Exhibit No.:	
Issues:	Interim Energy Charge, Resource Planning
Witness:	Lena M. Mantle
Sponsoring Party:	MO PSC Staff
Type of Exhibit:	Rebuttal Testimony
Case No.:	ER-2012-0174
Date Testimony Prepared:	September 6, 2012

MISSOURI PUBLIC SERVICE COMMISSION

REGULATORY REVIEW DIVISION

REBUTTAL TESTIMONY

OF

LENA M. MANTLE

KANSAS CITY POWER & LIGHT COMPANY

CASE NO. ER-2012-0174

Jefferson City, Missouri
September 2012

BEFORE THE PUBLIC SERVICE COMMISSION

OF THE STATE OF MISSOURI

In the Matter of Kansas City Power & Light Company's Request for Authority to Implement a General Rate Increase for Electric Service	))))	Case No. ER-2012-0174

AFFIDAVIT OF LENA M. MANTLE

STATE OF MISSOURI)
) **ss**
COUNTY OF COLE)

Lena M. Mantle, of lawful age, on her oath states: that she has participated in the preparation of the following Rebuttal Testimony in question and answer form, consisting of 16 pages of Rebuttal Testimony to be presented in the above case, that the answers in the following Rebuttal Testimony were given by her; that she has knowledge of the matters set forth in such answers; and that such matters are true to the best of her knowledge and belief.

Lena M. Mantle
Lena M. Mantle

Subscribed and sworn to before me this 6th day of September, 2012.

SUSAN L. SUNDERMEYER
Notary Public - Notary Seal
State of Missouri
Commissioned for Callaway County
My Commission Expires: October 03, 2014
Commission Number: 10942086

Susan L. Sundermeyer
Notary Public

TABLE OF CONTENTS

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LENA M. MANTLE

KANSAS CITY POWER & LIGHT COMPANY

CASE NO. ER-2012-0174

Q. Would you state your name and your business address?

A. My name is Lena M. Mantle. My business address is P.O. Box 360, Jefferson City, Missouri 65102.

Q. What is your present position with the Missouri Public Service Commission ("Commission")?

A. I am manager of the Energy Unit of the Tariff, Safety, Economic, and Engineering Analysis Department, Regulatory Review Division.

Q. Would you provide your educational background and work experience?

A. My educational background and work experience are found on Schedule LMM-R1.

Q. What is the purpose of your rebuttal testimony?

A. The purpose of my rebuttal testimony is to provide results of Staff's review of the Interim Energy Charge ("IEC") described on pages 10 through 16, of the direct testimony, of Kansas City Power & Light Company ("KCPL") witness Tim M. Rush, the description of the IEC on page 1 of Mr. Rush's Schedule TMR-1 and the specimen IEC tariff sheets found on Schedule TMR-4. I also provide rebuttal testimony to the resource planning testimony of Mr. Rush on pages 16 through 18 of his direct testimony.

Q. Do you have recommendations for the Commission?

A. Yes, I have two recommendations. First, Staff recommends that the Commission not adopt an IEC for KCPL. Second, Staff recommends that the Commission should not acknowledge that it is reasonable for KCPL and GMO to do joint planning in this rate case.

Q. Are there other Staff witnesses that are providing rebuttal testimony regarding KCPL's IEC proposal?

A. Yes. Cary G. Featherstone is providing rebuttal testimony on the history of IECs for electric utilities in Missouri.

Rebuttal Regarding KCPL's Interim Energy Proposal

Q. Have you examined KCPL's specimen IEC tariff sheets?

A. Yes, I have.

Q. Have you reviewed Tim Rush's Direct Testimony on KCPL's IEC request?

A. Yes, I have reviewed pages 10 through 16 of his testimony and the general description of the design and intended operation of the proposed IEC found on page 1 of Schedule TMR-1.

Q. Based on your examination of KCPL's specimen IEC tariff sheets, do you understand how KCPL's requested mechanism would operate?

A. No, I do not.

Q. Based on your review of Tim Rush's Direct Testimony on KCPL's IEC request and the specimen tariff sheets filed by KCPL, do you understand how KCPL's requested mechanism would operate?

A. No. Neither the description in Mr. Rush's direct testimony nor the general description of the design and intended operation of the proposed IEC in Schedule TMR-1 are clear on how the IEC would operate, and these descriptions conflict with the tariff sheets. For example, in his testimony on page 13, lines 18 through 21, Mr. Rush states:

> At the end of the two years, if the amount in the deferred account were negative, then the company would refund that amount to customers. If the amount were positive, then no refund would occur.

The specimen tariff sheet 24 states:

> KCP&L shall refund the excess, if any, above the greater of the actual or the base, plus interest. Any margin amount to be retained by the company will be posted to a regulatory asset for inclusion in the next general rate case.

In my reading, the quotes from Mr. Rush and the specimen tariff sheet 24 both indicate that there may be a refund to the customers. However, the two quotes are vastly different regarding what would be done if the costs were greater than the customers' share of the off-system sales margin. Mr. Rush's testimony makes no statement as to what would be done with a "positive amount." The tariff, on the other hand, explicitly states that the "margin amount to be retained by the company," which I interpret to be the same as the "positive amount" mentioned by Mr. Rush in his testimony, would be put into a regulatory asset to be included for cost recovery in the next general rate case.

Q. Do you understand what "the greater of the actual or the base" means on the specimen tariff language you quoted above?

A. I read the tariff to say that if fuel and purchased power costs fall below what is set in this rate case (i.e. base), KCPL will not provide a refund to the customers. It is only if the "customer's share" of the off-system sales margin is above any increase in fuel and purchased power costs that any refund to customers will occur.

Q. Is there anything in Mr. Rush's testimony that explains what happens if fuel and purchased power costs fall below what is set in this rate case?

A. I could not find anything. In his testimony, Mr. Rush only gives an example where the fuel and purchased power costs were greater than the "base" set in the rate case.

Q. What happens if actual fuel and purchased power costs are greater than the "base" and are not offset by the off-system sales margin?

A. The testimony of Mr. Rush is silent as to what would happen.

Q. Are there other conflicts between the tariff sheets and the testimony?

A. Yes. Specimen tariff sheet 24 states that if the actual off-system sales margin falls between the 40th and 60th percentile of the estimated margin, the Company "absorbs" 100% of the off-system sales margin. I interpret that to mean that between the 40th and 60th percentile the Company gets to keep all off system sales margin – none of it flows back to the customers. However, Mr. Rush testifies on page 12, lines 20 through 22, that the Company's proposal is to use 100% of the off-system sales margin to off-set fuel and purchased power costs when the off-system sales margin is between the 40th and 60th percentile. So, my interpretation of the tariff sheet is that the Company gets to keep all of the off-system sales margin between the 40th and 60th percentile—regardless of the fuel and purchased power costs—which conflicts with the testimony that between the 40th and 60th percentile the off-system sales margin will be used to offset fuel and purchased power costs. Mr. Rush's testimony is silent as to what happens if the off-system sales margin between the 40th and 60th percentile is greater than the difference between the actual and base fuel and purchased power costs.

Q. Have you made inquiries to KCPL to discuss the intended operation of KCPL's IEC request?

A. Staff had a telephone conference in July 2012 with KCPL to better understand its IEC request, and discussed the Company's proposal again at a technical conference August 22, 2012.

Q. Based on the responses to those inquiries, or any other discussion, do you understand how KCPL's requested mechanism would operate?

A. Those two discussions left Staff even more confused about exactly what the Company is proposing with respect to the IEC.

Q. Has KCPL been consistent in its descriptions of how its requested mechanism would operate?

A. It may have been due to a communication difficulty, but it seemed to Staff that the proposal changed between when the Company testimony was filed on February 27, 2012, and its July 2012 conference call and then again between the conference call and the discussion at the August 22, 2012 technical conference.

Q. Is Mr. Rush correct when he states on page 10, line 7, that the Company agreed to not seek a FAC prior to June 1, 2015?

A. Not exactly. The words "fuel adjustment charge" are not in the Regulatory Plan, and KCPL never agreed "that it will not seek a FAC," as Mr. Rush states. KCPL entered into the Regulatory Plan in March 2005. At the time, Senate Bill 179[1] was not final. The parties did not know whether the legislation would pass and be signed by the Governor—the parties didn't even know what the final legislation would include. Therefore the

[1] Section 386.266 RSMo 2012

agreement does not specifically refer to a FAC. The actual section of the Stipulation and Agreement, starting on page 7 of the Regulatory Plan states in part:

> KCPL agrees, that prior to June 1, 2015, it will not seek to utilize any mechanism authorized in current legislation known as "SB 179" or other change in state law that would allow riders or surcharges or changes in rates outside of a general rate case based upon a consideration of less than all relevant factors. In exchange for this commitment, the Signatory Parties agree that if KCPL proposes an Interim Energy Charge ("IEC") in a general rate case filed before June 1, 2015 in accordance with the following parameters, they will not assert that such proposal constitutes retroactive rate making or fails to consider all relevant factors:
>
> (i) The rates and terms for such an IEC shall be established in a rate case along with a determination of the amount of fuel and purchased power costs to be included in the calculation of base rates.
>
> (ii) The rate or terms for such an IEC shall not be subject to change outside of a general rate case where all relevant factors are considered.
>
> (iii) The IEC rate "ceiling" may be based on both historical data and forecast data for fuel and purchased power costs, forecasted retail sales, mix of generating units, purchased power, and other factors including plant availability, anticipated outages, both planned and unplanned, and other factors affecting the costs of providing energy to retail customers.
>
> (iv) The duration of any such IEC shall be established for a specified period of time, not to exceed two years.
>
> (v) A refund mechanism shall be established which will allow any over-collections of fuel and purchased power amounts to be returned to ratepayers with interest following a review and true-up of variable fuel and purchased power costs at the conclusion of each IEC. Any uncontested amount of over-collection shall be refunded to ratepayers no later than 60 days following the filing of the IEC true-up recommendation of the Staff.
>
> (vi) During any IEC period, KCPL shall provide to the Staff, Public Counsel and other interested Signatory Parties monthly reports that include any requested energy and fuel and purchase power cost data.

Q. Does the IEC proposed by KCPL meet these parameters?

A. No, it does not.

Q. Would you explain which parameters it does not meet?

A. The second parameter requires that rates or terms of the IEC cannot change outside a general rate case where all relevant factors are considered. Mr. Rush ends the section of his testimony on KCPL's IEC proposal on page 16 by stating: "If changes are necessitated by these new market conditions, *the Company may need to adjust the IEC to account for these changes*." (Emphasis added).

The third parameter describes what the IEC ceiling may be based on. The IEC proposed by KCPL does not include a ceiling.

Q. What is a "ceiling" with respect to an IEC?

A. A ceiling in an IEC is a rate collected on an interim basis, subject to refund based on actual or forecasted costs.

Q. Did Mr. Rush in his testimony establish a ceiling?

A. No. There is no "ceiling" in KCPL's IEC proposal as described in Mr. Rush's direct testimony or in the specimen tariff sheets.

Q. How does an IEC function if it does not include a ceiling?

A. An IEC that does not include a ceiling is really a FAC that has been labeled an IEC. In all other IECs approved in Missouri, the Commission set a rate to be collected on an interim basis, subject to refund. This is the most that the electric utility can charge for fuel and purchased power. This interim charge is a protection to the customers that its energy costs will not be above the interim amount, i.e. the ceiling, set in the IEC.

Q. If an IEC must have a ceiling, should it also have a floor?

A. Yes. The ceiling is a protection for the customer in the event of rising fuel and purchased power costs. A floor is a reward for the utility for keeping fuel and purchased power costs low or in the event of falling fuel and purchased power costs. If the fuel and purchased power costs fall below the floor, the utility refunds the total amount subject to refund to its customers but retains the fuel and purchased power savings below the floor.

Q. Does KCPL's proposed IEC contain any mechanism to protect customers from rising fuel costs?

A. No. The specimen tariff sheet indicates that all of KCPL's variable fuel and purchased power costs, offset by some percentage of off-system sales margins, will be recovered from the customer in a future rate case. KCPL's shareholders do not appear to bear any risk of rising fuel costs.

Q. Does KCPL's proposed IEC contain any mechanism to reward the utility for keeping its fuel and purchased power costs as low as possible?

A. Yes. Because there does not appear to be any refund to the customers if fuel and purchased power costs fall below the "base," there is an incentive for KCPL to find ways to reduce its costs for fuel and purchased power. Therefore, KCPL's proposed IEC would protect shareholders from the risk of increasing fuel and purchased power costs and give shareholders the opportunity to collect an incentive if fuel and purchased power costs fall below the "base."

Q. Are there other parameters in the Regulatory Plan Stipulation and Agreement that KCPL's proposed IEC fails to meet?

A. No, there are not. However, KCPL has not defined what happens if it has not filed for another rate case after the end of the two-year time period that it specified for its proposed IEC in meeting parameter 4.

Q. How do the Commission's rules define an IEC?

A. Rules 4 CSR 240-20.090(1)(F) and 4 CSR 240-3.161(1)(D) define an IEC to be

> … a refundable fixed charge, established in a general rate proceeding, that permits an electric utility to recover some or all of its fuel and purchased power costs separate from its base rates. An IEC may or may not include off-system sales and revenues and associated costs. The commission shall determine whether or not to reflect off-system sales revenues and associated costs in an IEC in the general rate proceeding that establishes, continues or modifies the IEC.

Q. Does KCPL's proposal meet the definition of IEC in 4 CSR 240-20.090(1)(F) and 4 CSR 240-3.161(1)(D)?

A. No, it does not. It does not include a refundable fixed charge.

Q. In any of the discussions with KCPL or in its direct testimony, did KCPL identify any cost recovery as being "refundable?"

A. No it has not. The IEC specimen tariff sheet states that the "rate" that would be charged to customers would be set at $0 so there is nothing to refund. The only reference that KCPL has made to refunding indicates that any customer refund would be based on the amount of off-system sales margin that KCPL might achieve in the future, and that refund amount would first off-set any increase in fuel and purchased power costs over a certain period of time.

Q. How does an IEC function if it does not include an amount that is identified as subject to refund?

A. It does not function because it is not an "IEC" if there is no amount that is identified as "subject to refund." A proposed mechanism regarding fuel and purchased power costs and off-system sales margins that does not have an amount subject to refund is more accurately described as a FAC.

Q. Why is KCPL requesting an IEC?

A. Although Mr. Rush never directly states the reason KCPL is requesting an IEC, the majority of Mr. Rush's testimony regarding the IEC centers around off-system sales margin—not volatility or changes in fuel and purchased power costs. Mr. Rush goes into great length describing how off-system sales margins would be treated in KCPL's proposal with little or no description of fuel and purchased power costs or measures that ensure that KCPL would work to reduce its fuel and purchased expenditures.

Q. Does KCPL face fuel and purchased power volatility?

A. KCPL states in the summary of its resource plan filing[2] that it estimates that 19% of its 2012 energy needs will be provided by the Wolf Creek Nuclear power plant and 73% will be met with its coal power plants. The other 8% will be met with natural gas and wind generation. While coal and nuclear fuel costs are increasing, I would not say that coal or nuclear fuel costs are volatile. The majority of KCPL's nuclear fuel, coal, and freight costs are under contract. In KCPL's last rate case (Case No. ER-2010-0355) and the current case, Staff has included the latest contract prices for fuel and freight costs. Very little volatility exists for either of these costs as they are updated each rate case and this is the fifth rate case KCPL has filed since January 1, 2006.[3]

Q. Does KCPL face purchased power cost volatility?

A. No, it does not. If KCPL purchases power for its retail customers, it is because the price of the energy is less than its own power plants. Both purchased power and natural gas costs have declined significantly over past the two to three years.

Q. Does KCPL face off-system sales margin volatility?

[2] Case No. EO-2012-0323, Volume 1: Executive Summary, page 6, Table 2
[3] Case Nos. ER-2006-0314, ER-2007-0291, ER-2009-0089, ER-2010-0355 and ER-2012-0174

A. Yes, it does. In evaluating whether or not to build Iatan 2, KCPL included its estimate of the off-system sales margin that it would be able to achieve. However, the spot market price for energy has dropped considerably since construction began on Iatan 2 in 2005. As a result, KCPL has not been achieved the off-system sales margins that have been included in its revenue requirement. However, it should also be noted that the level of off-system sales margin included in its revenue requirement has been adjusted with each rate case so much of the volatility for off-system sales margin has been absorbed by ratepayers.

Q. Is Staff proposing an IEC for KCPL?

A. No. Staff's position is that setting in KCPL's revenue requirement an amount of off-system sales margin gives KCPL great incentive to make as much off-system sales as it economically can. Likewise, setting an amount for fuel and purchased power gives KCPL great incentive to reduce its fuel and purchased power costs below that amount.

Q. You previously stated that Mr. Rush's direct testimony is inconsistent with KCPL's specimen IEC tariff sheets. Is there any other part of Mr. Rush's testimony that you would like to address?

A. Yes, there is. On page 12, lines 13 through 15, Mr. Rush states that KCPL's "proposed IEC would be consistent with the fuel adjustment clause at KCP&L's sister company, KPC&L Greater Missouri Operations Company." However, there are many differences between KCPL's proposed IEC and KCP&L Greater Missouri Operations Company ("GMO's") FAC. One of the biggest differences between KCPL's proposed IEC and GMO's FAC is that GMO has a sharing percentage that applies to *both* the off-system sales margin and the fuel and purchased power costs, whereas it is not clear exactly how KCPL would treat fuel and purchased power costs in its proposed IEC. Nowhere, either in testimony or in the specimen tariff sheets, is there any mention that KCPL's proposed IEC would share the increases and decreases in fuel and purchased power costs the way that GMO's FAC does.

GMO's sharing mechanism is 95%/5% of the net of fuel, purchased power and off-system sales. The IEC proposed by KCPL includes sharing 75%/25% of *only* off-system sales margin on the ends of a range, and in that range KCPL may get to keep 100%.[4] In addition, GMO's FAC tariff sheets explicitly set out what costs and revenues are included in the FAC. KCPL's specimen tariff sheets do not include this information which could lead to numerous disagreements on what costs or revenues should be included at the time of any prudence audit. GMO's FAC tariff sheets explicitly state when true-up changes will be filed and how these changes are to be returned or billed to the customers. KCPL's specimen tariff merely states that a true-up will occur at the conclusion of "each IEC" and uncontested amounts of over-collection will be refunded to ratepayers no later than 60 days following the filing of IEC true-up recommendation of the Staff.

Q. Would you summarize why Staff is opposed to KCPL's IEC mechanism proposal?

A. Staff is opposed to KCPL's proposed IEC mechanism because:

1) It is inadequately described in testimony;
2) The specimen tariff conflicts with the supporting testimony;
3) The specimen tariff is confusing;
4) It is not clear enough that it has an amount subject to refund;
5) It does not have a "ceiling" to protect customers from unwise decisions regarding fuel and purchased power costs and off-system sales margins;
6) It does not have a "floor" to reward KCPL for achieving savings in fuel and purchased power costs or greater off-system sales margins; and

[4] This depends, however, upon which interpretation is used – what is described in Mr. Rush's testimony, or what is described on the specimen tariff sheets.

7) Staff's recommended treatment of off-system sales margins and fuel and purchased power costs provides incentive for KCPL to make off-system sales and keep fuel and purchased power costs low.

Rebuttal Regarding KPCL's Resource Planning

Q. Would you provide an overview of KPCL's request with respect to resource planning in this case?

A. KCPL filed its direct case in this general rate case on February 27, 2012. KCPL was required by Chapter 22 Electric Utility Resource Planning ("Chapter 22") to file by April 1, 2012, a little over a month later, documentation of its resource planning process and its preferred plan for KCPL and GMO as two separate companies. Mr. Rush states on page 17, lines 3 through 9, of his direct testimony that KCP&L was also conducting a resource planning analysis on the two companies combined as one. Although Mr. Rush does not explicitly ask the Commission to acknowledge the combined resource plan, he does discuss what acknowledgement of the plan would mean and states on page 18, lines 1 through 4, that "[i]n the companies' view an acknowledgement by the Commission of a combined resource plan for KCP&L and GMO gives us some level of assurance that even absent a merger of the two utilities, it makes sense to plan as one entity."

Q. Did KCPL make its Chapter 22 filing in April 2012?

A. Yes. KCPL made its filing in File No. EO-2012-0323 on April 9, 2012.

Q. Is KCPL's preferred resource plan based on KCPL's analysis of a combined utility?

A. According to page 10 of *Volume 1: Executive Summary* filed by KCPL, its preferred resource plan is based upon resource planning in-tandem with GMO.

Q. Did KCPL ask for Commission acknowledgment of this preferred resource plan in File No. EO-2012-0323?

A. KCPL did not use the word "acknowledgment" specifically respecting its preferred resource plan. In *Volume 8: Filing Schedule, Filing Requirements, and Stakeholder Process*, page 25, KCPL requests Commission acknowledgment "that it is reasonable for KCP&L and GMO to perform resource planning on a joint company basis as evidenced by the significant savings to retail customers from such planning."[5] In *Volume 8: Filing Schedule, Filing Requirements, and Stakeholder Process*, page 25, KCPL does request that the Commission "find that KCP&L's Preferred Resource Plan is reasonable as of its filing."

Q. Did the joint company analysis show significant savings to KCPL?

A. No, it did not, although KCPL seemed to indicate that the $8 million savings would be significant, an $8 million savings amount on a $20,830 million 20-year net present value revenue requirement ("NPVRR") is well within the margin of error for a 20-year analysis. KCPL indicated that "[t]his savings is due to increased capacity sales and the opportunity to share with GMO a smaller portion of a new combined cycle facility that would be built in 2021 under a combined-company scenario."[6]

Q. Should the Commission acknowledge in this rate case that is reasonable for KCPL and GMO to do joint planning?

A. The Commission should not acknowledge that it is reasonable for KCPL and GMO to do joint planning in this rate case or in the resource planning case.

Q. Why not?

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[5] Also, KCPL stated in its April 9, 2012 Chapter 22 transmittal filing letter: "KCP&L requests Commission acknowledgement, under 4 CSR 22.080(17), that it is reasonable for KCP&L to plan on a joint company basis (KCP&L and KCP&L Greater Missouri Operations Company) as evidenced by the significant savings to retail customers from joint planning." KCPL did not ask in the transmittal filing letter for the Commission to find KCPL's preferred resource plan reasonable.

[6] *Volume 8: Filing Schedule, Filing Requirements, and Stakeholder Process*, page 25

A. Staff realizes that there are some benefits of combining the two companies for sharing capacity and capacity planning and it makes some since when looking at the high level such as what is done for resource planning. However, there are at least three reasons why it is not reasonable for KCPL and GMO to do joint planning.

First, as will be outlined in Staff's Report of its review of KCPL's resource plan filing to be filed on September 6, 2012, in File No. EO-2012-0323, KCPL did not meet all of the Chapter 22 filing requirements for the KCPL-GMO combined resource plan.

Secondly, they are currently two legally separate companies with different needs and capabilities. When Great Plains Energy, Inc. acquired GMO it chose not to merge KCPL and GMO. KCPL and GMO have many factors to weigh in their decision of whether to merge, but they cannot act as though they are one company when convenient. If the joint planning benefits are so great, then the legal issues of the two companies being separate entities need to be addressed.

Finally, KCPL and GMO failed to provide any guidance as to the appropriate apportionment of rate base and operating expense in a rate case where capacity is needed for KCPL and GMO - such as when the Commission had to determine the allocation of Iatan 2 between MPS and L&P rate districts in the last GMO rate case, Case No. ER-2010-0356. KCPL and GMO have neither developed nor proposed any processes for allocating energy and capacity between KCPL and GMO and then between the MPS and L&P rate districts. Before the Commission allows KCPL and GMO to share capacity resources or engage in resource planning as one company, it should require KCPL and GMO to file: 1) a detailed process for the allocation of capacity and energy between KCPL and GMO and, if applicable at that time, between GMO's MPS and L&P rate districts; and 2) a plan for the eventual merger of the two companies.

An alternative available to KCPL and GMO may involve KCPL and GMO entering into a long-term contract for KCPL to supply capacity and energy to GMO after GMO issues a Request for Proposals ("RFP") for a long-term PPA and evaluates the responses it receives. If KCPL's bid were the low cost and best bid solution, a contract between KCPL and GMO would have to meet the requirements of 4 CSR 240-20.015 Affiliate Transactions rule. A long-term PPA between KPCL and GMO would ensure that KCPL would be able to sell some of its excess capacity and energy and end GMO's reliance on short-term PPAs to meet its needs.

The Staff and other parties' reports regarding compliance and concerns with these resource plan filings will be made September 6, 2012. The Commission should not make any determinations regarding the acknowledgment of a resource planning process in this rate case. The resource planning cases are the correct cases for the Commission to make such determinations.

Q. Did you make a similar recommendation in the GMO rate case, Case No. ER-2012-0175?

A. Yes, I did.

Q. Does this conclude your rebuttal testimony?

A. Yes, it does.

Education and Work Experience Background for
Lena M. Mantle, P.E.

Energy Unit Manager
Tariff, Safety, Economic and Engineering Analysis Department
Regulatory Review Division

I received a Bachelor of Science Degree in Industrial Engineering from the University of Missouri, at Columbia, in May, 1983. I joined the Research and Planning Department of the Missouri Public Service Commission in August, 1983. I became the Supervisor of the Engineering Analysis Section of the Energy Department in August, 2001. In July, 2005, I was named the Manager of the Energy Department. The Energy Department was renamed the Energy Unit in August, 2011. I am a registered Professional Engineer in the State of Missouri.

In my work at the Commission from May 1983 through August 2001 I worked in many areas of electric utility regulation. Initially I worked on electric utility class cost-of- service analysis. As a member of the Research and Planning Department, I participated in the development of a leading-edge methodology for weather normalizing hourly class energy for rate design cases. I applied this methodology to weather normalize energy in numerous rate increase cases.

My responsibilities as the Supervisor of the Engineering Analysis section considerably broadened my work scope. This section of the Commission Staff is responsible for a wide variety of engineering analysis including electric utility fuel and purchased power expense estimation for rate cases, generation plant construction audits, review of territorial agreements, and resolution of customer complaints. As the Manager of the Energy Unit, I oversee the activities of the Engineering Analysis section, the electric and natural gas utility tariff filings, the Commission's natural gas safety staff, fuel adjustment clause filings, resource planning compliance review and the class cost-of-service and rate design for natural gas and electric utilities.

In my work at the Commission I have participated in the development or revision of the following Commission rules:

4 CSR 240-3.130	Filing Requirements and Schedule of Fees for Applications for Approval of Electric Service Territorial Agreements and Petitions for Designation of Electric Service Areas
4 CSR 240-3.135	Filing Requirements and Schedule of Fees Applicable to Applications for Post-Annexation Assignment of Exclusive Service Territories and Determination of Compensation
4 CSR 240-3.161	Electric Utility Fuel and Purchased Power Cost Recovery Mechanisms Filing and Submission Requirements
4 CSR 240-3.162	Electric Utility Environmental Cost Recovery Mechanisms Filing and Submission Requirements
4 CSR 240-3.190	Reporting Requirements for Electric Utilities and Rural Electric Cooperatives
4 CSR 240-14	Utility Promotional Practices
4 CSR 240-18	Safety Standards
4 CSR 240-20.015	Affiliate Transactions
4 CSR 240-20.090	Electric Utility Fuel and Purchased Power Cost Recovery Mechanisms
4 CSR 240-20.091	Electric Utility Environmental Cost Recovery Mechanisms
4 CSR 240-22	Electric Utility Resource Planning

I have testified before the Commission in the following cases:

CASE NUMBER	**TYPE OF FILING**	**ISSUE**
ER-84-105	Direct	Demand-Side Update
ER-85-128, et. al	Direct	Demand-Side Update
EO-90-101	Direct, Rebuttal & Surrebuttal	Weather Normalization of Sales; Normalization of Net System
ER-90-138	Direct	Normalization of Net System

EO-90-251	Rebuttal	Promotional Practice Variance
EO-91-74, et. al.	Direct	Weather Normalization of Class Sales; Normalization of Net System
ER-93-37	Direct	Weather Normalization of Class Sales; Normalization of Net System
ER-94-163	Direct	Normalization of Net System
ER-94-174	Direct	Weather Normalization of Class Sales; Normalization of Net System
EO-94-199	Direct	Normalization of Net System
ET-95-209	Rebuttal & Surrebuttal	New Construction Pilot Program
ER-95-279	Direct	Normalization of Net System
ER-97-81	Direct	Weather Normalization of Class Sales; Normalization of Net System; TES Tariff
EO-97-144	Direct	Weather Normalization of Class Sales; Normalization of Net System;
ER-97-394, et. al.	Direct, Rebuttal & Surrebuttal	Weather Normalization of Class Sales; Normalization of Net System; Energy Audit Tariff
EM-97-575	Direct	Normalization of Net System
EM-2000-292	Direct	Normalization of Net System; Load Research;
ER-2001-299	Direct	Weather Normalization of Class Sales; Normalization of Net System;
EM-2000-369	Direct	Load Research
ER-2001-672	Direct & Rebuttal	Weather Normalization of Class Sales; Normalization of Net System;
ER-2002-1	Direct & Rebuttal	Weather Normalization of Class Sales; Normalization of Net System;
ER-2002-424	Direct	Derivation of Normal Weather
EF-2003-465	Rebuttal	Resource Planning
ER-2004-0570	Direct	Reliability Indices

ER-2004-0570	Rebuttal & Surrebuttal	Energy Efficiency Programs and Wind Research Program
EO-2005-0263	Spontaneous	DSM Programs; Integrated Resource Planning
EO-2005-0329	Spontaneous	DSM Programs; Integrated Resource Planning
ER-2005-0436	Direct	Resource Planning
ER-2005-0436	Rebuttal	Low-Income Weatherization; Energy Efficiency Programs
ER-2005-0436	Surrebuttal	Low-Income Weatherization; Energy Efficiency Programs; Resource Planning
EA-2006-0309	Rebuttal, Surrebuttal	Resource Planning
EA-2006-0314	Rebuttal	Jurisdictional Allocation Factor
ER-2006-0315	Supplemental Direct	Energy Forecast
ER-2006-0315	Rebuttal	DSM; Low-Income Programs
ER-2007-0002	Direct	DSM Cost Recovery
GR-2007-0003	Direct	DSM Cost Recovery
ER-2007-0004	Direct	Resource Planning
ER-2008-0093	Rebuttal	Fuel Adjustment Clause, Low-Income Program
ER-2008-0318	Surrebuttal	Fuel Adjustment Clause
ER-2009-0090	Surrebuttal	Capacity Requirements
ER-2010-0036	Supplemental Direct, Surrebuttal	Fuel Adjustment Clause
EO-2010-0255	Direct/Rebuttal	Fuel Adjustment Clause Prudence
ER-2010-0356	Rebuttal, Surrebuttal	Resource Planning Issues
ER-2011-0028	Rebuttal, Surrebuttal	Fuel Adjustment Clause
EU-2011-0027	Rebuttal	Fuel Adjustment Clause
EO-2011-0390	Rebuttal	Resource Planning; Fuel Adjustment Clause Prudence
EO-2012-0074	Direct/Rebuttal	Fuel Adjustment Clause Prudence

Contributed to Staff Direct Testimony Report

ER-2007-0291	DSM Cost recovery
ER-2008-0093	Fuel Adjustment Clause, Experimental Low-Income Program
ER-2008-0318	Fuel Adjustment Clause
ER-2009-0090	Fuel Adjustment Clause, Capacity Requirements
HR-2009-0092	Fuel Adjustment Rider
ER-2010-0036	Environmental Cost Recovery Mechanism
ER-2010-0356	Resource Planning Issues
ER-2011-0028	Fuel Adjustment Clause
ER-2012-0166	Fuel Adjustment Clause