

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

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

POST-HEARING BRIEF OF EVERGY MISSOURI WEST

COMES NOW, Evergy Missouri West, Inc. d/b/a Evergy Missouri West (“Evergy Missouri West” or “Company”), by and through its counsel, and hereby submits its post-hearing legal brief (“Brief”) as requested by the Missouri Public Service Commission (“Commission”) following the October 13, 2020 evidentiary hearing. Evergy Missouri West states as follows:

I. BACKGROUND

1. Patricia Sue Stinnett (“Complainant”) filed a complaint against the Company on September 30, 2019. Complainant seeks amounts, that go beyond what is called for the in the Company’s tariffs and the Commission’s rules, from the Company due to an overcharge to her account.

2. At the October 13, 2020 evidentiary hearing (“Evidentiary Hearing”), Complainant also asserted that the Company did not give her the benefit of a \$125 bill credit. (Tr., Vol. II, p. 29, Ins. 17-20; and p. 41, Ins. 16-19) Although this allegation was not contained in the Complaint (Tr., Vol. II, p. 52, Ins. 13-19), Company witness Duarte reviewed the records at the hearing and demonstrated that the account was credited for this bill credit. (Tr., Vol II, p. 68, Ins. 7-9)

3. Complainant's account was established by Danny Stinnett (deceased) in June 1, 2009 (Tr., Vol. II, p. 69, lns. 17-22) and Complainant was also a responsible party on the account. (Tr., Vol. II, p. 49, ln. 25 thru p. 50, lns. 1-5)

4. The account is now closed and Complainant is no longer served by the Company.

II. THE COMPANY FOLLOWED ITS TARIFFS AND COMMISSION RULES

5. After a house fire at Complainant's property on April 20, 2009, the Company replaced a destroyed area light and installed another area light. (See, Staff Exhibit No. 201-*Report of the Staff*, p. 1 (Introduction and Background), dated November 14, 2019) However, the Company billed the Complainant's account for two area lights for over ten years even though only one light was installed at the Complainant's property. (Id.) Neither Complainant nor Danny Stinnett advised the Company that the bill was in error for almost ten years. (Tr., Vol. II, p. 50, lns. 8-11) It was not until June 26, 2019 that Complainant made the Company aware of the billing error. (Tr., Vol. II, p. 49 lns. 22-24). The Company investigated at this time and determined that it had made a billing error and overcharged the Complainant's account. (Tr., Vol. II, p. 49 lns. 16-22) The Company issued a refund check for five years' worth of area light charges. (Tr., Vol. II, p. 49 lns. 22-24)

6. Company tariff (sheet no. R-33.1, paragraph 5.04) provides that 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 60 consecutive monthly billing periods, calculated from the date of discovery, inquire or actual notification of the Company whichever was first. (Tr., Vol. II, p. 51, lns. 1-12) Commission rule (20 CSR 4240-13.025) also provides in the event of an overcharge an adjustment shall be made for the entire overcharge period not to exceed 60 consecutive monthly billing periods. (Id.)

7. It is uncontroverted that the Company was not notified of the billing overcharge for many years. While the evidence does show that it was made aware of the April 2009 fire since it did replace the destroyed area light, the Company was not made aware of the billing overcharge until June 26, 2019. That June 26, 2019 date is the date, as set forth in the Company's tariffs and the Commission's rules when the calculation of the refund begins. Moreover, the tariff and rule are clear that the maximum refund is for 60 months of overcharges. Complainant's request for additional payment goes beyond what the tariff and rule provide.

8. For a period of almost ten years, Complainant's account was billed for two area lights when only one light was in existence. This is an overcharge under 20 CSR 4240-13.025(1)A. The Staff also agrees it was a billing overcharge and that the tariff and rule control this situation. (Tr. Vol. II, p. 78, ln 22). Therefore, the Company's tariff and Commission rule, as described above, are utilized to determine the amount of Complainant's refund.

9. Also at the hearing, the Regulatory Law Judge requested the Company determine if the Company had a contractual services agreement for this account. (Tr., Vol. II, p. 84, lns. 5-8) The Company searched its records and could not locate such an agreement.¹

III. CONCLUSION

10. The Company regrets its billing overcharge and any inconvenience(s) caused to Complainant as result, but notes that it is the ultimate responsibility of the customer to review bills for accuracy (See, Staff Exhibit No. 201-*Report of the Staff*, p. 4 (Conclusion), dated November 14, 2019) By providing a five year overcharge repayment to the Complainant, Evergy Missouri West complied with its tariffs and all Commission rules, regulations and Orders, a

¹ See, *Evergy Missouri West Response to Commission Order Setting Time for Exhibit Filing*, dated October 19, 2020.

position supported by Staff². The Company has provided Complainant a check for the maximum refund for the overcharge. (See, Complainant's Exhibit No. 7) For the reasons set forth herein, Evergy Missouri West requests the Commission find there is no basis for the allegations in the Complaint and dismiss it accordingly.

WHEREFORE, Evergy Missouri West respectfully submits for Commission consideration this Brief and again moves the Commission for an order dismissing the Complaint with prejudice for failure to state a claim upon which relief can be granted, and for any such further relief the Commission deems appropriate.

Respectfully submitted,

/s/ Roger W. Steiner

Robert J. Hack, MBN 36496
Telephone: (816) 556-2791
Roger W. Steiner, MBN 39586
Evergy, Inc.
1200 Main Street, 16th Floor
Kansas City, MO 64105
Telephone: (816) 556-2314
Facsimile: (816) 556-2787
Email: Rob.Hack@evergy.com
Roger.Steiner@evergy.com

Attorney for Evergy Missouri West

CERTIFICATE OF SERVICE

A copy of the foregoing has been served this 1st day of December 2020 upon parties of record in this proceeding.

/s/ Roger W. Steiner

Roger W. Steiner

² See, Staff Report, p. 4 (Conclusion), dated November 14, 2019.