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Witness: Tim M. Rush
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Sponsoring Party: Kansas City Power & Light Company
Case No.: EC-2011-0383
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MISSOURI PUBLIC SERVICE COMMISSION

CASE NO.: EC-2011-0383

SURREBUTTAL TESTIMONY

OF

TIM M. RUSH

ON BEHALF OF

KANSAS CITY POWER & LIGHT COMPANY

**Kansas City, Missouri
October 2011**

KCP&L Exhibit No. 3
Date 11/21/12 Reporter JL
File No. EC-2011-0383

SURREBUTTAL TESTIMONY

OF

TIM M. RUSH

Case No. EC-2011-0383

1 **Q: Please state your name and business address.**

2 A: My name is Tim M. Rush. My business address is 1200 Main Street, Kansas City,
3 Missouri 64105.

4 **Q: Are you the same Tim M. Rush who prefiled rebuttal testimony in this matter?**

5 A: Yes.

6 **Q: What is the purpose of your surrebuttal testimony?**

7 A: I will respond to some of the issues raised in the rebuttal testimony of Nathaniel
8 Hagedorn.

9 **Q: Mr. Hagedorn alleges at p. 3 of his testimony that Kansas City Power & Light**
10 **Company's ("KCP&L") actions in changing Briarcliff Development Company's**
11 **("Briarcliff") tariffed rate were unreasonable and arbitrary. Do you agree?**

12 A: No. KCP&L followed its tariff and the orders of the Commission. Staff witness Michael
13 S. Scheperle agrees that the Company is in compliance with its tariffs and the
14 Commission's orders.

15 **Q: Please elaborate.**

16 A: KCP&L's tariffs (Rules 1.04 and 1.21) provide that a customer or responsible party may
17 include a property management company. As explained in KCP&L's rebuttal testimony,
18 Winbury Realty ("Winbury"), a property management company, was the customer and
19 responsible party on the Briarcliff account for almost ten years. During that time, the

1 Commission froze the Company's all-electric rate to existing customers. Briarcliff
2 advised KCP&L in 2009 that Winbury was no longer the property management company
3 and that the account should be put in the name of Briarcliff. This change in the customer
4 name meant that the all-electric rate was not available to Briarcliff.

5 **Q: Mr. Hagedorn asserts at p. 4 of his testimony that Briarcliff was a responsible party**
6 **on the account since the building was constructed. Do you agree?**

7 A: No. From June, 14, 1999 to August 5, 2009, the responsible party for 4100 N. Mulberry
8 Drive, Kansas City, Missouri was Winbury. Winbury meets the definition of a
9 responsible party and customer. Winbury requested that the account be placed in its
10 name, received the bills and paid for the electric service. It is very common for property
11 management companies such as Winbury to be the customer of record, and as such, the
12 responsible party on an account for electric service.

13 **Q: Mr. Hagedorn implies at p. 2 of his testimony that an agent of a property owner**
14 **cannot be a customer? Is this correct?**

15 A: No. As I stated before, I believe that Rules 1.04 and 1.21 of KCP&L's tariffs allow
16 property management companies to be customers. I believe this is further supported by
17 the Missouri Code of State Regulations. As originally stated on p. 6 of my rebuttal
18 testimony, Chapter 13—Service and Billing Practices for Residential Customers of
19 Electric, Gas and Water Utilities, 4 CSR 240-13.010(E) provides the following customer
20 definition:

21 Customer means a person or legal entity responsible for payment for
22 service except one denoted as a guarantor.

1 The KCP&L Rules and Regulations, Sheet 1.07 further defines the responsible party:

2 1.21 RESPONSIBLE PARTY: Any adult, landlord, property
3 management company, or owner applying for agreeing to take, and or
4 receiving substantial use and benefit of electric service at a given premise.

5 I believe it is clear that an agent can be the customer.

6 **Q: What would happen if the Commission accepted Briarcliff's argument that a**
7 **property management company could not be a customer?**

8 A: Numerous tariffs, rules, regulations and policies of the Company would need to be
9 changed to address this concept. While I am unclear of all the potential changes, the
10 most critical would be the responsibilities of the premise for billing.

11 **Q: Mr. Hagedorn requests at p. 8 of his testimony that the Commission order KCP&L**
12 **to rebill Briarcliff at the 1LGAE rate and to refund the overpayment with interest.**
13 **Do you agree with this request?**

14 A: No. KCP&L followed the Commission's order and its tariffs in this case. KCP&L's
15 actions have been supported by Staff in this case. Additionally, if it were determined that
16 the Company was in error when it changed the rate for Briarcliff, there is no provision for
17 payment of interest in the Company's Rules and Regulations. The Company has made
18 every effort to comply with its tariffs and therefore, there should be no refund.

19 **Q: Does that conclude your testimony?**

20 A: Yes, it does.

Briarcliff Development Company)
)
 Complainant,)
)
 v.)
)
 Kansas City Power & Light Company)
)
 Respondent.)


Case No. EC-2011-0383

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

1. My name is Tim M. Rush. I work in Kansas City, Missouri, and I am employed by Kansas City Power & Light Company as Director, Regulatory Affairs.

2. Attached hereto and made a part hereof for all purposes is my Surrebuttal Testimony on behalf Kansas City Power & Light Company consisting of three (3) pages, having been prepared in written form for introduction into evidence in the above-captioned docket.

3. I have knowledge of the matters set forth therein. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.


Tim M. Rush

Subscribed and sworn before me this 28th day of October, 2011.

Nick A. Wey
Notary Public

My commission expires: Feb. 4, 2015

