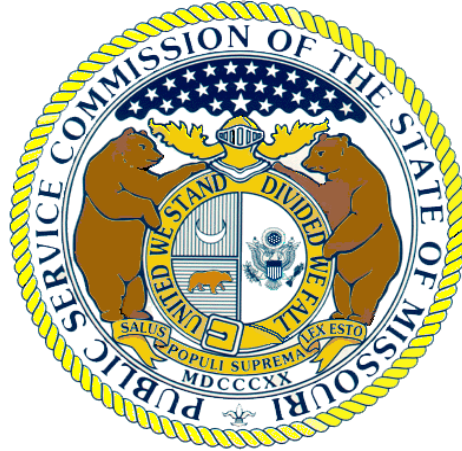


**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**



Patricia Sue Stinnett,)
)
 Complainant,)
)
 v.)
)
 Kansas City Power & Light Company,)
)
 Respondent)

File No. EC-2020-0088

REPORT AND ORDER

Issue Date: March 3, 2021

Effective Date: April 2, 2021

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

Patricia Sue Stinnett,)	
)	
Complainant,)	
)	
v.)	<u>File No. EC-2020-0088</u>
)	
Kansas City Power & Light Company,)	
)	
Respondent)	

APPEARANCES

Appearing for Patricia Sue Stinnett:

Patricia Sue Stinnett, 20962 State Hwy 19, Eminence, MO 65466

Appearing for Kansas City Power and Light Company (Evergy Missouri Metro):

Roger W. Steiner, Corporate Counsel, 1200 Main Street, Kansas City, MO 64105

Appearing for the Staff of the Missouri Public Service Commission:

Casi Aslin, Associate Counsel, Governor Office Building, 200 Madison Street, Suite 800, Jefferson City, MO 65102

Senior Regulatory Law Judge: John T. Clark

REPORT AND ORDER

Complaint and Procedural History

On September 30, 2019, Patricia Sue Stinnett, Complainant, filed a formal complaint with the Missouri Public Service Commission against KCP&L Greater Missouri Operations Company (Evergny West).¹ Patricia Stinnett's complaint alleged an amount in controversy, but indicated that amount had not yet been ascertained. Thus, this complaint was not treated as a small formal complaint under Commission Rule 20 CSR 4240-2.070(15). Patricia Stinnett's complaint alleges that Evergny West has incorrectly charged her over a ten-year period for a utility light pole that fire destroyed on April 20, 2009. Evergny West reimbursed Patricia Stinnett for five years of billing charges for the destroyed light pole. Patricia Stinnett requests the Commission order Evergny West to reimburse her for all ten years of billing charges plus interest for the time period she and her husband were overcharged.

On October 1, 2019, the Commission ordered Evergny West to answer the complaint. Evergny West timely filed an answer and requested that the Commission dismiss Patricia Stinnett's complaint for failure to state a claim. The Commission also ordered its Staff (Staff) to investigate and file a report regarding the complaint. Staff filed a report on November 14, 2019, which concluded Evergny West had not violated any applicable statutes or Commission Rules associated with the subject matter of the complaint.

¹ Respondent company was known as KCP&L Greater Missouri Operations Company, but the current name of the company is Evergny Missouri West.

On January 16, 2020, Staff submitted an issue for determination on behalf of the parties. The single issue for the Commission's determination was whether Evergy West took any actions that constitute a violation of any law, regulation, Commission order, or Evergy Missouri West's tariff.

The Commission held an evidentiary hearing at the Commission's offices in room 310 of the Governor Office Building, Jefferson City, Missouri, on Tuesday, October 13, 2020.² At the hearing, Patricia Stinnett agreed that neither her information nor her husband's would be confidential as related to this proceeding. Accordingly, this Report and Order includes information that would otherwise be confidential customer information.³ At the hearing, the Commission admitted the testimony of three witnesses and received 10 exhibits into evidence. Witnesses Alisha Duarte, Senior Customer Affairs Advisor, testified for Evergy West, and Tammy Huber, Senior Research Data Analyst, testified for the Commission's Staff. Patricia Stinnett testified on her own behalf. Staff's report was admitted into the record at the hearing.⁴ Evergy submitted no exhibits. Patricia Stinnett produced nine exhibits at the hearing that had not previously been provided to the other parties. Those exhibits were not admitted into evidence at the hearing. The parties were given until October 23, 2020, to object to those exhibits, and no objections were received. Therefore, the Commission admits Patricia Stinnett's exhibits 1-9 into evidence. Evergy West agreed to submit any existing contractual services agreement as an exhibit at the Judge's request. On October 19, 2020, Evergy West filed a statement

² At the hearing, the Regulatory Judge and Complainant, Patricia Stinnett, appeared in person, and the other parties appeared via WebEx videoconference.

³ Commission Rule 20 CSR 4240-20.015(2)(C) provides that customer information shall be made available only upon consent of the customer or as otherwise provided by law or Commission rule or orders.

⁴ Exhibit 201.

that it had searched its records and was unable to locate a lighting contract executed by Patricia Stinnett or her husband. The Commission took administrative notice of the company's tariff sheet PSC No. 1 Original Sheet R-33.1.

Patricia Stinnett also alleged that Evergy West did not apply a \$125.00 credit. This allegation was not included in Patricia Stinnett's original complaint and only arose at the evidentiary hearing.

Evergy West, Staff, and Patricia Stinnett submitted post hearing briefs on December 1, 2020.

Findings of Fact

1. Patricia Stinnett and her husband Danny Stinnett were married April 1, 2006.⁵

2. Danny Stinnett and Patricia Stinnett did not reside together.⁶ Patricia Stinnett resided in Mound City, and Danny Stinnett resided on a property in Maitland Missouri.⁷

3. The Maitland property contained a residence and a light pole.⁸

4. Evergy West provided service to the property and the light pole.⁹

5. On April 20, 2009, a house fire destroyed the residence on the property and the light pole. Evergy West was contacted to disconnect the power to the pole light because the pole was destroyed and the power line was on the ground.¹⁰

⁵ Exhibit 3, confidential, Marriage Certification.

⁶ Transcript, page 30

⁷ Exhibit 8, confidential, electric bills.

⁸ Transcript, page 28, and Exhibit 6, confidential, newspaper article.

⁹ Exhibit 8, confidential, electric bills.

¹⁰ Transcript, page 28, and exhibit 6, confidential, newspaper article.

6. Neither Patricia Stinnett nor her husband contacted Evergy West to inform the company that the light pole had burned down. Both of their cell phones were in the house that burned. Patricia Stinnett does not know who contacted Evergy West concerning the burned pole light and downed power line.¹¹

7. A neighbor of Danny Stinnett, who worked for Evergy West and lived approximately one mile away, came to the property and turned off the main power to the property and light pole.¹²

8. Evergy West first became aware that the pole light was destroyed by fire on April 21, 2009.¹³

9. After the fire, Patricia Stinnett and her husband had a new light pole replaced within a week to provide light for their dogs.¹⁴ Evergy West hung a power line across the highway to the new pole.¹⁵

10. Danny Stinnett did not notice that his electric bill contained charges for two light poles.¹⁶

11. Danny Stinnett's account was turned back on after the fire on June 1, 2009.¹⁷

12. Danny Stinnett died on April 6, 2019.¹⁸

13. After Danny Stinnett died, Patricia Stinnett learned that she was a co-applicant on the electric account for the property with the light pole. Patricia Stinnett

¹¹ Transcript, page 38.

¹² Transcript, page 38.

¹³ Transcript, page 69.

¹⁴ Transcript, page 28.

¹⁵ Transcript, page 30.

¹⁶ Transcript, page 30.

¹⁷ Transcript, page 69.

¹⁸ Exhibit 4, confidential, Certification of Death.

took over the electric bill for the property and discovered that the bill contained charges for two light poles.¹⁹

14. Danny Stinnett's bills contained two separate charges for lights. One charge was for a 14,400 Lumen High Pressure Sodium 150 watt light, and the other charge was for a 7,650 lumen Mercury Vapor 175 watt light.²⁰ The pole lights were not individually metered, but were billed a fixed charge per light.²¹

15. Patricia Stinnett never saw any of Danny Stinnett's electric bills for the property until she took over the account.²²

16. Patricia Stinnett also discovered a \$125 credit on Danny Stinnett's April 10, 2019, electric bill, which she alleges was not carried over.²³ That \$125 credit was applied on future electric bills.²⁴

17. On June 26, 2019, Patricia Stinnett contacted Evergy West to inform them that Danny Stinnett had died.²⁵ Evergy West made Patricia Stinnett the primary account holder that day.²⁶

18. Prior to that June 26, 2019, contact, Evergy West was unaware of the billing issue with the area lights.²⁷

19. Patricia Stinnett spoke to the same customer service representative from Evergy West on three separate occasions via telephone regarding the second light pole. That customer service representative told her that there were in fact two light poles on

¹⁹ Transcript, pages 28 and 50.

²⁰ Exhibit 8, confidential, electric bills

²¹ Transcript, page 70.

²² Transcript, page 35.

²³ Transcript, pages 29 and 66.

²⁴ Transcript, page 68.

²⁵ Transcript, page 49.

²⁶ Transcript, page 69.

²⁷ Transcript, page 49.

the property. Upon informing the customer service representative that the second pole she was being billed for was destroyed in a fire, the representative told her that Evergy West would check to see that there was no second light pole.²⁸

20. The work order to verify the second area light on the Maitland property was not processed immediately after Patricia Stinnett contacted Evergy West on June 26, 2019.²⁹

21. On August 6, 2019, Patricia Stinnett contacted the Commission's Consumer Services Department to file an informal complaint.³⁰

22. Evergy West eventually completed a field investigation of the Maitland property and confirmed that there was only one light pole.³¹ Evergy West did not conduct its field investigation until after it had received the August 6, 2019, informal complaint from the Commission.³²

23. In October 2019 Patricia Stinnett received a check from Evergy West.³³

24. Evergy West refunded Patricia Stinnett for five years (60 billing periods) of charges, prior to June 26, 2019, for the second pole light.³⁴

25. Both pole lights are billed on Patricia Stinnett's electric bill for service from July 10, 2019 through August 11, 2019.³⁵

Conclusions of Law

A. Evergy West is a public utility as defined by Section 386.020(43), RSMo.

²⁸ Transcript, pages 32 and 39.

²⁹ Exhibit 201, confidential, Staff's report.

³⁰ Exhibit 201, confidential, Staff's report.

³¹ Transcript, page 49.

³² Exhibit 201, confidential, Staff's report.

³³ Transcript, page 29, and Exhibit 7, confidential, check

³⁴ Transcript, pages 49 and 51.

³⁵ Exhibit 8, confidential, electric bills.

Also, Evergy West is an electrical corporation as defined by Section 386.020(15), RSMo. Therefore, Evergy West is subject to the Commission's jurisdiction pursuant to Chapters 386 and 393, RSMo.

B. Under Section 386.390 RSMo a person may file a complaint against a regulated utility setting forth any act or thing done or omitted to be done by any public utility in violation of any provision of law subject to the commission's authority, any rule promulgated by the commission, any utility tariff, or any order or decision of the Commission. Therefore, the Commission has authority over this complaint.

C. Evergy West's applicable tariff PSC Mo. No. 1, Original Sheet No R-33.1 addresses billing adjustments:

5.04 Billing Adjustments

A. For all billing errors, Company will determine from all related and available information the probable period during which this condition existed and shall make billing adjustments for the estimated period involved as follows:

(1) Residential Customers.

(a) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.

(b) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) consecutive billing periods, calculated from the date of discovery, inquiry, or actual notification of Company, whichever was first.

D. Commission Rule 20 CSR 4240-13.025 concerning billing adjustments provides:

(1) For all billing errors, the utility will determine from all related and available information the probable period during which the condition causing the errors existed and shall make billing adjustments for that period as follows:

(A) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive monthly billing periods, or twenty (20) consecutive quarterly billing periods, calculated from the date of discovery, inquiry, or actual notification of the

utility, whichever comes first;

(B) In the event of an undercharge, an adjustment shall be made for the entire period that the undercharge can be shown to have existed not to exceed twelve (12) monthly billing periods or four (4) quarterly billing periods, calculated from the date of discovery, inquiry, or actual notification of the utility, whichever was first;

(C) In the event of an undercharge, the utility shall offer the customer the option to pay the adjusted bill over a period at least double the period covered by the adjusted bill;

E. The burden of showing that a regulated utility has violated a law, rule or order of the Commission is with the Complainant.³⁶

Decision

After applying the facts to its conclusions of law, the Commission has reached the following decision. The sole issue before the Commission as framed by the parties is whether Evergy West took any actions that constitute a violation of any law, regulation, Commission order, or Evergy Missouri West's tariff. Patricia Stinnett's complaint alleges that Evergy West violated Commission Rule 20 CSR 4240-13.025,³⁷ because Evergy West continued to charge her and her husband for a pole light that Evergy West was informed was destroyed by fire. Her requested relief for this alleged violation is that she wants the Commission to order Evergy West to reimburse her for all ten years of billing charges and interest.

Commission Rule 20 CSR 4240-13.025, which Patricia Stinnett says Evergy West violated, provides that for all billing errors, the utility will determine from all related and available information the probable period during which the condition causing the errors

³⁶ In cases where a "complainant alleges that a regulated utility is violating the law, its own tariff, or is otherwise engaging in unjust or unreasonable actions,"..."the burden of proof at hearing rests with the complainant." *State ex rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 693 (Mo. App. 2003).

³⁷ Previously 4 CSR 240-13.025.

existed and shall make billing adjustments for that period. There is no dispute that the pole light that is the subject of the billing error was destroyed on April 20, 2009. Evergy West was aware of the pole lights destruction on April 21, 2009, and Danny Stinnett's account was reactivated after the fire on June 1, 2009. Both Evergy West and Patricia Stinnett agree that she and her husband were charged for the pole light for approximately ten years after its destruction. However, Commission Rule 20 CSR 4240-13.025(1)(A) limits the time period that Evergy West can make adjustments for the billing error to 60 consecutive monthly billing periods, five years, from the earliest date of Evergy West's discovery, inquiry, or actual notification of the billing error. The language of Commission Rule 20 CSR 4240-13.025 is also mirrored in Evergy West's tariff.

The first time the billing error was brought to Evergy West's attention was on June 26, 2019, when Patricia Stinnett contacted Evergy West. That means Evergy West may only make an adjustment for the overcharge for the previous 60 months.

Evergy West sent Patricia Stinnett a refund check for the 60 months the destroyed light pole was overcharged to her account from the date of discovery, June 26, 2019. Evergy West therefore complied with both the Commission's Rule and its tariff. The Rule and Evergy West's tariff both provide that adjustments are not to exceed 60 consecutive monthly billing periods. If Evergy West had refunded Patricia Stinnett for the full ten years of overbilling, it would have violated both the Commission's Rule as well as its tariff. This is both logical and fair. Danny Stinnett did not discover the billing error from the time his account was reactivated after the fire until his death. It is the customer's responsibility to review their bills for billing errors within a reasonable amount of time. Commission Rule 20 CSR 4240-13.025(1)(A) limits that time to five years from the date of discovery, inquiry,

or actual notification. However, because both pole lights were billed on Patricia Stinnett's electric bill for service from July 10, 2019 through August 11, 2019, it appears Evergy West may have overbilled Patricia Stinnett for an additional month beyond when it was first made aware of the overcharge.

Patricia Stinnett has the burden to show that Evergy West has violated a law, rule, or order of the Commission. Because she has not done so, her complaint fails and the Commission must deny her complaint.

The Commission is concerned that Patricia Stinnett contacted Evergy West on June 26, 2019, and informed the company that the light pole was destroyed, but Evergy West did not perform a field investigation to verify the poles destruction until after the company received the informal complaint in August 2019. In that time period, Patricia Stinnett contacted Evergy West several times to try and resolve the billing error. Staff's report recommends that Evergy West add a review process to Service Technician orders and notes. Staff further recommends Evergy West utilize this complaint as a coaching process for Service Technicians to properly identify the equipment being installed at a customer's property. Staff believes this this would better ensure that the personnel responsible for inputting the account notes accurately reflect the actions taken by the company. The Commission agrees with this recommendation, and will direct Evergy West to implement Staff's recommended changes.

THE COMMISSION ORDERS THAT:

1. Evergy West's motion to dismiss for failure to state a claim is denied.
2. Patricia Stinnett's complaint is denied.

3. Every West shall comply with Staff's recommendation to add a review process to Service Technician orders and notes.

4. Every West shall investigate whether Patricia Stinnett was overcharged for the second pole light after June 26, 2019, and credit her account accordingly.

5. This order shall become effective on April 2, 2021.



BY THE COMMISSION

A handwritten signature in black ink that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Silvey, Chm., Kenney, Rupp, Coleman, and
Holsman CC., concur.

Clark, Senior Regulatory Law Judge