

Exhibit No.: \_\_\_\_\_  
Witness: Trey Bowen  
Type of Exhibit: Direct Testimony  
Issue: Need for MGE to Replace Lines and Regulator to  
Provide 8.5 psig at Superior Bowen Burner Tip  
Sponsoring Party: Superior Bowen Asphalt Company  
Case No.: GC-2011-0101

MISSOURI PUBLIC SERVICE COMMISSION

SUPERIOR BOWEN ASPHALT COMPANY

CASE NO. GC-2011-0101

DIRECT TESTIMONY OF

TREY BOWEN

June 3, 2011

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Superior Bowen Asphalt Company, LLC    )  
v.                                                        ) Case No. GC-2011-0101  
Missouri Gas Energy                                )

AFFIDAVIT OF TREY BOWEN

STATE OF Missouri    )  
COUNTY OF Jackson    ) ss

Trey Bowen, of lawful age, on his oath states: That he has reviewed the attached written testimony in question and answer form, all to be presented in the above case, that the answers in the attached written testimony were given by him; that he has knowledge of the matters set forth in such answers; that such matters are true to the best of his knowledge, information and belief.

Trey Bowen  
Trey Bowen

Subscribed and sworn to before me this 3<sup>rd</sup> day of June, 2011.

Laura L. Roehrich  
Notary Public

[SEAL]

LAURA L. ROEHRICH  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI, JACKSON COUNTY  
COMMISSION #08446238  
MY COMMISSION EXPIRES OCT 27, 2012

My Commission expires: \_\_\_\_\_

**SUPERIOR BOWEN ASPHALT COMPANY**

**GC-2011-0101**

**DIRECT TESTIMONY OF TREY BOWEN**

**1Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2A. My name is Trey Bowen. My business address is: Superior  
3 Bowen Asphalt Company, 2501 Manchester Trafficway, Kansas  
4 City, MO 64129.

**5Q: ON WHOSE BEHALF ARE YOU APPEARING?**

6A: Superior Bowen Asphalt Company.

**7Q: WHAT IS YOUR POSITION WITH THE COMPANY?**

8A: I am a principal in the LLC and Vice President of the  
9 Company.

**10Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11A. I am providing testimony that supports Superior Bowen's  
12 complaint that there was little or no need for Missouri Gas  
13 Energy to increase operating pressure in its gas  
14 distribution system in order for Superior Bowen to receive a  
15 pressure increase of an additional 2 psig at the customer's  
16 delivery point (the new asphalt plant) and that the amount  
17 we have been coerced into pre-paying MGE (under protest) in  
18 order to get the increased 2 psi in pressure in time for the

1 2009 asphalt season was exorbitant and unreasonable.

2 **Q. DID YOU ADVISE MGE BY LETTER THAT YOU WERE PAYING MGE UNDER**  
3 **PROTEST BECAUSE OF THE NEED TO GET YOUR NEW FURNACE**  
4 **OPERATING SOON?**

5 A. Yes. On February 9, 2009, because asphalt season (warm  
6 weather) was rapidly approaching and we needed our new  
7 furnace operational; I sent a letter to Patti Reardon of MGE  
8 advising that based on the correspondence between Mr. Elam  
9 of American Energy and MGE "we do not believe Superior Bowen  
10 should be required to pay for all the improvements,  
11 including the exorbitant pricing of the install. However,  
12 because Superior Bowen needs its facility operating soon, we  
13 have no other choice but to pay MGE, but do so under  
14 protest." A true copy of such letter is attached as  
15 Schedule TB-1.

16 I also advised her in the letter that we would like to sign  
17 the contract and get you the check this week and requested  
18 that she resend the contract for signature and for her to  
19 let me know the exact amount the check needs to be made out  
20 for and to whom. Which she did.

21 **Q. WHAT AMOUNT WERE YOU REQUIRED TO PRE-PAY MGE UNDER PROTEST**  
22 **IN ORDER TO GET THE NATURAL GAS SERVICE IMPROVEMENTS THAT**  
23 **MGE CLAIMED WAS NECESSARY FOR IT TO PROVIDE ADEQUATE SERVICE**  
24 **FOR YOUR 2501 MANCHESTER TRAFFICWAY ASPHALT FACILITY?**

25 A. The amount was \$175,032, which we paid by check (under

1 protest) on February 13, 2009. A true copy of the check and  
2 the Contract for the Replacement of Natural Gas Facilities,  
3 which we were required to sign in order for us to receive  
4 the service, is attached as Schedule TB-2.

5 **Q. HAVE YOU REVIEWED THE PREPARED DIRECT TESTIMONY OF LARRY**  
6 **GERVY AND WILLIAM C. KALLBERG FILED ON BEHALF OF SUPERIOR**  
7 **BOWEN IN THIS CASE?**

8 A. Yes.

9 **Q. DO YOU HAVE ANYTHING YOU WOULD LIKE TO ADD TO SUCH**  
10 **TESTIMONY?**

11 A. No, not at this time. I am in agreement with and support  
12 what they have said on Superior Bowen's behalf and I am  
13 hopeful that the Commission will find in Superior Bowen's  
14 favor on the Complaint we have presented. We have been a  
15 good customer of MGE for many years and are saddened that it  
16 chose to treat us in this coercive manner despite all the  
17 evidence to the contrary. Unfortunately, as a monopoly, MGE  
18 is the only place we can go. We can only hope that the  
19 Commission, whose duty is to regulate MGE and keep it from  
20 overreaching, sees what MGE has done to us and rectifies the  
21 matter as we have requested.

22 **Q. DOES THIS CONCLUDE YOUR TESTIMONY AT THIS TIME?**

23 A. Yes it does.



## SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.

2501 Manchester Trafficway • Kansas City, Missouri 64129  
(816) 921-8200 • Fax (816) 921-8251



February 9, 2009

Ms. Patti Reardon  
Missouri Gas Energy  
PO Box 412662  
Kansas City, MO 64141-2662

RE: Superior Bowen

Dear Ms. Reardon:

I am following up recent discussions between you and Mr. Elam of American Energy regarding the natural gas service improvements that MGE says is necessary to provide adequate service for Superior Bowen's facility located at 2501 Manchester Road. Based on the various correspondences between you and American Energy, we do not believe Superior Bowen should be required to pay for all the improvements, including the exorbitant pricing of the install. However, because Superior Bowen needs its facility operating soon, we have no other choice but to pay MGE, but do so under protest. Would you please advise us on the steps we need to take to get the project started. We would like to sign the contract and get you the check this week. Could you please resend us the contract for signature and let me know the exact amount the check needs to be made out for, and to whom. Also, could you please provide us with a project schedule, which I think you said would be about four weeks once we gave you the green light.

Please feel free to contact me should you have any questions.

Sincerely,

Trey Bowen

Schedule  
TB-2

FORM #999

State	Missouri (2)	Tax Code
		Contract No.
Operating Area	Kansas City	W.O. 083141

2/13/09

CONTRACT FOR THE REPLACEMENT OF  
NATURAL GAS FACILITIES

THIS AGREEMENT entered into this \_\_\_\_ day of February, 2009, by and between SUPERIOR BOWEN ASPHALT "Applicant" and MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, "Company". The Company is a public utility engaged in the distribution of natural gas and Applicant has requested the Company to replace its existing natural gas facilities.

The parties agree as follows:

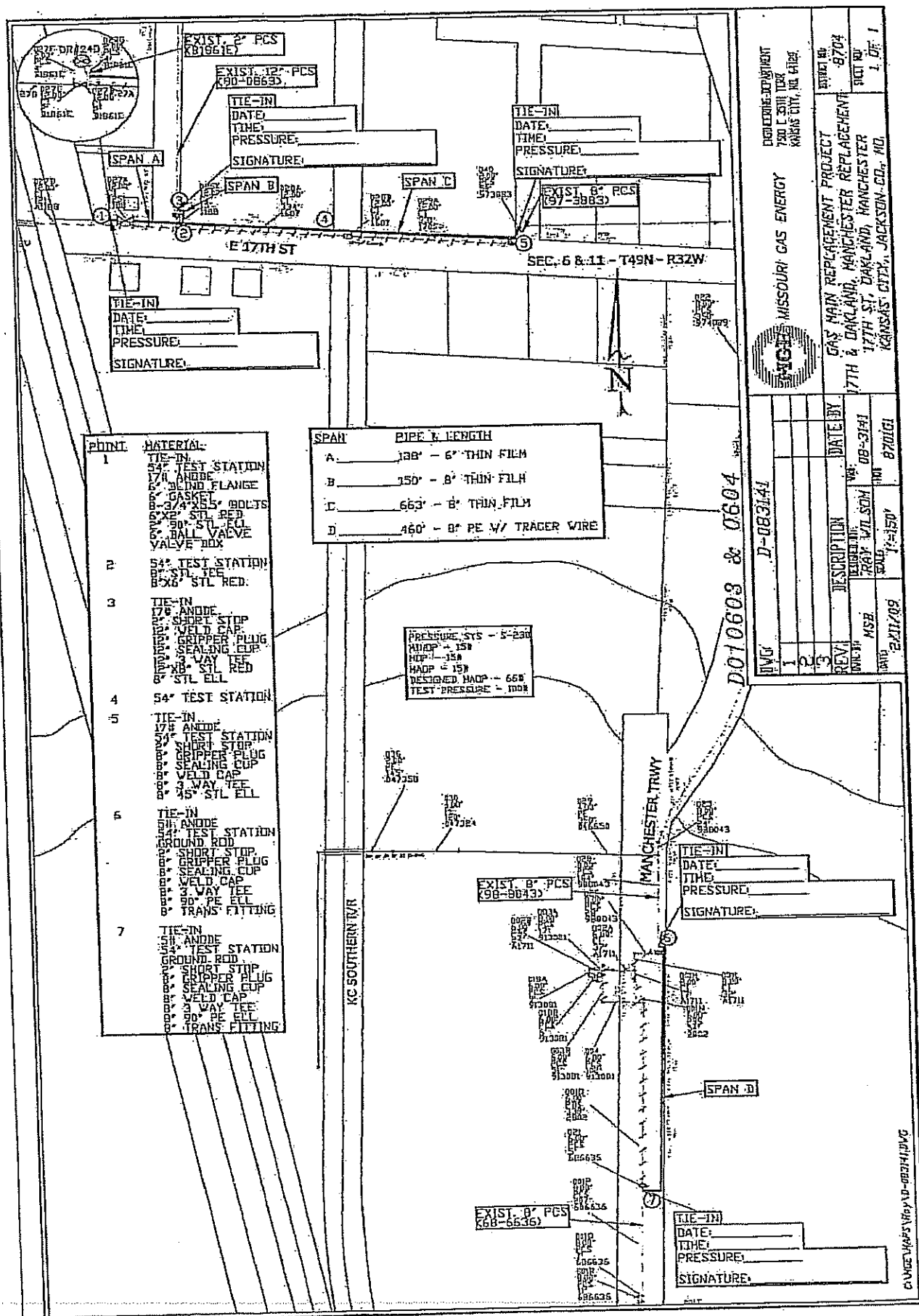
- (1) In accordance with the provisions of Company's General Terms and Conditions, Applicant has contributed the estimated sum of \$175,032.00 (one hundred seventy-five thousand and thirty-two dollars) to the Company for the replacement of gas facilities and Company agrees to construct the requested replacement as described in Exhibit A if Applicant pays the actual cost thereof. The estimated sum paid by Applicant will be held as partial payment for the replacement work described herein. Company shall not be required to commence such replacement work until the partial payment called for herein has been paid to Company.
- (2) Following the completion of the replacement work, the Company will determine the actual cost of the replacement. The Company will thereafter apply the partial payment previously received by it against such total cost and shall bill Applicant for the actual cost less the partial payment previously paid. Applicant agrees to pay to Company within thirty (30) days of such finalized costs that amount by which the partial payment exceeds the actual cost of the replacement work.
- (3) If the actual cost of the replacement project is less than the partial payment made thereon by Applicant, Company agrees to refund to Applicant within thirty (30) days of such finalized costs that amount by which the partial payment exceeds the actual cost of the relocation work.
- (4) For a period of five years from the date of this Agreement, Applicant shall receive a refund in the amount of \$.01845 per ccf for natural gas usage at their Manchester facility, exceeding 832,980 ccf per year. Refunds will be calculated at the end of each twelve month period for a period of five years. Applicant shall be responsible for requesting yearly refund.
- (5) Notwithstanding any other provision in this agreement to the contrary, the obligation of Company to make refunds to Applicant is limited as follows:
  - (a) The total refunds shall in no event exceed the amount of the contribution.
- (6) If installation of the natural gas facilities contemplated by this agreement is not commenced within six (6) months of the date of this agreement due to the unreadiness or unwillingness of Applicant to allow construction to commence, Company will return the exact amount of the above contribution. Commensurate with the tendered return of those funds by the Company, this agreement shall terminate with no further liability on the part of either party arising therefrom.
- (7) It is expressly understood and agreed between the parties that the above-described replacement shall be the absolute property of Company free of any liens, claims, or equity of Applicant.
- (8) This Agreement is made pursuant to the Company's Tariff on file with the state regulatory agency for the state where the replacement is located. The relevant terms of those Tariffs are incorporated in this Agreement by this reference.

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the day and the year first above written.

MISSOURI GAS ENERGY, A DIVISION  
OF SOUTHERN UNION COMPANY  
By [Signature]

SUPERIOR BOWEN ASPHALT

By [Signature]



P.O. Box 9589  
11030 Hickman Hills Dr.  
Kansas City, MO 64134



UMB Bank, N.A.  
56 Joseph, Missouri 64507

CHECK NO. 00038406

36-1901  
1612

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## SUMMARY

PAY TO THE ORDER OF

02/13/09 \*\*\*\$175,032.00

MISSOURI GAS ENERGY INC  
000000024519  
PO BOX 219255  
KANSAS CITY, MO 641219255

*John J. Brown*  
AUTHORIZED SIGNATURE

100-38406-10 100-219017-5

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BASE OF AMERICAN KAC  
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CREDIT WITHIN NAMED PAYEE  
WITHOUT PREJUDICE ADSENT  
OF ENDORSEMENT GUARANTEED  
MISSOURI GAS ENERGY  
ACCT. #98705572-05  
UMH BANK 115-860-7889  
KANASAS CITY, MO  
# 101000886