuel costs, we calculate a net
17 fuel costs, which credits off-system sales margins. So one
18 of the things that creates off-system sale margins is the
19 occurrence of a transmission cost to make that off-system
20 sale if there is a transmission cost to do that. So that's a
21 valid incremental cost that is incurred that would reduce
22 fuel costs.

23 **Q. Isn't it true that the charges that SPP**
24 **assesses under Schedule 1-A and 11 reflect those transmission**
25 **costs as well as transmission cost savings? They reflect the**

1 **production cost savings in upgrades in the system?**

2 A. I wouldn't go that far, no. Those are
3 administrative costs. No utility in Missouri is currently
4 allowed to recover those in an FAC.

5 **Q. I'm sorry, I meant to include both Schedule**
6 **1-A and Schedule 11, but to your point, let's go to**
7 **Schedule 11. Schedule 11 is the cost to build the upgrades**
8 **to the transmission system; correct?**

9 A. Right.

10 **Q. And when those are completed and those charges**
11 **are flowed through to the members and ultimately to the**
12 **ratepayers, that reflects the transmission congestion, does**
13 **it not, that's being alleviated?**

14 A. It may reflect a reduction in transmission
15 congestion, but so does the transmission facilities that
16 KCP&L itself has built in. We don't put those into the fuel
17 adjustment clause. We don't put the depreciation expense in
18 the fuel adjustment clause, we don't put the return in the
19 fuel adjustment clause, we don't put the O & M costs for
20 those transmission facilities in the fuel adjustment clause.

21 **Q. But those costs, to the extent they are**
22 **increasing and uncertain, could be placed into a tracker and**
23 **then judged as to whether they were prudent and then**
24 **permitted to be recovered over a period of time?**

25 A. If they met the criteria the Commission has

1 for a tracker, yes.

2 MR. ZOBRI ST: That's the all I have, Judge,
3 thank you.

4 JUDGE BUSHMANN: Redi rect.

5 MR. DOWNEY: Yes, Judge.

6 REDI RECT EXAMI NATION

7 QUESTIONS BY MR. DOWNEY:

8 Q. Mr. Dauphinais, do you know for a fact one way
9 or another whether the state of Kansas allows Kansas City
10 Power & Light to recover in its FAC the cost of transmission
11 of its self-generated power to its load?

12 A. No, I haven't examined that, so I don't know
13 it as a fact.

14 Q. Okay. And to your knowledge, you're not
15 actually aware of any state that allows that treatment?

16 A. That is correct.

17 Q. In answer to a question by Commissioner Hall,
18 you made reference to the last Ameren Missouri rate case.
19 And you were talking about the kind of extraordinary
20 treatment that was allowed. And you were referring to the
21 last case. Were you referring to the one that was decided
22 April of this year or the one decided in the previous rate
23 case?

24 A. The argument -- the argument with respect to,
25 for example, whether all power is purchased from the MISO,

1 all the power for the load is purchased from the MISO, I
2 believe that's the most recent rate case that took place and
3 it might have been the one before it as well. But if we go
4 back over what I know for a fact is two rate cases ago, the
5 one rate case before the one that was just completed was the
6 rate case where the public policy arguments were used in my
7 testimony with respect to what transmission costs are
8 appropriate in an FAC and which are not. And that testimony
9 was drafted and presented before my knowledge on regard to
10 what was allowed in -- under the statute of Missouri for
11 transmission in the FAC.

12 **Q. Okay. Now, you were visiting with Mr. Zobrist**
13 **about trackers and the fact that you mention them in your**
14 **surrebuttal. Do you recall that?**

15 A. Yes.

16 **Q. And the word "volatility" came up.**

17 A. Right.

18 **Q. Do you recall that?**

19 A. Yes.

20 **Q. Do you think that the transmission costs that**
21 **we've been discussing this afternoon are volatile?**

22 A. No, I do not believe they're volatile.

23 **Q. And why not?**

24 A. Because they're really not likely to change in
25 a really extreme sudden. What we're seeing is sustained

1 increases, very -- somewhat rapid increases in the early
2 years but we're past those in the case of KCP&L. But
3 nevertheless, they are predicted and those forecasts of those
4 future costs are updated on a periodic bases by SPP so we
5 know they're coming. There's some variation, but that
6 variation isn't large enough to be called volatile and that's
7 what my coefficient of variance analysis showed, too.

8 **Q. And would you tell the Commission what is a**
9 **coefficient variance, COV?**

10 A. Coefficient variance is a way to measure on
11 relative basis, volatility. It's often used that way. It's
12 essentially the variation of the samples divided by the mean
13 or average of the samples.

14 **Q. Now, you, and I believe it was Mr. Carlson,**
15 **had a disagreement or should I say you disagreed with the way**
16 **Mr. Carlson calculated his COV?**

17 A. Yes.

18 **Q. Remember that?**

19 A. Yes.

20 **Q. And you had discussion of that in your**
21 **surrebuttal?**

22 A. Yes.

23 **Q. Would you explain to the Commission why you**
24 **believe his calculation was incorrect?**

25 A. Yes. He essentially was looking at historical

1 actual transmission costs without giving any consideration to
2 the fact that it was already forecasted, that those
3 transmission charges were going to increase over time. So
4 instead of looking at how good the forecast was or how the
5 forecast is moving around as we converged onto an actual
6 value, he just simply looked at how they were change over
7 time. That variance. And that's assuming there's never
8 going to be a change in transmission costs and that's simply
9 not the case because we knew these projects were coming.

10 **Q. And on page 5 of your surrebuttal testimony,**
11 **you provide your recalculation of the coefficient of**
12 **variance?**

13 A. Yes.

14 **Q. Refer you to page line 16 through 19.**

15 A. Yes.

16 **Q. Would you tell the Commission what your**
17 **calculation shows?**

18 A. My calculation shows that the estimates for
19 any given year, but just looking at the forecast and how they
20 change, that the coefficient variance numbers were much
21 smaller than were calculated by Mr. Carlson. I had the
22 highest number was 20 percent on the coefficient of variance
23 and one was as low as 5 percent.

24 **Q. How does that calculation of coefficient of**
25 **variance relate to any kind of finding the Commission would**

1 **make as to volatility?**

2 A. That's a relative measure of volatility, so
3 those numbers are much larger. For example, with the levels
4 that say Mr. Carlson had, you can make a argument that these
5 costs are volatile. But again he didn't make the calculation
6 correctly and these are much smaller numbers.

7 **Q. And do you have an opinion comparing the**
8 **volatility or the coefficient of variance for Kansas City**
9 **Power & Light how that would compare to Ameren Missouri?**

10 A. I haven't developed that.

11 **Q. Do you have an opinion, then, with regard to**
12 **the graph that was included in Mr. Carlson's testimony, the**
13 **graph that ends at 2014?**

14 A. Yes. As I indicated earlier, it doesn't tell
15 the complete story, and so I would refer the Commission to
16 Mr. Rush's direct testimony as Schedule TMR-5. And this is a
17 multi-color graph running from 2010 to 2025 with the -- with
18 the actual charges shown from 2010 to 2013 and projected
19 charges after that. And if you look at this chart after 2014
20 while there is growth through 2019, it levels off after 2019.

21 And in addition, the level that will grow from
22 2014 to 2019 on a percentage basis is much smaller than what
23 occurs on 2010 through 2015. So the key is KCP&L is past the
24 biggest point of growth in these costs. There will be growth
25 in the future, but they will not be as severe as what they've

1 already gone through and they will level off. And this
2 differs from, for example, Ameren Missouri's situation.
3 Ameren Missouri's situation is such that the charges from
4 2015 to 2021 are going to increase by 185 percent. So much
5 larger increase on a percentage basis.

6 **Q. Now, you had indicated to Mr. Zobrist that SPP**
7 **had a head start over MISO. Do you recall that discussion?**

8 A. Yes.

9 **Q. Is that head start reflected either in**
10 **Mr. Rush's Schedule 5 or in the graph in Mr. Carlson's**
11 **testimony?**

12 A. The graph in Mr. Carlson's testimony is useful
13 in that it shows the SPP charges are wrapping up through 2014
14 very aggressively while the MISO ones haven't -- for Ameren
15 Missouri have not increased that much through 2014. But
16 again, when we go from 2015 to 2021, MISO's forecast of which
17 is sort of their version of Schedule 11 for SPP, those are
18 projected to increase by 185 percent from \$.58 per megawatt
19 hour to \$1.65 per megawatt hour.

20 **Q. Now Mr. Zobrist introduced a number of**
21 **schedules, schedule -- Schedule 1, Schedule 1-A, Schedule 11,**
22 **and Schedule 12. And I believe you had some questions about**
23 **some of those schedules on cross. Do you recall?**

24 A. I don't recall.

25 **Q. You don't recall discussions with Mr. Zobrist**

1 **about Schedule 11?**

2 A. I do recall discussions with Schedule 11, but
3 I don't recall I had anything beyond what I offered.

4 **Q. Okay. On Schedule 11, I mean, of these**
5 **schedules, as far as Kansas City Power & Light is concerned,**
6 **where is the real money at issue?**

7 A. Oh, Schedule 11, it's the base plan operations
8 which are recovered through Schedule 11.

9 **Q. And did you recommend allowance if there is an**
10 **FAC allowance of any of the Schedule 11 charges?**

11 A. Yes. Actually, Schedule 11 is most of their
12 account 565 expense, and so what I'm recommending is that --
13 that all but 92.7 percent of it, or 7.3 percent of it, would
14 be recoverable in the FAC, if the Commission chooses to grant
15 Kansas City Power & Light Company an FAC in this proceeding.

16 **Q. There was discussion, I believe you had with**
17 **Staff counsel and you indicated that you -- you came up with**
18 **your 7.3 percent that you just mentioned using normalized**
19 **energy figures that you had obtained from somebody's**
20 **testimony with Kansas City Power & Light, I forget which**
21 **witness. Can you refresh my recollection?**

22 A. Mr. Crawford.

23 **Q. Okay. And another witness from Kansas City**
24 **Power & Light took issue with your calculation. Do you**
25 **recall that, with your reliance on the normalized energy**

1 **figures?**

2 A. Mr. Crawford did in his surrebuttal testimony,
3 yes.

4 **Q. All right. And I believe you indicated that**
5 **you had cross-checked your calculations to FERC Form 1.**
6 **Would you explain to the Commission what you did?**

7 MR. ZOBRI ST: Judge, I think this goes beyond
8 either Commissioner or my questions.

9 MR. DOWNEY: This was a Staff question.

10 JUDGE BUSHMANN: Overruled.

11 THE WITNESS: This is actually discussed to
12 some extent in my rebuttal testimony. Let me just get a
13 moment to see if I can find that. Yes, on pages 21 and 22 of
14 my rebuttal testimony, I discussed first the normalized
15 megawatt hour numbers for the purchase of non-firm energy
16 from the wholesale market as well as the total firm native
17 load energy need of KCP&L and the portion of its generation
18 output that sells its off-system sales and then the total
19 energy production from its generation.

20 Those specific numbers, which are all
21 normalized numbers from Midas runs that were performed under
22 Mr. Crawford's direction, those numbers are all HC, so I'm
23 not going to mention what those numbers are. However, I did
24 compare them to KCP&L's own 2014 FERC Form 1 filing that was
25 made on April 20th, 2015. And on an order magnitude basis,

1 they're in the same ballpark, and that was really the
2 crosscheck I did. There's no indication in Form 1, which is
3 one of the arguments I made extensively for my testimony,
4 there's no indication for Form 1 filing that they purchase
5 all their energy for their load from SPP.

6 They simply, they do that on a gross basis,
7 but for account 668, which reflects what's really going on,
8 they -- they do not report gross purchasing all their energy
9 for the load from SPP. They just purchase the portion -- a
10 portion of their needs for their load by supplementally
11 buying power from the SPP market and it's, you know, in the
12 FERC Form 1, the amount purchased from SPP in 2014 was only
13 1.2 million megawatt hours, while their reported total load
14 was a much larger figure on the order, I believe, of 14
15 million megawatt hours.

16 **Q. One last topic. You -- in cross, in response**
17 **to cross questions, you indicated there was something**
18 **significant in some graph or chart but it was HC and you**
19 **never, I think, followed up and indicated what it was you**
20 **were talking about. Do you recall that discussion?**

21 A. Yeah. It was actually Mr. Zobrist's
22 cross-examination of my -- of Mr. Carlson's chart that I
23 believe was in his rebuttal testimony. There's some numbers
24 that are HC, but there's an important point in regard to
25 Mr. Carlson's testimony on the deviations and actual, or the

1 changes in actual from forecast.

2 **Q. Can you explain that without divulging any**
3 **highly confidential information?**

4 A. The way the Company presented it, I would have
5 to divulge the highly confidential information.

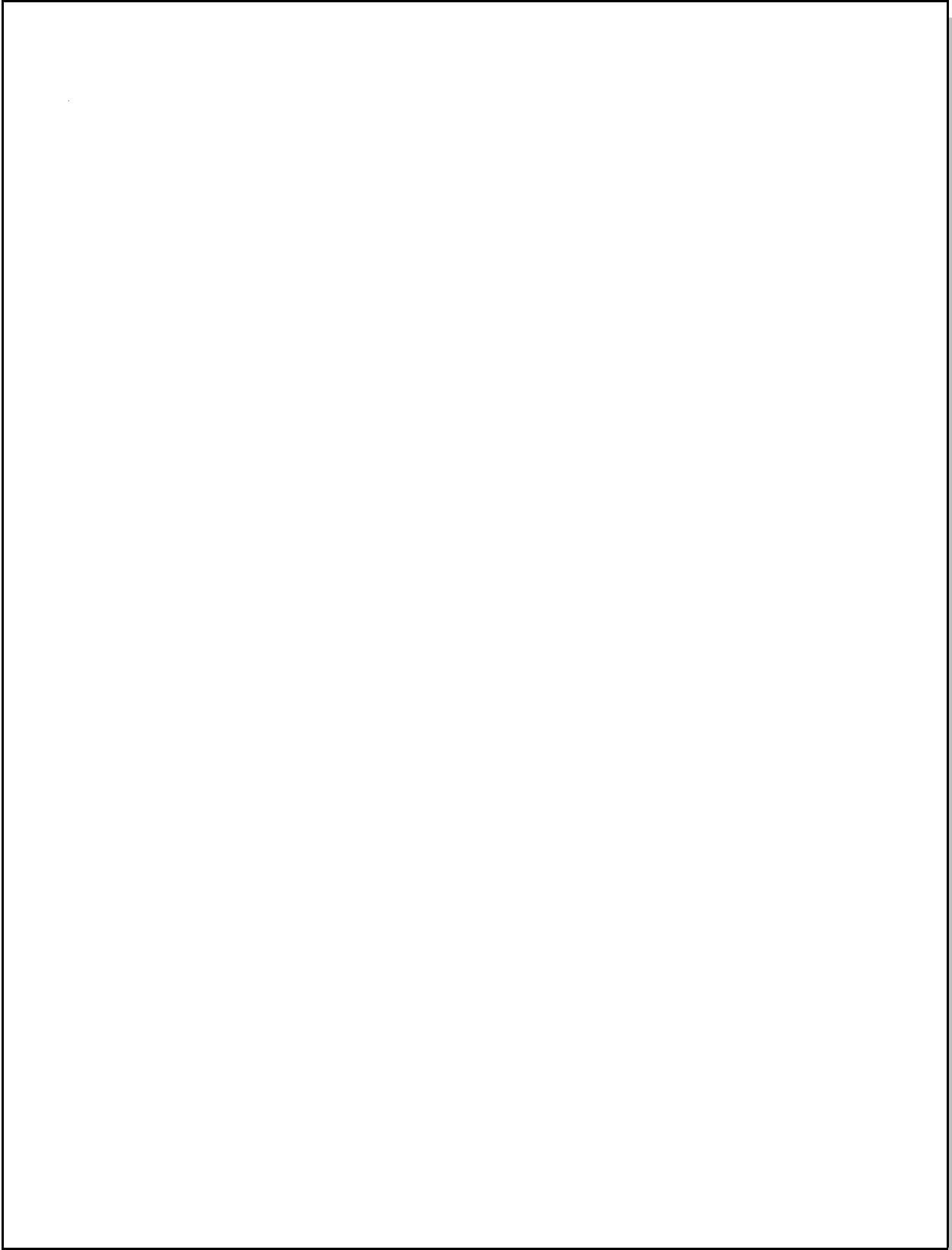
6 **Q. Okay.**

7 MR. DOWNEY: Judge, can we go into closed
8 session?

9 (REPORTER™S NOTE: At this point, an in-camera
10 session was held, which is contained in Volume 19, pages 1786
11 to 1787 of the transcript.)

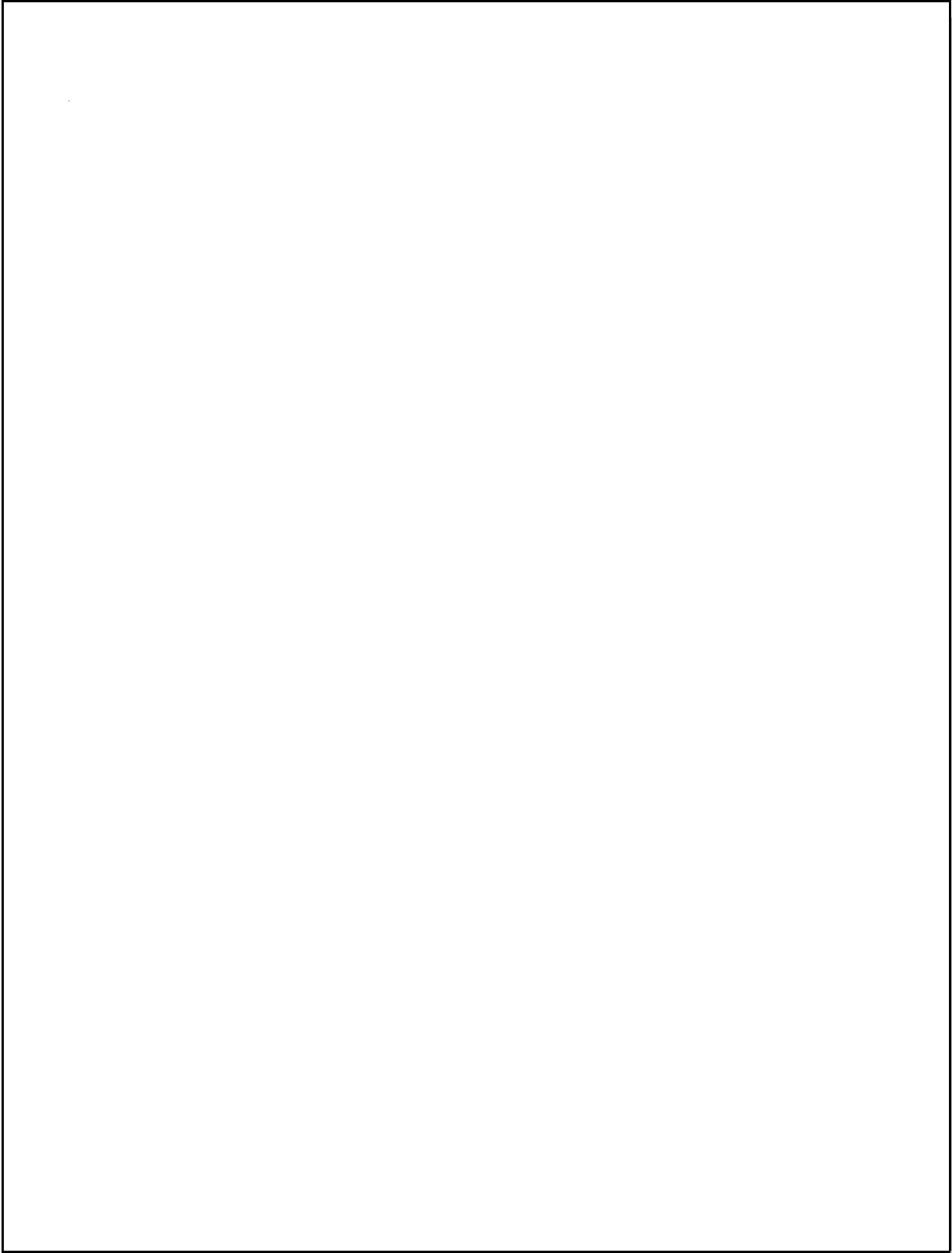
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JUDGE BUSHMANN: All right. Back in public session. That completes your testimony, Mr. Dauphinais. You may be excused. Why don't we take a break. We will be in recess until ten minutes until 4:00.

(A break was held.)

JUDGE BUSHMANN: Let's go back on the record. As far as scheduling goes, we still have three issues left on today's agenda. Are you still thinking that we're going to try to get through all three?

MR. HACK: Judge, we have continued our settlement discussions. We expect to file two settlement documents in the morning. We have looped all of the parties in. There has been no negative word regarding the settlements. Obviously we haven't filed anything yet, but the plan is not to try the veg management issue today. That is a topic of -- of the settlement.

I'd like to try and plow forward and take property taxes and critical infrastructure protection and for the balance of the hearing, we would be left with the -- correct me if I'm wrong here, Counsel -- income taxes, low-income weatherization, and then the -- putting back on the stand Robin Kliethermes regarding her proposal to correct her testimony.

JUDGE BUSHMANN: Which sounds doable for

1 tomorrow. You were wanting to accelerate those and just do
2 them tomorrow, those remaining issues?

3 MR. HACK: Correct.

4 JUDGE BUSHMANN: Okay.

5 MR. HACK: So -- I'm sorry.

6 JUDGE BUSHMANN: We would, for now, not do the
7 vegetation management issue tonight.

8 MR. HACK: Or tomorrow.

9 JUDGE BUSHMANN: All right. That will work as
10 long as we have commitments from parties that they're not
11 going to object to the non-unanimous stipulation.

12 MR. HACK: And everybody here --

13 JUDGE BUSHMANN: As long as you have verbal
14 representations from the parties that they're not going to
15 object, then I think that would work just fine.

16 MR. HACK: And we do.

17 JUDGE BUSHMANN: Okay. Well, then let's push
18 forward and go to the next topic, which is property taxes.
19 We're going to have mini openings and the first would be by
20 Kansas City Power & Light.

21 MR. STEINER: May it please the Commission.
22 KCP&L's property taxes have been increasing significantly the
23 past several years due to the Company's large construction
24 program and due to the way the taxing authorities calculate
25 property taxes. These increasing costs are imposed by

1 third-party taxing authorities and KCP&L has little or no
2 control over the decisions of those taxing authorities.

3 KCP&L requests a tracker because the amount of
4 property tax costs, they'll be set in rates -- will not be
5 representative of future costs. Now, there won't be this --
6 they won't be representative of future costs because property
7 that is put into service today, like the La Cygne
8 environmental project, won't be fully reflected in the
9 company's fair market value assessment by those taxing
10 authorities for a number of years.

11 As an example, it will likely be 2017 or later
12 before the full impact of the net operating income generated
13 by the new rates authorized to the La Cygne investment, it
14 will be 2017 before that will be represented in state
15 property tax assessments. It's due to this delay that the
16 company is seeking a tracker. Without that tracker, the
17 Company will not have a way to recover its rising property
18 tax expenses in a no-to-low growth environment.

19 We have a witness, Melissa Hardesty, who can
20 answer your questions about the property tax challenges that
21 I just mentioned about the delay, and if you have questions
22 about the property tax tracker itself, I would ask that you
23 ask Mr. Tim Rush, who's also here to take the stand on that.
24 Thank you.

25 JUDGE BUSHMANN: Thank you. Opening by Staff.

1 MS. PAYNE: May it please the Commission. The
2 issue of property tax expense is twofold. First, as in many
3 cases, the question is what level of property tax expense the
4 Commission should recognize in KCP&L's ref requirement. The
5 second part of the issue involves property tax expense.
6 Staff has never recommended the use of a tracker for property
7 tax expense and continues to recommend in this case the
8 denial of a property tax tracker.

9 However, in the event the Commission does
10 choose to implement a property tax tracker, two more issues
11 arise. Should KCP&L get a return on the tracked amount in
12 rate base and should KCP&L get carrying costs on the tracked
13 amounts. Staff's position is no to both. KCP&L should not
14 be able to get a return on a normal operating expense and
15 customers should not be required to pay more for an expense
16 that can be determined using normal rate-making principles.

17 Staff's recommended treatment of property tax
18 expense in this case is to annualize property tax expenses
19 based upon property and service January 1st, 2015. Staff had
20 applied to this January 2015 amount a property tax ratio of
21 actual 2014 property tax payments to January 1st, 2014,
22 taxable plant.

23 KCP&L agrees with Staff's methodology for
24 calculating the expected property tax expense. Tax bills for
25 each year are assessed on the property KCP&L owns on

1 January 1st of the calendar year. The taxes are typically
2 not due to the taxing authorities until December 31st of the
3 same year. Staff recommends using the annualized property
4 tax method of calculation as providing the best available
5 information since it relies on the actual January 1st, 2015,
6 balance of KCP&L's property and uses the most recent known
7 tax rate of 2014 without attempting to estimate or project
8 any change in the rate of taxation that is not known as of
9 the update period or the true-up date.

10 In surrebuttal, KCP&L recommends an increase
11 to Staff's annualized property expense based on an arbitrary
12 forecast of property tax expense. Staff contends that
13 KCP&L's forecasted property tax expense is inflated and as
14 such should not be used to annualize KCP&L's property taxes.
15 Staff witness Karen Lyons provides a chart of KCP&L's actual
16 property taxes incurred for 2013 to 2014 and KCP&L's budget
17 from 2013 to 2017. Staff's approach is consistent with that
18 taken previously and it has received several favorable
19 rulings from the Commission in prior rate cases.

20 Property tax costs, like transmission,
21 vegetation management, and cyber security costs, are known
22 and measurable, normal day-to-day operating costs for which
23 Staff can determine a level of ongoing expense to be included
24 in KCP&L's cost of service using historical cost and
25 rate-making principles such as normalizations and

1 annualization.

2 Trackers should only be used for costs that
3 are volatile, difficult to predict and for which there is no
4 historical data on which to base such a prediction. In
5 short, trackers should only be used in rare circumstances
6 where it is extremely difficult to identify an appropriate
7 level of costs to be included in rates.

8 Staff recognizes that property taxes have
9 increased; however, the use of a tracker is not justified
10 simply because a specific cost is increased. A variety of
11 factors can impact property tax expenses. Among other
12 things, many plant additions over the past several years have
13 led to an increase in property taxes. Staff has reflected
14 the increase in property taxes in rates in previous KCP&L
15 rate cases as well as in this rate case.

16 KCP&L predicts that property taxes will
17 continue to rise but it provides no analysis to justify this
18 assertion. By requesting a tracker, KCP&L is requesting to
19 recover a specific expense that can be reasonably calculated
20 without taking into consideration all increases or decreases
21 of KCP&L's other expenses in revenues.

22 Staff's method of calculating an annualized
23 level of property taxes accounts for actual state property
24 tax rates and plant additions that have contributed to the
25 increase in KCP&L's property tax expense. The use of a

1 tracker does not take into consideration any cost reduction
2 that can offset increased property tax costs.

3 A property tax tracker would cause an
4 inconsistency with the investment revenue and expense
5 relationship. The amounts determined through traditional
6 rate-making principles are intended to match the relationship
7 with KCP&L's investment revenue and expense and anticipate
8 that the same relationship will continue in the foreseeable
9 future.

10 No utilities, including KCP&L, currently have
11 a property tax tracker in Missouri. Circumstances for KCP&L
12 do not make it so difficult to identify an appropriate level
13 of property tax costs that a tracker would be necessary. In
14 the event KCP&L determines it is not recovering expenses, it
15 can file a rate case.

16 Therefore, Staff urges the Commission to use
17 Staff's method to calculate property taxes, which does not
18 include the use of a tracker or forecasted levels. Staff
19 witness Karen Lyons can speak to more about it or I can take
20 questions at this time.

21 COMMISSIONER STOLL: No questions, thank you.

22 MS. PAYNE: Thank you.

23 JUDGE BUSHMANN: Opening by Public Counsel.

24 MR. OPITZ: May it please the Commission.

25 Public Counsel opposes property tax tracker as an unnecessary

1 deviation from traditional cost of service rate-making. This
2 tracker will not incentivise the Company to control costs, it
3 violates the matching principal, and it allows consideration
4 of a single-offense item to the exclusion of all other
5 factors.

6 The Staff's historical rate-making treatment
7 to include to determine an annualized property tax amount
8 accurately captures the known and measurable property tax
9 expense incurred by the Company. Property tax expense is an
10 expense that is predictable and KCP&L's assertions that taxes
11 will continue to increase are speculative.

12 The increases over the last few years can be
13 explained because there is a proportional relationship
14 between plant additions and additional property taxes paid.
15 The Company's request is simply an unnecessary deviation from
16 traditional rate-making and as a consequence of this tracker,
17 if it were approved, would carve out an expense from all
18 relevant factors, consideration, and the Company would lose
19 an incentive to control costs and seek efficiencies and
20 additionally, it removes any risk or benefit that may occur
21 as a natural consequence of regulatory lag. So Public
22 Counsel opposes this tracker.

23 I'm happy to answer any questions.

24 COMMISSIONER STOLL: No questions, thank you.

25 COMMISSIONER KENNEY: I've got just one real

1 quick. Thank you. I understand Public Counsel's opposition
2 to trackers, but you said something, how do property taxes,
3 how can property taxes be controlled by the Company?

4 MR. OPITZ: I believe that within the
5 testimony of Staff's witness, there was an example of another
6 -- of Ameren Missouri challenging a property tax assessment,
7 and it's my understanding that that was offered as one way
8 that the Company can control tax level.

9 COMMISSIONER KENNEY: So just challenging the
10 tax -- the tax itself?

11 MR. OPITZ: Yes. And the second way, if I
12 may, is that -- and I believe Ms. Lyons and Public Counsel's
13 witness, Mr. Addo also testify to level of construction of
14 new plant upon which taxes are levied. And that's another
15 way that the Company does have some control because they do
16 control when to file a rate case, approximately when that
17 plant is in service and could recover the expenses that they
18 pay in property taxes based on their decision to file a rate
19 case.

20 COMMISSIONER KENNEY: I guess if they wanted
21 -- so you recommend they file one every 12 months so they can
22 recover their taxes every time and put that burden on the
23 ratepayer?

24 MR. OPITZ: No, that's not what we recommend.
25 But that is one way that -- that the utility does have some

1 control over their property taxes.

2 COMMISSIONER KENNEY: They have control, but
3 if it's -- they've been escalating and I understand how
4 property taxes operate to a degree on utilities. I'll ask
5 the witness that question, but you know, if they want to
6 recoup everything, they can do it, like, every 12 months,
7 because otherwise there's going to be lag; right? And if
8 taxes increase rapidly and they sell a big project, and the
9 test year is a later year, they've lost out for those taxes
10 on that -- for that year preceding the test year, if they
11 were higher.

12 MR. OPITZ: There may be lag, but I will say
13 that when you consider all relevant factors, which Public
14 Counsel -- which the Supreme Court has said the Commission is
15 required to do, and Public Counsel supports that, is there
16 may be offsetting cost decreases just as there may be
17 offsetting cost increases.

18 COMMISSIONER KENNEY: Sure, like getting rid
19 of a lot of employees, cutting the employee staff, that
20 lowers expenses. So there's other give-and-take.

21 MR. OPITZ: There is give-and-take.

22 COMMISSIONER KENNEY: Thank you.

23 JUDGE BUSHMANN: Thank you. Opening by MECG.

24 MR. WOODSMALL: I'd like to hand out a couple
25 documents, they're not exhibits, they're court cases I'm

1 going to be talking about, and I just want them available for
2 the Commission's convenience. The first one I've handed out
3 is known as the UCCM case. We're going to talk about that a
4 little bit, and the second one is the Sibley AAO case we'll
5 talk about.

6 Thank you and good afternoon. Yesterday I was
7 asked a couple questions about the legality of trackers.
8 That made me realize a couple of things. First we've come
9 this far in this case and with four different trackers
10 proposed and despite having four attorneys with over a
11 hundred years of regulatory experience, KCP&L has still yet
12 to tell us the statutory authority that they provide for
13 trackers.

14 The other thing that made me realize was that
15 I've done a pretty poor job of supporting my assertion that
16 there's no statutory authority for these trackers. So in my
17 opening statement today, I want to address three things that
18 were raised in the questions from Commissioner Hall
19 yesterday.

20 First, I will address the scope of review that
21 the Court will apply to a Commission Order addressing a
22 tracker. Second, I will provide some discussion from a
23 Supreme Court decision, this UCCM case talking about what
24 retroactive rate-making is and why it is prohibited.
25 Finally, I will address the limited exception to the

1 retroactive rate-making doctrine for deferred costs
2 associated with an extraordinary event.

3 And going to the scope of how the Commission's
4 Order will be reviewed, here's a quote directly from the UCCM
5 case. Quote, since it is purely a creature of statute, the
6 Public Service Commission's powers are limited to those
7 conferred by the above statutes, either expressly or by clear
8 implication as necessary to carry out the powers specifically
9 granted.

10 So when a court decision is appealed, this is
11 the legality prong. You'll have to show that your Order is
12 legal. And in order to do that, you have to show statutory
13 authority, either expressly or by clear implication.

14 Going -- staying on the UCCM case, the Court
15 then says, thus, while these, referring to the Public Service
16 Commission's statutes, are remedial in nature and should be
17 liberally construed in order to effectuate the purpose for
18 which they were enacted, quote, neither the convenience
19 expediency or necessity are proper matters for consideration
20 of the determination of whether or not an act of the
21 Commission is authorized by the statute.

22 So you're going to have to show legality. And
23 can't simply say we need it. It's something other states are
24 doing. And convenience isn't a reason. You have to show a
25 statute. You have to show authority. You're a creature of

1 statute.

2 And in the UCCM case, the Commission was
3 challenged for its approval of an FAC and the Supreme Court
4 said Commission, show us your statutory authority, and the
5 Commission couldn't do it. The counsel for the Commission
6 just pointed broadly at statutes and the Court criticized
7 them of no greater help is the summary statement that Chapter
8 393 RSMo gives the PSC full authority over rates.

9 You can't just make broad assertions that 393
10 lets you do whatever you want. You have to show specific
11 statutes. Here's a long statement from that case.
12 Respondents, referring to the PSC themselves, have difficulty
13 pointing to what provisions in the statutes give them
14 authority to utilize a fuel adjustment clause.

15 In their brief, as noted, they simply argue
16 that, quote, it is clear that the statutes and case law in
17 Missouri authorize such provisions, unquote. In oral
18 argument, they admitted that it was hard to find specific
19 sections authorizing an FAC, but that we should approve it on
20 the basis of Sections 393.130, 393.140 and Section 393.270,
21 and through application of the principle that where an agency
22 is given broad supervisory authority, deference should be
23 given to its interpretation of a statute.

24 It is for the legislature, not the PSC, to set
25 the extent of the latter's jurisdiction. The mere fact that

1 the Commission has approved similar clauses in the past, or
2 that other states permit them, is irrelevant if they are not
3 permitted under our statute.

4 The Supreme Court is sitting there saying you
5 can't just blindly point to statutes. You have to show us
6 specific statutory authority. And here's what the Supreme
7 Court came down in rejecting the Commission's FAC. These
8 provisions, referring to 393.130, 140, and 270, give no
9 authority as we read them to establish a variable rate by use
10 of a fuel adjustment clause. So that's the scope that any
11 decision regarding trackers will look at. They will look for
12 specific statutory authority.

13 Let's turn, then, to what the problem is, The
14 Supreme Court statement on retroactive rate-making. It, the
15 Public Service Commission, may not, however, redetermine
16 rates already established and paid without depriving the
17 utility or the consumer if the rates were originally too low,
18 of his property. If rates don't work, you can't go back and
19 give the utility more money. You get one shot to reach into
20 the ratepayer's pockets and that's in the fixed rate you set.

21 You can't do a tracker in my argument and go
22 back and reassess to take money because your rates didn't
23 match cost of service. And here's a great example of it.
24 Quote, the utilities take the risk that rates filed by them
25 will be inadequate, or excessive, each time they seek rate

1 approval. To permit them to collect additional amounts
2 simply because they had additional past expenses not covered
3 by either clause is retroactive rate-making; i.e., the
4 setting of rates which permit a utility to recover past
5 losses or which require it to refund past excess profits
6 collected under a rate that did not perfectly match expenses
7 plus rate of return with the rate actually established.
8 Again, you set the rate. Retroactive rate-making precludes
9 you from going back and fixing it for the utility.

10 Another -- so this is what you should take
11 away regarding retroactive rate-making. So the question then
12 becomes: If you can't do retroactive rate-making, how does
13 the Commission have any authority to defer any costs from
14 past periods from recovering future periods. Supreme Court
15 seems to say retroactive rate-making would preclude any
16 deferrals from past costs.

17 Well, there's case law. There's no statute,
18 but there's case law that provides a limited exception to the
19 retroactive rate-making doctrine. And that's contained in
20 the second case I've given you, known as the Sibley AAO case.
21 And this provides a limited exception to the doctrine against
22 retroactive rate-making.

23 As you read through that case, you'll see
24 Public Counsel raise the issue of retroactive rate-making and
25 the court rejects it. The Court discusses deferrals. Court

1 says the Commission's decision to grant authority to defer --
2 this is an important part, too. Notice the Court doesn't say
3 AAO, the Court doesn't say tracker. The Court says deferral.
4 And as we saw earlier, trackers, AAO, they do the same thing.
5 They defer. The Court is talking about deferrals.

6 The Commission's decision to grant authority
7 to defer the cost associated with the Sibley reconstruction
8 and coal conversion projects by recording the costs in
9 account number 186 was the result of the Commission's
10 determination that the construction projects were unusual and
11 non-recurring, and therefore, extraordinary. Quote, because
12 rates are set to recover continuing operations -- continuing
13 operating expenses plus a reasonable return on investment,
14 quote, only an extraordinary event should be permitted to
15 adjust the balance to permit costs to be deferred for
16 consideration in a later period.

17 Retroactive rate-making is unlawful. The
18 Court of Appeals came back and said there is a limited
19 exception, only extraordinary costs can be permitted to undue
20 this balance. So, I continue to assert, then, that there is
21 no statutory authority for trackers.

22 We're this far into the case, KCP&L is still
23 yet to provide one. I hope the Commission orders the parties
24 to brief the issue of statutory authority for trackers. But
25 as I've just shown, it's my belief that there is no statutory

1 authority. The only authority for deferring costs is that
2 contained in the Sibley decision and that's only where costs
3 are extraordinary. I have nothing further. Thank you.

4 COMMISSIONER KENNEY: I have a question.
5 Excuse me. Did I hear you say, did you put trackers and fuel
6 adjustment clauses in the same group?

7 MR. WOODSMALL: They are. They are in the
8 same group from the standpoint that they defer. And when I
9 mentioned the UCCM case, that was talking about fuel
10 adjustment clauses. There is a distinction. A fuel
11 adjustment clause allows the deferred amount to be recovered
12 between cases. The other two AAOs and trackers have to wait
13 until the next case to get recovery, so there is a
14 distinction. But in my mind, as far as the case law
15 indicates, deferral of any costs, whether through an
16 adjustment clause --

17 COMMISSIONER KENNEY: Would you consider,
18 then, you would say that an FAC is not --

19 MR. WOODSMALL: No. After the general --
20 after the Supreme Court came out and struck down the fuel
21 adjustment clause in '79, this state went 30 -- 27 years
22 without a fuel adjustment clause. Then the General Assembly
23 came back and provided you specific statutory authority for
24 fuel adjustment clauses. So while there is specific
25 statutory authority for an FAC, there's not for any trackers.

1 COMMISSIONER KENNEY: Then how come this
2 Commission and others have had trackers?

3 MR. WOODSMALL: The Commission and others -- I
4 don't know about others.

5 COMMISSIONER KENNEY: Well, I mean, we have
6 Staff supporting a tracker, one of the trackers in this case,
7 don't we?

8 MR. WOODSMALL: First off, as far as the
9 others, that's easy to address. It could be a myriad of
10 other things. They have specific statutory authority like I
11 showed in Kansas. The trackers to date that have been used
12 have been, in my mind, tied to extraordinary items. What we
13 see in this case is the utility pushing the envelope. We've
14 had trackers for storm costs, we've had trackers for acts of
15 God, vegetation management -- I'm sorry, acts of God, but
16 also for new legislation, new rules, vegetation management,
17 renewable energy standards, gas pipeline replacement. Those
18 have been considered extraordinary. So the trackers we've
19 had can be called extraordinary. What we're seeing now, like
20 I said, is the utility pushing the envelope. We're trying to
21 get past extraordinary. They refuse to use that word.

22 COMMISSIONER KENNEY: Okay.

23 MR. WOODSMALL: They want to extend it to
24 non-extraordinary items like property taxes and other things
25 like that.

1 COMMISSIONER KENNEY: Okay. Thank you.

2 COMMISSIONER STOLL: I have one question. So
3 when the -- let's see, vegetation management tracker, that
4 was before any of our time here, but Ameren was ordered to
5 perform vegetation management to help prevent outages and a
6 tracker was established to determine what those costs were.
7 And again, is that because those were unknown and
8 extraordinary costs?

9 MR. WOODSMALL: I think you're largely right.
10 There's a little difference in the sequence. And before the
11 rule became completely effective, Ameren had a case going,
12 and they said this rule that's going through is going to
13 impose costs on us, and so the Commission and the parties, I
14 think, all agreed, give them a tracker. It's an
15 extraordinary event, the Commission putting out a rule that
16 imposes this duty and these new costs on a utility. So
17 there, the parties, I think, agreed with the Commission that
18 a tracker was appropriate.

19 COMMISSIONER STOLL: Okay. Thank you.

20 MR. WOODSMALL: Thank you.

21 JUDGE BUSHMANN: Commissioner Hall, questions?

22 COMMISSIONER HALL: No, thank you.

23 MR. WOODSMALL: Thank you.

24 JUDGE BUSHMANN: Ready for the first company
25 witness.

1 MR. STEINER: Company calls Melissa Hardesty.
2 (MELISSA HARDESTY, having been first sworn by
3 Judge Bushmann, testified as follows:)

4 DIRECT EXAMINATION

5 QUESTIONS BY MR. STEINER:

6 Q. Please state your name for the record.

7 A. Melissa K. Hardesty.

8 Q. Where are you employed?

9 A. I'm employed by Kansas City Power & Light.

10 Q. What's your position there?

11 A. I'm senior director of taxes.

12 Q. Did you cause to be filed rebuttal testimony
13 that's marked Exhibit 112-HC and NP versions and surrebuttal
14 testimony that's been marked as 113, which has HC and NP
15 versions?

16 A. Yes. Yes, I did.

17 Q. Do you have any corrections to that testimony?

18 A. No, I don't.

19 Q. If I were to ask you the same questions that
20 are contained in that -- in those exhibits, would your
21 answers be the same today?

22 A. Yes.

23 Q. Are your answers true, correct, to the best of
24 your knowledge?

25 A. Yes.

1 MR. STEINER: Your Honor, this witness, I
2 believe, appears on another issue, so I won't offer the
3 exhibits into evidence, but I will tender her for cross-exam.

4 JUDGE BUSHMANN: Okay. First cross would be
5 by MECG.

6 MR. WOODSMALL: No questions.

7 JUDGE BUSHMANN: Public Counsel.

8 MR. OPITZ: No questions.

9 JUDGE BUSHMANN: Commission Staff.

10 MS. PAYNE: No questions.

11 JUDGE BUSHMANN: Any questions from the
12 Commissioners?

13 COMMISSIONER STOLL: No questions, thank you.

14 COMMISSIONER KENNEY: I have questions.

15 QUESTIONS BY COMMISSIONER KENNEY:

16 Q. Hello.

17 A. Hey.

18 Q. I have a question on your rebuttal. Explain
19 to me how the -- I'm not going to get into numbers, those are
20 highly confidential, I think, but on page 24, beginning on
21 line 9, why are property tax levels increasing in 2016 and
22 2017. And then you give an explanation. Explain to me how
23 on a utility, it's not just real property. Your property
24 taxes are based on what?

25 A. So as a utility, under Missouri statute and

1 under Kansas law, the utilities, electric utilities included
2 are centrally assessed by the state and they actually
3 determine the fair market value of the Company, not the fair
4 market value of the Company's assets like property. So --
5 and they use three appraisal methods to determine the market
6 value of the company, like you would value any business, like
7 if you were to go out and buy a business, that's how they
8 value the company. And then once you value the company, then
9 they allocate that value to the counties based on
10 distribution and transmission pole miles in Missouri and on
11 historical costs in Kansas.

12 The appraisal methods that they use to
13 determine that fair market value are general appraisal theory
14 methods. One of them is the market method, which is based on
15 the stock value of the Company, one of them is the income
16 method, which is based on the net operating of the income
17 divided by the cost of capital determined by the state. The
18 third method is a cost approach, which does incorporate the
19 actual asset values, including property of the Company. They
20 determine all three of those values.

21 Once they have those three values, they look
22 at those and say based on these three appraisal value
23 methods, what value do we believe the appropriate value that
24 we should assess the Company at. And they determine a value
25 based on those three methods. In Missouri and Kansas, they

1 both rely very heavily on the income method and so our
2 property tax assessments are heavily driven by our earnings
3 of the Company and the cost of capital of the Company.

4 **Q. Do they take into account the real property,**
5 **vehicles and real estate?**

6 A. They do get a schedule of all that information
7 to determine the historical cost. It is part of the cost
8 method; however, that is not the method that they have relied
9 on to set values over the past decade.

10 **Q. So do they add them together or do they just**
11 **take everything grouped together and then they set a value,**
12 **using income method?**

13 A. They do three methods, so they do the stock
14 value to figure what the stock value of the Company, so
15 that's one method. They come up with a value for that
16 method. They come up with the income method, they set a
17 value based on that, and then the cost method which does
18 incorporate the cost, that's a third method. They take all
19 three of those numbers based on the appraisal, and they say,
20 okay, based on these three numbers, what do we believe the
21 fair market value of the Company is. Over the past decade,
22 they have relied heavily on the income method, so although
23 they compute the cost method and the market method, they have
24 not set a value based on that method in over the past decade.

25 **Q. And the mill rates just on a commercial basis?**

1 A. The mill rates are set by the counties and so
2 the Company centrally says, and then they allocate that value
3 to all the counties that we operate in based on transmission
4 and distribution pole miles. So if we have more transmission
5 lines in your county, you're going to get more allocated
6 costs. So even the counties that have power plants aren't
7 necessarily allocated a lot of dollars.

8 **Q. So they'll take up the whole company's costs**
9 **and then divide that on all the counties based on what you**
10 **have in those counties?**

11 A. By the amount of pole miles, not by the amount
12 of assets you have. So you could have a power plant but
13 could you still get very little allocated to you if you
14 didn't have very many transmission and distribution lines.
15 And that was set by the state to allocation, because KCP&L
16 operates all over the state, so that's how they allocate the
17 property in Missouri. In Kansas, it is based on historical
18 cost, so if you had a power plant in that county, then you
19 would allocated a larger share. In Missouri, it is based on
20 transmission and distribution lines.

21 **Q. So Weston doesn't get as much as they should**
22 **from Iatan, huh?**

23 A. Not as much as they would probably like to
24 get.

25 **Q. Not for a \$2 billion plant. Mr. -- I actually**

1 got this in Mr. Addo's, it's the table, it shows the income
2 taxes that have been applied, it shows plant in service and
3 the income taxes from 2009 to 2014. And I they seem
4 increasing. And then I looked at your numbers on page 24 of
5 your testimony showing what they -- the increases are
6 expected for 2016 and 2017. Is that based specifically
7 because of the plant in-services that will be going into
8 effect?

9 A. There is a correlation between the amount of
10 plant that's placed in service and increasing property taxes,
11 but that's primarily because the more plant we put in
12 service, then we come in and for rate case, we ask for a rate
13 increase, which then increases our earnings, which then
14 ultimately increases our value. But it's a fairly
15 significant lag from the time you put a plant in service, for
16 example Iatan 2 that we put in service in 2010, we were still
17 seeing the effect of that in 2014 and 2015 because it takes
18 three to five years for that to be fully reflected in our
19 property tax assessments.

20 Q. Okay. Is -- I just forgot. We know why I
21 forget, but the -- the test year this year is at 2014 in this
22 case? What's the test year?

23 A. The test year was through I believe either
24 March or June, I'm getting Kansas and Missouri confused. The
25 true-up goes through May of 2015.

1 Q. Okay. So if you take these numbers for
2 property taxes for -- from the last rate case, is there --
3 let's put it this way: Let's say the increase is \$10 million
4 and for 2015 and you filed a rate case in 2017, and so the
5 test year goes from 2016 and '17, will you lose that increase
6 you paid from 2015?

7 A. Without a tracker, yes, based on the base
8 rate.

9 Q. Yeah, I read that on Mr. -- I think Mr. Rush.
10 So absent a tracker -- without a tracker, any earnings
11 shortfall resulting from a mismatch between actual property
12 taxes and rate allowance for those costs included in rates
13 will be lost forever?

14 A. Yes. My understanding. I do the taxes, but
15 my understanding is if we don't recover --

16 Q. So if they file a rate case every 12 months,
17 they could probably recover; right?

18 A. If we filed a rate case every 12 months --

19 Q. But if you don't, that lag --

20 A. There will be lag.

21 Q. It disappears because that won't go back into
22 rate base?

23 A. That's correct. Without a mechanism approved
24 by the Commission, we would not be able to recover those
25 costs.

1 **Q. And you don't want to do a rate case every 12**
2 **months because Staff now wants the Company to pay a**
3 **percentage of the rate case expense?**

4 A. It's time-consuming, too.

5 COMMISSIONER KENNEY: Thank you.

6 JUDGE BUSHMANN: Recross.

7 COMMISSIONER HALL: I have some. This
8 actually goes probably to counsel. Why is it highly
9 confidential what Company's calculations are for property tax
10 increase?

11 MR. STEINER: Commissioner, we would -- that's
12 our projection and we would not like to let the taxing
13 authorities know that projection because they'll be saying
14 what they believe the projection should be and it would be
15 detrimental to our decision -- their decision there on what
16 they think the tax should be. It's a future projection,
17 which the rules allow us to designate as highly confidential.
18 It's something that we wouldn't want the taxing authorities
19 to see what we estimate the taxes to be.

20 COMMISSIONER HALL: Do you have a copy of the
21 rule for how we determine what's highly confidential? Could
22 you identify where and what -- could you identify what
23 section of the rule you're relying on for the assertion that
24 this information is highly confidential?

25 MR. STEINER: I think it would be under six,

1 strategies employed to be employed under consideration and
2 contract negotiation. And that is -- we're talking about the
3 future rates, future property tax rates that the taxing
4 authorities might want to set. And let me look a little
5 further.

6 I think it would also, if the HC is not
7 appropriate, it would also be negotiation strategy for the
8 reasons I mentioned earlier with the assessment by the
9 assessors. We wouldn't want to reveal what we think our
10 property tax should be when we negotiate that with the
11 assessors.

12 COMMISSIONER HALL: Well, I -- it doesn't look
13 to me like under our rule that it's highly confidential. And
14 this goes to a problem that I'm seeing not just in this rate
15 case but in all rate cases where one party doesn't want
16 information public, it calls it highly confidential and none
17 of the other parties object. And it seems to me that this
18 has been a practice going on for quite awhile. I find it
19 problematic. I believe the public should have access to as
20 much information as possible. This information to me doesn't
21 seem to be highly confidential in any way. I understand why
22 you don't want it public. That doesn't make it highly
23 confidential, so I've made my case.

24 JUDGE BUSHMANN: Recross based on Commission
25 questions, MECC.

1 MR. WOODSMALL: No questions, thank you.

2 JUDGE BUSHMANN: Public Counsel.

3 MR. OPITZ: Yes, Your Honor.

4 RECROSS-EXAMINATION

5 QUESTIONS BY MR. OPITZ:

6 Q. Ms. Hardesty, Commissioner Kenney was asking
7 you about your projections for 2016 and 2017. Have you read
8 the testimony of Staff's witness Lyons?

9 A. Yes.

10 Q. And would you agree that -- would you agree
11 with her assessment that your projections for property tax
12 include capitalized property taxes?

13 A. We do include a projection for capitalized and
14 for O & M expense. I believe a lot of the questions I
15 received were for total property taxes. We've also provided
16 the O & M property estimates as well.

17 Q. So your projections do include the capitalized
18 property taxes?

19 A. Yes. In my surrebuttal --

20 Q. That's all I have, thank you.

21 A. -- I have the total and the O & M in my
22 surrebuttal.

23 MR. OPITZ: Thank you. That's all I have,
24 Judge.

25 JUDGE BUSHMANN: Commission Staff.

1 MS. PAYNE: Yes, Your Honor.

2 RE CROSS-EXAMINATION

3 QUESTIONS BY MS. PAYNE:

4 Q. Did KCP&L determine the annualized level of
5 property taxes in this case using the same method as Staff?

6 A. We did.

7 MS. PAYNE: Thank you. Nothing further.

8 JUDGE BUSHMANN: Redirect by KCP&L.

9 MR. STEINER: Thank you.

10 REDIRECT EXAMINATION

11 QUESTIONS BY MR. STEINER:

12 Q. I believe you were asked a question about --
13 question from Commissioner Kenney about how the taxing
14 authorities assess taxes, the three -- and you responded the
15 three different methods; the market method, the income
16 method, the cost method. Do you recall that?

17 A. Yes.

18 Q. Would the rates that are established in this
19 case be reflected in the income method that the taxing
20 authorities will use to set the taxes for this year?

21 A. Since we will have rates effective September,
22 we'll have a small portion of earnings that are based on the
23 new rates, so there will be a small portion of that income
24 reflected in the property tax assessments done based on
25 assessment date January 1st, 2016; however, it will not be

1 fully reflected until we have at least a full year of
2 earnings based on those rates.

3 MR. STEINER: Thank you. That's all I have.

4 JUDGE BUSHMANN: Thank you, Ms. Hardesty.
5 That completes your testimony. You may step down. We're
6 ready for Staff witness.

7 MS. PAYNE: Staff calls Karen Lyons.

8 JUDGE BUSHMANN: You're still under oath.

9 MS. PAYNE: Your Honor, Ms. Lyons will be
10 taking the stand for another issue in this case after this
11 one, so we will withhold offering her testimony and so Staff
12 tenders the witness for cross.

13 JUDGE BUSHMANN: Okay. First cross will be by
14 Public Counsel.

15 CROSS-EXAMINATION

16 QUESTIONS BY MR. OPITZ:

17 Q. Good afternoon, Ms. Lyons.

18 A. Good afternoon.

19 Q. You are able to develop an annualized property
20 tax level for this expense; correct?

21 A. Yes. We use the same method to -- KCP&L and
22 Staff used the same method to annualize property taxes in
23 this case.

24 Q. And what is that method that you used?

25 A. We take the plant in-service as of January 1

1 of any given year. In this case, it was January 1 of 2014
2 and the actual property taxes paid for 2014 and developed a
3 ratio. That ratio was then applied to plant in-service as of
4 January 1, 2015. Those particular dates are used because the
5 January 1 date is so paramount in the fact that it's assessed
6 -- all property is assessed on that date. So any property
7 that is placed in-service, say, January 2nd of 2015 is not
8 going to be assessed for property tax purposes until the
9 following year and paid -- well, I say the following year,
10 2016 and not paid until December, 2016.

11 **Q. Thank you. And is this method one that the**
12 **Staff has recommended in the past?**

13 A. Yes.

14 **Q. Is this the regular method that Staff applies**
15 **to property tax expense?**

16 A. Yes.

17 **Q. In your surrebuttal, you discuss KCP&L's**
18 **projected property tax. And your testimony includes a**
19 **discussion of taxes that are expensed and property taxes that**
20 **are capitalized?**

21 A. Yes.

22 **Q. Can you tell me what the difference is between**
23 **those two property taxes?**

24 A. Yes. Capitalized property taxes are those
25 property taxes assessed on actual capital projects. They

1 would be applied to those projects and then once they are
2 placed in service, those property taxes would be capitalized
3 and it would be included in plant in-service and then
4 depreciation would be applied to that and they would recover
5 their costs through depreciation and a return on. Expense
6 property taxes are those that are actually applied to plant
7 in service, actual costs, the Company's property as of
8 January 1.

9 **Q. Do you believe it was appropriate to include**
10 **the capitalized property taxes and the projected property**
11 **tax?**

12 A. For the purposes of this tracker, absolutely
13 not. Those are for this tracker, KCP&L's proposal is for
14 property taxes that are O & M in nature expensed. In other
15 words, the capital property taxes, like I said, will be
16 recovered through plant in service.

17 **Q. So as a consequence of including the**
18 **capitalized property tax in this projection, does that -- how**
19 **does that impact the level of expense, the projected level of**
20 **expense?**

21 A. Well, it's overstated. And I would say that
22 it's overstated significantly. I can tell you for Staff's
23 perspective, we put in \$91 million in property taxes for an
24 annualized level and that will be the final amount because we
25 will not true this particular number up that. That \$91

1 million is reflective of what KCP&L's own projections are
2 going to be, I believe in 2016 -- or I'm sorry in 2015. In
3 2016, and it's highly confidential, so I'm going to avoid the
4 number. I believe that number could potentially be
5 overstated, and the reason I say that is because they missed
6 the mark significantly in 2014 when they budgeted their 2014
7 property taxes and compared that to what they actually
8 incurred.

9 MR. OPITZ: That's all I have. Thank you.

10 JUDGE BUSHMANN: MCG.

11 MR. WOODSMALL: No questions.

12 JUDGE BUSHMANN: Kansas City Power & Light.

13 MR. STEINER: Thank you.

14 CROSS-EXAMINATION

15 QUESTIONS BY MR. STEINER:

16 Q. Good evening, Ms. Lyons.

17 A. Good evening.

18 Q. You agree that KCP&L's property taxes have
19 increased; is that correct?

20 A. Yes, they have, but Staff has reflected those
21 increases through various rate cases.

22 Q. So I think you just said that you -- your
23 analysis -- or your base rate amount is 91 million?

24 A. I believe that's on a total company basis, but
25 yes.

1 **Q. Do you know what that total company basis was**
2 **during the last rate case that Staff -- what their adjustment**
3 **was?**

4 A. If you give me just a moment, I might be able
5 to tell you that. Yeah, I believe that was around 76
6 million.

7 **Q. So that's quite a significant lag, isn't it?**

8 A. From? Significant lag from what they're
9 incurring now?

10 **Q. Correct.**

11 A. Well, I can tell you that Staff can only
12 update costs if given an opportunity. There was the \$76
13 million in costs for property taxes that was included in
14 rates in the last case. If KCP&L was aware of -- of
15 significant cost increases, such as property taxes,
16 transmission, cyber security, then we could have reflected
17 those costs in rates earlier given an opportunity. But if no
18 opportunity exists, then we cannot do that.

19 **Q. So that opportunity would be filed in a rate**
20 **case; correct?**

21 A. In a situation where you have significant
22 increases as described in many KCP&L witnesses' testimony, I
23 would say that's accurate, yes.

24 **Q. Okay. Do you agree with Melissa Hardesty that**
25 **there are three appraisal methods used by taxing authorities**

1 **to assess taxes?**

2 A. I believe that is what she presented in her
3 testimony, yes.

4 **Q. And the first one is the cost approach and**
5 **that's based on the plant in-service. Do you agree that's**
6 **one method the taxing authorities use?**

7 A. That is what she presented in testimony, yes.

8 **Q. So other than reading her testimony, you don't**
9 **know the approaches -- the appraisal methods used by taxing**
10 **authorities to assess taxes; is that correct?**

11 A. I -- other than testimony and then a specific
12 data request that Staff asked, and I believe that was based
13 on her testimony, and given the fact that KCP&L and Staff
14 developed property taxes in the same manner, then you're
15 absolutely correct. We have not gone into the different
16 methods that an assessor will use.

17 **Q. Okay. Do you agree with Ms. Hardesty that**
18 **Missouri doesn't rely solely on the cost approach to**
19 **determine fair market value?**

20 A. Can you ask that question again?

21 **Q. Well, there's -- we were going through the**
22 **three methods, appraisal methods. There's the cost approach,**
23 **there's the income approach, and there it's market approach.**

24 A. Uh-huh.

25 **Q. And do you agree with -- with KCP&L witness**

1 **Hardesty that Missouri doesn't rely solely on the cost**
2 **approach to determine fair market value?**

3 A. I don't have any reason to say one way or
4 another.

5 Q. Okay. If you would go to -- it was my
6 impression that Staff focused on the cost approach when it
7 looked at property taxes; is that --

8 A. That's a fair statement, yeah.

9 Q. If you would go to your rebuttal, page 10. In
10 line 1, you say, However KCP&L has had significant plant
11 additions each year that substantially caused those increased
12 property taxes. So by you saying that they -- that the plant
13 has substantially caused those increased property taxes, are
14 you recognizing that there's other ways to assess taxes than
15 the cost approach?

16 A. I believe -- I'm sorry, was that to assess
17 taxes?

18 Q. Right.

19 A. Well, I know based off Ms. Hardesty's
20 testimony and again the data request that there are other
21 possible ways to assess property taxes, but for developing
22 property tax expense in this case using plant is the method
23 traditionally used by Staff and accepted by KCP&L.

24 Q. Okay. So would you agree that the other
25 approaches, the income approach and the market approach, are

1 **also reasons why property tax are increasing for the Company?**

2 A. I cannot say one way or another on that.

3 Q. **Okay. If you would go still in your rebuttal,**
4 **page 8, line 12 and 13. I'm paraphrasing, you say by**
5 **requesting a property tax tracker in this case, KCP&L is**
6 **requesting to recover a specific expense that can be**
7 **reasonably calculated without taking into consideration all**
8 **increases or decreases. Do you see that?**

9 A. Yes.

10 Q. **Okay. Now, do you understand that a tracker**
11 **is simply a deferral mechanism?**

12 A. Yes.

13 Q. **And trackers don't permit recovery, either**
14 **over-recovery or under-recovery?**

15 A. They don't in the specific case that they are
16 requested; however, they will potentially result in recovery
17 in a future rate case.

18 Q. **That's correct. So we're not requesting to**
19 **recover a specific expense by requesting the tracker;**
20 **correct?**

21 A. Well, by requesting a tracker, I assume that
22 you are going to want to recover those -- those costs going
23 forward.

24 Q. **In a future rate case; correct?**

25 A. Yes, it would be a future rate case.

1 **Q. Okay. Do you know how long it will take for**
2 **the value of the La Cygne plant additions to be fully**
3 **recognized in the Company's property tax assessment?**

4 A. I do not, but I can say that there's another
5 aspect of La Cygne as far as the plant is -- is concerned and
6 that is it is exempt from property taxes in Kansas.

7 **Q. Okay. But not all -- not all of the future**
8 **environmental upgrades are exempt from property tax; correct?**

9 A. Well, to the extent the value, it would
10 probably have to be subject to check. I would have to check
11 with Matt Young on that as far as the dollar value. But a
12 significant portion of it is exempt because of the
13 environmental nature of the project.

14 MR. STEINER: Okay. Thanks, that's all I
15 have.

16 JUDGE BUSHMANN: Any questions from
17 Commi ssi oners?

18 COMMI SSIONER STOLL: I have no questions.
19 Thank you for your testimony.

20 COMMI SSIONER KENNEY: I do, just excuse me.

21 QUESTIONS BY COMMI SSIONER KENNEY:

22 **Q. You answered the question, I think it was**
23 **asked by Kansas City Power & Light Counsel. On page 25 of**
24 **your surrebuttal, you state when costs increase to a level**
25 **that is greater than any offset based on other cost**

1 decreases, lines 24 to 26, utility companies have an option
2 to file for a rate case. KCP&L could have filed another rate
3 case prior to this one to recover the increase of costs
4 identified in Mr. Ives' chart. And Mr. Ives was talking
5 about they fell 180 basis points below ROE in year one and
6 220 basis points in year two. So is it Staff's position that
7 instead of a tracker to -- to track the costs incurred, that
8 they'd prefer the Company just file a rate case every year?

9 A. Well, I think --

10 Q. If the situation is as I pointed out Mr. Ives
11 in those years of higher expenses than believed, that the
12 rates cover?

13 A. Right. And that's the thing, Mr. Ives' chart
14 does not address anything -- any possible decreases. He's
15 just taking those costs, projecting and saying they're going
16 to continue to rise going forward, which isn't -- not
17 necessarily the case. It's possible, but it may not be.

18 Secondly, you know, the trackers themselves
19 causes more harm to the customers. You have a situation
20 where KCP&L just by the very nature of the regulatory process
21 in Missouri, that they will begin to manage your cost, cut
22 costs, as soon as this rate case is over. It's just the
23 nature of -- of the regulation in Missouri.

24 So they start cutting costs and then you have
25 a tracker that is placed, possibly, placed, you know, is

1 granted by the Commission, and all those costs are deferred.
2 So now you have ratepayers not receiving any benefit from any
3 type of cost decreases that occur after a rate case.

4 **Q. So it's Staff's opinion you would rather have**
5 **them just file another rate case?**

6 A. In a situation where they are -- have a
7 cost-increasing environment and they are not sufficiently
8 earning their return, I would suggest --

9 **Q. So your statement is in year one, they should**
10 **have just filed another rate case and not waited for as long**
11 **as they did in order to recover those -- what they consider**
12 **drastic increase in revenue, because of their -- or not**
13 **decrease in revenue, but a lost greater expenses?**

14 A. Yes, I believe they made a decision to stay
15 out and the result hurt them.

16 **Q. So does Staff believe they should -- instead**
17 **of a tracker, just rather have them file additional rate**
18 **cases if needed to recoup that money?**

19 A. I believe that if -- if it is necessary to
20 recover their cost, then yes.

21 COMMISSIONER KENNEY: Okay. Thank you.

22 JUDGE BUSHMANN: Recross based on Commission
23 questions, Public Counsel.

24 MR. OPITZ: No questions, Judge.

25 JUDGE BUSHMANN: MCG.

1 MR. WOODSMALL: Just a couple.

2 RECROSS-EXAMINATION

3 QUESTIONS BY MR. WOODSMALL:

4 Q. You were just asked some questions about doing
5 rate cases instead of trackers. Does Staff want utilities to
6 have to file rate cases?

7 A. No, not necessarily, but if it warrants, if
8 they're in a cost environment where these costs are
9 continuing to rise, then they should -- they have a
10 responsibility to their shareholders to -- to file a rate
11 case.

12 Q. And would you agree that the benefits of the
13 rate cases make those more desirous than to implement a
14 tracker?

15 A. Yes, I do.

16 MR. WOODSMALL: Thank you, no further
17 questions.

18 JUDGE BUSHMANN: Recross by Kansas City Power
19 & Light.

20 MR. STEINER: No questions.

21 JUDGE BUSHMANN: Redirect.

22 MS. PAYNE: Yes, Your Honor.

23 REDIRECT EXAMINATION

24 QUESTIONS BY MS. PAYNE:

25 Q. Ms. Lyons would you expect the average

1 **year-to-year change in property tax expense incurred by KCP&L**
2 **to drive filing of rate cases in and of itself?**

3 A. Not alone, no.

4 **Q. Is it your understanding that utility decision**
5 **to file rate cases are driven by an assessment of all**
6 **relevant factors, not single cost of service items?**

7 A. Yes.

8 MS. PAYNE: All right. Thank you. Nothing
9 further.

10 JUDGE BUSHMANN: Thank you, Ms. Lyons. That's
11 all for now.

12 Mr. Addo, you're still under oath.

13 MR. OPITZ: Judge, Mr. Addo has testified
14 before and will testify again, so at this time, I would
15 tender him for cross.

16 JUDGE BUSHMANN: And first cross will be by
17 Staff.

18 CROSS-EXAMINATION

19 QUESTIONS BY MS. PAYNE:

20 **Q. Mr. Addo, are you familiar with the historical**
21 **test year model used to set rates in Missouri?**

22 A. Yes.

23 **Q. How does a tracker mechanism vary from this**
24 **model?**

25 A. Tracking mechanism allows for cost on one

1 particular period be used to set rates at test year that has
2 been considered in a rate case. So if they deferred the
3 cost, the historical for setting rates in Missouri is that
4 all relevant factors must be considered, much revenue caused
5 in a period. But then when you defer the costs, it means
6 that you're going to use the cost that belongs to a different
7 period in setting your rates.

8 **Q. Okay. Do you recall reading testimony from**
9 **KCP&L witnesses indicating that property tax expenses have**
10 **been increasing over the past five years?**

11 A. Yes.

12 **Q. Do you recall KCP&L witnesses identifying**
13 **reasons for this increase?**

14 A. No, not that I recall.

15 **Q. Okay. Do you recall KCP&L witnesses**
16 **testifying that based on this history of increased property**
17 **tax expense, they expect property taxes to continue to**
18 **increase?**

19 A. Yes, I think that was in the testimony of Mr.

20 --

21 **Q. And do you agree?**

22 A. No, that is their statement, I believe.

23 **Q. And in fact, in your rebuttal testimony,**
24 **page 16, line 7, you refer to KCP&L's testimony regarding**
25 **this expected increase is speculative?**

1 A. Right.

2 Q. Do you believe tracking mechanisms should be
3 authorized based on speculative events?

4 A. No.

5 Q. In your rebuttal testimony, page 15, you refer
6 to a data request that you included as table one in your
7 testimony.

8 A. Correct.

9 Q. And it shows a predictive direct relationship
10 between KCP&L's plant in-service and the actual property tax
11 amount paid by the Company; is that correct?

12 A. That is correct.

13 Q. Okay. Can you explain what you mean by
14 "predictive direct relationship?"

15 A. When you take a look at the table, you realize
16 that from 2009 to 2014, plant balance is increasing and if
17 you refer to the property tax column as well, you realize
18 that there's a relationship the higher the plant balance, the
19 higher the property tax amount. That is why I refer to my
20 testimony as a predictive relationship.

21 Q. Okay. Are you familiar with the phrase "all
22 relevant factors?"

23 A. Yes.

24 Q. Do you believe a tracking mechanism allows for
25 consideration of all relevant factors relating to the

1 **Company's expenses and revenues?**

2 A. No.

3 **Q. And why not?**

4 A. As I explained earlier on, the tracking
5 mechanism allow for deferral of cost, okay, so if you're
6 setting rates using all relevant factors, you want to use all
7 revenues, all expenses, rate base in a particular time frame,
8 let's say in the test year, 12-month period ending March.
9 You want to consider cost, revenue, everything in that
10 particular period.

11 But when you defer cost, as a result of a
12 tracker, it means that costs belong to a different period
13 will be used, you know, to -- because the Company always want
14 to recover those costs, so then they use those costs and then
15 you set rates with those costs. For example a tracker for
16 the Iatan 2, I mean, the tracker has been in place for about
17 three years now, and in this particular case, some of the
18 deferral amounts will be used to set rates outside, you know,
19 the concentration in this particular case for the test year
20 being considered in this case. So it doesn't allow for all
21 relevant factors.

22 **Q. In your rebuttal testimony, page 17, lines 5**
23 **and 6, you state that this tracker approach to rate-making**
24 **does not incentivize the Company to control costs; is that**
25 **correct?**

1 A. That's correct.

2 **Q. And can you explain that?**

3 A. Well, the tracker mechanism allow for the
4 Company to recover cost dollar for dollar because that's why
5 we are looking at it. And our way of looking at it is
6 through regulatory lag mechanism. I believe the regulatory
7 lag is sort of a check and balances, you know, for utilities
8 in that after what I said, if any cost -- any cost increases,
9 a company will have to eat it, you know. And in the cost
10 decreases, it's a benefit of the Company. So when you sort
11 of -- if the Company will have that in mind, that if a cost
12 increase, we're going to get our cost up to give the
13 incentive to control their cost by the way to recover the
14 cost for dollar to dollar. There's no way to recover that
15 cost anyhow.

16 **Q. What kind control does a utility like KCP&L**
17 **have over costs related to property taxes?**

18 A. I believe Mr. Oligschlaeger said in his
19 testimony that a company with an issue can challenge property
20 tax assessed to them by the taxing authority. That's one way
21 to control the costs. And I think secondly, the Company can
22 time the rate cases so they can recover every property tax
23 increases that it incur.

24 **Q. Would you say that the granting of a property**
25 **tax tracker would lower the Company's incentive to control**

1 **those costs and to control costs in other areas as well?**

2 A. Can you repeat your question?

3 Q. **Would you say that granting just a property**
4 **tax tracker would lower the Company's incentive to control**
5 **costs in other areas as well?**

6 A. If they --

7 Q. **Or would you say that the property tax tracker**
8 **would -- would simply lower their incentive to control**
9 **property tax costs?**

10 A. I'm having difficult time understanding the
11 question. I don't know if you can restate it. Maybe just --

12 Q. **Would you say that, I guess I'll make it more**
13 **general. Would you say that if a tracker is granted for a**
14 **company, that the incentive to keep their costs in check, to**
15 **keep them lower generally across the board is reduced because**
16 **they have that tracker in place?**

17 A. No, I don't believe so.

18 Q. **Okay. Would you agree that KCP&L has**
19 **requested a property tax tracker in order to protect itself**
20 **against under-earnings?**

21 A. That's a fair statement.

22 Q. **Does KCP&L propose any tracker mechanisms in**
23 **this case to track changes in revenue levels to prevent**
24 **over-earnings?**

25 A. No.

1 **Q. Does KCP&L currently have a property tax**
2 **tracker in Missouri?**

3 A. No.

4 **Q. Has KCP&L ever had a property tax tracker in**
5 **Missouri?**

6 A. Not that I'm aware of.

7 **Q. To your knowledge, does any electric utility**
8 **have a property tax tracker mechanism in Missouri?**

9 A. No.

10 **Q. To you knowledge, has Missouri PSC ever**
11 **granted a tracker to anyone for property tax expense?**

12 A. Not that I'm aware of.

13 MS. PAYNE: Nothing further.

14 JUDGE BUSHMANN: Cross by MECG.

15 MR. WOODSMALL: Just a couple.

16 CROSS-EXAMINATION

17 QUESTIONS BY MR. WOODSMALL:

18 **Q. I'll ask the same questions that I asked**
19 **Staff. Does Public Counsel want utilities to have to file**
20 **rate cases?**

21 A. No.

22 **Q. Would you disagree, then, that despite the**
23 **cost and the work, the incentives in a rate case make those**
24 **better than implementing a tracker?**

25 A. No.

1 Q. Go ahead and explain.

2 A. I mean, the question is a little, so if you
3 can.

4 Q. Sure.

5 A. I said no, but just --

6 Q. You would agree that Public Counsel would
7 rather have rate cases because they provide incentives to the
8 utility; is that correct?

9 A. Uh-huh, yes.

10 MR. WOODSMALL: No further questions. Thank
11 you.

12 JUDGE BUSHMANN: Cross by Kansas City Power &
13 Light.

14 MR. STEINER: Thanks.

15 CROSS-EXAMINATION

16 QUESTIONS BY MR. STEINER:

17 Q. Good evening.

18 A. Good evening.

19 Q. Let's go to page 16 of your rebuttal.

20 A. I'm there.

21 Q. Around line 9, I think you say it appears
22 KCP&L's historical property tax liability increases are a
23 result of plant additions. Do you see that?

24 A. Yes.

25 Q. Do you agree that taxing authorities don't

1 **base their assessments solely on the cost of plant in**
2 **service?**

3 A. To be honest with you, the first time I read
4 about the other method used was in Ms. Hardesty's testimony,
5 because the Company always uses -- in the past uses cost
6 methodology to calculate property taxes. So if the
7 methodology which uses the plant balances, so it means that
8 that's what the taxes authority use as well.

9 **Q. But you agree that the taxing authorities**
10 **don't base their assessment solely on the cost of plant in**
11 **service?**

12 A. I have no reason to doubt Ms. Hardesty's
13 testimony on the different methodologies used by the taxing
14 authorities.

15 MR. STEINER: That's all I have, thank you.

16 JUDGE BUSHMANN: Commissioner questions.

17 COMMISSIONER STOLL: No questions. Thank you
18 for your testimony.

19 COMMISSIONER KENNEY: No questions.

20 JUDGE BUSHMANN: Redirect?

21 MR. OPITZ: No, Your Honor.

22 JUDGE BUSHMANN: Thank you, Mr. Addo. You may
23 step down.

24 THE WITNESS: Thank you.

25 JUDGE BUSHMANN: Let's go ahead and move along

1 to our next issue, last one of today. It will be CIPS cyber
2 security issue number five. First opening by Kansas City
3 Power & Light.

4 MR. HACK: Good evening. We're here this
5 evening to talk about critical infrastructure protection, or
6 what I'll call C-I-P, or CIP. This is Issue Number Roman V
7 on the issue list.

8 Before I jump into CIP, though, I wanted to
9 briefly touch on the statutory authority for trackers
10 question. Our view is that there's ample statutory authority
11 for the Commission to use trackers. The Commission has done
12 so for years and wouldn't have done so or been able to do so
13 in the absence of that authority. We'll fully brief that
14 issue when the time comes.

15 Our view, again, on the tracker question is
16 historical data alone will not produce compensatory rates in
17 this case and it will be necessary under the facts and
18 circumstances presented in this record for the Commission to
19 make use of either trackers or forecasts as requested by
20 KCP&L to adopt rates that fairly compensate the Company.

21 Back to CIP. What makes up CIP cyber security
22 compliance and the associated costs. CIP is not just about
23 information technology. And that's the real distinguishing
24 feature between CIP Version 3 and CIP Version 5. Under CIP
25 Version 3, the Company's information technology group and

1 resources were devoted to protecting critical transmission
2 assets and control centers. Really it was focused on the IT
3 group. Under CIP V5, the efforts are much more widespread
4 across the Company and that's the reason the CIP effort is
5 now led by the Company's chief operating officer, whereas
6 under the CIP Version 3 regime, the CIP efforts were led by
7 the Company's chief information officer.

8 Given the expanding nature of the compliance
9 activities, it's really not surprising that costs are
10 expected to rise considerably in 2015 and 2016 compared to
11 historical levels as of the end of calendar year '14 or the
12 end of the true-up period, May 31st, 2015.

13 Compliance costs fall into three categories;
14 non-labor O & M -- outside contractors, software, hardware --
15 labor O & M -- internal labor, employees -- and capital,
16 capital expenditures. The Company has requested tracking
17 treatment, or forecast treatment, for O & M expenses, meaning
18 capital expenditures are excluded from the Company's
19 forward-looking requests.

20 CIP compliance will require the use of both
21 contractors and in-house employees. Our belief, the
22 Company's belief, is that the Commission wants the Company to
23 deploy the resources it believes are necessary to comply with
24 the NERC standards, the CIP standards, the cyber security
25 requirements and no less. Some have argued that including

1 internal labor in the tracker will overly complicate its
2 administration.

3 But if an employee is on the payroll as of
4 5/31/2015, the end of the true-up period, that employee won't
5 be -- those costs for that employee won't be included in the
6 tracker. On the other hand, if an employee is hired after
7 May 31, 2015, and is dedicated to CIP compliance efforts,
8 those costs will be tracked. Doesn't sound complicated to
9 me.

10 Moreover, denial of tracker or forecast
11 treatment in total or tracker treatment for labor O & M
12 expenses as recommended by Staff would send a message whether
13 intentionally or not, that the Commission doesn't value CIP
14 cyber compliance or that the Commission believes the Company
15 should meet these requirements more with outside contractors
16 versus inside labor. We don't think those are messages the
17 Commission wants to send.

18 You may ask yourselves, where do these CIP
19 cyber requirements come from? The CIP requirements
20 themselves, C-I-P, originate with the North American Electric
21 Reliability Corporation, the NERC. It has been delegated
22 authority from FERC, the Federal Energy Regulatory
23 Commission, for compliance monitoring and enforcement of the
24 bulk electric systems registered entities. KCP&L is one of
25 those.

1 Non-CIP cyber security requirements come from
2 several sources, including presidential action directives,
3 the Department of Homeland Security, the Department of
4 Energy, and in the future could come directly from
5 Congressional action itself. In addition to the expanded
6 nature of CIP-compliance activities, it is important to
7 recognize that the CIP standards are continuing to evolve as
8 the industry undertakes implementation. The CIP V5 standards
9 become effective and enforceable April 1 of 2016, which means
10 that regulatory monitoring begins then.

11 Clearly non-compliance is not an option for
12 Kansas City Power & Light and the Company cannot wait to
13 begin its compliance efforts.

14 KCP&L's witness on this issue, Mr. Josh
15 Phelps-Roper has a wealth of knowledge on the Company's CIP
16 cyber security efforts and I highly recommend that you rely
17 upon him as a resource for your questions.

18 KCP&L offers two alternatives for this --
19 these costs. One is tracker treatment. The other is the use
20 of forecasts for a future period. The record in this case
21 shows that those are the only two options that will provide
22 the Company with a meaningful opportunity to recover all of
23 its CIP cyber costs. With that, I'm done, unless there are
24 questions.

25 COMMISSIONER STOLL: No questions.

1 COMMISSIONER RUPP: No, thank you.

2 JUDGE BUSHMANN: Thank you. Opening by Staff.

3 MS. MUETH: Your Honor, I'm placing a document
4 on ELMO that is highly confidential. I'm not going to say
5 anything in it that's highly confidential, but if you could
6 refrain from broadcasting it.

7 JUDGE BUSHMANN: Thank you.

8 MS. MUETH: May it please the Commission. As
9 you well know by now, KCP&L is requesting trackers on several
10 elements of its daily operations, including its costs related
11 to cyber security and CIP, or critical infrastructure
12 protection.

13 In the Report and Order issued in the recent
14 Ameren rate case, this Commission stated that tracker
15 mechanisms can be a useful regulatory tool in the correct
16 circumstances. But they should be used sparingly because
17 they can reduce the incentive of the utility to closely
18 control its costs.

19 A tracker allows a company to recover its
20 expenses without consideration of other factors that impact a
21 company's cost of service. As was presented in the testimony
22 of Staff witness Mark Oligschlaeger, the use of trackers is
23 rare and has only been justified when applicable costs
24 demonstrate a significant fluctuation as well as up and down
25 volatility over time and for which an accurate estimation is

1 difficult or if there are new costs for which there is little
2 or no historical experience and an accurate estimation would
3 be difficult, when costs are imposed by utility Commission
4 rule, or when the costs are material in nature.

5 Trackers were devised to protect both the utility and its
6 customers from over- and under-recovery in rates from
7 erroneous estimates. Trackers should be used only in the
8 rare circumstances where utilities will incur significant new
9 expenses for which they have little or no past history.

10 As was noted earlier, the key elements
11 considered when Staff issues a recommendation for a tracker
12 includes words like "volatility," "difficult to estimate,"
13 "lack of history," and "cost imposed by Commission rule."
14 First of all, these costs are not the direct result of an
15 imposed Commission rule and the act of safeguarding utility
16 assets from attacks is not a new concern to utilities.

17 Staff understands that these costs are the
18 result of updated NERC standards. However, Staff also
19 understands that there are other federal organizations, the
20 Environmental Protection Agency, for example, that regularly
21 issue new standards resulting in increased cost of
22 compliance.

23 On examining a lack of history, KCP&L witness
24 Darren Ives and Tim Rush in their direct testimony note that
25 significant resources have already been committed to

1 compliance with the federal stip program standards. As a
2 result, KCP&L has incurred costs and therefore has historical
3 data already to predict the cost of compliance going forward.

4 Staff witness Karen Lyons included a table in
5 her rebuttal testimony that presents historical CIP and cyber
6 security costs from 2009 to 2014. And I apologize on the
7 table, the 2014 is cut off, but it does show that these costs
8 have been already predicted.

9 Next is the difficult to estimate factor.
10 Using data from KCP&L's historical cost of compliance, Staff
11 included a level of cyber security and critical
12 infrastructure program costs as of December 31st, 2014, in
13 its calculations for cost of service and will update these
14 costs through the true-up period in this case, May 31st,
15 2015.

16 KCP&L itself provided an estimate of future
17 CIP and cyber security costs for the years 2015 to 2017.
18 Mrs. Lyons has also included that information as a table in
19 her testimony and that's the lower table that you can see
20 there.

21 Finally, volatility. As I just noted,
22 Ms. Lyons' table in her rebuttal testimony contains KCP&L's
23 projected future cost of cyber security and CIP over the next
24 three years. Her analysis indicates that while there is an
25 initial increase in 2015, costs level out by 2017. In fact,

1 KCP&L's projected costs for 2017 are quite similar to the
2 level of cost that KCP&L has incurred over 2014 and less than
3 what Staff expects to include in true-up for this case.

4 Staff is not opposed to KCP&L recovering the
5 cost of protection, it simply believes that those costs
6 should be recovered under a general rate case using
7 traditional rate-making principles and not through a
8 mechanism that would isolate one specific cost area without
9 considering changes in investment, revenues and other
10 expenses that may offset possible increases in cyber security
11 and CIP costs.

12 KCP&L is the one holding the reigns on
13 spending when it comes to these issues, even as it is working
14 to meet the federal guidelines set for cyber assets. In its
15 testimony before the Senate Foreign Relations Committee,
16 subcommittee on international cyber security policy just last
17 month, James Andrew Lewis, who is the director of the
18 Strategic Technologies Program for the Center of Strategic
19 and International Studies stated: Cyber security is a
20 business decision about how much risk a company is willing to
21 accept and how much they are willing to spend to mitigate
22 this risk.

23 The Company will ultimately decide how much is
24 spent to meet these federal guidelines and it has confirmed
25 that activities required for compliance are under its direct

1 control. Lewis later noted that he could understand the
2 frustration with the slow pace of reducing cyber crimes.

3 The world does not see cyber crime as a
4 special situation or a brief challenge. This is a problem
5 that's been around almost since the birth of the Internet and
6 will continue to fester as long as information can be located
7 there.

8 Staff would like to also note that all
9 Missouri utilities are subject to the same NERC CIP standards
10 and no other Commission-regulated utility has requested a
11 tracker. Cyber security and CIP costs are normal day-to-day
12 operating costs that every company and utility presently
13 face. The personnel, labor, and cost of implementation are
14 expected costs that can be adequately dealt with in a rate
15 case and should not require a tracker.

16 Staff witnesses Randy Gross and Karen Lyons
17 will be available for cross and to answer questions. Are
18 there any questions at this time?

19 COMMISSIONER STOLL: No, thank you.

20 COMMISSIONER KENNEY: Thank you.

21 JUDGE BUSHMANN: No, thank you. Public
22 Counsel.

23 MR. OPITZ: May it please the Commission.
24 Public Counsel opposes this tracker just as we did the other
25 trackers requested by the Company because the Commission is

1 required to consider all relevant factors. Our office
2 believes that use of a tracker unnecessarily singles out a
3 particular expense to the exclusion of all other relevant
4 factors and reduces the Company's incentive to control risk.

5 And here, KCP&L's requested tracker is a
6 particularly unnecessary departure from the traditional
7 historical cost of service rate-making. These costs are not
8 new. They have been incurred for compliance already. You
9 have heard in the Company's opening statement that the
10 Company is already incurring these costs to comply with
11 Version 3. Now they're suggesting they need costs to comply
12 with Version 4. They have already been complying with these
13 costs.

14 I will say that any inference that failure to
15 grant a tracker in this case makes it somehow that the KCP&L
16 will be unable to comply with these or will be unable to
17 comply with these CIP standards and cyber security standards,
18 I think that's a red herring. The Company has known that
19 there are cyber security and CIP standards that it has to
20 meet. It has been able to implement those, and in fact, it's
21 in the Company's benefit to implement these.

22 As in the testimony, they avoid paying
23 penalties and they avoid disruptions in their service so they
24 can sell power and make money. Failure to grant a tracker is
25 not going to prevent the Company from being able to comply

1 with this. Rather, a more appropriate way than tracker is to
2 -- for this issue, is to look at the expense that was
3 occurred in the test year, plus known and measurable costs
4 and update it for the true-up period.

5 Here, the costs that the company is -- company
6 requested tracker because they're saying these costs are not
7 known and measurable. They've not provided any evidence
8 about what these costs will be, and in fact, their own
9 witness has provided testimony that they don't even know what
10 these standards will be. They're still being developed. So
11 in effect, the Company's asking for a blank check to comply
12 with these unknown future standards.

13 Public Counsel recommends that the Commission
14 use the historical cost of service rate-making to determine
15 an amount -- amount for this cost.

16 And finally, Public Counsel's concerned that a
17 decision in this case granting a tracker will open the flood
18 gates to other Missouri utilities to request tracking
19 mechanisms for other similar costs. The Commission's file,
20 AW-2015-0206, which is In The Matter of a Working Case to
21 Address Security, Practices for Protecting Utility
22 Infrastructure would be a more appropriate forum to address
23 how critical infrastructure and protection and cyber security
24 costs should be dealt with going forward.

25 In summary, Public Counsel opposes a tracker

1 for this issue and I'm happy to answer any of your questions.

2 COMMISSIONER STOLL: No questions.

3 COMMISSIONER KENNEY: No questions, thank you.

4 JUDGE BUSHMANN: Thank you. MECCG.

5 MR. WOODSMALL: I've said my peace on
6 trackers, thank you, Your Honor.

7 JUDGE BUSHMANN: Company call their first
8 witness, please.

9 MR. HACK: Company calls Mr. Joshua
10 Phelps-Roper to the stand.

11 (JOSHUA PHELPS-ROPER, having been first sworn
12 by Judge Bushmann, testified as follows:)

13 DIRECT EXAMINATION

14 QUESTIONS BY MR. HACK:

15 **Q. State your name for the record, please.**

16 A. Joshua F. Phelps-Roper.

17 **Q. And where are you employed?**

18 A. Kansas City Power & Light.

19 **Q. And in what capacity?**

20 A. I'm the senior manager of the critical
21 infrastructure protection program management.

22 **Q. And Mr. Phelps-Roper, did you cause to be**
23 **prepared and filed in this docket rebuttal testimony and**
24 **surrebuttal testimony, which I'll tell you have been marked**
25 **as Exhibits 132 and 133 respectively?**

1 A. I did.

2 Q. Do you have any changes or corrections to that
3 testimony at this time?

4 A. I don't.

5 Q. If I were to ask you today the questions that
6 are posed in that testimony, would your answers be
7 substantially the same?

8 A. They would.

9 Q. And are those answers accurate to the best of
10 your knowledge and belief?

11 A. They are.

12 MR. HACK: With that, I would move for the
13 admission of Exhibits 132 and 133, both in NP and HC form for
14 both exhibits and tender Mr. Phelps-Roper for cross.

15 JUDGE BUSHMANN: Any objections to their
16 receipt? Hearing none, they're received into the record.

17 (KCPL Exhibit Numbers 132 and 133 was received
18 into evidence by Judge Bushmann.)

19 JUDGE BUSHMANN: First cross would be by MEGG.

20 MR. WOODSMALL: Thank you, Your Honor.

21 CROSS-EXAMINATION

22 QUESTIONS BY MR. WOODSMALL:

23 Q. Good evening, sir.

24 A. Good evening.

25 Q. You've testified both in Missouri and Kansas

1 **on this issue; is that correct?**

2 A. Yes, I did.

3 **Q. Okay. In your testimony here or in his**
4 **testimony here, Mr. Brosch criticizes the tracker because**
5 **it's not straightforward. Do you recall that criticism?**

6 A. I do.

7 **Q. And part of that is because of his concern**
8 **that it's difficult to distinguish internal labor costs that**
9 **are used for CIP cyber security from internal labor that's**
10 **used for other purposes; is that correct?**

11 A. I remember him saying that, yes.

12 **Q. And you encountered similar criticisms in**
13 **Kansas; is that correct?**

14 A. I think you're right.

15 **Q. You recall the testimony of Justin Grady in**
16 **Kansas?**

17 A. Yes.

18 **Q. Okay. And ultimately, this issue was**
19 **addressed in Kansas through a stipulation; is that correct?**

20 A. I'm aware that they have a settlement. That's
21 how it's been described to me. I wasn't a party to that
22 settlement. I helped draft an initial draft for this
23 particular topic, but I don't know everything that was in
24 that document.

25 **Q. Okay. You're aware that the settlement in**

1 **Kansas only provides for a limited cyber security, first, for**
2 **a set period of time; is that correct?**

3 A. I think the way it was worded the last I read
4 it was that the tracker will exist through 2020 and then
5 until the first rate case after 2020. So in the first rate
6 case after 2020, we would have to re-ask for it at that time.

7 **Q. Okay. And as far as the scope, the scope of**
8 **the tracker under the stipulation in Kansas is only -- or**
9 **excludes internal labor; is that correct?**

10 A. That is how it has been described to me.

11 **Q. Okay. Now, as you propose the tracker, as**
12 **KCP&L proposes a tracker here, I notice several places in**
13 **your testimony where you talk about the scope including**
14 **internal labor; is that correct?**

15 A. Yes, sir.

16 **Q. Okay. And so to the extent that KCP&L adds**
17 **employees to address this issue, you would want that**
18 **reflected in the tracker; is that correct?**

19 A. Yes, sir.

20 **Q. Have you heard the evidence presented in this**
21 **case that overall, KCP&L's employment levels are decreasing?**

22 A. I have only listened to yesterday and today,
23 but yes, I have gleaned that.

24 **Q. So KCP&L, even though overall payroll is going**
25 **down or employee levels are going down, KCP&L would want a**

1 **tracker to pick up increased employment for the cyber**
2 **security mechanism; is that correct?**

3 A. Do you want a yes or no or can I explain?

4 **Q. Give me a yes or no and then I'll let you**
5 **explain.**

6 A. Okay. Yes, we would ask for that.

7 **Q. Okay.**

8 A. Now I can explain? Okay.

9 **Q. Yeah, go ahead.**

10 A. So the way that the tracker would work, as
11 I've described in my testimony, would be incremental to the
12 company's overall staffing levels.

13 **Q. Okay. So it would be incremental to staffing**
14 **levels, including personnel outside of cyber security is what**
15 **you're saying?**

16 A. Yes.

17 **Q. Okay.**

18 MR. WOODSMALL: I don't have any further
19 questions. Thank you, sir.

20 JUDGE BUSHMANN: Public Counsel.

21 CROSS-EXAMINATION

22 QUESTIONS BY MR. OPITZ:

23 **Q. Good evening.**

24 A. Good evening.

25 **Q. In your testimony, you describe potential**

1 **consequences of failure by KCP&L to comply with the CIP cyber**
2 **security standards. Are you implying that without a tracker,**
3 **KCP&L will not comply with the CIP cyber security standards?**

4 A. Not at all, sir. I was only trying to point
5 out with that that we didn't have an option to comply.

6 **Q. And in fact, KCP&L is already complying with**
7 **CIP cyber security standards; correct?**

8 A. We are already responsible for complying with
9 CIP Version 3.

10 **Q. And you agree that compliance with CIP and**
11 **cyber security standards will be an ongoing cost for the**
12 **foreseeable future; correct?**

13 A. Yes, I do.

14 MR. OPITZ: That's all I have, thank you.

15 JUDGE BUSHMANN: Commission Staff.

16 MS. MUETH: Thank you, Your Honor.

17 CROSS-EXAMINATION

18 QUESTIONS BY MS. MUETH:

19 **Q. Good evening, Mr. Roper.**

20 A. Good evening.

21 **Q. On page 12 of your rebuttal testimony, give**
22 **you a chance to flip to that.**

23 A. I appreciate that. Thank you. Okay.

24 **Q. Okay. You discuss code block mechanisms will**
25 **be used for the CIP and cyber security programs. Are these**

1 mechanisms presently used for any other aspect of KCP&L's
2 operations?

3 A. Code block?

4 Q. Yes, code block mechanisms.

5 A. Yes.

6 Q. They are. And in what areas?

7 A. Are you asking me about the particular code
8 blocks I'm using or code block in general?

9 Q. In general. I'm asking if it's used outside
10 of CIP and cyber security.

11 A. Yes.

12 Q. It is. And do you have any familiarity with
13 these areas?

14 A. I am loosely familiar with them. I know what
15 codes I use to enter my time.

16 Q. Okay. So that was what you relied on in
17 writing your testimony?

18 A. No, we actually developed -- I had to learn a
19 lot more about our accounting system and the ways we track
20 time for this job. So when we were looking for ways to
21 develop this code block, we had to overcome a lot of
22 difficulties because CIP isn't in a single area, like most
23 other projects are.

24 We had to find a way to make all of the
25 different pieces that feed into the main accounting system

1 also match up. So where one feeder system might have a
2 15-character limit and another might have 20 in the first
3 code block we thought would be 20, we had to adjust because
4 this one had 15 and this one has 20 and that one has that
5 requirement and that one has that one. So we were trying to
6 create a comprehensive, and I'll just call it a regime, a
7 tracking regime that would allow CIP cyber security costs to
8 be tracked comprehensively using very similar codes so that
9 it would be easy to manage in the long run.

10 **Q. Understandable. It is safe to say, though,**
11 **it's a very complex mechanism; correct?**

12 A. Once set up, no. It should be pretty easy to
13 maintain. I mean, that's what I told them we needed because
14 I thought we would get to a point where we had a tracker, or
15 at least I hoped we would, and I wanted it to be as easy as
16 possible to administer.

17 **Q. Okay. Thank you. Additionally, your title is**
18 **senior manager of CIP management; is that correct?**

19 A. I think it's senior manager CIP program
20 management.

21 **Q. Program management. I apologize. Out of**
22 **curiosity, did you ever receive a promotion related to this**
23 **CIPS Version 5 implementation?**

24 A. They created a whole new position to manage
25 CIP for Version 5, so yes, I did receive a promotion.

1 **Q. Thank you. And then along a different line,**
2 **are you familiar with the testimony that was filed by**
3 **Mr. Rush in this proceeding?**

4 A. Somewhat familiar, yes.

5 **Q. Okay. Were you aware that he testified that a**
6 **tracker was appropriate when it came to property tax expenses**
7 **because it's out of the Company's management control to**
8 **contain or manage them?**

9 A. I never read that section, but from what I've
10 heard here today, I believe it.

11 **Q. Okay. And are you familiar with the testimony**
12 **that Mr. Ives filed in this proceeding?**

13 A. As it relates to this area, yes.

14 **Q. Along the same lines? Were you aware that he**
15 **also related the necessity for a mechanism such as a rider or**
16 **tracker to cost increases largely outside the control of**
17 **KCP&L to manage?**

18 A. Again, yes.

19 **Q. Okay.**

20 MS. MUETH: May I approach?

21 JUDGE BUSHMANN: You may.

22 BY MS. MUETH:

23 **Q. Can I ask you: Are you familiar with the**
24 **document I just handed you?**

25 A. Absol utel y.

1 **Q. Okay.**

2 MR. HACK: Might I see it.

3 MS. MUETH: Yes, absolutely. I apologize.

4 BY MS. MUETH:

5 **Q. And would you read the bottom paragraph of**
6 **this?**

7 A. Yes. All activities, regardless of whether
8 they are executed by KCP&L employees, contractors working for
9 KCP&L or third-party consulting firms working for the Company
10 will be under the control of KCP&L. KCP&L is responsible for
11 meeting NERC CIP standards and cannot delegate that
12 responsibility to any other party in the eyes of NERC.

13 **Q. Okay. Thank you.**

14 MS. MUETH: At this time, Your Honor, I would
15 like to submit this into evidence.

16 JUDGE BUSHMANN: Well, we need to mark it
17 first.

18 MS. MUETH: And mark it as an exhibit.

19 (Staff Exhibit Number 245 was marked for
20 identification by the court reporter.)

21 MS. MUETH: So Mr. Roper --

22 JUDGE BUSHMANN: Hold on one second. You
23 offered that into -- this Exhibit 245.

24 STAFF ATTORNEY: I did offer Exhibit 245.

25 JUDGE BUSHMANN: Are there any objections to

1 the receipt of that exhibit? Hearing none, 245 is received
2 into the record.

3 (Staff Exhibit Number 245 was received into
4 evidence by Judge Bushmann.)

5 JUDGE BUSHMANN: You may go ahead.

6 BY MS. MUETH:

7 **Q. So then by your own statement, you would agree**
8 **that KCP&L will have control over the activities and costs**
9 **relating to the implementation of these NERC standards?**

10 A. Do you want a yes or no, or can I explain?

11 **Q. Yes or no would be great.**

12 A. Yes, I have control over how we're going to
13 meet these standards.

14 **Q. Okay. So there is contradiction in the very**
15 **reason why KCP&L is recommending a tracker for property tax**
16 **expenses and why they're recommending a tracker for CIP**
17 **security standards?**

18 A. I don't agree with that statement.

19 **Q. Okay. I'm going to go ahead and move on.**

20 A. Okay.

21 **Q. On page 11 your rebuttal --**

22 A. Okay.

23 **Q. -- you mention that background screenings for**
24 **Staff relating to the new NERC standards would be provided.**
25 **Can you elaborate on the reason for these screenings?**

1 A. Absolutely. So the CIP standards themselves
2 have a -- I believe it's Stip 11 R-1 because I'm the code
3 team lead on that team, that dictates that not only the CIP
4 assets themselves, but information related to the CIP's
5 assets are subject to the same access controls in CIP 4, I
6 believe, and those access controls include that the people
7 with access are documented before they're given access, so if
8 somebody's approved it, and part of that approval is a
9 background check. They call it a personal risk assessment,
10 so a PRA. You have to have a PRA and you have to have
11 sufficient authorization granted before that information is
12 allowed to be given to you.

13 **Q. Okay.**

14 A. So that's what the background check process
15 is.

16 **Q. Okay. Now, would a Staff member that had not**
17 **received a background screening be privileged to -- to review**
18 **every detail that's contained in the documents that are going**
19 **to relate to these cyber security and CIP standards?**

20 A. I would say no, but there's exceptions and
21 those exceptions are if we, for instance, use a vendor, we
22 could have the vendor's background screening process, we
23 could examine it. And if that process matched up to what we
24 felt met the NERC guidelines, we could then accept your
25 attestation that that Staff member had been background

1 screened sufficiently.

2 **Q. Okay. And then my final question: Would a**
3 **Staff member who has been screened have access to everything?**
4 **Would that screening allow them access to anything related to**
5 **CIP and cyber security?**

6 A. Yeah.

7 MS. MUETH: Okay. No further questions, Your
8 Honor.

9 JUDGE BUSHMANN: Any Commissioner questions?

10 COMMISSIONER STOLL: No questions. Thank you
11 for your testimony, though.

12 THE WITNESS: Thank you.

13 JUDGE BUSHMANN: Redirect.

14 COMMISSIONER RUPP: I have one question.

15 QUESTIONS BY COMMISSIONER RUPP:

16 **Q. How often do you make reports to the board of**
17 **directors on --**

18 A. Do I make reports? I have never made a report
19 to the board of directors.

20 **Q. So this is all under the office of the C00?**

21 A. The C00 makes reports to the board of
22 directors on it.

23 **Q. How regularly is there a cyber security**
24 **update?**

25 A. It's been a little bit odd. There are several

1 components to the CIP standard, so CIP 14, for instance, is
2 updated by another vice-president. That will most likely be
3 rolled under me once CIP Version 5 is settled, I would say,
4 and I believe they get updates before this regularly as part
5 of IT's roadmap updates that have happened. The specific
6 blowout CIP efforts, I know they had one, I believe it was
7 August of last year and there will be one in August of this
8 year because when I'm done here, I'll start preparing that.

9 **Q. So if you had to say, is it just an annual**
10 **update to the board or is it a quarterly?**

11 A. I think they're getting more regular updates
12 than that now.

13 **Q. Okay. Thank you.**

14 JUDGE BUSHMANN: Recross based on Commission
15 questions. MECCG.

16 MR. WOODSMALL: No questions.

17 JUDGE BUSHMANN: Public Counsel.

18 MR. OPITZ: No questions.

19 JUDGE BUSHMANN: Staff.

20 STAFF ATTORNEY: No questions.

21 JUDGE BUSHMANN: Redirect.

22 REDIRECT EXAMINATION

23 QUESTIONS BY MR. HACK:

24 **Q. Mr. Phelps-Roper, regarding your understanding**
25 **of the Kansas settlement, I know you weren't deeply involved**

1 **in it, but is it your general understanding that there were**
2 **other issues resolved by that settlement?**

3 A. I believe that there were.

4 Q. **So according to normal negotiation, there was**
5 **probably give and take on all sides on all issues?**

6 A. I'm certain there were.

7 Q. **Regarding Exhibit 245, which is the Company's**
8 **response to Staff Data Request 0459, the last paragraph of**
9 **the response you were asked a question by Staff Counsel**
10 **about, could you elaborate on the ability of the Company to**
11 **control costs as well as activities related to CIP and cyber**
12 **compliance?**

13 A. I'd be happy to. So the CIP standards and the
14 CIP requirements themselves are absolutely outside of my
15 control. I have to meet those standards. Kansas City Power
16 & Light has to meet those standards and because I'm CIP for
17 Kansas City Power & Light now, I have to meet those
18 standards.

19 I have a choice, am I going to do it with more
20 people and more manual processes, am I going to do it with
21 software and automation, am I going to do it with contractors
22 or internal employees? Those are all my responsibility to
23 make those decisions. But I don't have the choice to say we
24 won't meet the standards. The standards are the law. We
25 will comply with the law.

1 So I have to spend money one way or the other,
2 but the money's going to get spent. And that's what I meant
3 with that statement that it is my responsibility to meet this
4 standard and I cannot delegate that to another party.

5 **Q. And also in Exhibit 245, the paragraph**
6 **immediately above, the first sentence -- actually, read the**
7 **first two sentences, would you, please?**

8 A. Yes. The CIP forecast is based on NERC CIP
9 standards, which are already subject to enforcement and NERC
10 CIP standards approved and subject to future enforcement.
11 Projected costs are based on project planning for CIP Version
12 5 which is still in process.

13 **Q. And would those two sentences apply to the**
14 **budgets that you prepared and put in your rebuttal testimony**
15 **related to CIP and cyber compliance costs for the future?**

16 A. Absolutely. Every budget and every dollar
17 that I've submitted is based on the NERC CIP Version 3 and
18 NERC CIP Version 5 standards, which is subject to
19 enforcement. So Version 3 and Version 5 is what we know, but
20 what we also know is CIP Version 6 is in front of FERC for
21 approval. CIP Version 6 will expand on CIP Version 5 and
22 will most likely have the same enforcement date as CIP
23 Version 5 and that will increase the costs and that is not
24 included in the budget projections that I have provided.

25 MR. HACK: That's all I have. Thank you,

1 Mr. Phelps-Roper.

2 JUDGE BUSHMANN: You may step down. Thank
3 you.

4 THE WITNESS: Thank you.

5 JUDGE BUSHMANN: Let's try to take one more
6 witness before we take a short break. Staff witness.

7 MS. MUETH: Staff would call Randy Gross to
8 the stand.

9 (RANDY GROSS, having been first sworn by Judge
10 Bushmann, testified as follows:)

11 DIRECT EXAMINATION

12 QUESTIONS BY MS. MUETH:

13 Q. Would you please state your name and spell it
14 for the court reporter.

15 A. My name is Randy Gross, R-a-n-d-y, G-r-o-s-s.

16 Q. And would you please state your employer and
17 your position with that employer?

18 A. I'm a Utility Regulatory Engineer I with the
19 Public Service Commission.

20 Q. And are you the same Randy Gross who prepared
21 or caused to be prepared testimony to be filed in this
22 proceeding?

23 A. Yes.

24 Q. And at this time, do you have any corrections?
25 And that would be his rebuttal testimony filed as Exhibit

1 **213?**

2 A. And I also filed testimony as part of the
3 Staff report.

4 **Q. As part of the Staff cost of service report**
5 **filed as Exhibit 200 in this case.**

6 A. So I do have a correction on the rebuttal
7 testimony on page 9, and in reviewing some of the -- the
8 Company's witness testimonies, it was indicated to me that I
9 had not indicated all the years that the tracker's being
10 requested for. So on page 9, on line 19 and actually on line
11 20, I would like to add a comma after 2016 and a comma,
12 eliminate the word "and," add a comma after 2017 and add the
13 verbiage that says "in the years following" to indicate that
14 it's past those years.

15 On page 10, on line 13, I would like to add a
16 qualifier after the word "is proposing that all costs," add a
17 word comma -- I mean add a comma and add the word "as
18 described above," which offers a description of all the
19 costs, with both current Version 3 standards and all costs as
20 directed above, as described above, required to obtain and
21 maintain compliance with Version 5, comma, and future version
22 standards to be included within the tracker.

23 **Q. Okay. And if I asked you the same questions**
24 **with those corrections, would your answers be the same?**

25 A. Yes.

1 Q. And everything contained in that testimony is
2 true and correct with the corrections to the best of your
3 knowledge?

4 A. Yes.

5 STAFF ATTORNEY: Your Honor, I'd like to
6 tender this witness for cross.

7 JUDGE BUSHMANN: Do you want to offer his
8 testimony? Is he testifying again?

9 STAFF ATTORNEY: He will not be testifying
10 again. I would like to offer his testimony at this time.

11 JUDGE BUSHMANN: And that's Exhibit 213.

12 STAFF ATTORNEY: Exhibit 213, yes.

13 JUDGE BUSHMANN: Any objection to that
14 exhibit? Hearing none, it is received.

15 (Staff Exhibit Number 213 was received into
16 evidence by Judge Bushmann.)

17 JUDGE BUSHMANN: And first cross would be by
18 Public Counsel.

19 MR. OPITZ: No questions, Judge.

20 JUDGE BUSHMANN: MCG.

21 MR. WOODSMALL: No questions.

22 JUDGE BUSHMANN: Kansas City Power & Light.
23
24
25

CROSS-EXAMINATION

1 QUESTIONS BY MR. HACK:

2 Q. Good evening, Mr. Gross. Just one, I think.
3 Is it your understanding that Kansas City Power & Light is
4 not requesting tracker treatment associated with capital
5 expenditures required for CIP compliance and cyber security
6 compliance?

7 A. That is correct.

8 MR. HACK: Thank you, sir.

9 JUDGE BUSHMANN: That's all your questions.

10 MR. HACK: That is it.

11 JUDGE BUSHMANN: Any Commissioner questions?

12 COMMISSIONER STOLL: No questions. Thank you,
13 though.

14 JUDGE BUSHMANN: Any redirect by Staff?

15 MS. MUETH: No, Your Honor.

16 JUDGE BUSHMANN: Thank you, Mr. Gross. You
17 may step down. That completes your testimony.

18 THE WITNESS: Thank you.

19 JUDGE BUSHMANN: Why don't we take a short
20 break and we'll come back and complete our last group of
21 three witnesses. Let's be in recess until about, let's say,
22 6:05.

23 (A break was held.)

24 JUDGE BUSHMANN: Let's go back on the record.
25 We're ready for our next Staff witness.

1 MS. MUETH: Your Honor, Staff calls Karen
2 Lyons to the stand.

3 JUDGE BUSHMANN: Ms. Lyons, you're still under
4 oath. Is she going to testify again?

5 MS. MUETH: Well, if the -- if the issues
6 settle, it will, then this will be the last time that she
7 testifies, but that's your call whether you would like me to
8 submit the -- her testimony at this point.

9 JUDGE BUSHMANN: Well, let's be hopeful and go
10 ahead and offer it.

11 STAFF ATTORNEY: Okay. Then I will offer her
12 testimony. It's her rebuttal and surrebuttal, respectively
13 Exhibits 222 and 223.

14 JUDGE BUSHMANN: Any objections to receipt of
15 those exhibits? Hearing none, those are received into the
16 record.

17 (Staff Exhibit Numbers 222 and 223 were
18 received into evidence by Judge Bushmann.)

19 JUDGE BUSHMANN: And first cross would be by
20 Public Counsel.

21 MR. OPITZ: No questions, Judge.

22 JUDGE BUSHMANN: MCG.

23 MR. WOODSMALL: No questions.

24 JUDGE BUSHMANN: Kansas City Power & Light.

25 MR. HACK: Yes, thank you.

CROSS-EXAMINATION

QUESTIONS BY MR. HACK:

Q. Good evening, Ms. Lyons.

A. Good evening.

Q. And would you turn to page 36 of your surrebuttal testimony, please?

A. I'm there.

Q. Now the table that's on that page, is that the same table that's on page 27 of your rebuttal testimony?

A. I believe it is, but just let me double check that. What page on my rebuttal?

Q. Twenty-seven.

A. Yes.

Q. Now, the information contained on the table, and I'm focus on surrebuttal page 36, is designated as highly confidential, but I don't think we need to discuss the numbers, so I don't see the need to go in-camera at this point.

The three columns on the right-hand side of the table on page 36 of your surrebuttal --

A. Uh-huh.

Q. -- they represent forecasted or budgeted costs; correct?

A. That's correct.

Q. And you've included budgeted capital

1 **expenditures as well as budgeted O & M expenses; correct?**

2 A. As far as the table?

3 Q. Yes.

4 A. Yes.

5 Q. **Now, would you agree that capital expenditures**
6 **don't have a dollar-for-dollar impact on a company's earnings**
7 **like O & M expenses?**

8 A. Yes.

9 Q. **And really their earnings impact of**
10 **expenditures comes from the associated depreciation expense**
11 **and the need to support the plant in service represented by**
12 **the capital expenditure with the overall rate of return?**

13 A. Yes.

14 Q. **Is it correct that KCP&L is not asking for**
15 **tracker treatment or forecast treatment of CIP cyber security**
16 **capital expenditures?**

17 A. Throughout the case, it has been determined
18 that's the case, yes. I think initially, there was confusion
19 on whether or not capital costs were included in the KCP&L's
20 request.

21 Q. **But at this point, the tracker and forecast**
22 **issue related to CIP cyber security cost is about O & M**
23 **expenses?**

24 A. Yes.

25 Q. **So really the capital expenditures that are**

1 the -- that are shown in the table on page 36, at this point
2 really aren't particularly relevant to the decision the
3 Commission is being asked to make; correct?

4 A. As far as the tracker is concerned, yes.

5 Q. And as far as the forecast; correct?

6 A. Well, I -- I believe Mr. Phelps-Roper
7 addresses the capital piece in his testimony in the fact that
8 the capital costs are not included in the tracker to provide
9 KCP&L an incentive to manage the costs.

10 Q. My apologies, I should have been more clear.
11 We've proposed, KCP&L's proposed two alternatives here. One
12 is a tracker treatment for CIP cyber security costs, one is a
13 forecasted amount of CIP cyber O & M expense in rates subject
14 to refund if that amount is not spent, if a tracker is not
15 granted; correct?

16 A. I believe that particular proposal with the
17 forecast was presented in surrebuttal, yes.

18 Q. Okay. And that forecast doesn't include
19 capital either; correct?

20 A. No.

21 Q. Okay. Thank you. Now on your surrebuttal,
22 page 35, line 19, let me know when you're there.

23 A. Yeah, I'm there.

24 Q. Now, will you read the question and then the
25 first two sentences of the answer, starting on line 19 of

1 **that page?**

2 A. Mr. Phelps-Roper compares 2014 actual cyber
3 security costs to projected 2015 costs and states KCP&L will
4 not recover its forecasted 2015 costs. Do you agree? No,
5 Mr. Phelps cannot make such a statement when the costs are
6 not known and measurable and are difficult to project.

7 **Q. And is that still your testimony as you sit**
8 **here today?**

9 A. Yes.

10 **Q. And I would ask you to turn to your rebuttal**
11 **testimony, page 24.**

12 A. I'm there.

13 **Q. And read for me, if you would, into the record**
14 **the sentence that begins on line 13.**

15 A. Starting with since?

16 **Q. Yes.**

17 A. Since Staff was able to determine a level of
18 CIP cost representative of the foreseeable future, Staff
19 recommends the Commission deny KCP&L's request for a cyber
20 security tracker.

21 **Q. And is that still your testimony?**

22 A. Yes.

23 **Q. How is it possible for both of those sentences**
24 **to be true? If 2015 CIP cyber costs are not known and**
25 **measurable and are difficult to project, how can you say that**

1 **Staff was able to determine a level of CIP costs**
2 **representative of expected future experience?**

3 A. Can you ask me that question one more time,
4 please?

5 Q. Yes. If 2015 costs are not known and
6 measurable, as you say on page 35 of your surrebuttal, and
7 are difficult to project, as you say on page 35 of your
8 surrebuttal, how can you say that Staff was able to determine
9 a level of CIP costs representative of the future, as you say
10 on page 24 of your rebuttal?

11 A. Well, on page 24 of my rebuttal, I determined
12 that we -- when this was -- this was actually written, we had
13 December 2014 costs in the case. That included capital, that
14 included labor, that included O & M. So we were able to
15 determine a representative level. And those costs, if you
16 revert back to that chart you were referring to earlier,
17 those total costs was around 17 -- \$17 million for -- sorry
18 if that was highly confidential, it was 2014 historical
19 costs, so I'm not sure if that was highly confidential.

20 MR. HACK: It is. So maybe we should go
21 in-camera here real quick.

22 (REPORTER'S NOTE: At this point, an in-camera
23 session was held, which is contained in Volume 19, pages 1876
24 to 1878 of the transcript.)

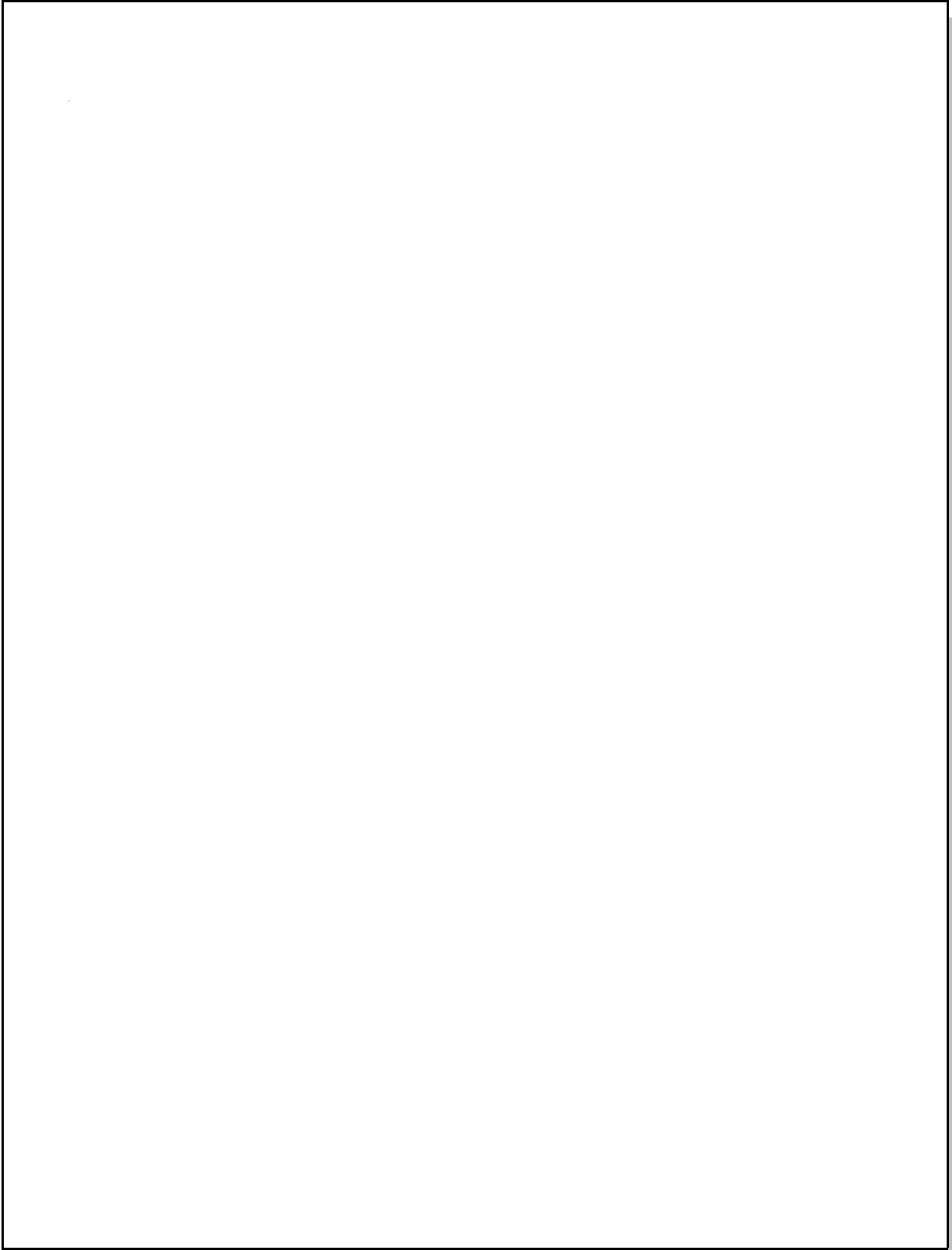
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1 JUDGE BUSHMANN: Back in public session.

2 THE WITNESS: You said 37?

3 BY MR. HACK:

4 Q. Page 37, lines 3 through 11. This is
5 surrebuttal.

6 A. Oh, surrebuttal.

7 Q. I'm sorry.

8 A. Okay. I'm there.

9 Q. And you quote a recent Order of the West
10 Virginia Public Service Commission rejecting a rider for
11 security costs; correct?

12 A. That's correct.

13 Q. Now, we don't have in front of us or in front
14 of this Commission the evidence that was presented to the
15 West Virginia PSC; correct?

16 A. That's correct.

17 Q. You would agree, would you not, that KCP&L has
18 prepared forecasts or budgets broken down by non-labor O & M,
19 labor O & M, capital expenditures for CIP, cyber security
20 efforts for 2015, 2016, 2017?

21 A. Yes.

22 Q. You'd also agree, would you not, that KCP&L
23 has identified many sources for the CIP cyber security
24 compliance requirements for which it's seeking cost recovery?

25 A. What do you mean by "sources?"

1 Q. Those sources include the North American
2 Electric Reliability Corporation, Frequent Infrastructure,
3 Protection Standard Five and subsequent; correct?

4 A. Are you stating that those -- those sources --

5 Q. Those are the sources for the -- to understand
6 what needs to be complied with.

7 A. Yes.

8 Q. Now, KCP&L was also provided a CIP V5
9 milestone schedule of activities that must be met under CIP
10 V5; correct?

11 A. I believe that to be true, but Randy Gross
12 would probably be more the -- the witness to address that
13 question.

14 Q. Do you know whether the West Virginia PSC had
15 any of this information in making its decision?

16 A. I do not.

17 MR. HACK: That's all I have. Thank you,
18 Ms. Lyons.

19 JUDGE BUSHMANN: Any questions from
20 Commissioners?

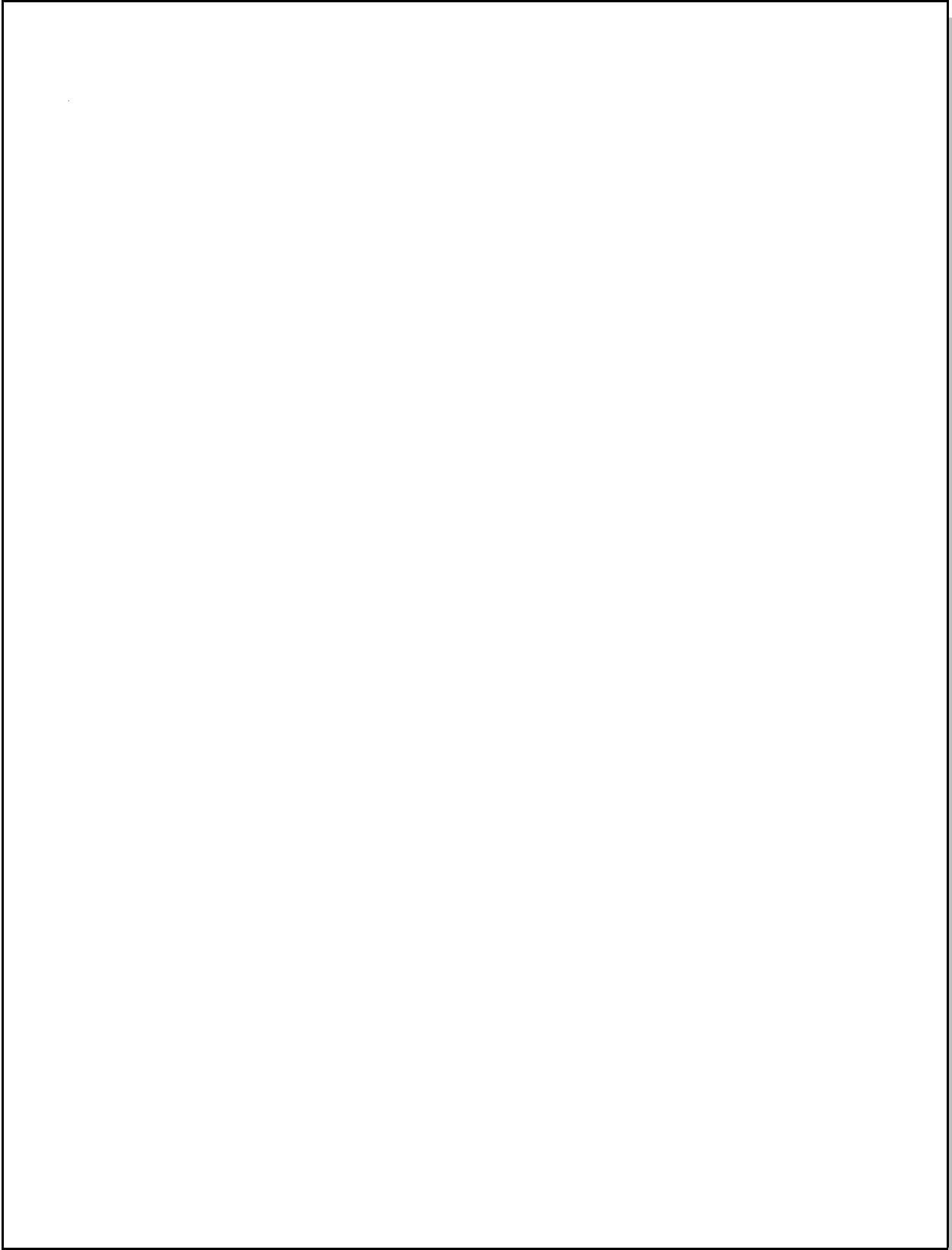
21 COMMISSIONER STOLL: I have no questions.
22 Thank you for your testimony.

23 COMMISSIONER KENNEY: I do, and I want to go
24 back to those numbers, so we'll probably have to go back to
25 in-camera. Although I'm going to talk to you about from your

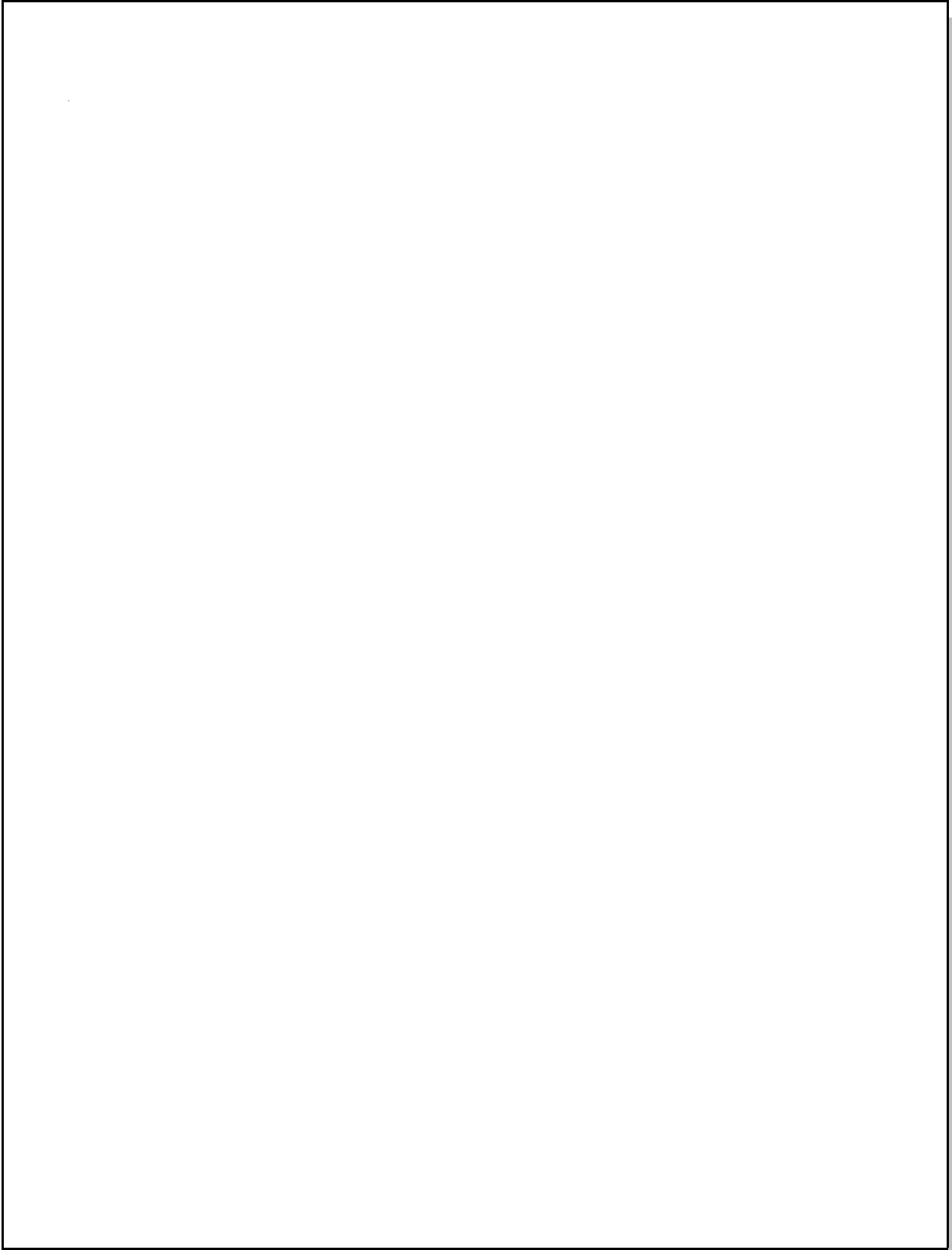
1 rebuttal testimony.

2 (REPORTER™S NOTE: At this point, an in-camera
3 session was held, which is contained in Volume 19, pages 1882
4 to 1887 of the transcript.)
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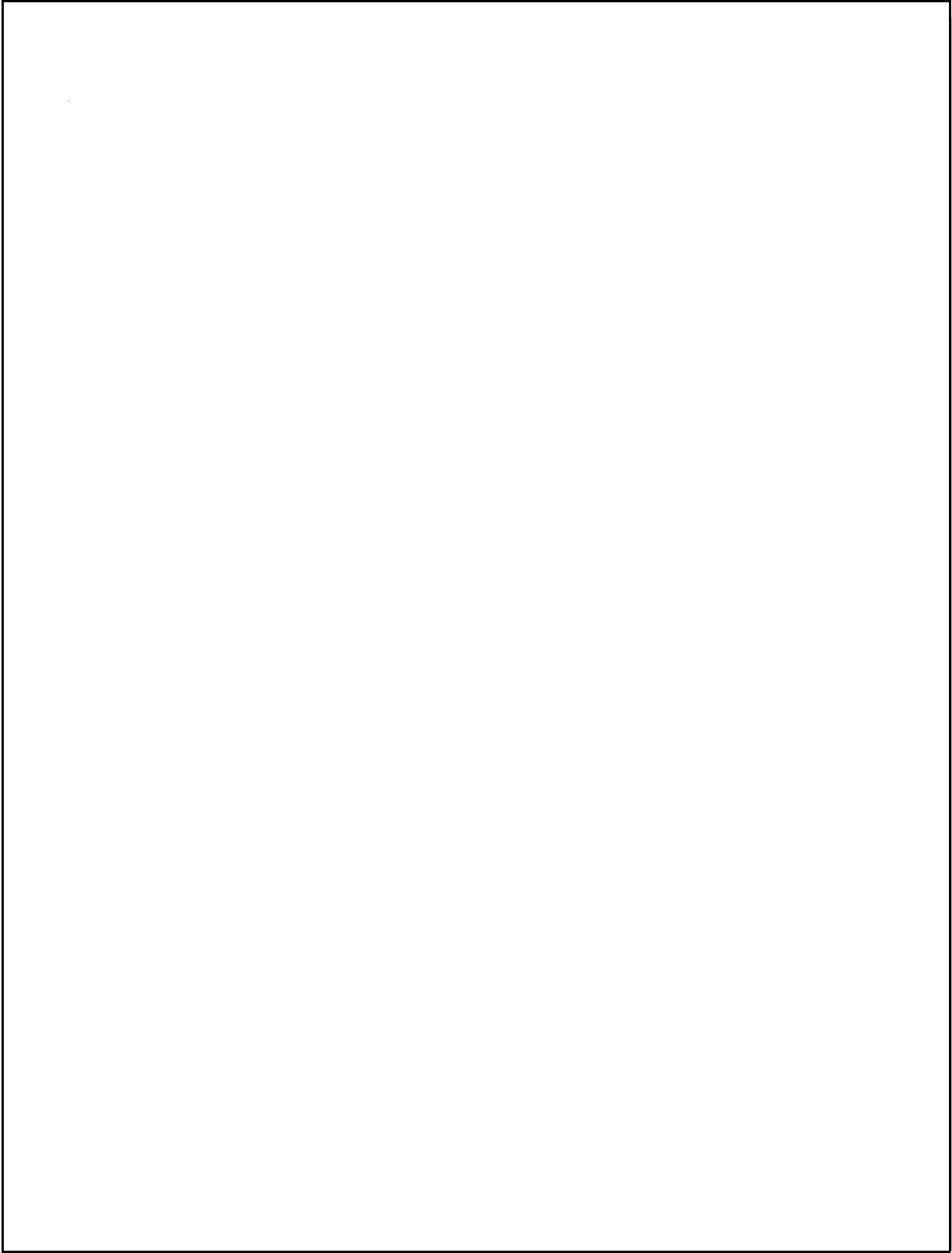


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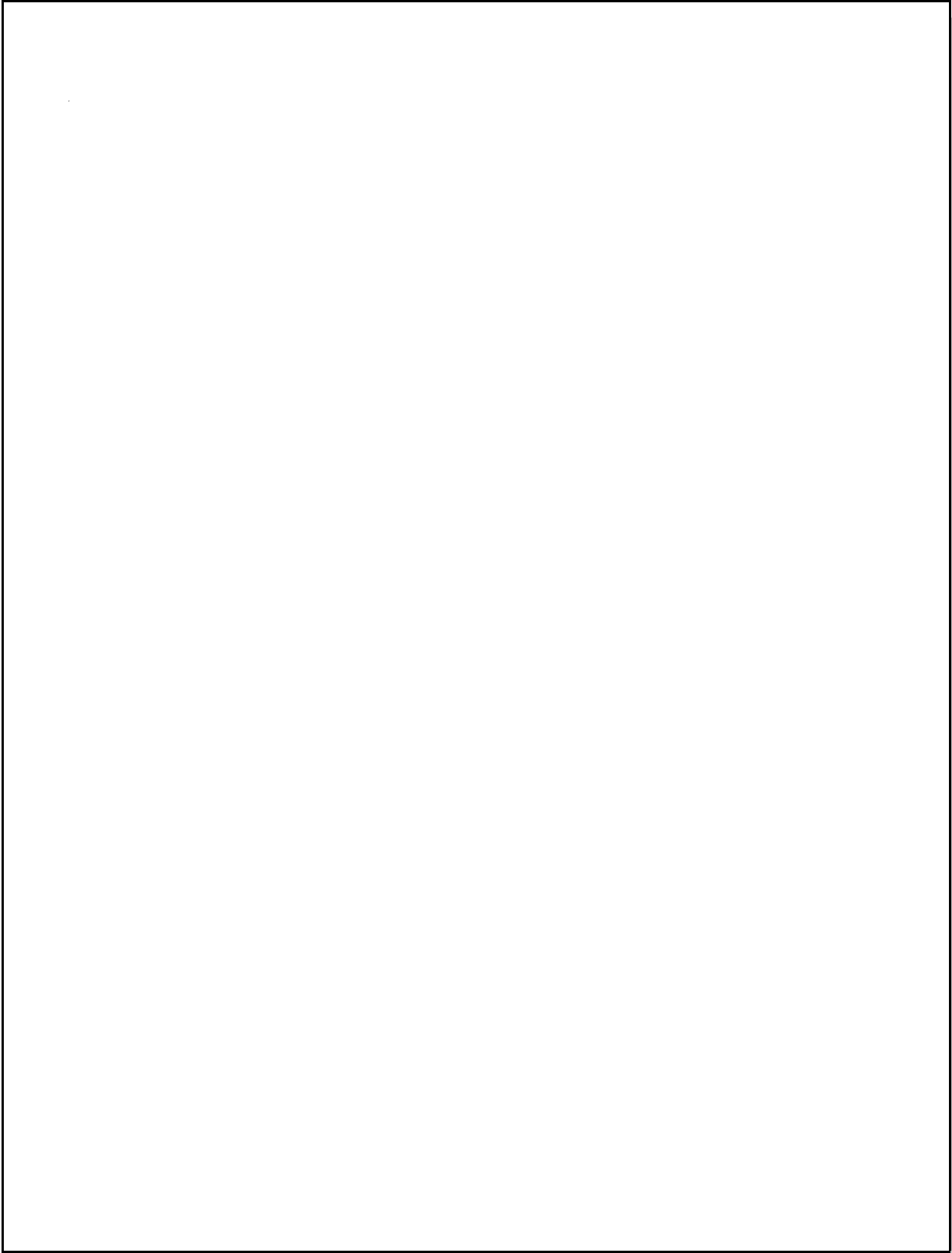
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JUDGE BUSHMANN: We're back in public session and ready for redirect.

REDIRECT EXAMINATION

QUESTIONS BY MS. MUETH:

Q. Ms. Lyons, in relation to the questions that Commissioner Kenney was just asking you, why is Staff opposed to the labor costs being included in the tracker?

A. Well, one reason is that they are very difficult to -- to audit. If you have a direct-assigned employee that is responsible for CIP, you know, if you're talking about a tracker that you're out for three years and then you go back in and you actually determine did that employee actually work on CIP or was it -- did they actually spend some time on just regular IT, were the actual costs coded correctly.

Mr. Phelps-Roper was up here earlier talking about the process that they have -- have started with that, but you know, there's always room for error, we're all human, so we found that there have been some situations where KCP&L has -- has, you know, I'm directing fault here, but it was just, like I said, human error where they had assigned some costs that were non-regulatory costs and -- and incorrectly coded them as regulatory. They corrected that, but those situations occur, so we would prefer not to have the labor

1 costs in any tracker if the Commission goes that route.

2 MS. MUETH: Thank you very much. That's all I
3 have, Your Honor.

4 JUDGE BUSHMANN: Thank you very much,
5 Ms. Lyons. You may step down.

6 Is Mr. Addo going to be testifying later?

7 MR. OPITZ: He's scheduled to testify again
8 later. I don't know the status of the stipulation and
9 agreement. I know that --

10 JUDGE BUSHMANN: You would rather wait and
11 offer his testimony later?

12 MR. OPITZ: If that's okay with you, Judge.

13 JUDGE BUSHMANN: That's fine.

14 MR. OPITZ: I'd like to wait.

15 JUDGE BUSHMANN: That's fine.

16 MR. OPITZ: I'll tender him for cross.

17 JUDGE BUSHMANN: First cross would be by
18 Staff.

19 STAFF ATTORNEY: No questions, Your Honor.

20 JUDGE BUSHMANN: MEGG.

21 MR. WOODSMALL: No questions.

22 JUDGE BUSHMANN: Kansas City Power & Light.

23 MR. HACK: No questions, thank you.

24 JUDGE BUSHMANN: Any Commissioner questions?

25 COMMISSIONER STOLL: No questions, thank you.

1 JUDGE BUSHMANN: No need for recross or
2 redi rect. Thank you, Mr. Addo. You may step down, si r.
3 Just a remi nder, you're still under oath.

4 DIRECT EXAMI NATION

5 QUESTIONS BY MR. OPITZ:

6 Q. Dr. Mark, have you testi fied in this case?

7 A. I have.

8 Q. And you plan on testi fying again; correct?

9 A. That's correct.

10 MR. OPITZ: At this time, I tender the witness
11 for cross, Judge.

12 JUDGE BUSHMANN: First cross would be by
13 Staff.

14 STAFF ATTORNEY: No questions, Your Honor.

15 JUDGE BUSHMANN: MEGG.

16 MR. WOODSMALL: No questions.

17 JUDGE BUSHMANN: Kansas City Power & Light.

18 MR. HACK: No questions.

19 JUDGE BUSHMANN: Any Commi ssi oner questions?

20 COMMI SSI ONER STOLL: No questions.

21 COMMI SSI ONER KENNEY: No questions.

22 JUDGE BUSHMANN: You may step down, si r. That
23 completes your testimony. And that concludes our testimony
24 today. We will be in recess until 8:30 tomorrow morning.

25 (WHEREUPON, the hearing was, adj ourned until

1 July 1, 2015 at 8:30 a.m.)

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CERTIFICATE OF REPORTER

STATE OF MISSOURI)
) ss:
COUNTY OF GASCONADE)

I, JENNIFER L. LEIBACH, Registered Professional Reporter, Certified Court Reporter, CCR No. 1108, and Certified Realtime Reporter, the officer before whom the foregoing matter was taken, do hereby certify that the witness/es whose testimony appears in the foregoing matter was duly sworn; that the testimony of said witness/es was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

Jenni Leibach

Court Reporter



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