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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS  
Hearing  
January 2, 2000  
Jefferson City, Missouri  
Volume 1

In the Matter of the Joint Application)  
of Kansas City Power & Light Company ) Case No. EO-2001-240  
and the City of Marshall for an Order )  
Approving a Territorial Agreement. )

VICKY RUTH, Presiding,  
REGULATORY LAW JUDGE.

REPORTED BY:  
KELLENE K. FEDDERSEN, CSR, RPR  
ASSOCIATED COURT REPORTERS, INC.

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9 FOR: City of Marshall.

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13 FOR: Office of the Public Counsel  
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17 FOR: Staff of the Missouri Public  
18 Service Commission.

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1 P R O C E E D I N G S

2 (EXHIBIT NOS. 1 AND 2 WERE MARKED FOR  
3 IDENTIFICATION.)

4 JUDGE RUTH: Okay. My name is Vickie Ruth,  
5 and I am the Regulatory Law Judge for this morning's  
6 hearing. It's January 2nd, 2001. We are here for Case  
7 No. EO-2001-240, in the Matter of the Joint Application of  
8 Kansas City Power & Light Company and the City of Marshall  
9 for an Order Approving a Territorial Agreement.

10 Are there any preliminary matters we need to  
11 take care of on the record?

12 (No response.)

13 Seeing none, I'll explain the procedure  
14 briefly. We will start with opening statements, and we'll  
15 begin with Kansas City Power & Light Company, City of  
16 Marshall and Staff and then the Office of the Public  
17 Counsel, and the order of witnesses will be the same as  
18 opening statements.

19 Now I will take entries of appearance on the  
20 record, and Kansas City Power & Light, we'll begin with you.

21 MR. RUMP: Thank you. Michael Rump,  
22 1201 Walnut, Kansas City, Missouri, appearing for Kansas  
23 City Power & Light.

24 JUDGE RUTH: Okay. And Marshall, City of  
25 Marshall?

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1                   MR. HUFF:  Yes.  George Huff, 78 South  
2 Jefferson, appearing for the City of Marshall.

3                   JUDGE RUTH:  And Staff?

4                   MR. ANDERSON:  Eric Anderson and Dennis L.  
5 Frey appearing for the Staff, P.O. Box 360, Jefferson City,  
6 Missouri 65102.

7                   JUDGE RUTH:  And Public Counsel?

8                   MR. COFFMAN:  John B. Coffman appearing on  
9 behalf of the Office of the Public Counsel and the  
10 ratepayers, P.O. Box 7800, Jefferson City, Missouri 65102.

11                  JUDGE RUTH:  Then we'll start with opening  
12 statements now.  KCPL, would you like to begin?

13                  MR. RUMP:  Thank you.  Very briefly your  
14 Honor, we're here this morning on the joint application of  
15 Kansas City Power & Light and the City of Marshall,  
16 Missouri.

17                  We have entered into a Territorial Agreement.  
18 The reasons are basically that Kansas City Power & Light has  
19 constructed a service center in the city of Marshall.  It's  
20 in the area where the City of Marshall provides electric  
21 service.  KCPL would like to serve its service center.

22                  In addition, there was an area where we had to  
23 relocate an overhead power line, and in lieu of doing  
24 that -- I think the City was constructing a golf course.  
25 In lieu of doing that and incurring the cost of relocating

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1 and reconstructing that line, we agreed to allow the City to  
2 serve five customers.

3               So that's the agreement that we have reached,  
4 that we will serve our service center, the City will serve  
5 the five customers, and we have committed that agreement in  
6 the Territorial Agreement to writing. We would like the  
7 Commission to approve that agreement.

8               JUDGE RUTH: Thank you. City of Marshall?

9               MR. HUFF: We would concur with the opening  
10 statements of KCP&L. Those are the reasons we're here, and  
11 there's no need to repeat them.

12              JUDGE RUTH: Thank you. Staff, do you have an  
13 opening statement?

14              MR. ANDERSON: No, your Honor.

15              JUDGE RUTH: And Public Counsel?

16              MR. COFFMAN: No. We support the stipulated  
17 Territorial Agreement, particularly since the five customers  
18 that are impacted have agreed to and have affidavits in the  
19 record supporting the transfer.

20              JUDGE RUTH: Thank you. KCPL, would you like  
21 to put on your first witness?

22              MR. RUMP: Yes. We would call Mark  
23 Schueller.

24              JUDGE RUTH: Mr. Schueller, if you would come  
25 up to the witness stand. Could you spell your first and

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1 last name for the court reporter, please.

2 THE WITNESS: Yes. My name is Mark, M-a-r-k,  
3 Schueller, S-c-h-u-e-l-l-e-r.

4 JUDGE RUTH: Thank you.

5 (Witness sworn.)

6 JUDGE RUTH: Please be seated.

7 MARK SCHUELLER testified as follows:

8 DIRECT EXAMINATION BY MR. RUMP:

9 Q. Would you please state your name again for the  
10 record.

11 A. My name is Mark Schueller.

12 Q. And where are you employed?

13 A. Kansas City Power & Light Company.

14 Q. And your title?

15 A. Manager of customer services for the Missouri  
16 service centers.

17 Q. Okay. And what do your responsibilities  
18 include?

19 A. Essentially managing all of our service  
20 centers on the Missouri side of our service territory. That  
21 involves construction, maintenance of new facilities,  
22 service restoration in the event of storms, just maintaining  
23 and expanding the distribution systems as required.

24 Q. All right. Are you familiar with the  
25 Territorial Agreement entered into with the City of

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1 Marshall, Missouri?

2 A. Yes, I am.

3 Q. Okay. I want to hand you what's been marked  
4 as Exhibit No. 1 and ask if you can identify Exhibit No. 1?

5 A. Yes. This is the Unanimous Stipulation and  
6 Agreement that we've entered into with the City of Marshall  
7 to do the Territorial Agreement.

8 Q. Have you reviewed that Stipulation and  
9 Agreement?

10 A. Yes, I have.

11 Q. Does that accurately set forth the agreement  
12 of the parties?

13 A. Yes, it does.

14 Q. I'd also like to direct your attention to  
15 what's been marked as Exhibit No. 2, and are you familiar  
16 with that?

17 A. Yes, I am.

18 Q. And what is that document?

19 A. This is the Territorial Agreement itself  
20 entered into between Kansas City Power & Light and the City  
21 of Marshall, Missouri.

22 Q. All right. Now, you're familiar with that  
23 Territorial Agreement?

24 A. Yes, I am.

25 Q. Could you briefly explain the reasons for the

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1 agreement?

2           A.       There are a couple of reasons behind it.  
3 First of all, we have built a new service center in the city  
4 of Marshall that is in the city limits that we at Kansas  
5 City Power & Light would like to serve electrically. Since  
6 we are right next door to it with a substation and it is our  
7 facility, we would like to go ahead and be able to serve  
8 that if possible.

9                   And then secondly, the City of Marshall is  
10 constructing a golf course, and across that golf course was  
11 a line that would have to be relocated at considerable  
12 expense to the City of Marshall if we had to move that line  
13 to -- that line fed five customers, four residences and a  
14 youth home.

15                   And so to save the cost to the City of  
16 Marshall of having to move that line, we opted to go ahead  
17 and release those customers to the City of Marshall.

18           Q.       All right. Did this Territorial Agreement and  
19 the exchange of customers have anything to do with  
20 difference in rates between KCP&L and the City?

21           A.       No, nothing. It was not rate related at all.

22                   MR. RUMP: I don't have any additional  
23 questions.

24                   JUDGE RUTH: City of Marshall, will there be  
25 any cross-examination?



1 MR. HUFF: No, thank you.  
2 JUDGE RUTH: Staff?  
3 MR. ANDERSON: No, thank you.  
4 JUDGE RUTH: Public Counsel?  
5 MR. COFFMAN: None.  
6 JUDGE RUTH: Then this witness is excused.  
7 MR. RUMP: I would like to offer Exhibits 1  
8 and 2 into the record at this time.  
9 JUDGE RUTH: Any objections from City of  
10 Marshall?  
11 MR. HUFF: None.  
12 JUDGE RUTH: Staff?  
13 MR. ANDERSON: None.  
14 JUDGE RUTH: OPC?  
15 MR. COFFMAN: No.  
16 JUDGE RUTH: There being no objections, the  
17 Unanimous Stipulation and Agreement marked as Exhibit 1 and  
18 the Territorial Agreement marked as Exhibit 2 are both  
19 admitted into the record.  
20 (EXHIBIT NOS. 1 AND 2 WERE RECEIVED INTO  
21 EVIDENCE.)  
22 JUDGE RUTH: KCPL, do you have any other  
23 witnesses?  
24 MR. RUMP: We have no additional witnesses.  
25 JUDGE RUTH: And the City of Marshall, do you

1 have any witnesses today?

2 MR. HUFF: I don't think our witness would add  
3 anything to the testimony that you've heard so far. It's  
4 not necessary, unless you'd like some further expansion.

5 JUDGE RUTH: I don't have any questions, but  
6 this is certainly your opportunity if you want to put  
7 anything more on the record for the Commissioners.

8 MR. HUFF: I don't think it would add anything  
9 to what we have already. Thank you.

10 JUDGE RUTH: All right. Then Staff, do you  
11 have any witnesses?

12 MR. ANDERSON: We have our witness here, Jim  
13 Ketter. He is available for questions from the Bench.  
14 However, if there are no questions from the Bench, then he  
15 will not take the stand. Thank you.

16 JUDGE RUTH: I don't have any questions for  
17 him. And Public Counsel?

18 MR. COFFMAN: We have no witnesses.

19 JUDGE RUTH: Okay. As there are no other  
20 witnesses that need to take the stand, I will give the  
21 opportunity to make a closing statement if you wish. It's  
22 not required. But KCPL, do you have a closing statement?

23 MR. RUMP: No. We have nothing further to  
24 add. Thank you.

25 JUDGE RUTH: And City of Marshall?

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1                   MR. HUFF: We'll just confirm that the  
2 stipulation and the agreement are as they're stated in the  
3 record, and we think it's in the public interest that this  
4 agreement be approved and all parties are in accord, I  
5 think. Thank you.

6                   JUDGE RUTH: Okay. And Staff?

7                   MR. ANDERSON: Nothing further, your Honor.

8                   JUDGE RUTH: Public Counsel?

9                   MR. COFFMAN: No.

10                  JUDGE RUTH: Then I'll clarify that we do have  
11 Exhibits 1 and 2 entered into the records. And there being  
12 no closing statements, that will conclude this hearing.  
13 We're off the record, and thank you very much.

14                  WHEREUPON, the hearing of this case was  
15 concluded.

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I N D E X

Opening Statement by Mr. Rump	4
opening Statement by Mr. Huff	5
KCP&L'S EVIDENCE:	
MARK SCHUELLER	
Direct Examination by Mr. Rump	6

EXHIBITS INDEX

MARKED REC'D

EXHIBIT NO. 1		
Unanimous Stipulation & Agreement	3	9
EXHIBIT NO. 2		
Territorial Agreement	3	9