

Exhibit No.:  
Issue: Overcharges to GST  
Witness: Brian D. Smith  
Sponsoring Party: GST Steel, Inc.  
Type of Exhibit: Surrebuttal Testimony  
Case No.: EC-99-553

Before the  
Public Service Commission of the State of Missouri  
Case No. EC-99-553

Surrebuttal Testimony of  
  
Brian D. Smith

**FILED**  
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Missouri Public  
Service Commission

On Behalf of  
GS Technologies Operating Co., Inc.,  
d/b/a GST STEEL COMPANY

Prepared by  
  
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1850 Parkway Place, Suite 720  
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April 6, 2000

1    **Q.    PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS**

2    A.    My name is Brian D. Smith. I am a Project Manager at GDS Associates, Inc. My  
3        business address is 1850 Parkway Place, Suite 720, Marietta, Georgia, 30067.

4    **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5    A.    This surrebuttal testimony comments on the cost comparison included in the rebuttal  
6        testimony of Kansas City Power & Light Co. ("KCPL") witness Giles. Mr. Giles  
7        calculated differences between the amount billed to GST during the 1994 to 1999 period  
8        and the amounts that Mr. Giles claims would have been billed had GST been charged  
9        under the Large Power Service Schedule ("LPS"), both with and without the Peak Load  
10       Curtailment Credit Rider ("PLCC").

11   **Q.    DO YOU HAVE COMMENTS ON THE SPECIFIC AMOUNTS THAT MR.**  
12       **GILES HAS PRESENTED?**

13   A.    No, my comments pertain to the relevance of Mr. Giles' calculations.

14   **Q.    PLEASE EXPLAIN WHAT YOU MEAN.**

15   A.    Mr. Giles presents his comparison of charges as a means to support his claim that GST  
16        has not been overcharged as a result of the Hawthorn #5 explosion. However, whether  
17        GST might have been billed higher amounts under any other billing arrangement has  
18        nothing to do with the fact that GST has been overcharged under the special contract as a  
19        result of the explosion on February 17, 1999.

20   **Q.    DOES THE FACT THAT GST COULD HAVE CHOSEN TO TAKE SERVICE**  
21       **UNDER THE LPS SCHEDULE, EITHER WITH OR WITHOUT THE PLCC**  
22       **CURTAILMENT CREDIT, LEND CREDENCE TO MR. GILES' ASSERTION?**

1 A. No. GST's ability to make a one-time election to be billed under any other KCPL rate  
2 schedule in lieu of pricing under the special contract does not impact KCPL's  
3 responsibility to provide reasonably priced service under the special contract, without  
4 including excessive, imprudently incurred costs.

5 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

6 A. Yes.