

**BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS**

In the Matter of the Complaint Against )  
Kansas City Power & Light Company ) Docket No. 14-KCPE-469-COM  
by Jennifer Henry )

**ANSWER AND MOTION TO DISMISS COMPLAINT  
OF KANSAS CITY POWER & LIGHT COMPANY**

Kansas City Power & Light Company (“KCP&L” or “Company”), by and through its counsel, hereby submits its answer (“Answer”) to the formal complaint of Ms. Jennifer Henry (“Complainant”) served against KCP&L in the above-captioned proceeding on April 28, 2014. Such Answer is provided in compliance with the State Corporation Commission of the State of Kansas’ (“Commission”) directive to file a response to the Complaint within ten (10) days after receipt of service.<sup>1</sup>

**I. PROCEDURAL BACKGROUND**

1. On April 15, 2014 Complainant filed with the Commission a formal complaint against KCP&L (“Complaint”).

2. The Commission mailed the Complaint to KCP&L on April 24, 2014, and KCP&L received it on April 28, 2014. The Complaint consisted of a standard Commission cover letter, a partially completed hand-written Commission formal complaint form with an attached type-written letter detailing the Complaint, and a copy of a KCP&L Statement of Usage covering the timeframe of October 4, 2012 through April 7, 2014. Pursuant to the provisions of Kansas Administrative Regulations (K.A.R.) 82-1-220(c) and K.A.R. 82-1-217, KCP&L’s Answer to Complaint is due by May 8, 2014.

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<sup>1</sup> Complaint cover letter, page 1.

## **II. FACTUAL BACKGROUND**

3. Complainant, along with Mr. Ryan Henry, has had service at the property at 21808 S. Vine Street, Spring Hill, Kansas since August 2012. When service was initiated in 2012, service was requested and placed in the name of Ryan Henry. Complainant was not listed on the account.

4. On January 9, 2014, Complainant called to report a payment for the Vine Street account of Ryan Henry. At that time KCP&L's Customer Service Representative discovered an outstanding balance for Complainant for service at an address in Olathe, Kansas. The account was noted for further investigation.

5. On January 13, 2014, KCP&L was contacted by local media regarding Complainant's contact with local media concerning her allegations of a high electric bill. During the course of investigating the inquiry, KCP&L again noted that the Complainant was not listed on the Vine Street account, and at one time Complainant did have an account in her name, but for an address in Olathe, Kansas. The service to the property in Olathe was taken out of Complainant's name in October 2012, when the then-current tenant called to take over services. Complainant did not notify KCP&L of the transfer of service to the Vine Street address, nor did she make arrangements to pay the outstanding balance on the Olathe account. As a result of the investigation, KCP&L transferred the outstanding balance from the Olathe account to the Vine Street account after determining that both Complainant and Mr. Ryan Henry resided together at both addresses during the time the balances were incurred.

6. On January 13, 2014, Mr. Henry contacted KCP&L to discuss his bill. KCP&L personnel advised Mr. Henry of the electric heat rate and how the colder than normal

temperatures were leading to increased bills. During the course of this discussion, Mr. Henry requested the meter reading be verified for accuracy.

7. On January 15, 2014, KCP&L verified the meter reading and confirmed that the previous reading used for the billing was correct.

8. On February 11, 2014, KCP&L tested the meter and found the meter to be accurate, recording usage at 100.01 percent. Per the Company's Commission-approved General Rules and Regulations Applying to Electric Service, Section 9.15, BILLING ADJUSTMENTS, Item (B), "...where, upon test, the average kilowatt-hour meter error is found to be in excess of 2%, a billing adjustment therefor will be made to compensate the Customer for a "fast" meter and to compensate the Company for a "slow" meter;". The meter test result of 100.01 percent accurate was within the +/- 2 percent tolerance allowed by tariff.

### **III. ANSWER TO COMPLAINT**

9. Except as admitted or agreed herein, KCP&L denies each and every allegation and statement in the Complaint. Additionally, to the extent Complainant references "our city" or other KCP&L customers, KCP&L asserts that Complainant has no standing to speak for or on behalf of anyone other than herself, and as such the said comments should be disregarded.

10. KCP&L admits that Complainant's usage was increased from the previous year but notes that the temperatures during the timeframe of which Complainant experienced increased usage (December 2013 to January 2014) were substantially colder than those experienced the previous years.

11. KCP&L is without sufficient knowledge to know whether Complainant is aware of how heat pumps function, or whether Complainant used fire wood to heat her home.

12. KCP&L agrees that it was contacted regarding the meter, subsequently tested the meter, and confirmed the accuracy of the meter. The Complainant was notified that the meter was functioning correctly.

13. KCP&L denies the Complainant's implication that its personnel changed the usage reading on the meter at the time it was checked. The Complainant's meter is a newer solid state meter with a digital display that is manually read. KCP&L's field meter personnel do not have any software on their computers that would allow them to reprogram the meter and change the reading. Additionally, this type of meter is programmed to add all usage to a common kWh register no matter whether the meter is running forward or reverse. Simply stated, the kWh usage cannot be changed by running the meter backward.

14. KCP&L agrees that it filed for a revenue requirement increase on December 12, 2009 requesting a 11.5 percent increase and requesting each rate be increased on an equal percentage basis across all tariffs. As a result of that rate case, which included numerous intervenors and parties, the Commission ultimately approved a 4.5 percent increase effective December 1, 2010 with uneven distribution across customer classes including a 26% percent increase for the first winter season block of 1,000 kWh for all-electric customers under billing rate 2RW6A and a 47 percent increase for the second winter season kWh block for this customer subclass.

15. KCP&L denies the Complainant's billing rate design "took away all of electric homes discount". The Complainant's billing rate is 2RW6A, which is the Company's Commission-approved residential all-electric rate.<sup>2</sup> This rate has two billing seasons. The winter season covers the period from September 16 to May 15. The summer season covers the

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<sup>2</sup> See KCP&L Kansas rate Schedule 11, Rate (C) RESIDENTIAL GENERAL USE AND SPACE HEAT – ONE METER, Sheet 2.

period from May 16 to September 15. The billing month that is the subject of this Complaint is December 2013, and falls in the winter season. During the winter season, per the Company's Commission-approved tariff, the first 1,000 kilowatt-hours (kWh) used by the customer per month are billed at \$0.07029 per kWh. All kWh over 1,000 are billed at \$0.06139 per kWh per month. These rates were effective January 1, 2013. This Commission-approved rate has been structured this way, with a lower rate per kWh for usage over 1,000 kWh, since it was first approved by the Commission January 1, 1998. KCP&L notes that the winter rates for Complainant's billing rate code remain below those in place for a KCP&L residential general use customer, which Commission-approved rate is set at \$0.07805 for all kWh during the winter season. Winter season discounts for all-electric customers are therefore currently 10 percent for the first 1,000 kWh and 21 percent for all kWh usage over the first 1,000 kWh.

16. Complainant states "We need to get the rate design fixed and get the all electric discount back into effect. We also need to fix the rate increase that all customers are affected by." The rates KCP&L charges are those approved by the Commission and in effect at the time of the billing period in question. The rates are not set by KCP&L. KCP&L must charge those rates approved and in effect at the time, and only those rates approved and in effect at the time, in question. KCP&L's rates can only be changed within the context of a rate case, and are subject to the approval of the Commission. Rates are not guaranteed to remain the same over time, but in fact must change to accommodate changing costs and the recovery of those costs by the Company.

#### **IV. MOTION TO DISMISS**

17. KCP&L moves to dismiss the Complaint in its entirety on the basis that it fails to comply with K.A.R. 82-1-220, which provides, in part, that formal complaints filed with the Commission shall:

- (1) fully and completely advise each defendant and the commission as to the provisions of law or the rules, regulations or orders of the commission that have been or are being violated by the acts or omissions complained of, or that will be violated by a continuance of acts or omission;
- (2) set forth concisely and in plain language the facts claimed by the complainant to constitute such violations; and
- (3) state the relief sought by the complainant.

18. Complainant has failed to explain why its alleged facts support an assertion that KCP&L has committed any violation of its tariff provisions. KCP&L's General Rules and Regulations Section 9.14 states, "[t]he registration of the Company's meters will be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by Customer." KCP&L tested the meter in question and found it to be recording usage at 100.1 percent.

19. A certain level of factual information is required by K.A.R. 82-1-220, and the Complaint fails to meet that standard and should be dismissed. KCP&L has operated within its approved tariffs, and therefore, these allegations cannot be supported by Complainant and should be summarily dismissed.

## V. CONCLUSION

20. KCP&L has complied with its tariffs and all Commission rules, regulations and Orders. For the reasons set forth herein, KCP&L request the Commission find there is no basis for the allegations in the Complaint and dismiss it accordingly.

WHEREFORE, KCP&L respectfully submits for Commission consideration this answer to the Complaint, and 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,

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**COUNSEL FOR KANSAS CITY POWER &  
LIGHT COMPANY**

## CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the above was electronically served, hand-delivered or mailed, postage prepaid, this 8<sup>th</sup> day of May, 2014 to:

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*/s/ Terri Pemberton*

Terri Pemberton



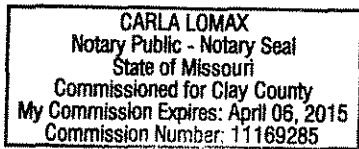
# VERIFICATION

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF JACKSON    )

The undersigned, Mary Britt Turner, upon oath first duly sworn, states that she is the Director, Regulatory Affairs of Kansas City Power & Light Company, that she has reviewed the foregoing Answer and Motion, that she is familiar with the contents thereof, and that the statements contained therein are true and correct to the best of her knowledge and belief.

Mary Britt Turner  
Mary Britt Turner  
Director, Regulatory Affairs  
Kansas City Power & Light Company

Subscribed and sworn to before me this 8<sup>th</sup> day of May, 2014.



Carla Lomax  
Notary public

My commission expires:

April 6, 2015