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January 31, 2024  
Data Center  
Missouri Public  
Service Commission

# Exhibit No. 300

Staff – Exhibit 300  
Staff Recommendation and Memo  
File No. EO-2024-0035

## MEMORANDUM

**TO:** Missouri Public Service Commission Official Case File  
File No. EO-2024-0035, In the Matter of the Application of Judith Turner-Davis for Change in Electric Supplier from Evergy Missouri West to Platte-Clay Electric Cooperative, Inc.

**FROM:** Brodrick Niemeier, Associate Engineer, Engineering Analysis Dept.,  
Industrial Analysis Division

/s/ Brodrick Niemeier      9/27/2023  
Engineering Analysis Dept. / Date

**SUBJECT:** Staff Memorandum Recommending Denial of Application

**DATE:** September 27, 2023

### STAFF RECOMMENDATION

The Staff of the Missouri Public Service Commission (“Staff”) recommends that the Missouri Public Service Commission (“Commission”) deny the Application of Judith Turner-Davis (“Ms. Turner-Davis”) for a Change in Electric Service Suppliers (“Application”) at \*\* [REDACTED], \*\* from Evergy Missouri West. (“Evergy”) to Platte-Clay Electric Cooperative, Inc. (“Platte-Clay” or “Co-Op”), concluding that the Application does not meet the minimum standard for public interest for reasons other than a rate differential pursuant to 393.106.2 and 394.315.2, RSMo (2021) and 20 CSR 4240-3.140.

### OVERVIEW

On August 7, 2023, Ms. Turner-Davis filed an Application with the Commission seeking approval of her request to change electric service provider from Evergy to Platte-Clay at \*\* [REDACTED] \*\*. Ms. Turner-Davis indicated in her Application that she owns a property with two premises located approximately a half-mile apart, the address in question and a rental property located to the south. Ms. Turner-Davis indicated in her

Application that there have been no major reliability differences, such as duration or frequency of outages, between the two premises on her property. While her request is not based on a rate-differential, she is seeking the convenience of receiving a single bill during times when her rental property is unoccupied.

Platte-Clay is organized under Chapter 394, RSMo (2021) to provide electric service to its members located in all or parts of seven Missouri counties, including Platte County, in which lies the property identified in the Application. The Commission has limited jurisdiction over rural electric cooperatives, such as Platte-Clay, as specified in Chapter 394, RSMo (2021). For the purpose of this case, Platte-Clay is subject to the jurisdiction of the Commission under Section 394.315.2, RSMo (2021).<sup>1</sup> Given that Platte-Clay is a rural electric cooperative, the Commission does not require annual reports or assessment fees. Further, Staff is currently not aware of any pending or final unsatisfied decisions against Platte-Clay from any state or federal court involving customer service or rates.

Evergry is an electrical corporation subject to the jurisdiction of the Commission as specified, in part, by Chapters 386 and 393, RSMo (2021). For the purposes of this case, Evergry is subject to the jurisdiction of the Commission under Section 393.106.2,

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<sup>1</sup> Section 394.315.2 states, in relevant part, that "...Once a rural electric cooperative, or its predecessor in interest, lawfully commence supplying retail electric energy to a structure through permanent service facilities, it shall have the right to continue serving such structure, and other suppliers of electrical energy shall not have the right to provide service to the structure except as might be otherwise permitted in the context of municipal annexation, pursuant to section 386.800 and section 394.080, or pursuant to a territorial agreement approved under section 394.312. The public service commission, upon application made by an affected party, may order a change of suppliers on the basis that it is in the public interest for a reason other than a rate differential and the commission is hereby given jurisdiction over rural electric cooperatives to accomplish the purpose of this section. The commission's jurisdiction under this section is limited to public interest determinations and excludes questions as to the lawfulness of the provision of service, such questions being reserved to courts of competent jurisdiction."

RSMo (2021).<sup>2</sup> Evergy is current on its filing of annual reports and payments of its assessment dues. Staff is currently not aware of any unsatisfied judgments or decisions against Evergy in any state or federal agency or court involving customer service or rates that would have bearing on the immediate case. There is currently another Change of Provider Case between Platte-Clay and Evergy.<sup>3</sup> Staff is not aware of any other matter before the Commission that affects or is affected by this filing.

### **DISCUSSION**

Staff and Ms. Turner-Davis discussed the issues listed in her Application, filed August 7, 2023. Ms. Turner-Davis explained her inconvenience with paying two different companies who serve different premises located on the same property, one, located at \*\* [REDACTED] \*\*, being a rental property. These premises are approximately a half-mile apart. When the rental property is unoccupied Ms. Turner-Davis pays the electrical bill. The rental house is serviced by Platte-Clay and the main house is serviced by Evergy. Ms. Turner-Davis does not currently reside at either property.

In Platte-Clay's Response to the Application, filed on September 10, 2023, Platte-Clay indicates its ability to provide service for Ms. Turner-Davis if ordered to. The Co-Op took no position on whether or not the Commission should approve the Application, but did point out a

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<sup>2</sup> Section 393.106.2 states, in relevant part, that "...Once an electrical corporation or joint municipal utility commission, or its predecessor in interest, lawfully commences supplying retail electric energy to a structure through permanent service facilities, it shall have the right to continue serving such structure, and other suppliers of electrical energy shall not have the right to provide service to the structure except as might be otherwise permitted in the context of municipal annexation, pursuant to section 386.800 and section 394.080, or pursuant to a territorial agreement approved under section 394.312. The public service commission, upon application made by an affected party, may order a change of suppliers on the basis that it is in the public interest for a reason other than a rate differential. The commission's jurisdiction under this section is limited to public interest determinations and excludes questions as to the lawfulness of the provision of service, such questions being reserved to courts of competent jurisdiction."

<sup>3</sup> EO-2023-0105

need to construct a quarter to half-mile line to provide service to the other house, depending on easement restrictions. It also stated that its policy for new service was to pass some of the connection cost off onto the customer being connected.

In Evergy's Response, filed on September 8, 2023, Evergy recommended the Commission deny Ms. Turner-Davis's Application. Evergy noted that it, as the existing provider, had the right to continue serving Ms. Turner-Davis, but if Ms. Turner-Davis did want only one bill, it could provide service for the other premise as well. However, Evergy also has line extension policies that may result in additional costs to Ms. Turner-Davis if both premises were served by Evergy.

In previous Change of Provider Cases, the Commission has identified ten factors<sup>4</sup> when considering the "...meaning of 'public interest' for a change of supplier." These ten factors, along with Staff's analysis are:

**(1) Whether the customer's needs cannot adequately be met by the present supplier with respect to either the amount or quality of power;**

Ms. Turner-Davis, both in her application and during a phone conversation on August 8, 2023, informed Staff that her quality of power was not a major contributing factor for this application. Additionally, she claimed that Platte-Clay might be slightly more reliable than Evergy, but both companies were roughly the same. Additionally, there was no mention of the amount of power available being an issue.

**(2) Whether there are health or safety issues involving the amount or quality of power;**

Ms. Turner-Davis did not claim any health or safety issues with the current situation.

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<sup>4</sup> In the matter of the Application of Brandon Jessip for Change of Electric Supplier from Empire District Electric to New-Mac Electric, EO-2017-0277.

**(3) What alternative a customer has considered, including alternative with the present supplier;**

It is not apparent that Ms. Turner-Davis has explored any alternatives with Evergy or Platte-Clay. The nature of her request, to have one single supplier, is not something that could be resolved by either Evergy or Platte-Clay individually.

Given that she mentioned that Platte-Clay's service was slightly more reliable, Staff searched the Commission's Electronic Filing and Information System to see if Ms. Turner-Davis submitted an informal complaint or consumer comment and found no results for her name.

**(4) Whether the customer's equipment has been damaged or destroyed as a result of a problem with the electric supply;**

Staff is not aware of any claims by Ms. Turner-Davis of damaged equipment as a result of the electric service provided.

**(5) The effect the loss of the customer would have on the present supplier;**

Evergy has not indicated what possible effects losing this customer may have on its system/operations. Although any impacts are likely negative on Evergy and its customer base.

**(6) Whether the change in supplier would result in a duplication of facilities, especially in comparison with the alternatives available from the present supplier, a comparison that should include;**

- (i) The distance involved and cost of any new extension, including the burden on others – for example, the need to procure private property easements, and**
- (ii) The burden on the customer relating to the cost or time involved, not including the cost of the electricity itself.**

Within its Platte-Clay's Response, the company claimed that it would have to construct an additional quarter to half-mile of line to serve the property. Platte-Clay also noted the possibility of easement restrictions affecting the construction of the new line. Additionally, Ms. Turner-Davis would have to bare some of the cost of this new line, if it were constructed.

**(7) The overall burden on the customer caused by the inadequate service including any economic burden not related to the cost of electricity itself and any burden not considered with respect to factor 6(ii) above;**

Ms. Turner-Davis has had one complaint within this case: the necessity to pay two bills. Ms. Turner-Davis acknowledged that it was a minor inconvenience, but that she wanted to see if it could be remedied.

**(8) What efforts have been made by the present supplier to solve or mitigate problems;**

It is unknown if either Evergy or Platte-Clay have made any efforts to mitigate the customer's problems.

**(9) The impact the Commission's decision may have on economic development on an individual or cumulative basis;**

No party has discussed the potential for positive or negative impact to economic development resulting from the approval of Ms. Turner-Davis's application. Economic development is not a significant factor in this Change of Supplier request as it relates to the transfer of an individual residential customer.

**(10) The effect the granting of authority for a change of suppliers might have on any territorial agreements between the two suppliers in question, or on the negotiation of territorial agreements between the electric service suppliers.**

Staff is unaware of any existing Territorial Agreements between Evergy and Platte-Clay that include the property at \*\* [REDACTED] \*\*. \*\* Staff is not aware of any discussions between Evergy and Platte-Clay regarding any Territorial Agreements nor the effect on such negotiations if the Commission should approve the Application.

### CONCLUSION

Staff recommends the Commission deny Ms. Turner-Davis's Application, determining that her request for a change in electric service providers from Evergy to Platte-Clay at \*\* [REDACTED] \*\*, is not sufficiently in the public interest for reasons other than a rate differential as required under Sections 393.106.2 and 394.315.2, RSMo (2020) and 20 CSR 4240-3.140.

In her Application, Ms. Turner-Davis explained her issues with paying electrical bills to multiple companies. She has not witnessed any notable differences in power quality, and has not informed Staff if any health or safety concerns exist. Additionally, if her Application were approved, Platte-Clay would have to construct additional facilities that would result in additional costs to Ms. Turner-Davis as noted by Platte-Clay in its response. The loss of one residential customer may only have a slight negative impact to the Company and its existing customers; however, from a policy perspective allowing a customer to change electric providers solely for billing convenience is not in the public interest.



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

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

**AFFIDAVIT OF BRODRICK NIEMEIER**

STATE OF MISSOURI )  
  ) ss.  
COUNTY OF COLE         )

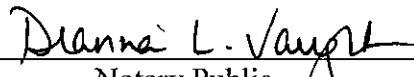
**COMES NOW BRODRICK NIEMEIER**, and on his oath declares that he is of sound mind and lawful age; that he contributed to the foregoing *Staff Recommendation, in Memorandum form*; and that the same is true and correct according to his best knowledge and belief.

Further the Affiant sayeth not.

  
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**BRODRICK NIEMEIER**

**JURAT**

Subscribed and sworn before me, a duly constituted and authorized Notary Public, in and for the County of Cole, State of Missouri, at my office in Jefferson City, on this 27<sup>th</sup> day of September, 2023.

  
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Notary Public

DIANNA L. VAUGHT  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cole County  
My Commission Expires: July 18, 2027  
Commission Number: 15207377