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BEFORE THE PUBLIC COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Application)
of Judith Turner-Davis for)
Change of Electrical Supplier)
to Platte-Clay Electrical)
Cooperative from Evergy) Case No. EO-2024-0035
Missouri West, Inc. d/b/a)
Evergy Missouri West.)

EVIDENTIARY HEARING

VOLUME 2

BEFORE THE HONORABLE JUDGE KEN SEYER

JANUARY 04, 2024

between the hours of 9:00 o'clock in the
forenoon and 6:00 o'clock in the evening of that
date via WebEx, before CANDICE K. PEREZ, CVR, in a
certain cause now pending.

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APPEARANCES

JUDGE KEN SEYER
COMMISSIONER GLEN KOLKMEYER
COMMISSIONER KAYLA HAHN
COMMISSIONER JASON HOLSMAN
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K. PEREZ, CVR, in a certain cause now pending.

1 IT IS HEREBY STIPULATED AND AGREED that this evidentiary
2 hearing may be taken by Candice K. Perez, Professional Court
3 Reporter, and afterwards transcribed into typewriting.

4 *****

5 Volume 2, Page 1

6
7 THE COURT: Good morning. Today is January 4, 2024,
8 the time is 11:03 a.m. and the commission has set this time for
9 an evidentiary hearing in the case captioned as in the matter
10 of the application of Judith Turner-Davis for change of
11 electric supplier to Platte-Clay at Electrical Cooperative from
12 Evergy Missouri West incorporated doing business as Evergy
13 Missouri West. It's the commission file No. EO-2024-0035.

14 My name is Ken Seyer and I am the Regulatory Law
15 Judge presiding over this hearing. The hearing is taking
16 place in the public service commission hearing room, room
17 310, of the Governor Office Building in Jefferson City,
18 Missouri. However, parties and witnesses will also be
19 participating over the internet via Cisco WebEx.

20 First let's have the counsel for the parties make
21 their entries of appearance, starting with staff.

22 MR. IRVING: Ron Irving, staff.

23 THE COURT: All right. Evergy Missouri West.

24 MR. STEINER: My name is Roger Steiner. I am an
25 attorney for Evergy Missouri West and my contact information

1 has been given to the court reporter.

2 THE COURT: Okay. And for Platte-Clay Electrical
3 Co-op.

4 MS. MCCORD: Megan McCord. I'm Platte-Clay's
5 attorney and I'll enter my information for the court reporter
6 now.

7 THE COURT: And Ms. Turner-Davis, you're still with
8 us.

9 MS. TURNER-DAVIS: Yes, I am.

10 THE COURT: All right. And just for the sake of the
11 record for the court reporter, could you spell your first and
12 last name for us.

13 MS. TURNER-DAVIS: It's Judith J-U-D-I-T-H, Turner
14 T-U-R-N-E-R, hyphen, Davis D-A-V-I-S.

15 THE COURT: All right. Thank you. For those of you
16 here in the room, I ask everyone to silence all cellphones and
17 mobile devices. For those connected via WebEx, I ask that you
18 mute your microphone when not speaking. For those in the
19 hearing room, there are -- if you're at the witness stand or at
20 the counsel tables, there are microphones that will help us
21 immensely in picking up your testimony or your speaking. So if
22 you will use those, I would appreciate that.

23 Ms. Turner-Davis, you're not represented by an
24 attorney today. Correct? Ms. Turner-Davis, you will have
25 to unmute to answer my question. It may, Ms. Turner-Davis

1 be *6 that you have to punch to unmute and mute.

2 MS. TURNER-DAVIS: I know. I do it and it doesn't
3 seem to want to. But can you hear me now?

4 THE COURT: Yes. We can hear you now.

5 MS. TURNER-DAVIS: Okay, and no. I am not
6 represented by an attorney.

7 THE COURT: Okay. That is perfectly acceptable and
8 not uncommon in cases such as yours. And so please don't be
9 overly concerned about following our hearing procedures
10 perfectly today. Where I can, I will try to assist you today.
11 Each party will be given the opportunity to make an opening
12 statement. You do not have to give an opening statement, but
13 an opening statement is generally an opportunity for a party in
14 the case to give the commissioners and me a preview or summary
15 of what you expect the hearing evidence to be, and why that
16 evidence will support your change of electric service supplier
17 request.

18 Keep in mind, however, that you're not sworn in
19 before you give your opening statement. You're not under
20 oath or subject to cross-examination by the other parties.
21 In other words, an opening statement by itself cannot
22 substitute for testimony under oath and other admitted
23 evidence. The commissioners cannot base their decision
24 purely on opening statements. You must still present
25 evidence following opening statements for the

1 commissioners consideration.

2 Does that makes sense, Ms. Turner-Davis?

3 MS. TURNER-DAVIS: Yes, it does.

4 THE COURT: Yes. In other words, you can't present
5 your case in your opening statement in place of sworn testimony
6 by you or other witnesses or other evidence you may wish to
7 present today.

8 MS. TURNER-DAVIS: I understand.

9 THE COURT: Okay. As the applicant requesting a
10 change of electrical service supplier, you have the burden of
11 proof. Therefore, you will present your evidence first. You
12 may call witnesses to testify, including yourself, and offer
13 documents or other items to be admitted into evidence. Counsel
14 for the other parties may object to the admission of your
15 documents or your witnesses' testimony. If that occurs, you
16 will be given opportunity to respond to the objections. I will
17 then make a ruling on whether the witness testimony or document
18 will be admitted into evidence.

19 After you are through questioning your witnesses or
20 testifying yourself, the other parties would be allowed to
21 cross-examine you or your witnesses -- and/or your
22 witnesses. In addition to questioning by the other
23 parties, the commissioners and I are allowed to ask
24 questions of all witnesses.

25 MS. TURNER-DAVIS: Okay.

1 THE COURT: Once you have presented your evidence,
2 the other parties will be given the opportunity to present
3 their evidence. They may call witnesses to testify, offer into
4 evidence documents, make their witnesses available for
5 cross-examination. In other words, you will have the
6 opportunity to question the other parties' witnesses.

7 MS. TURNER-DAVIS: I understand.

8 THE COURT: Okay. Are there any preliminary matters
9 that the parties wish to address?

10 MS. TURNER-DAVIS: I'm sorry. Any matters what?

11 THE COURT: That the parties wish to bring up before
12 we continue.

13 MR. IRVING: No, Your Honor.

14 MS. TURNER-DAVIS: I don't.

15 THE COURT: Okay. Thank you.

16 As far as the order of witnesses, we will follow the
17 order filed by the parties in their list and order of
18 witnesses. Ms. Turner-Davis will testify on behalf of
19 herself, followed by Everygy Missouri West's witness Brent
20 Gerling, followed by the Platte-Clay Electric Cooperative
21 witness Jared Wolters, and then finally Brodrick Niemeier
22 for the commission staff.

23 All right. Ms. Turner-Davis, would you like to give
24 an opening statement?

25 MS. TURNER-DAVIS: It's going to be very brief,

1 because this whole thing -- I stand by my -- my original
2 application that I had -- I think the commissioner received on
3 August 7, 2023. It's really -- I'm just -- I mean a small
4 operator. I'm sure you all have read. I can clarify anything
5 if necessary on my application. I have no agenda. There is no
6 dissatisfaction. When I filed it, it simply seemed like a
7 logical request honestly.

8 It didn't -- I -- this has gotten completely beyond
9 me, quite honestly. Because I'm sure you have my only --
10 any kind of evidence that I would present you all would
11 have would be the maps of the area that I had described in
12 my reason for my original application. Otherwise, no. I
13 have nothing; I don't have witnesses, I won't have
14 evidence. To me it was very cut and dry, and I -- I feel
15 kind of bad that I used up so much of your alls time on
16 something that to me was a small -- it wasn't small to me,
17 but in the overall scheme of things, it was a small
18 request perhaps. So I -- I really -- people can ask me
19 anything they want. I won't have anything else I need to
20 say.

21 THE COURT: All right. Thank you, Ms. Turner-Davis.
22 Do the commissioners have any questions for Ms. Turner-Davis?

23 MR. RUPP: Good morning, Ms. Davis. My name is --

24 MS. TURNER-DAVIS: Good morning.

25 MR. RUPP: My name is Scott. I'm a commissioner

1 here.

2 MS. TURNER-DAVIS: Yes, Scott.

3 MR. RUPP: What is your belief on your cost to -- if
4 this were to be granted, that you would have to pay to have
5 the -- the change switched? What is -- what is your belief of
6 that?

7 MS. TURNER-DAVIS: I know there will be an expense
8 involved. I have no idea because I haven't talked to -- if it
9 were changed, it would be Platte-Clay and without something
10 concrete to give them, I have no idea. Do you have an idea?

11 MR. RUPP: Well, I just -- I wanted to see what your
12 belief was heading into this. I'm sure we'll hear some
13 information today, but I just didn't know where -- what your
14 level of belief was on -- on if there was a cost to be incurred
15 to you to make this switch or for adding that or if you had any
16 idea or had been told or given estimates of what that might be.
17 But you're --

18 MS. TURNER-DAVIS: No. Because I --

19 MR. RUPP: -- have not.

20 MS. TURNER-DAVIS: I've not asked, no. Because I've
21 not asked any questions not knowing whether this was going to
22 happen. I realize there will be an expense, and that's not an
23 issue unless it's exorbitant.

24 MR. RUPP: Okay. Great. Thank you very much. I
25 appreciate your response.

1 THE COURT: All right. Do the other commissioners
2 have any questions?

3 MR. RUPP: No questions, Judge. Thank you.

4 THE COURT: All right. All right. Mr. Steiner,
5 would you like to give an opening statement on behalf of Evergy
6 Missouri West?

7 MR. STEINER: Just very brief. May I please the
8 commission?

9 I'm Roger Steiner. I represent Evergy Missouri West.
10 The company believes the commission should deny the
11 request for change of supplier. The applicant doesn't
12 allege any serve issues, it's a request for convenience
13 only. She owns another property -- a rental property that
14 is served by the Co-op and that property is not leased.
15 She has an inconvenience of paying two electric bills and
16 the company doesn't believe that this inconvenience is
17 sufficient grounds for denying Evergy its statutory right
18 under the statute to continue serving the customer in
19 service territory where no allegation of service issues
20 have been made. Thank you.

21 THE COURT: All right. Do any of the commissioners
22 have questions for Mr. Steiner?

23 MR. HOLSMAN: I've got a question real quick.

24 THE COURT: Go ahead.

25 MR. HOLSMAN: This is commissioner Holsman. When we

1 were looking at this the first time it appeared that Evergy is
2 opposed to losing the customer, but would Evergy be willing to
3 receive the customer if it proved out that the cost wasn't
4 exorbitant for them to switch?

5 MR. STEINER: Yes, Your Honor. We could serve the
6 customer. I believe her line extension policy would cover
7 that. I -- I don't have an estimate of what that would be.
8 I -- I don't believe our witness -- well, you can ask him. I
9 don't think he has a complete estimate either. But yes, we'd
10 be willing to, but again we don't -- the way the statutes
11 are -- are set up, once a provider either the Co-op or -- or
12 the utility -- serving a customer, it has a right to continue
13 to serve except under certain -- you know, specific conditions
14 like -- you know, territorial agreement or you know,
15 allegations that safe and adequate service is not being
16 provided. Then that -- then they -- then the current supplier
17 can be ordered to lose the customer as ordered. And that --
18 that's not even alleged under this case. So we just don't
19 think a convenience reason is a reason to switch customers.

20 MR. HOLSMAN: Okay. Thank you very much. Thank you,
21 Judge.

22 MS. TURNER-DAVIS: May I ask a question?

23 THE COURT: Yes.

24 MS. TURNER-DAVIS: Well, and I -- like I said, I --
25 all along, there's nothing that's been -- I've been very

1 forthcoming there's no dissatisfaction, but I am -- I'm going
2 to say, I'm a little disappointed in the wording of the
3 convenience issue. I'm a longstanding customer and I'm a
4 customer at the other location and Evergy which no plans have
5 changed. Doesn't my convenience as their public entity --
6 don't they care if it's inconvenient to me? No, it's not life
7 changing or anything else, but it is inconvenient.

8 THE COURT: Ms. Turner-Davis, I want to interrupt you
9 there and ask you to save that for your testimony, and Mr. --

10 MS. TURNER-DAVIS: Okay.

11 THE COURT: Mr. Steiner will have the opportunity to
12 cross-examine you when you do testify.

13 **THE WITNESS: Okay, fine.**

14 THE COURT: Okay. If there are no other questions
15 from the commissioners, Ms. McCord would you like to make an
16 opening statement on behalf of the Electric Co-op?

17 MS. MCCORD: Yes, Your Honor, just a brief one.
18 Platte-Clay is always glad to accept new members such as
19 Ms. Turner-Davis. However, in this case we are in agreement
20 with Evergy on what the law is regarding that. And we
21 understand that the commission has a public-service interest
22 determination to make, and so with that, that's all I have for
23 now.

24 THE COURT: Thank you. Do the commissioners have any
25 questions? All right. Hearing none, Mr. Irving, would you

1 like to make an opening statement on behalf of the staff of the
2 commission?

3 MR. IRVING: Yes, Your Honor.

4 THE COURT: Thank you. Ms. Turner-Davis, could I
5 have you go ahead and mute?

6 MR. IRVING: May it please the commission?

7 We come to you today to discuss Ms. Turner-Davis'
8 application for change of supplier of electrical supplier.
9 Section 393.106.2 establishes that once an electrical
10 corporation lawfully commences supplying retail of
11 electric energy to a structure through permanent service
12 facilities, said corporation shall have the right to keep
13 serving such structure and other suppliers of electrical
14 shall not have right. The section goes on to state that
15 the commission may order a change of suppliers on the
16 basis that it is the public interest for reason other than
17 a rate differential. Customers are not able to change
18 their electric suppliers to find the lowest rates, but the
19 commission can order a change for other reasons.

20 In case number EO-2017-0277, the Brandon Jessip
21 change of electric supplier case, this commission
22 established ten factors that are in the public interest
23 for a change of supplier. These factors include whether
24 the customer's needs cannot adequately be met by the
25 present supplier with respect to either the amount or

1 quality of power; and then there are health or safety
2 issues regarding the amount or quality of power; what
3 alternatives a customer has considered including
4 alternatives with the present supplier; whether the
5 customer's equipment has been damaged or destroyed as a
6 result of a problem with the -- with the electric supply;
7 the effect the loss of the customer would have on the
8 present supplier; whether the change -- change of supplier
9 would result in a duplication of facilities; the overall
10 burden on the customer caused by the inadequate service;
11 what efforts have been made by the present supplier to
12 solve or mitigate the problem, the impact the commission's
13 decision may have on economic development on an individual
14 or cumulative basis; and finally the effect -- the
15 granting of authority for a change of supplier's might
16 have on any territorial agreements between the two
17 suppliers in question.

18 In this case of Ms. Turner-Davis' application, she
19 indicated that she was dissatisfied with the service
20 Evergy is currently providing. Ms. Turner-Davis has two
21 premises on the same property and understandably she wants
22 to pay one utility just to make it a little bit more
23 convenient. However, the desire to pay one bill is not
24 included in the factors that the -- this commission has
25 established in the Brandon Jessip case and is not in the

1 public interest. Staff witness Brodrick Niemeier is
2 available for cross-examination and to answer questions
3 the commission may have.

4 Thank you for your time, and I'm available to answer
5 your questions at this point.

6 THE COURT: Are there any other questions from the
7 commissioners? All right. Thank you, Mr. Irving.

8 MR. IRVING: Thank you.

9 THE COURT: All right. Ms. Turner-Davis.

10 MS. TURNER-DAVIS: Yes.

11 THE COURT: All right. You are scheduled as the
12 first witness to testify. So are you ready to testify?

13 MS. TURNER-DAVIS: I am.

14 THE COURT: All right. I know I can't see you, but
15 generally I ask witnesses to raise their right hand, and I'll
16 place you under oath.

17 [Witness sworn in.]

18 [Direct examination.]

19 Q. Could you state and spell your name for the record?

20 A. **Judith Turner-Davis J-U-D-I-T-H, Turner T-U-R-N-E-R,**
21 **hyphen, Davis D-A-V-I-S.**

22 Q. And are you the same Judith Turner-Davis who filed an
23 application for change of electric service provider on
24 August 7, 2023? Actually it was filed August 7th, I believe
25 you signed it August 2nd. But anyway, that application that is

1 the subject of this evidentiary hearing. Is that correct?

2 **A. That is correct.**

3 Q. All right. And that application that is a total of,
4 I believe three 3 pages long. Would you like that to be
5 admitted as an exhibit on your behalf?

6 **A. Yes, please.**

7 Q. All right. Then I will mark that as Exhibit 1 and
8 ask the parties, are there any objections to Exhibit 1 being
9 admitted into evidence?

10 MR. IRVING: No, Your Honor.

11 MS. MCCORD: No, Your Honor.

12 THE COURT: Then --

13 MR. STEINER: No -- no, Your Honor. I can't remember
14 if it was marked confidential or not. It's up to the applicant
15 if it's public.

16 MS. TURNER-DAVIS: It was not marked confidential.

17 MR. STEINER: Okay.

18 THE COURT: Okay. All right. And that was
19 Mr. Steiner saying that. All right. Then Exhibit 1 will be
20 admitted into evidence.

21 [Exhibit No. 1 admitted into evidence.]

22 BY THE COURT:

23 Q. Now Ms. Turner-Davis, in addition to the information
24 that's in that application, I'd like you to go ahead and
25 testify as to any further information you'd like for the

1 commissioners to consider given that you have the burden of
2 proof to support your case.

3 A. Well, this is really strange to me. And I'll tell
4 you when I did this -- and talk about a babe in the woods. I
5 had no idea what this was going to entail. I thought it was a
6 simple logical request to change the energy from Evergy to
7 Platte-Clay because the rest of the property was surround --
8 it's surrounded by Platte-Clay basically. It just seem -- it
9 seemed like it would be easier for everyone. It seemed like it
10 would be easier for me. This has been eye-opening. I know it
11 was mentioned earlier that in the public interest I find it
12 hard to imagine my private property that's a small -- just a
13 blip on anybody, on Evergy, on Platte-Clay. When public
14 interest was mentioned, to me that's very unusual. I'm kind
15 of -- it -- it's not that I'm put out by it, it's just I had no
16 clue. I -- I -- quite honestly this has been a huge education
17 for me because it just seemed logical. I wasn't trying to
18 complain about Evergy. I'm not happy with some of Evergy's new
19 policies honestly, but that's not -- that was not anywhere in
20 my -- I'm -- you are getting the truth, and I didn't do it on
21 any kind of agenda. This was strictly something for my
22 personal -- it would make everything easier. It would make it
23 easier for my family in the future. It's a five generational
24 century farm, and I'm not getting any younger and I was trying
25 to make it simpler for my daughter when it's her turn to take

1 care of it.

2 And I'm rambling -- I'm rambling. I'm just so
3 shocked. I -- I truly am shocked that this has turned into --
4 I feel like I'm wasting everyone's time. Had I known that this
5 was going to be the procedure for an 80-acre property, I
6 probably would've never done it, but I've done it and I'll see
7 it through at this point.

8 I don't -- I don't know. I feel like the one
9 thing -- I think I -- maybe I had the wrong idea about the
10 commission because I thought that the commission would be more
11 on the side of an individual or -- you know, I'm not a -- I
12 don't have a big property or anything that's going to break
13 Everyg if they don't have me, and I think I thought the
14 commission would be more on the side of the -- not necessarily
15 the little guy, but the individuals that have an issue and
16 maybe that's been the most eye-opening thing for me. So I
17 don't mean to seem rude and I don't mean to seem the least
18 bit -- I'm not angry, I'm frustrated. That's the best way for
19 me to put it so you all do what you need to do from here on and
20 I'm here to answer any questions.

21 THE COURT: All right. Thank you, Ms. Turner-Davis.
22 Before I give the other parties the opportunity to
23 cross-examine you and ask you questions, in your application
24 you referred to the house on Lober Road (spelled phonetically)
25 as the main house and the house that is currently -- and that

1 is currently served by Evergy Missouri West, and the house --
2 the rental house a half-mile to the south is served by
3 Platte-Clay Electrical Cooperative. So if we refer to the main
4 house being the Lober Road house and the rental house, is that
5 okay? Is that something you'll know what we're talking about?

6 **THE WITNESS: Yes. They're both on Lober Road. You**
7 **can see one. They're maybe a quarter apart, but yes. I**
8 **understand what you're saying. The main house is where I grew**
9 **up.**

10 THE COURT: Okay. Then, Mr. Steiner, do you have any
11 questions for Ms. Turner-Davis for Evergy Missouri West?

12 MR. STEINER: I don't have any questions, Your Honor.

13 THE COURT: All right. Ms. McCord, any on behalf of
14 Electrical Co-op?

15 MS. MCCORD: No questions, Your Honor.

16 THE COURT: All right. Do any of the commissioners
17 have questions?

18 MR. HOLSMAN: Judge, I do have a question,
19 Commissioner Holsman.

20 THE COURT: All right.

21 [CROSS-EXAMINATION.]

22 BY MR. HOLSMAN:

23 Q. Thank you for being here today. I understand your
24 frustration and can appreciate your position that -- that
25 something that seems to be so simple shouldn't have caused a

1 big hubbub like this, but the statutes reads the way it reads
2 and this is something that we're working through as a
3 commission for your complaints. So I don't want you to think
4 that anything has been predetermined, but we are gathering
5 information to try to make a decision regarding your case.
6 Does that make sense?

7 **A. You're asking me, yes. I feel like I'm not getting**
8 **support. But that's -- I'm not aware.**

9 Q. Let me ask you a couple questions. Okay.

10 **A. Sure.**

11 Q. When you -- when you started this out, did you have
12 any financial consideration? Did you do any analysis if there
13 was going to be a cost savings to you to make the switch or if
14 the rates were going to change if you made the switch? Did you
15 do any preliminary study of the issue before you made the
16 request?

17 **A. I did not because I -- again, I truly don't think**
18 **it'll be that much difference, that was not anywhere near my**
19 **reasoning. We are financially able to do what needs to be done**
20 **if Platte-Clay were awarded this. But no, I did not because I**
21 **didn't see the point before I knew what the decision was going**
22 **to be and quite frankly I figured that between the two**
23 **companies, there's not going to be that much difference.**

24 **We also have a place that is -- that is -- that is**
25 **Sac Osage down by Warsaw. So it's not like I'm not aware of**

1 what other companies charge. Because we have -- like I said,
2 Sac Osage, we have our Evergy here, and then -- because we have
3 several properties. So no, no. I gave a long answer for a
4 short question and I apologize for that, but no. I did not do
5 any studies.

6 Q. That's okay. When we talk about public interest --
7 you know, we're talking about ways the cost benefits you as an
8 individual, even though this is your private property, with the
9 rest of the rate-payers. The rest of the rate-payers have a
10 responsibility and a participation in the energy system as a --
11 as a macro-unit at -- at large. And so if this change were to
12 be made, one of the questions we're going to ask the company is
13 what impact would be had on the rest of the rate-payers. Are
14 the rest of the rate-payers going to have any discernable
15 difference at -- in their rates because of the change to you.
16 And that answer may be yes, and it may be no. We won't know
17 until we get that answer.

18 But I don't want you to think that you are not a part
19 of the public interest because we're here to hear your case
20 because we do have interest in you as a rate payer. We just
21 have other rate-payers as well that we're trying to make sure
22 are held harmless if this change were to go through for you.
23 Does that make sense?

24 A. Absolutely. But we're talking about a property that
25 there's a house and there is electric to a barn. I can't

1 imagine the amount it could -- and I don't know because I'm not
2 having to pay it at the moment because I have people in there.
3 But I can't imagine my one little property is going to -- would
4 change the rate structure in any way for any other rate-payers.
5 It doesn't -- that doesn't compute to me.

6 Q. And part of -- part of this is also what cost would
7 be associated with this change in terms of physically -- the
8 physical assets are going to be required to make this change.
9 And the -- and the chairman asked you earlier, are you aware
10 that those changes may be at your expense and you said that
11 wasn't a problem as long as it wasn't exorbitant. Now we don't
12 know what that change expense would be at this point, so we
13 don't know what exorbitant to you would mean. If it was -- if
14 it was thousands of dollars, then the convenience may not be
15 worth it -- you know, the expense. If it's hundreds of
16 dollars, then maybe it is. And we don't know the answer until
17 we get the answer on what the expense would be to make that
18 change. So you know, that part of it is still an unknown and
19 we're trying to get the answers too.

20 A. I understand that. And as far as I went -- you asked
21 if I did. I do know there are two of the Platte -- one of the
22 Platte-Clay houses is our personal house -- or our rental
23 house, which like I said it's a quarter-mile away. The other
24 is our neighbor's house which is less than that. It's almost a
25 stones throw and they're Platte-Clay. My assumption and I had

1 known absolutely nothing about it, and this may sound really
2 dumb to you all, (inaudible) tucked in from one of the two
3 places.

4 Now I could be wrong. I don't think it's going to be
5 tens of thousands of dollars or you wouldn't have even gotten
6 this application from me. I have no doubt it will be a fair
7 sum and I -- that's why I didn't educate myself on it, because
8 I thought if it isn't allowed and you won't make the change for
9 me, then it's -- it's kind of a no point because I don't need
10 to know quite honestly.

11 Q. Well, the last -- the last thing I will say to you is
12 that I want you to understand that we are here for you because
13 you are a public interest. And that -- that kind of -- that
14 struck a chord with me when you were asking you know what's in
15 the public interest because it needs to be the right decision.
16 But we are listening to you and hearing what you're saying just
17 as much as we are the companies and I want you to understand
18 that.

19 A. I respect that. I -- I -- you know, I'll tell you
20 the way it was -- I'm not sure who did it. When you talk about
21 the public interest, it offended me to some degree because,
22 yes, I am. I am one of the many that you would classify in the
23 public interest and I feel you've been respectful and the time
24 you've taken for this, but I don't feel that my requests make
25 that much difference to anybody but me quite honestly. And

1 **that's --**

2 Q. -- my question. I promise you that we will make a
3 decision that is based on the evidence that backs it and that's
4 the best we can do for you. I promise we are listening to what
5 you have to say.

6 **A. I appreciate that.**

7 MR. HOLSMAN: Thank you, Judge. That's all the
8 questions I have.

9 THE COURT: Thank you. Commissioner Hahn, you have
10 questions.

11 MS. HAHN: Thank you, Judge.

12 BY MS. HAHN:

13 Q. Just one brief question. You mentioned your property
14 is a century farm. Is it a Missouri Century Farm sanctioned by
15 University of Missouri Extension?

16 **A. I have no idea. Yes, yes, it is. Because when I got**
17 **-- I take that back. When I got the information and I got**
18 **assigned that -- that statement the Missouri Century Farm, all**
19 **the -- everything I got came from Extension. Yes, it did.**

20 Q. Thank you, appreciate it.

21 **A. Yes.**

22 THE COURT: Thank you, commissioner. Are there any
23 other questions from the commissioners? Hearing none.

24 Ms. Turner-Davis, I have a couple of questions.

25 MS. TURNER-DAVIS: Okay.

1 BY THE COURT:

2 Q. You kind of touched on it earlier, but you're
3 requesting that both properties be served by Platte-Clay
4 Electrical Cooperative. Why -- why are you requesting that the
5 Co-op serve both properties versus Evergy serving both
6 properties?

7 A. It's logical. It's logical because everything
8 surrounding the property -- my property is Platte-Clay. And it
9 just makes -- it seems to me to make sense. Maybe I'm foolish
10 to think that that would seem logical to anybody but me, but I
11 think if you look at the maps of what Platte-Clay serves. Now
12 there's one neighbor that's a little farther away I believe
13 that's Evergy. But to my knowledge, that's the only one,
14 everything else is Platte-Clay.

15 It just seems like waiting for an outage. And -- and
16 there's been outages and Evergy has taken care of it. I'm
17 not -- that's never been my basis for any of this. If I had
18 some thing I'm not crazy about with perhaps Evergy, that's not
19 the point. We have Evergy at our own place and it's been fine.
20 It's been better than it has been in the past. But back to
21 your question, it's -- it's the convenience. The -- it just
22 seemed logical. Quite honestly that's the best word I can use,
23 because if you look at the map of the -- the service areas, our
24 property is pretty much surrounded by Platte-Clay customers so.

25 Q. Okay. And you've touched on it, but you understand

1 that there may be some cost to make that change -- some cost to
2 you to make that change.

3 A. Yes. I'm aware of it.

4 Q. And I believe -- I believe you testified that you
5 don't know what that cost is.

6 A. No, I don't. I have to believe that it's -- I know
7 it's going to be a cost. And we're willing to absorb that and
8 I can't imagine with how close a few of the Platte-Clay -- I
9 mean we're talking really close with the rental house or the
10 house that we share a property line with is Platte-Clay. Yes.
11 It will be a cost and we're willing to pay that unless it's
12 some -- I can't imagine it's going to be -- we're not asking
13 for Platte-Clay to come five miles to service this. If we
14 were, we wouldn't have done this at all. It's the fact that
15 we're surrounded by Platte-Clay at that property. You know,
16 we're aware that there's going to be a cost, of course there is
17 a new line, transformer, whatever.

18 Q. Thank you. And I know -- I know you indicated that
19 as long as the cost was not exorbitant that you're willing to
20 pay that. But is there a particular dollar amount that is kind
21 of your cut off point?

22 A. I would have no idea. I mean that's -- you all are
23 in the business, I'm not. If you give me a dollar amount, I
24 would be more than likely to tell you. I have no idea. We are
25 capable of paying a reasonable amount and we know it's not

1 going to be \$100. We know -- we know it's going to be more
2 expensive than that, but I can't even begin to tell you because
3 I don't have any -- I don't know how -- how would you bill it?
4 I don't know if you bill by the foot, by the mile, by the --
5 you know. Does that make sense to you? This is out of my
6 wheelhouse.

7 Q. We may have witnesses testify here today that will
8 shed some light on those costs.

9 A. Okay.

10 THE COURT: All right. Are there -- do any of the
11 parties wish to recross the witness following the
12 commissioners' questions and my questions.

13 MR. IRVING: Yes, Your Honor.

14 MR. STEINER: Your Honor, I have a question.

15 THE COURT: All right. Go ahead, Mr. Steiner.

16 [Questioning.]

17 BY MR. STEINER:

18 Q. You mentioned that the rental property was currently
19 leased to a tenant. Is that correct?

20 A. That's correct.

21 Q. And how long has it been leased for?

22 A. I think this particular tenant has been in there five
23 years maybe.

24 Q. Okay.

25 A. It's -- it's -- it's rented -- it's a location out in

1 the country. And you all probably know that people like the
2 little places out in the country and it very seldom stays empty
3 for long except for when we want to do work in between the
4 renters.

5 Q. Right. And so while it's rented then the tenant pays
6 the electric bill to Platte-Clay. Is that correct?

7 A. Correct. And then when a tenant moves out, then I
8 notify to Platte-Clay too. And they've got all my information
9 and I pay it until there is a new tenant.

10 MR. STEINER: Got it. That's all the questions I
11 had, Your Honor.

12 THE COURT: All right. Thank you. Mr. Irving.

13 MR. IRVING: Thank you, Your Honor.

14 BY MR. IRVING:

15 Q. You indicated earlier that the two premises were
16 approximately a quarter of a mile away. But in your
17 application you indicated that it was actually half of a mile
18 away. I just wanted to -- I just want you to clarify the
19 distance for those two premises.

20 A. I'm shocked that I would have said -- because it's --
21 I said a half-mile in my -- I've got the original here that
22 it's a quarter-mile. It's not -- both of them are -- the
23 neighbor that we share a property line with is probably -- it's
24 not even a quarter-mile probably. The rental house that is
25 visible from the main house is no more than a quarter-mile. If

1 I put a half-mile, then that's my error because it's not that
2 far. In anything I tell you all anyway, I know you all surely
3 have maps of your service areas that would show how close they
4 are. I'm not -- I'm not going to try to change any distances
5 for you all. I'm -- I'm completely honest about it and a
6 quarter-mile on one and a less than a quarter-mile on the
7 neighbors house so that's the best I can tell you.

8 MR. IRVING: I don't have any other questions.

9 THE COURT: All right. Thank you. All right.

10 Ms. Turner-Davis, then that would be all the questioning at
11 this time. Thank you for your testimony. And we are ready for
12 Every Missouri West's witness Mr. Gerling.

13 MR. STEINER: Every calls Brent Gerling.

14 THE COURT: All right. Thank you, Mr. Steiner.

15 Mr. Gerling, can you hear me?

16 **THE WITNESS: Yes, I can.**

17 THE COURT: All right. Thank you. Would you raise
18 your right hand, please?

19 [Witness sworn in.]

20 [Direct examination.]

21 BY MR. STEINER:

22 Q. Please state your name and business address.

23 A. My name is Brent Gerling, address is -- well, my work
24 address 83 5 North Platte Purchase Drive, KCMO 64118.

25 Q. Where are you employed and what do you do there?

1 **A. I work at Evergy, an engineering and design**
2 **supervisor for Evergy Northland.**

3 Q. Just briefly what is your educational background and
4 are you a licensed engineer in Missouri?

5 **A. Bachelor's degree and I'm a licensed professional**
6 **engineer.**

7 Q. Have you read the application for change of supplier
8 in this case?

9 **A. Yes.**

10 Q. To your knowledge when did the company begin
11 providing service to applicant?

12 **A. It would show March 31, 1987.**

13 Q. Can you tell me if the company has recently completed
14 a project to improve service to the area where the applicant
15 lives?

16 **A. We have completed a number of projects and are**
17 **continuing to complete projects to improve the assets of**
18 **Evergy's assets in that area, yes.**

19 Q. And what are some of those examples?

20 **A. Through our program -- pole replacement program and**
21 **our lateral improvement programs we go out and assess the**
22 **facilities in the field and determine those that are in need of**
23 **updating or replacement, and then we trade work requests to get**
24 **those facilities changed out or updates as needed.**

25 MR. STEINER: Your Honor, that's all the direct

1 examination I have. I would tender this witness for
2 cross-examination.

3 THE COURT: All right. Thank you. Ms. Turner-Davis,
4 do you have any questions for this witness?

5 **THE WITNESS: No. No, I don't.**

6 THE COURT: All right. Thank you. Ms. McCord, do
7 you have any questions for the witness?

8 MS. MCCORD: No, Your Honor.

9 THE COURT: All right. And Mr. Irving, for staff.

10 MR. IRVING: No, Your Honor.

11 THE COURT: Thank you. Do the commissioners have any
12 questions for the witness?

13 MR. HOLSMAN: Judge, I have a question, Commissioner
14 Holsman.

15 THE COURT: Go ahead, commissioner.

16 MR. HOLSMAN: Thanks, Judge.

17 [CROSS-EXAMINATION.]

18 BY MR. HOLSMAN:

19 Q. Are you aware of any additional burdens that would be
20 placed on the existing rate-payers of Evergy's territory if
21 this change were made?

22 **A. I am not aware of any burdens. I -- I'm not sure how
23 to respond to the question.**

24 Q. Do you have -- if -- if Evergy were to take both of
25 these -- both of these meters in service territory, are you

1 aware of any cost that would be associated with consolidating
2 both meters into the Evergy territory as opposed to the Co-op
3 territory?

4 A. I think you're asking can we serve the other
5 property, yes. We could serve the other property with our
6 line -- residential line extension program. I don't have any
7 direct costs associated with that available.

8 Q. Do you have any basis for -- you know, a proximity if
9 it's a quarter-mile. How -- you know, is it done by the foot?
10 How -- how is -- how is the cost arrived at for a switch?

11 A. A residential line extension policy is defined --
12 and -- and I don't have it exactly in front of me, but we do
13 allow up to a quarter-mile of facility extension with no charge
14 for permanent residential customers. So if that were the case
15 depending the footage or the exact measurement or where the
16 service would end up -- if it were a quarter-mile or less, then
17 it would be no cost to the customer.

18 MR. HOLSMAN: Okay. Judge, that's all the questions
19 I have at this moment. Thank you.

20 THE COURT: All right. Thank you, Commissioner
21 Holsman. Commissioner Kolkmeier.

22 MR. KOLKMEYER: Thank you, Judge.

23 [CROSS-EXAMINATION.]

24 BY MR. KOLKMEYER:

25 Q. Thank you, Mr. Gerling, for your testimony this

1 morning. You said this property was served in 1987. That is
2 probably the current customer. Do you have information of when
3 Evergy or Missouri Public Service Company or whoever started
4 the service at this address?

5 **A. I -- I am not aware of the exact service date from**
6 **our records, just the 1987 date.**

7 Q. Okay. Thank you.

8 MR. KOLKMEYER: Thank you, Judge.

9 THE COURT: Are there any other questions from the
10 commissioners? All right. Thank you.

11 [CROSS-EXAMINATION.]

12 BY THE COURT:

13 Q. Mr. Gerling, I know you mentioned that if the
14 extension were less than a quarter-mile, then it would be at no
15 charge to the customer if you were to extend your service to
16 what we call the main house currently being served -- I'm
17 sorry, to the rental house currently being served by the
18 Electric Co-op. But if it were more than that -- if it were a
19 farther distance than that, is there a general policy as to the
20 portion of that cost that the customer would be responsible
21 for?

22 **A. Yes. But the -- our current language for**
23 **quarter-mile role as it's quoted as of the first eighth and**
24 **last eight of the line extension policy would be by a**
25 **residential permanent service. A new residential permanent**

1 **service, it's our understanding that any middle piece of feet**
2 **of -- of that line extension would be at cost to the customer.**

3 Q. And assuming that there is a -- that there would be a
4 cost to the customer, is there any mechanism by which she would
5 be credited back for any of that amount over time?

6 **A. Not to my knowledge. I don't believe so. I think**
7 **that's an up-front cost for permanent service extension.**

8 Q. And maybe you haven't looked into this, but if Everygy
9 ceased to serve the property they're currently serving, how
10 much utility plant would be effectively taken out of service?

11 **A. We would have to look at that further. I've not**
12 **looked at those numbers.**

13 THE COURT: Okay. All right. Do any of the parties
14 have any follow-up questions after the commissioners questions
15 and my questions?

16 MR. IRVING: Yes, Your Honor.

17 MS. MCCORD: Your Honor.

18 THE COURT: All right. Mr. Irving, on behalf of the
19 staff, go ahead.

20 MR. IRVING: Yes.

21 [CROSS-EXAMINATION.]

22 BY MR. IRVING:

23 Q. Mr. Gerling, are you aware of the distance between
24 the two properties as -- do you know whether it's -- whether
25 it's a half-mile or a quarter of a mile?

1 A. I'm not exact -- I'm not aware of the exact distance
2 between. There was a discussion of a quarter-mile by Ms.
3 Davis. Looking at a Google map we could -- or some form of
4 mapping tool to get to a line measurement. But the distance
5 for us, the electric service provider, would be the distance of
6 the facility build, where the service would be requested on the
7 property.

8 Q. Okay. Thank you.

9 MR. IRVING: Staff doesn't have any other questions
10 at this point.

11 THE COURT: Thank you. Do any of the other parties
12 have follow-up questions? All right. Hearing none, Mr.
13 Steiner, do you have any redirect?

14 MR. STEINER: I do not, Your Honor, and I would ask
15 that Mr. Gerling be excused. He has some other commitments he
16 needs to make today. With the commission's permission I'd ask
17 that he be excused.

18 THE COURT: All right. Before I do that, Mr.
19 Steiner, can I ask you, are there any exhibits that you wish to
20 offer into evidence?

21 MR. STEINER: No exhibits, Your Honor.

22 THE COURT: All right. Then if there are no
23 objections to excusing Mr. Gerling, then I will excuse Mr.
24 Gerling. I appreciate your testimony. Thank you.

25 **THE WITNESS: Thank you.**

1 MR. STEINER: Your Honor, would it -- in between
2 while we're doing new witnesses, I need -- I'm running out of
3 power, so I need to go plug in and I'll just -- I don't think
4 we need to take a break. I just -- if I'm gone for a sec,
5 that's -- that's the explanation.

6 THE COURT: All right. Then the next scheduled
7 witness is Mr. Wolters on behalf of the Platte-Clay Electrical
8 Cooperative.

9 MS. MCCORD: Platte-Clay calls Mr. Wolters.

10 THE COURT: No. That's not the way I took it.

11 All right. Mr. Wolters, are you there?

12 **THE WITNESS: Yes.**

13 THE COURT: All right. Would you raise your right
14 hand, please?

15 [Witness sworn in.]

16 THE COURT: All right. Thank you. And Ms. McCord,
17 go ahead with your questions.

18 [Direct examination.]

19 BY MS. MCCORD:

20 Q. Mr. Wolters, can you give your full-name and your
21 business address for the record, please?

22 **A. Jared Joseph Wolters W-O-L-T-E-R-S. Business of**
23 **address 1000 West 92 Highway, Kearney, Missouri.**

24 Q. And is that address associated with Electrical
25 Cooperative?

1 **A. That's correct.**

2 Q. Can you describe what you do for Platte-Clay?

3 **A. I'm an engineering manager.**

4 Q. And can you give us just a brief overview of your
5 educational background?

6 **A. Bachelor's Degree in Electrical Engineering.**

7 Q. And how long have you been in that position with
8 Platte-Clay?

9 **A. Twenty five years.**

10 Q. Are you familiar with the application in this case?

11 **A. I am.**

12 Q. Does Platte-Clay have the ability to serve the
13 address that's requested by the applicant if the public service
14 commission orders as far as capacity and things like that?

15 **A. We do.**

16 Q. Okay. What would that entail? I know there's some
17 construction that would be required. Can you give an overview
18 of what that would entail?

19 **A. Yeah. It would require a line extension either from
20 the north or south depending on which direction obtaining
21 easements and whether service was requested to be underground
22 or overhead.**

23 Q. And do you have an estimate of how many feet would be
24 required to build to that location? And if not, I understand
25 you haven't done staking fee. So if not, it's fine.

1 **A. No. Again, it would depend on which direction we**
2 **would come from.**

3 Q. Okay. You've got a line extension policy in place.
4 Can you describe what -- what that would require the applicant
5 to pay for?

6 **A. Yeah. We do have a line extension policy and it's**
7 **based on footage. So depending again whether it's overhead or**
8 **underground, there's different costs and the cost varies on**
9 **different distances.**

10 Q. Is there any portion of an extension like this that
11 is paid for by Platte-Clay or not passed onto a new member?

12 **A. There -- there is no portion that is completely free,**
13 **but all the cost is -- some of the cost is only shared by the**
14 **rest of the membership.**

15 Q. And are there any -- you mentioned easements. I
16 guess describe any concerns you have about any easements to
17 service location.

18 **A. Not necessarily any concerns.**

19 Q. It's just that it would be required.

20 **A. Correct.**

21 Q. Okay. And we were not using public right of way I
22 assume in this location.

23 **A. We would prefer to -- like if we were bringing it up**
24 **on the Davis' property, we would request them to provide us**
25 **with the easement.**

1 MS. MCCORD: Okay. Those are all the questions I
2 have for this witness, Your Honor.

3 THE COURT: All right. Thank you. Ms. Turner-Davis,
4 do you have any questions for the witness?

5 MS. TURNER-DAVIS: No. I can't -- no. I think he
6 pretty much knows where we're talking about. Because on one of
7 them it would be us giving the easement anyway. I don't have
8 any, no.

9 THE COURT: All right. Thank you. Mr. Steiner, any
10 on behalf of Evergy?

11 MR. STEINER: No questions.

12 THE COURT: Mr. Irving.

13 MR. IRVING: No questions.

14 THE COURT: Are there any questions from the
15 commissioners?

16 MR. HOLSMAN: Yeah, judge, I have a question,
17 Commissioner Holsman.

18 THE COURT: Go ahead.

19 MR. HOLSMAN: Thank you.

20 [CROSS-EXAMINATION.]

21 BY MR. HOLSMAN:

22 Q. Would there be any burden to your members if the
23 secondary house was added to Evergy's territory and you were to
24 lose that out of the customer?

25 A. Well, obviously it would -- there would be the burden

1 of we'd have some stranded assets involved.

2 Q. Do you have any idea how much we're talking about?

3 A. No.

4 Q. Do you have any estimate? We heard from Evergy that
5 a quarter-mile is -- is included in this change. You said that
6 there's no part that's free and the members will subsidize some
7 of those changes. Do you have any idea just from a general
8 perspective how much? Because no one has given us any clue as
9 to what it would cost to -- let's say it's overhead line for a
10 quarter-mile. Any idea what we're talking about or could you
11 just give us a ballpark?

12 A. As far as how much --

13 Q. Just the cost, yeah. The cost to deliver the service
14 --

15 A. -- for Ms. Davis?

16 Q. Well, I mean if you have Ms. Davis' particulars, then
17 yes. But as far as the guess goes just to give us an idea of
18 what we're talking about I will take a generality.

19 A. Correct. I just wanted to confirm you were
20 requesting to know how much it is for Ms. Davis to pay versus
21 how much the membership would be absorbing.

22 Q. Yeah, correct.

23 A. Which one?

24 Q. Both, both. Just give me an idea of how much it
25 would cost, period. And then we could get in the splits of it.

1 **A. Well, I mean a mile of line is upwards of 60,000.**

2 Q. Okay. So what percentage -- so a quarter-mile of
3 that 60,000 would be -- you know, what 15,000 would be a
4 quarter-mile?

5 **A. Okay, yeah.**

6 Q. And then what percentage of that would be on the
7 customer versus the membership?

8 **A. Roughly you're probably looking at a quarter-mile
9 depending on whether there's any tree clearing involved you
10 might be looking at 4,000 for the --**

11 Q. Thank you. That gives us at least -- at least some
12 ballpark at what we're -- what we're looking at so I appreciate
13 that answer.

14 MR. HOLSMAN: Judge, that's all the questions I have.
15 Thank you.

16 THE COURT: Thank you, commissioner.

17 [CROSS-EXAMINATION.]

18 BY THE COURT:

19 Q. Mr. Gerling -- I'm sorry. Mr. Wolters, can I ask you
20 first of all, you mentioned a rough cost of 60,000 -- 6, 0 for
21 one --

22 **A. Correct.**

23 Q. -- for one mile of line?

24 **A. Correct.**

25 Q. Okay. And then when you broke it down as to a

1 quarter-mile, you mentioned \$4,000. That is a rough estimate
2 as to the cost of the customer.

3 **A. Yeah. Yeah, to Ms. Davis.**

4 Q. Okay. And then the members would be responsible for
5 the remaining 11,000?

6 **A. Well, the membership as a whole would be sharing in
7 the balance of that cost, correct.**

8 THE COURT: Okay. Do any other commissioners have
9 questions?

10 MS. TURNER-DAVIS: I have a question.

11 THE COURT: All right. Just a second, Ms.
12 Turner-Davis. I'll give you the opportunity to ask questions
13 here in a little bit.

14 MS. TURNER-DAVIS: Okay.

15 [CROSS-EXAMINATION.]

16 BY THE COURT:

17 Q. Mr. Wolters, I did have a question. If Ms.
18 Turner-Davis were responsible for that roughly \$4,000, is there
19 any way -- is there any mechanism by which she would be
20 credited back on her bills for that amount?

21 **A. No.**

22 THE COURT: All right. Okay. Ms. Turner-Davis, go
23 ahead with your question.

24 [CROSS-EXAMINATION.]

25 BY MS. TURNER-DAVIS:

1 Q. Well, I've got -- actually it's kind of two parts.
2 Number one is having Platte-Clay at the rental house already, I
3 am a member of Platte-Clay as well. So what does that do to me
4 as far as you talking 4,000 and then absorbed by the membership
5 you're saying? I'm kind of confused on that. But I'm already
6 a member and want to add something to a property that I'm a
7 member of. Does that change the amount of cost that would be
8 incurred?

9 A. No. The member who was requesting service -- and I
10 understand you're currently a member, but even a member who is
11 requesting a second service, the person -- the party requesting
12 it is responsible for what we refer to as our aid in
13 construction, and then the balance of the cost gets absorbed by
14 the other 25,000 members who are on our system.

15 Q. Okay. And honestly to me you're talking -- you're
16 saying for a quarter-mile \$60,000.

17 A. No. That was for a rough estimate for a mile of line
18 was 60,000.

19 Q. Okay. So 15 for --

20 A. A quarter-mile.

21 Q. -- a quarter-mile --

22 A. --

23 Q. -- and that's if there's -- okay. And if there's
24 no -- there are trees in the way -- there's -- it should be a
25 straight shot. That doesn't lower the overall cost at all --

1 **A. Well --**

2 Q. Or is the cost -- okay. I didn't know if it was
3 determined by the difficulty in hooking it up is what I was
4 concerned -- was wondering.

5 **A. --**

6 Q. You know what I mean. If it's a straight shot or --
7 I'm sorry. I didn't hear you.

8 **A. Sorry, Ms. Davis. Yes. We would have to come out
9 and stake the job in order to give you an accurate cost.**

10 Q. Okay, okay, okay. That's what I was trying to figure
11 out.

12 MS. TURNER-DAVIS: Okay. That's my question.

13 THE COURT: All right. Thank you, Ms. Turner-Davis.
14 Do any of the other parties have any follow-up questions for
15 the witness?

16 MR. IRVING: No, Your Honor.

17 MR. STEINER: No questions.

18 THE COURT: All right. Ms. McCord, do you have any
19 redirect for the witness?

20 MS. MCCORD: No, Your Honor.

21 THE COURT: All right. Then Mr. Wolters, I
22 appreciate your testimony.

23 **THE WITNESS: Thank you.**

24 THE COURT: Okay. If it's okay with everyone, let's
25 go ahead and take about a ten minute break and we'll reconvene

1 at 12:20. So going off the record.

2 [Brief recess.]

3 THE COURT: All right. Mr. Irving, please call your
4 next witness.

5 MR. IRVING: Thank you. Staff would like to call
6 Brodrick Niemeier.

7 THE COURT: All right. Mr. Niemeier, would you raise
8 your right hand, please?

9 [Witness sworn in.]

10 THE COURT: All right. Thank you. Go ahead, Mr.
11 Irving.

12 MR. IRVING: All right. Thank you, Your Honor.
13 [Direct examination.]

14 BY MR. IRVING:

15 Q. Good afternoon, Mr. Niemeier. Could you please state
16 and spell your name for the record?

17 A. That would be Brodrick B-R-O-D-R-I-C-K, Niemeier
18 N-I-E-M-E-I-E-R.

19 Q. Okay. What is your job title?

20 A. I am an assistant engineer.

21 Q. Okay. How long have you worked in that position?

22 A. I have worked in this position for a year and ten
23 months now.

24 Q. Nice, okay. Are you the same Brodrick Niemeier who
25 has prepared prefiled staff's recommendation premarked as

1 Exhibit 300?

2 **A. I am.**

3 Q. Okay. At this point do you have any corrections to
4 your -- to make to your -- to the staff recommendation?

5 **A. Yes, I do.**

6 Q. Okay. Could you go ahead and describe what the
7 changes are?

8 **A. Yes. On the front page under my title it says**
9 **industrial analysis division. It should say industry analysis**
10 **division.**

11 Q. Okay. Do you have any other changes to make to the
12 staff recommendation?

13 **A. No, I do not.**

14 Q. Okay. Is the staff recommendation true and correct
15 to your best information and belief?

16 **A. It is.**

17 MR. IRVING: Your Honor, I would like to admit the --
18 admit into the record Mr. Niemeier's staff recommendation
19 marked as Exhibit 300.

20 THE COURT: All right. Mr. Irving, there is a public
21 and a confidential version of that. Correct?

22 MR. IRVING: Yes. Yes, your Honor.

23 THE COURT: And they both total I believe ten pages
24 when you include the memorandum. Okay. Actually I may be off
25 on that. I think it's eleven pages.

1 MR. IRVING: That's correct. I believe it is eleven
2 pages.

3 THE COURT: All right. Do any of the parties have
4 any objection to the admission of Exhibit 300?

5 MR. STEINER: No objection.

6 THE COURT: All right. Hearing no objections,
7 Exhibit 300 is admitted into evidence. All right. All right.
8 Exhibit 300P for the public version and C for the confidential
9 version both admitted into evidence.

10 [Exhibit 300P and 300C both admitted into evidence.]

11 MR. IRVING: All right. Thank you, Your Honor. I
12 tender the witness for cross-examination at this point.

13 THE COURT: All right. Ms. Turner-Davis, do you have
14 any questions for this witness?

15 MS. TURNER-DAVIS: No. I wouldn't even know where to
16 begin honestly.

17 THE COURT: Okay. Mr. Steiner, any questions on
18 behalf of Evergy?

19 MR. STEINER: No questions.

20 THE COURT: And Ms. McCord?

21 MS. MCCORD: No questions, Your Honor.

22 THE COURT: All right. Did commissioners have any
23 questions for the witness? Yes, Chairman Rupp.

24 [CROSS-EXAMINATION.]

25 BY MR. RUPP:

1 Q. Brodrick, is this the first time you've testified?

2 **A. Yes, it is.**

3 Q. All right. Well, it's always great to get the first
4 one under your belt. So you did a fine job and welcome to the
5 commission and we appreciate what you do.

6 **A. Thank you.**

7 THE COURT: All right. Any other questions from the
8 commissioners? All right. Okay. Then Mr. Niemeier, I believe
9 that will take care of your testimony. Thank you.

10 MS. TURNER-DAVIS: My only question would be, what is
11 this analysis? I'm not hearing any explanation and of course I
12 don't have it so.

13 THE COURT: All right. So Ms. Turner-Davis --

14 MS. TURNER-DAVIS: Do I get the overview?

15 THE COURT: So you do Ms. Turner-Davis have a
16 question for this witness.

17 [CROSS-EXAMINATION.]

18 BY MS. TURNER-DAVIS:

19 Q. My only question is I -- just overview what is this
20 analysis? I have no idea.

21 **A. Are you asking about the industry analysis that I was
22 talking about before?**

23 Q. Is that what it is? I was just -- I was kind of lost
24 on what -- what this particular analysis was. Is it
25 conversations that we've had in the past already?

1 **A. No. That is the title of the division that I work**
2 **under.**

3 Q. So I guess I'm asking what this eleven page
4 analysis -- what does it entail? I don't need -- I don't need
5 word-for-word, just basically what does this analysis entail?

6 MR. IRVING: I apologize, Your Honor.

7 Ms. Turner-Davis, this is the information that we
8 filed approximately three months ago. It was available to
9 you since -- you know, several months ago and it's been
10 presented as an exhibit in this case right now.

11 MS. TURNER-DAVIS: Okay. I just needed it clarified.
12 I was not -- I was lost. This is all new to me. You really
13 have to be just patient with me to understand a little bit
14 about it. So I appreciate it.

15 THE COURT: Okay. All right. Mr. Neimeier, you're
16 excused.

17 Ms. Turner-Davis, are you there?

18 MS. TURNER-DAVIS: Yes. I'm back. It mutes me when
19 I am off.

20 THE COURT: Understood. Would you be willing to
21 answer some follow-up questions?

22 MS. TURNER-DAVIS: Sure.

23 THE COURT: All right. And you are still under oath.

24 MS. TURNER-DAVIS: Yes.

25 THE COURT: Okay. I believe Commissioner Hahn, you

1 have questions.

2 [CROSS-EXAMINATION.]

3 BY MS. HAHN:

4 Q. Thank you, Ms. Turner-Davis. Just one question.
5 Earlier it was explained from the Mr. Wolters that the total
6 cost for running a line about a quarter-mile is \$15,000.
7 Normally \$4,000 would be the cost to you as the customer, but
8 if we were to grant the change of supplier and the cost -- you
9 had to bear all of the cost of \$15,000, is that a request that
10 you would still want granted?

11 A. Why would that -- I've -- I've been a little
12 concerned -- or not concerned, but curious perhaps that
13 people -- and I understand to some degree because it's a
14 guess -- have been hesitant to give me a ballpark figure. And
15 I'm -- to answer your question, and he's talking -- he said
16 15,000, but he said the cost to the customer would be 4,000.
17 Why are you asking me about 15,000?

18 Q. Because I'm curious if there were no impact to other
19 customers, would you still want -- so that -- if we could -- if
20 we were to grant this request and we were to try to hold other
21 customers harmless for your request, is it still a request that
22 you would want granted?

23 A. You know, and that's -- that's something I'm not
24 following and I'm very naive to what you all do. You talk
25 about harmless to request, and see, to me logically, a new

1 customer should help -- the Co-op help Evergy because that's a
2 whole lot more money coming in and I understand that's not when
3 you're talking new lines and whatever.

4 And my assumption would be if this were request -- if
5 this was granted, that I would have the opportunity to get a
6 real estimate from -- well, either way, Platte-Clay or Evergy
7 before I make that kind of decision. Am I wrong? Because you
8 -- you know, they -- what I have heard is that -- you know, it
9 would have to be basically checked out by either company to see
10 if there were trees that go through or whatever. My assumption
11 would be that a concrete amount I would be required to pay
12 would be given to me after the actual property is checked out.
13 Am I wrong?

14 Q. Quite frankly I think if we were to grant the
15 change -- I can't be 100 percent sure on the procedure, but if
16 we grant the change, then that's -- that would be final as to
17 who -- who your change of supplier would be and then you would
18 be responsible for bearing whatever cost that is. And so
19 that's I'm asking you ahead of time. If you don't know the
20 cost, but the estimated cost could be up to \$15,000, is it
21 still something that you would want?

22 A. Well, probably not because I think that's an
23 exorbitant amount of money for a quarter-mile. That doesn't
24 seem -- and I use the word logical too often, but it doesn't
25 seem like it could possibly be that much. I'd be surprised if

1 it was because I know what the property looks like, and the two
2 different ways they could come in there aren't trees in the
3 way. It's pretty much a straight shot and -- and not a lot of
4 things in the way. 15,000 probably not, because I think that's
5 a ridiculous amount of money for what we're talking about.

6 MS. HAHN: Thank you.

7 [CROSS-EXAMINATION.]

8 BY THE COURT:

9 Q. Ms. Turner-Davis, the Co-ops witness Mr. Wolters
10 testified that if it were a quarter-mile new line that your
11 portion would be \$4,000 and that's a rough estimate. If that
12 was determined to be the amount that you'd be responsible for,
13 would you still want that change of supplier?

14 A. Well, that's a more workable amount of money. I
15 guess my question would be to either one of them, am I -- would
16 I be required to make that commitment for an amount before
17 either company would check it out and see? I mean to me
18 there's going to be -- there's a concrete cost. You know, the
19 4,000 is kind of just floating out there. I understand that
20 that's their estimate. I don't have a problem with that. But
21 if it's granted, am I immediately -- immediately tied into
22 paying that or do I get to listen to what either -- whatever
23 company I would choose tells me it would cost and then make a
24 decision? I think that's what I'm not following at this point.

25 Q. Okay. Well --

1 A. --

2 Q. Yes. I understand that you don't want to commit
3 until you know the exact dollar amount.

4 A. Right. Within reason. You know, you just throw in a
5 figure and if they haven't had eyes on the property except on a
6 map -- I just feel like I -- you know, I'm not going to -- the
7 old-fashioned saying, I'm not going to buy a pig in a poke
8 without a little more of a concrete amount.

9 Q. Okay. But do understand that if the commission
10 grants your request, it does switch that structure from Evergy
11 to the Co-op, then that regardless of the cost, that is what
12 those two entities will be ordered by the commission to do.

13 A. Okay. Well, another question I would have is do they
14 work together if it's done to where my -- the people in the
15 house -- either way -- if I went either way, there's not going
16 to be a period of time -- I'm assuming the two companies work
17 together so the people in either house would not be without
18 power until another one hooked up. Correct?

19 Q. Well, of course I'm not in a position to answer that,
20 but I would assume that would be the case.

21 A. Well, that just seems like common sense. One company
22 is not going to just shut off somebody's power without
23 another -- the other entity ready to go. You know, that's like
24 if it was our house, I don't want you to shut it off today at
25 6:00 and I don't have power until the other company gets it

1 hooked up. I -- and I'm sure that's kind of a strange request,
2 but I -- it's just something I have to think about because
3 there are people living in these houses.

4 Q. Right.

5 THE COURT: Do the other parties have any follow-up
6 questions for Ms. Davis?

7 MR. STEINER: No, Your Honor.

8 MR. IRVING: No, Your Honor.

9 THE COURT: All right.

10 MS. MCCORD: No, Your Honor.

11 THE COURT: Ms. McCord, I have a question for you.

12 MS. MCCORD: Sure, Your Honor.

13 THE COURT: All right. If the commission requested
14 an exact estimate -- well, that's kind of -- that's kind of
15 contrary. But if the commission were to ask the Co-op to visit
16 the property to provide a affordable estimate and submit that
17 as an exhibit, is that possible?

18 MS. MCCORD: Sure, Your Honor. I think that that's
19 definitely possible. The way -- just for everyone's
20 information -- that this normally works is if somebody is
21 requesting service -- you know, kind of a rough estimate will
22 be given to the member with the understanding that once final
23 costs are totaled, it will be adjusted whatever that amount it.

24 So we could put together staking fees and have a
25 rough estimate, whether it's underground or overhead and

1 which direction is coming into the property and provide
2 that with the understanding that it wouldn't necessarily
3 be anymore firm than -- than the figures Mr. Wolter has
4 maybe already given.

5 THE COURT: How long would that take do you believe?

6 MS. MCCORD: I believe it could probably done within
7 a couple of days, Your Honor.

8 THE COURT: And would that estimate be broken down as
9 to the new customer share?

10 MS. MCCORD: We could certainly do that. I'm sure we
11 could apply the line extension policy to it.

12 THE COURT: All right. Thank you. All right. At
13 this point I'll take closing arguments from the parties
14 assuming there are no rebuttal witnesses to be called.

15 MR. IRVING: No, Your Honor. No rebuttal witnesses
16 for staff. There's no rebuttal witnesses for staff.

17 THE COURT: Okay. Thank you.

18 MR. STEINER: Your Honor, I'll save my closing
19 argument for my brief.

20 THE COURT: All right.

21 MS. MCCORD: I will as well, Your Honor.

22 MR. IRVING: Staff will do the same.

23 THE COURT: All right. Ms. Turner-Davis, would you
24 like to give a closing argument?

25 MS. TURNER-DAVIS: I really don't know what it would

1 be. I -- quite honestly, I to some degree apologize to
2 everyone. I had absolutely no idea this -- I was definitely a
3 babe in the woods who thought I had a molehill to deal with and
4 it's a mountain. I understand -- I understand why, and I'm
5 much more well-versed now on the procedures. And I respect
6 that because of the different groups that need to take care of
7 themselves of course as do I.

8 No. I would be -- my only thing I would say, I'd like
9 the thought of having a more concrete estimate. I realize
10 I could go either way because I -- I don't feel like it's
11 fair for me to commit to something when I really don't
12 have a reasonable figure to go by that it would cost. Are
13 we willing to pay a portion? And it would be a
14 significant portion I realize, yes. But I don't want to
15 commit and all the trouble everyone's gone through -- hold
16 on please -- without a little more information on what it
17 would amount to if that makes sense. I apologize.

18 THE COURT: Ms. Turner, thank you.

19 MS. TURNER-DAVIS: I'll call you back.

20 THE COURT: Could you go ahead and mute, Ms.
21 Turner-Davis.

22 All right. Mr. Steiner, before we adjourn, I do have
23 a question for you similar to my question for Ms. McCord.
24 If the commission were to ask Evergy for an estimate of
25 what the stranded investment would be were you to lose Ms.

1 Turner-Davis as a customer, is that something you could
2 provide? And if so, how long would that take?

3 MR. STEINER: Okay. You said similar to Ms. McCord.
4 I thought you were asking for an estimate to provide service,
5 but you're actually asking for an estimate of transferring
6 this?

7 THE COURT: Correct.

8 MR. STEINER: I don't know. My witness is gone, he's
9 probably not the person anyway. I'll look into it and I'm sure
10 we could submit that. I'm sure it's a property record
11 somewhere. I just -- I'll have to look. I'm sure the -- I'm
12 sure the number is out there somewhere.

13 THE COURT: All right. Thank you.

14 According to the procedural schedule, initial briefs
15 are due by January 19th, reply briefs by February 2nd.
16 Are there any other matters that the parties would like to
17 take up before we adjourn?

18 All right. I'll adjourn the hearing and we'll go off
19 the record.

20 [Meeting adjourned.]

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CERTIFICATE OF REPORTER

I, Candice K. Perez, a Certified Court Reporter for the State of Missouri, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto nor financially or otherwise interested in the outcome of the action.



Candice K. Perez
Missouri Supreme Court
Certified Court Reporter

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