

Exhibit No.:  
Issues: FAC  
Witness: David C. Roos  
Sponsoring Party: MO PSC Staff  
Type of Exhibit: Rebuttal Testimony  
File No.: EO-2008-0216  
Date Testimony Prepared: April 22, 2011

**MISSOURI PUBLIC SERVICE COMMISSION**

**UTILITY OPERATIONS DIVISION**

**REBUTTAL TESTIMONY**

**OF**

**DAVID C. ROOS**

**KCP&L GREATER MISSOURI OPERATIONS COMPANY**

**FILE NO. EO-2008-0216**

*Jefferson City, Missouri*  
*April 2011*

**BEFORE THE PUBLIC SERVICE COMMISSION**  
**OF THE STATE OF MISSOURI**

In the Matter of KCP&L Greater Missouri )  
Operations Company (f/k/a Aquila, Inc.) )  
for Authority to Implement Rate )  
Adjustments Required by 4 CSR 240- )  
20.090(4) and the Company's Approved )  
Fuel and Purchased Power Cost Recovery )  
Mechanism )

File No. EO-2008-0216

**AFFIDAVIT OF DAVID C. ROOS**

STATE OF MISSOURI     )  
                                  ) ss  
COUNTY OF COLE     )

David C. Roos, of lawful age, on his oath states: that he has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 3 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by him; that he has knowledge of the matters set forth in such answers; and that such matters are true to the best of his knowledge and belief.

  
\_\_\_\_\_  
David C. Roos

Subscribed and sworn to before me this 22<sup>nd</sup> day of April, 2011.

SUSAN L. SUNDERMEYER Notary Public - Notary Seal State of Missouri Commissioned for Callaway County My Commission Expires: October 03, 2014 Commission Number: 10942086
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Notary Public

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Q. Please state your name and business address.

A. My name is David C. Roos and my business address is Missouri Public Service Commission, P. O. Box 360, Jefferson City, Missouri 65102.

A. Yes.

A. The purpose of my testimony is to provide Staff's response to the direct testimony of KCP&L Greater Missouri Operations Company witness Tim M. Rush regarding what amount should be credited to the customers of KCP&L Greater Missouri Operations Company ("GMO") in the aggregate using a start date for net fuel cost accrual of July 5, 2007 for Accumulation Period 1 of GMO's Fuel Adjustment Clause. I also provide Staff's revised aggregate customer bill credit amounts for Accumulation Period 1, including interest through December 31, 2010, based on start dates for net fuel cost accrual of July 5, 2007 and of August 1, 2007, respectively.

Q. Does Staff agree with KCP&L Greater Missouri Operations Company's stated aggregate credit amounts of "\$2,060,617 for MPS and \$502,935 for L&P," including interest

Rebuttal Testimony of  
David C. Roos

1 through December 31, 2010, which are based on a start date for fuel cost accrual of July 5,  
2 2007 for Accumulation Period 1?

3 A. No, but, through working with GMO personnel, Staff has found errors and  
4 changed its methodology for calculating the amount. GMO and Staff have agreed to those  
5 changes and the amount using a July 5, 2007 start date. Based on the changes for that start  
6 date, Staff has also revised its amount using a start date of August 1, 2007. Staff's revised  
7 aggregate credit amounts, including interest through December 31, 2010, are the following:

GMO Rate District	Accumulation Period 1 Net Fuel Cost Accrual Start Date	
	5-Jul-07	1-Aug-07
MPS	\$ 1,975,363	\$ 484,626
L&P	\$ 7,084,354	\$1,710,484

8  
9 Q. Why did Staff change its methodology for calculating the amounts of the  
10 credits?

11 A. Staff reviewed the company's work papers in this case and had several  
12 conversations with employees of GMO. The difference between the credit amounts filed by  
13 Staff and the Company in direct testimony of this case are caused by different treatment of  
14 fuel costs for wholesale customers, interest payments, and the allocation of costs for the first  
15 four days in July. Staff's revised its credit amounts by excluding wholesale costs from the  
16 calculation and applying interest payments to the credit from March 1, 2009 through  
17 December 31, 2010. The Company revised its credit amounts by removing the fuel costs for  
18 the first four days of July 2007 by weighting the monthly July fuel costs by daily energy  
19 usage for July.

20 Q. Then do Staff and KCP&L Greater Missouri Operations Company agree to the  
21 amount of the aggregate credit to customers' bills?

1           A.     Staff and the Company agree on the methodology for calculating the credit  
2 amounts with interest through December 31, 2010, and for the credit amounts for  
3 Accumulation Period 1 using a start date of July 5, 2007 for net fuel costs. The Company did  
4 not calculate credit amounts when a start date of August 1, 2007 is used for net fuel costs.  
5 Interest should continue to accrue on the credit amounts until GMO's customers receive the  
6 credits. If the Commission orders the credits be made in this case, then the credit amounts  
7 with interest will be included in the calculation of a current  $FPA_C$  rates as the R value for  
8 calculation of the amount on line 6 of the Company's FAC tariff Sheet No. 98.14 for a future  
9 recovery period. The R value in the FAC is for the "[u]nder/over recovery (if any) from  
10 currently active and prior Recovery Periods as determined for the FAC true-up adjustments,  
11 and modifications due to adjustments ordered by the Commission as a result of required  
12 prudence reviews or other disallowances and reconciliations, with interest as defined in item  
13 I."

14           Q.     If the Commission orders the credits be made, when would they be applied to  
15 the bills of GMO's customers?

16           A.     If the Commission orders credits be made to customers' bills, the date and  
17 method to apply such credits should be included in the Commission's order in this case. If the  
18 Commission issues such an order in this case prior to mid-August 2011, the credit amounts  
19 should be applied to the customer's bill during Recovery Period 9 (March 1, 2012 through  
20 February 28, 2013) through the process described in my previous answer.

21           Q.     Does this conclude your testimony?

22           A.     Yes.