

In the Matter of: Evergy Metro, Inc and Evergy Missouri West, Inc

Hearing before:

Judge Charles Hatcher

September 09, 2022

Vol 013

PHIPPS REPORTING

Raising the Bar!

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

Friday, September 9, 2022

8:30 a.m. - 12:03 p.m.

Missouri Public Service Commission
200 Madison Street, Room 310
Jefferson City, MO 65102
and WebEx

VOLUME 13

Pages 895 - 1030

In the Matter of Evergy Metro,)
Inc. d/b/a Evergy Missouri)
Metro's Request for Authority to) File No. ER-2022-0129
Implement a General Rate)
Increase for Electric Service)

In the Matter of Evergy Missouri)
West, Inc. d/b/a Evergy Missouri)
West's Request for Authority to) File No. ER-2022-0130
Implement a General Rate)
Increase for Electric Service)

CHARLES HATCHER, Presiding
SENIOR REGULATORY LAW JUDGE

RYAN A. SILVEY, Chairman
JASON R. HOLSMAN, Commissioner
SCOTT T. RUPP, Commissioner
MAIDA J. COLEMAN, Commissioner
GLEN KOLKMEYER, Commissioner

Stenographically Reported By:
Beverly Jean Bentch, RPR, CCR No. 640

Job No. 263437

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1 The following proceedings began at 8:30 a.m.

2 JUDGE HATCHER: Let's come to order and go on
3 the record. Today is Friday, September 9. It is the
4 final day of the Evergy Metro and Evergy Missouri West
5 general rate case hearings.

6 My name is Charles Hatcher. I am the
7 Regulatory Law Judge presiding over this hearing. And I
8 have no morning announcements to make.

9 COMMISSIONER HOLSMAN: Judge, Commissioner
10 Holsman has joined.

11 JUDGE HATCHER: Thank you, Commissioner
12 Holsman. We will make sure and note that for the
13 record. And we have two issues scheduled for today
14 regarding the Central Nebraska Public Power Irrigation
15 District hydro purchased power agreement is the first,
16 and the second issue I have is a deferment of FAC cost
17 from Case 0011, file ending in 0011. The full file
18 number for the record is ER-2023-0011.

19 We will start with mini opening statements,
20 and we will start first with the company.

21 MR. STEINER: Good morning. May it please the
22 Commission. This issue revolves around a purchased
23 power agreement that serves Evergy Missouri Metro
24 customers. The 60 mW PPA is with the Central Nebraska
25 Public Power and Irrigation District. You'll see it

1 referred to as CNPPID. And instead of trying to say
2 CNPPID over and over, I will refer to the PPA as the
3 hydro PPA. The hydro PPA began in 2014, was fully
4 included in the company's cost of service in the 2014
5 and 2016 rate cases.

6 The company, staff, and OPC agreed in a
7 settlement agreement in the 2018 rate case that the
8 hydro PPA would be removed from the company's fuel
9 adjustment clause calculations to the staff and OPC
10 concerns with the contract price. That stipulation did
11 not exclude the hydro PPA from being included in base
12 rates.

13 Linda Nunn testifies in this case that the
14 hydro PPA was included in base rates in the 2018 case
15 and the excess of the costs of the contract over market
16 rates were excluded from the FAC pursuant to the
17 stipulation. This approach allows the company's FAC to
18 reflect costs attributed to the service provided by the
19 hydro PPA but reflects those at market prices rather
20 than the price of the hydro PPA.

21 Today in this case staff has removed the hydro
22 PPA from its base rate calculation. It's removed it
23 entirely without providing for costs to serve the load
24 that the hydro PPA was expected to serve. What this
25 means is staff removed the costs and revenues from the

1 company's cost of service but it didn't take the next
2 step of adding the costs to serve the company's load
3 that was formerly served by the PPA into the company's
4 cost of service. In other words, by fully removing the
5 hydro PPA from the cost of service, staff has left the
6 company short of recovery to serve its load under
7 staff's approach.

8 This we believe is unreasonable and
9 inappropriate. To be clear, the treatment that we are
10 asking for in this case is to retain the hydro PPA
11 revenues and costs in base rates, retain the adjustment
12 to market prices for the hydro PPA and the FAC tariff
13 consistent with how it's been done at the last case and
14 how it's been handled since the last case.

15 It's also consistent with Missouri customers
16 only paying the market price for energy supplied to load
17 from the hydro PPA and not full contract price. If the
18 Commission decides to eliminate the PPA from the cost of
19 service instead of allowing the process to remain
20 unchanged from the last four years, Evergy Missouri
21 Metro estimates the shortfall would be worth at least
22 \$3.2 million using market prices with staff's model and
23 \$4.5 million shortfall if treated consistently with the
24 way it was done in 2018.

25 At the very least, the Commission must add at

1 least \$3.2 million to Evergy Missouri Metro's cost of
2 service so that its base rates reflect the costs needed
3 to serve its customers. I really encourage you to ask
4 questions of witnesses Linda Nunn or Jessie Tucker to
5 get the details of staff's improper adjustment and how
6 the company proposes to handle the hydro PPA.

7 Now, you may hear from staff and OPC that
8 nothing needs to be added to the company's cost of
9 service after removal of the hydro PPA since the company
10 is long on generation and will be able to cover its
11 needs with additional generation. And the company
12 agrees it is in a long generation situation but it's
13 important to note that it's not long every hour of the
14 day or during every market condition.

15 Staff and OPC's long on generation argument
16 doesn't reflect the realities of the SPP market or
17 Evergy Missouri Metro's operations. And for this reason
18 staff's cost of service number should be adjusted to
19 include the costs of the hydro PPA and retain the FAC
20 tariff that is currently stated.

21 Staff's cost of service number must be
22 increased by at least \$3.2 million to cover Evergy
23 Missouri Metro's cost at market to serve its load.
24 Now, any time the company is long on energy sales, long
25 energy sales in the market, the actuals will flow back

1 to the customers through the FAC as appropriate.

2 In closing, because of staff's improper
3 adjustment, Evergy Missouri Metro's base rates are
4 millions of dollars lower than necessary to serve
5 customers and the company urges the Commission to
6 correct staff's unfair penalty.

7 JUDGE HATCHER: Thank you, Mr. Steiner. Are
8 there any Commissioner questions for Evergy? Hearing
9 none, the bench has none. Thank you, sir.

10 We'll move on to our next mini opening
11 statement on this issue and that would be staff. We
12 have an introduction before that begins.

13 MR. CURTIS STOKES: Good morning, Your Honor.
14 May it please the Commission. This morning I'm here to
15 introduce Scott Stacey new to the Staff Counsel's Office
16 but not new to the practice of law in Missouri. In
17 fact, he has previously worked at the Missouri Attorney
18 General's Office, the Missouri Department of Natural
19 Resources, the Cole County Prosecutor's Office, and he
20 has private practice experience as well. So this
21 morning I'd like to introduce Scott Stacey.

22 JUDGE HATCHER: Welcome, Mr. Stacey.

23 MR. STACEY: Thank you, Your Honor.

24 JUDGE HATCHER: The floor is yours.

25 MR. STACEY: Thank you. Good morning, Your

1 Honor. Good morning, Commission. May it please the
2 Commission.

3 Again, my name is Scott Stacey. I'm an
4 attorney with Staff Counsel's Office. Here today to
5 testify will be Brad Fortson who will testify about the
6 hydro PPA. Shawn Lange will testify about the fuel
7 model regarding that PPA. Staff Witness Fortson will
8 testify regarding whether the costs of central or the
9 hydro PPA should be recovered from Missouri customers
10 through the company's fuel adjustment clause, FAC, the
11 FAC-based factor calculation of the revenue requirement
12 of Evergy Metro.

13 Staff Witness Shawn Lange will testify that he
14 did not include the PPA in the fuel run model. Because
15 the PPA was entered to meet the Kansas Renewable Energy
16 Standard, or RES, and is not needed to meet Missouri
17 customers load, staff's position is that should not be
18 recovered from Missouri customers. As such, staff did
19 not include the costs and revenues associated with the
20 hydro PPA in its calculation or EMM's variable fuel and
21 purchased power expense in this rate case.

22 Staff asks the Commission to adopt staff's
23 position regarding the staff's hydro purchased power
24 agreement by excluding the costs and revenues associated
25 with that PPA from the company's FAC and base rate

1 calculations. Thank you.

2 JUDGE HATCHER: Thank you, Mr. Stacey. Are
3 there any Commissioner questions for staff?

4 COMMISSIONER HOLSMAN: No questions, Judge.

5 JUDGE HATCHER: Thank you, Commissioner
6 Holsman. Thank you, Mr. Stacey. Welcome again.

7 MR. STACEY: Thank you.

8 JUDGE HATCHER: Mr. Opitz with MECG, do you
9 care to make an opening statement?

10 MR. OPITZ: I'll waive an opening statement.
11 Thank you.

12 JUDGE HATCHER: Thank you. And correct me if
13 I am wrong, I believe we only have four parties involved
14 today. Everyone else has been excused. Mr. Clizer.

15 MR. CLIZER: May it please the Commission.
16 John Clizer again. A well-recognized doctrine of
17 ratemaking is the cost causation principle. The
18 principle states that costs should be borne by the party
19 who causes the costs to be incurred. Every Metro
20 entered into the Central Nebraska Public Power and
21 Irrigation District Purchased Power Agreement, which I
22 will refer to simply as the PPA, in order to meet the
23 renewable energy standards imposed by the state of
24 Kansas.

25 Under the cost causation principle, because

1 Kansas caused the costs to be incurred, it is Kansas
2 customers who should bear those costs. This is the
3 basis of the OPC's argument. All we are asking is
4 simply and solely that Missouri customers should not be
5 asked to pay for costs incurred to serve Kansas. I want
6 to stress this to the Commission.

7 You just heard counsel from Evergy come up and
8 tell you that if you don't include this PPA it will be a
9 shortfall, but that's not true. They will collect the
10 full amount of this cost from Kansas.

11 The OPC is not asking the Commission to make a
12 prudency decision. We are not asking the Commission to
13 determine whether it was right or wrong to enter into
14 this PPA. We are not even asking that they not be
15 allowed to collect the cost of this PPA. We just want
16 them to collect those costs from Kansas. And it's
17 important to recognize that Kansas has a statute that
18 says by law that they can recover 100 percent of the
19 costs incurred to meet the renewable energy standard
20 imposed by Kansas in Kansas.

21 They have a law that will allow them to fully
22 recover these costs in Kansas. There is no question
23 that Evergy can fully recover the cost of this PPA from
24 its Kansas customers. There is no question it was
25 entered into because of its Kansas customers. This is

1 not a loss to Evergy. This is not a penalty. The OPC
2 is just asking to change who pays the bill. And it
3 should be Kansas.

4 Our position is again consistent with the
5 staff of the Public Service Commission, and once again I
6 ask the Commission to ask any questions to either staff
7 or OPC witnesses.

8 One last thing I think I should mention.
9 There was a discussion of the 2018 stipulation and the
10 idea that it did not exclude the PPA. It did not
11 include it either. It was black boxed. There is
12 nothing in the 2018 case that says that this is included
13 in the rate base, and it is a violation of the terms of
14 the stipulation to argue that it is in and that the OPC
15 is prejudiced by the 2018 stipulation. We will discuss
16 that on the stand as well. Are there any questions?

17 JUDGE HATCHER: Are there any Commissioner
18 questions? Hearing none, I'd also like to note for the
19 record that we have been joined by Commissioner Glen
20 Kolkmeier. We have on our WebEx both again Commissioner
21 Jason Holsman and Commissioner Glen Kolkmeier.

22 The bench has no questions. Thank you,
23 Mr. Clizer. That concludes our opening statements.
24 Next we will move to testimony, and the first witness
25 will be from Evergy.

1 MR. STEINER: Company calls Linda Nunn.

2 JUDGE HATCHER: Evergy is calling Linda Nunn.

3 Ms. Nunn, please raise your right hand.

4 Do you solemnly swear or affirm that the
5 testimony you are about to give will be the truth, the
6 whole truth, and nothing but the truth?

7 THE WITNESS: I do.

8 JUDGE HATCHER: Thank you. Please have a
9 seat. Evergy.

10 MR. STEINER: Yes, thank you.

11 LINDA NUNN,
12 having been first duly sworn, was examined and testified
13 as follows:

14 DIRECT EXAMINATION

15 BY MR. STEINER:

16 Q. Please state your name for the record.

17 A. Linda Nunn, N-u-n-n.

18 Q. Ms. Nunn, where do you work?

19 A. Evergy.

20 Q. What's your position?

21 A. I'm the Manager of Regulatory Affairs.

22 Q. Did you cause to be filed in the Evergy
23 Missouri Metro case direct testimony which was
24 confidential which has been marked as Exhibit 63, direct
25 public version which has been marked as Exhibit 64,

1 rebuttal testimony which has been marked as Exhibit 65,
2 surrebuttal and true-up direct which has been marked as
3 Exhibit 66, and true-up rebuttal which has been marked
4 as Exhibit 67?

5 A. I did.

6 Q. And did you prefile in the Missouri West case
7 direct testimony which has been premarked as Exhibit 120
8 and that's the confidential version and 121, the public
9 version?

10 A. I did.

11 Q. Do you have any changes or corrections to any
12 of the testimony that I mentioned?

13 A. I don't.

14 Q. Is the testimony true and correct, to the best
15 of your knowledge, information, and belief?

16 A. It is.

17 MR. STEINER: I would like to offer the
18 testimony direct, rebuttal, surrebuttal, true-up
19 rebuttal that Ms. Nunn filed in both cases into the
20 record.

21 JUDGE HATCHER: You have heard the motion by
22 counsel. Those are seven exhibits. I need not repeat
23 the exhibit numbers. Are there any objections to the
24 admission of those exhibits? Hearing no objection, so
25 admitted.

1 (COMPANY EXHIBITS 63, 64, 65, 66, 67, 120, AND
2 121 WERE RECEIVED INTO EVIDENCE AND MADE A PART OF THIS
3 RECORD.)

4 JUDGE HATCHER: Go ahead.

5 MR. STEINER: Your Honor, the company tenders
6 the witness for cross-examination.

7 JUDGE HATCHER: Thank you. And on my schedule
8 we will go first to MECG. Mr. Opitz.

9 MR. OPITZ: No questions, Your Honor.

10 JUDGE HATCHER: Thank you. Next we go to
11 Mr. Stacey for staff.

12 MR. STACEY: Thank you, Your Honor. I just
13 have a few. Good morning.

14 THE WITNESS: Good morning.

15 CROSS-EXAMINATION

16 BY MR. STACEY:

17 **Q. Is the hydro PPA needed to meet the Missouri**
18 **RES compliance?**

19 A. It's my understanding that it is not needed to
20 meet the Missouri RES requirements.

21 **Q. Can the hydro PPA be used to meet Missouri RES**
22 **compliance?**

23 A. Can it be?

24 **Q. Yeah.**

25 A. I don't know the answer.

1 **Q. Is the hydro PPA needed to meet Evergy Metro**
2 **customer load?**

3 A. It is used to serve customer load, yes.

4 **Q. For Missouri?**

5 A. Yes.

6 **Q. Now, is the agreement covered by Kansas law?**

7 A. It's my understanding that that law has
8 changed. It's now voluntary.

9 **Q. And when does that agreement expire?**

10 A. The PPA agreement?

11 **Q. Correct.**

12 A. I believe it expires in 2023 outside of the
13 true-up time for this case.

14 **Q. The agreement can be renewed for five years;**
15 **is that correct?**

16 A. I don't know the answer to that.

17 MR. STACEY: Nothing further at this time,
18 Your Honor.

19 JUDGE HATCHER: Thank you, Mr. Stacey. And
20 Mr. Clizer.

21 MR. CLIZER: No questions. Thank you.

22 JUDGE HATCHER: Thank you, Mr. Clizer. Are
23 there any Commissioner questions for Ms. Nunn? All
24 right. Hearing none, I'm sorry, I do have some
25 questions and I just need a second to check.

1 QUESTIONS

2 BY JUDGE HATCHER:

3 Q. I have questions about the tariff sheet. Is
4 that going to be Witness Tucker?

5 A. No, that would be me.

6 Q. Okay. My questions are on currently effective
7 Tariff Sheet PSC MO. No. 7 4th Revised Sheet 50.20. I'm
8 going to hand a sheet to the witness and try -- I'll ask
9 Mr. Stacey to come up and distribute the other copies to
10 counsel.

11 A. Thank you.

12 Q. I think this has already been asked but I want
13 to make sure that it's on the record if not. Does
14 Evergy Missouri Metro include the hydro PPA costs and
15 revenues in the determination of the FAC base factor in
16 the current case?

17 A. The PPA costs have been included in the base
18 factor since the PPA was initiated -- since rate case
19 came after it was initiated in 2014. So '14 and '16.
20 And then in the 2018 case we stipulated no FAC. The way
21 we take it out of the FAC is written in the tariff but
22 the base rate is included in the calculation, yes.

23 Q. Okay. Is the FAC net base energy cost and
24 base factor included in the calculation of the fuel
25 adjustment rate, the FAR commonly?

1 RECCROSS-EXAMINATION

2 BY MR. CLIZER:

3 Q. Ms. Nunn, are you familiar with the document
4 I've just handed you?

5 A. Yes.

6 Q. You would agree with me that this is the
7 non-unanimous partial stipulation and agreement entered
8 into by parties in the last Evergy general rate case?

9 A. Yes.

10 Q. You would agree with me that on page 1 under
11 revenue requirement it states what the revenue
12 requirement adjustments for the case will be? I don't
13 need to read the exact numbers.

14 A. It does have a list, yes.

15 Q. You would agree with me that it states this
16 stipulation resolves the following issues in the
17 September 12, 2018 corrected list of issues filed in
18 this case?

19 A. Yes.

20 Q. And that at the end of that list it includes
21 item XXXV CNPPID hydro purchased power agreement?

22 A. It does. It also has the fuel adjustment
23 clause.

24 Q. We're going to get there. You would agree
25 with me that as far as the revenue requirement

1 inclusion, there's nothing that specifically states
2 whether the hydro PPA is included or excluded from this
3 agreement?

4 A. This agreement says specifically that it's
5 excluded from the FAC.

6 Q. As far as the revenue requirement that was
7 agreed to in this case, the hydro PPA was neither
8 excluded nor included but just considered a settled
9 issue, correct?

10 A. Unless you take into consideration the tariff
11 sheet that includes the base rate calculation -- that
12 includes the base rate.

13 Q. Did any party in this agreement agree to
14 including the FAC in the revenue calculations as I
15 indicated on subsection 1 of this agreement?

16 A. That subsection does not specify that.

17 Q. If I turn your attention to paragraph 24 on
18 page 12, you would agree with me that it reads this
19 stipulation is being entered into solely for the purpose
20 of settling the issues/adjustments in this case
21 explicitly set forth above. Unless otherwise explicitly
22 provided herein, none of the signatories to this
23 stipulation shall be deemed to have approved or
24 acquiesced in any ratemaking or procedural principle
25 including without limitation any cost of service

1 methodology or determination, method of cost
2 determination, or cost allocation, or revenue-related
3 methodology. You would agree with me that that's what
4 the provision reads?

5 A. That's what it says.

6 Q. Now, turning to the actual FAC section, or
7 actually yes. Turning to page 8, paragraph 14, you
8 would agree with me that it reads KCP&L agrees to
9 exclude the costs and revenues associated with the
10 CNPPID hydro purchased power agreement (PPA) for KCP&L's
11 FAC calculations and shall file a separate tab in its
12 monthly FAC monthly reports showing the CNPPID hydro
13 PPAs including monthly operational data, costs, and
14 revenues? You would agree with me that's what it reads?

15 A. That's what it says, yes.

16 Q. You would agree with me that nothing in this
17 provision explicitly sets forth the parties' agreement
18 that these costs will be included in base rates?

19 A. I believe the tariff indicates if you have to
20 make an adjustment, there has to be something there to
21 adjust from, and the tariff is specific about removing
22 the contract costs and moving it to market.

23 Q. Is the tariff part of this agreement?

24 A. I think the tariff -- It's my understanding
25 the tariff trumps this agreement. You have to follow

1 the tariff as you move forward. I'm saying that it
2 indicates that there has to be something in base or the
3 tariff language would be unnecessary.

4 **Q. The tariff doesn't explicitly state that it's**
5 **in base. Your argument is it's implication, correct?**

6 A. That and the workpapers that were the support
7 for the tariff.

8 **Q. Your workpapers from the last rate case?**

9 A. Actually it was staff's fuel run.

10 **Q. Regardless, the parties did not agree to those**
11 **FAC workpapers in this agreement, correct?**

12 MR. STEINER: I'm going to object that it's
13 asking for a legal conclusion. The witness can answer
14 if she knows.

15 THE WITNESS: I'm not sure -- I'll say it and
16 then you can tell me. In the discussions that we have
17 at the end of the case where we develop the tariffs, we
18 work together on how those costs are put together and
19 how the base rate was set as well as this wording in the
20 tariff. And I should point out it's been four years
21 that we've been implementing this tariff language.

22 BY MR. CLIZER:

23 **Q. There is nothing in the tariff you filed that**
24 **says that the hydro PPA is in the base, correct?**

25 A. Correct.

1 MR. CLIZER: I would move for the admission of
2 332 which I will title ER-2018-0145, 0146 non-unanimous
3 stipulation and agreement.

4 JUDGE HATCHER: You've heard the motion by
5 counsel. Are there any objections to the admission of
6 Exhibit 332? Hearing none, it is so admitted.

7 (OPC EXHIBIT 332 WAS RECEIVED INTO EVIDENCE
8 AND MADE A PART OF THIS RECORD.)

9 MR. CLIZER: I have no further questions.
10 Thank you, Judge. I apologize. I missed it. Was that
11 admitted?

12 JUDGE HATCHER: 332, yes.

13 MR. CLIZER: Sorry.

14 JUDGE HATCHER: Redirect.

15 MR. STEINER: Thank you.

16 REDIRECT EXAMINATION

17 BY MR. STEINER:

18 Q. Do you recall speaking with the Judge about
19 the tariff sheet?

20 A. I do.

21 Q. And I think you said that that tariff sheet
22 shows that the -- I think you said that the PPA is
23 included. Do you recall saying that?

24 A. The underlying workpapers that produce that
25 tariff, the FAR tariff calculation that happens every

1 six months, would show the inclusion of the hydro PPA in
2 base.

3 Q. And then when you're speaking with counsel for
4 OPC about the stipulation, do you recall that?

5 A. Yes.

6 Q. And could you point out in your testimony
7 where you analyze or provide an analysis where you
8 believe that the tariff that resulted from that
9 stipulation shows that the hydro PPA was included in the
10 FAC base factor?

11 A. I provided support to my testimony that the
12 calculation of the base rate in the 2018 case, and my
13 testimony discusses the fact that that calculation has
14 the hydro in it, ties to the net or the base factor
15 that's included in the tariffs, as well as discusses the
16 language in the tariff that says you need to make a
17 comparison and reduce it to market or change it to
18 market.

19 Q. Specifically where is that in your testimony?
20 It's your surrebuttal; is that right?

21 A. Yes, it was surrebuttal and it was page 7 is
22 where it starts.

23 MR. STEINER: Thank you.

24 JUDGE HATCHER: Ms. Nunn, you are excused.

25 (Witness excused.)

1 JUDGE HATCHER: I believe Evergy has another
2 witness.

3 MR. STEINER: Company calls Jessica Tucker.

4 JUDGE HATCHER: Please raise your right hand.

5 Do you solemnly swear or affirm that the
6 testimony you are about to give is the truth, the whole
7 truth, and nothing but the truth?

8 THE WITNESS: I do.

9 JUDGE HATCHER: Thank you. Please have a
10 seat. Your witness.

11 MR. STEINER: Thanks.

12 JESSICA TUCKER,
13 having been first duly sworn, was examined and testified
14 as follows:

15 DIRECT EXAMINATION

16 BY MR. STEINER:

17 Q. Please state your name for the record.

18 A. Jessica Tucker.

19 Q. Ms. Tucker, where do you work and what is your
20 position there?

21 A. I work for Evergy. I'm the Senior Manager of
22 Fuels and Emissions.

23 Q. Did you cause to be filed in this case, and
24 there's a long list here so please bear with me, direct
25 testimony in the Evergy Missouri Metro case which is

1 confidential and has been marked as Exhibit 74; direct
2 testimony public, which has been marked as Exhibit 75;
3 rebuttal testimony, Exhibit 76, that's confidential;
4 rebuttal testimony public, Exhibit 77; surrebuttal and
5 true-up direct confidential, 78; surrebuttal and true-up
6 direct public, 79; true-up rebuttal confidential, which
7 has been marked as 80; and true-up rebuttal public,
8 which has been marked as Exhibit 81.

9 A. I do not have the numbers to reference, but
10 yes, I did.

11 Q. And then in the Evergy Missouri West case did
12 you file confidential direct which has been marked as
13 Exhibit 126 and direct testimony public which has been
14 marked as Exhibit 127?

15 A. Yes.

16 Q. And today you are going to adopt the testimony
17 of Eric Peterson; is that correct?

18 A. Correct.

19 Q. And that testimony was filed in the Evergy
20 Missouri Metro case. The direct confidential was 68,
21 the direct public was 69, and the public rebuttal was
22 Exhibit 70, and in the Evergy Missouri West case the
23 direct testimony was Exhibit 122, that's confidential,
24 and Exhibit 123, that was the direct. Are you adopting
25 that testimony today?

1 A. I am.

2 Q. Okay. Thank you for bearing with me. Are the
3 answers contained in that testimony, the testimony I
4 just mentioned, true and correct to the best of your
5 knowledge, information, and belief?

6 A. The data and the conclusions are accurate, to
7 my knowledge. There were a number of references to
8 Everygy Missouri Metro that should have been Everygy Metro
9 that had I had the opportunity to rewrite the testimony
10 I would have made those corrections. The reason for
11 that is based on how fuel operates and the fuel model,
12 that all operates in this model at the Metro level and
13 then is allocated after the fact down to the
14 jurisdictions. So the references in some cases to
15 Missouri Metro should have been Metro because it was a
16 modeling or a fuel procurement, that type of
17 information.

18 MR. STEINER: Okay. With that, Your Honor,
19 I'd offer the admission of the testimony that I
20 mentioned earlier.

21 JUDGE HATCHER: Thank you. You have heard the
22 motion by counsel. The list of exhibits as read by
23 counsel matches the list of numbered exhibits on the
24 presiding officer's list and will not be repeated
25 because we already have them read into the record. Are

1 there any objections to the admission of all of the
2 exhibits just read into the record? I see perhaps a
3 question. Hearing no objections, they are all so
4 admitted.

5 (COMPANY EXHIBITS 68, 69, 70, 75, 76, 77, 78,
6 79, 80, 81, 122, 123, 126, AND 127 WERE RECEIVED INTO
7 EVIDENCE AND MADE A PART OF THIS RECORD.)

8 MR. STEINER: All right. I would tender Ms.
9 Tucker for cross-examination.

10 JUDGE HATCHER: Can I back up for a second.
11 Her correction is that some of the references --

12 MR. CLIZER: I don't want to interrupt your
13 train of thought. My question was just going to be if
14 it was possible that Everygy could late file an
15 identification of which were corrected.

16 JUDGE HATCHER: These are Witness Peterson's
17 that need the --

18 THE WITNESS: And Tucker.

19 MR. STEINER: It would be possible, Your
20 Honor. We debated that. There's probably 50 or 60
21 references spread across all those pieces of testimony
22 and we were not able to get that done by today. We
23 could very easily late file that with the corrections.
24 Again, it's limited to references to Everygy Missouri
25 Metro should have been reference to Everygy Metro.

1 JUDGE HATCHER: I like that solution. I would
2 -- Part of my announcements is going to be the final
3 submission of any exhibits that haven't made the
4 deadline by next Friday. So if a week is enough time to
5 file those, excellent. If it's not, let me know.

6 MR. STEINER: That's enough time.

7 JUDGE HATCHER: Okay. We're on
8 cross-examination. Thank you. Let's look to my cheat
9 sheet. Mr. Opitz.

10 MR. OPITZ: No questions, Your Honor.

11 JUDGE HATCHER: I'm going to interrupt the
12 flow to state for the record that all of the exhibits
13 that were listed by counsel for Evergy are admitted
14 pending their corrections and an appropriate shortened
15 amount of time for objections in case some of those
16 numbers will be substituted with a corrected version.
17 And then let's move to cross-exam. Mr. Stacey for
18 staff.

19 MR. STACEY: Thank you, Your Honor.

20 CROSS-EXAMINATION

21 BY MR. STACEY:

22 Q. Did you hear testimony previously from Linda
23 Nunn involving Exhibit 332 from OPC, the non-unanimous
24 partial stipulation and agreement?

25 A. Yes, I did hear.

1 Q. And you did state in your testimony that you
2 cited this agreement; is that correct?

3 A. I'm sorry. Can you repeat that?

4 Q. You cited this agreement in your testimony; is
5 that correct?

6 A. That is correct.

7 Q. In that agreement it states on page 12,
8 paragraph 25, no signatory shall assert the terms of
9 this agreement as a precedent in any future proceeding;
10 is that correct?

11 MR. STEINER: Are you reading from her
12 testimony or the stip?

13 MR. STACEY: The stip. The stipulation. I'm
14 sorry.

15 MR. STEINER: Do you need a copy of it?

16 THE WITNESS: Yes, please. I'm sorry. That
17 was page 12?

18 MR. STACEY: Page 12, paragraph 25.

19 THE WITNESS: Okay. I found it.

20 BY MR. STACEY:

21 Q. And in the last sentence it says no signatory
22 shall assert the terms of this agreement as a precedent
23 in any future proceeding; is that correct?

24 A. That is correct.

25 Q. And the company was a signatory on this

1 **agreement; is that correct?**

2 A. I believe so.

3 MR. STACEY: All right. Nothing further, Your
4 Honor.

5 JUDGE HATCHER: Thank you. That brings us to
6 Office of the Public Counsel.

7 MR. CLIZER: No questions. Thank you.

8 JUDGE HATCHER: Thank you. That takes us to
9 Commissioner questions. Are there any questions from
10 the Commissioners for Ms. Tucker?

11 COMMISSIONER HOLSMAN: No questions, Judge.

12 CHAIRMAN SILVEY: No questions, Judge.

13 JUDGE HATCHER: Thank you, Chairman. You beat
14 me to it. I would note for the record we have been
15 joined by Chairman Ryan Silvey. The bench does have a
16 couple questions if you'll bear with me.

17 QUESTIONS

18 BY JUDGE HATCHER:

19 Q. I want to reference your surrebuttal
20 testimony.

21 A. Tucker?

22 Q. Yes. Page 3, line 6 to 18 states that the
23 stipulation that we are discussing does not exclude the
24 hydro PPA from being included in base rates. For the
25 record, what do you mean by base rates?

1 A. From being included in the revenue
2 requirement?

3 **Q. How would this be included in the -- I**
4 **understand it's an elementary question, but we want it**
5 **for the record. So just as simply as you could.**

6 A. So I am not an expert in the revenue
7 requirement FAC, but my understanding was that this --
8 it clearly addresses the FAC but it did not exclude us
9 from including the hydro cost in revenues in our models
10 to go into the revenue requirement base rate as it had
11 in 2018, according to my understanding.

12 **Q. And you would define base rate how?**

13 A. Based on my knowledge, I would define it as
14 the FAC base. I'm sorry. I don't have the expertise to
15 be able to --

16 **Q. That's okay. I understand.**

17 A. -- eloquently answer.

18 **Q. Let's move to -- Is the FAC net base energy**
19 **costs and base factor included in the calculation of the**
20 **fuel adjustment rate? I already asked that. I already**
21 **have that answer from Ms. Nunn.**

22 JUDGE HATCHER: I also do want to note for the
23 record we have been joined by Commissioner Maida
24 Coleman. That brings us to a total of four of our
25 Commissioners joined for this final day of hearing.

1 The bench has no further questions. That does
2 take us through recross-examination and we'll go back to
3 Mr. Opitz.

4 MR. OPITZ: Thank you.

5 RE CROSS-EXAMINATION

6 BY MR. OPITZ:

7 **Q. The Judge was asking you about the revenue**
8 **requirement. Can you tell me what documents we would**
9 **look at to see the items that you think are included in**
10 **the revenue requirement?**

11 A. So my testimony and Mr. Peterson's testimony
12 covered the fuel and fuel modeling which was
13 incorporated into the CS24 workpapers. There was
14 additional work I believe done by regulatory to add
15 information in there, and that portion collecting
16 everything in the revenue requirement is outside of my
17 ability to answer.

18 MR. OPITZ: That's all I have. Thank you.

19 JUDGE HATCHER: And staff.

20 MR. STACEY: No questions, Your Honor.

21 JUDGE HATCHER: Public Counsel.

22 RE CROSS-EXAMINATION

23 BY MR. CLIZER:

24 **Q. As counsel for MECG pointed out, you were**
25 **asked a question regarding the revenue requirement. Do**

1 you have a copy of what has been admitted as 332 in
2 front of you?

3 A. Is 332 the --

4 Q. The non-unanimous partial stipulation and
5 agreement.

6 A. Yes, I do.

7 Q. And the first paragraph is the section labeled
8 revenue requirement. You would agree with me there?

9 A. I would.

10 Q. And you would agree with me that the first
11 sentence of the first paragraph sets what the revenue
12 requirement is for this case; you would agree with me?

13 A. Can you repeat that. I'm sorry.

14 Q. Let me just read it out loud. KCP&L's revenue
15 requirement will be reduced by 21 million; GMO's revenue
16 requirement will be reduced by 24 million. You would
17 agree with me that's what it reads?

18 A. I would.

19 Q. I didn't get this in earlier but to make sure
20 things are clear, KCP&L is identified in this document
21 as Kansas City Power & Light Company. You would agree
22 with me that Kansas City Power & Light Company is the
23 predecessor to the current Evergy Metro, correct?

24 A. I would.

25 Q. And GMO is identified in this document as

1 KCP&L Greater Missouri Operations Company. You would
2 agree with me that KCP&L Greater Missouri Operations
3 Company is the predecessor to Evergy West, correct?

4 A. Evergy Missouri West.

5 Q. Evergy Missouri West. Thank you. I
6 apologize. And you would agree with me turning back the
7 revenue requirement that it further states this
8 stipulation resolves the following issues in the
9 September 12, 2018 corrected list of issues filed in
10 this case: And then lists all of the issues resolved by
11 the stipulation, correct?

12 A. I see, yes, I agree.

13 Q. Are you familiar with the term black box
14 settlement?

15 A. Somewhat.

16 Q. Can you describe what a black box settlement
17 is generally?

18 A. My understanding of a black box settlement
19 would be to come to a number without necessarily
20 delineating what all was included in that number.

21 Q. You would agree with me that this provision is
22 a black box settlement?

23 MR. STEINER: I'm going to object. It might
24 cause her to give a legal conclusion.

25 JUDGE HATCHER: Before I rule on this,

1 Mr. Clizer, I am aware that paragraph 1 leaves open to
2 interpretation what's in or out of that number.

3 MR. CLIZER: I'll withdraw the question. I
4 understand, Your Honor. Thank you. I have no further
5 questions.

6 JUDGE HATCHER: Okay. That resolves that.
7 Redirect.

8 MR. STEINER: Just a minute, Your Honor.

9 REDIRECT EXAMINATION

10 BY MR. STEINER:

11 Q. Ms. Tucker, do you recall the Judge asking you
12 about what is in revenue requirement?

13 A. I do.

14 Q. Do you agree that the testimony of Linda Nunn
15 would be the best place to potentially find an answer to
16 the Judge's question on that?

17 A. I would.

18 MR. STEINER: Thank you.

19 JUDGE HATCHER: Thank you. I don't want to
20 excuse Ms. Tucker quite yet. There's an exhibit that
21 the Commission is going to request. There's going to be
22 two requests, but this one relates to what Ms. Tucker
23 just testified to. The Commission would be very
24 interested in her workpapers that include or identify
25 the hydro PPA cost and revenues that she referenced.

1 A. The workpapers would be for this case.

2 JUDGE HATCHER: For this case then, yes.

3 MR. STEINER: Okay.

4 JUDGE HATCHER: May I also have 2018?

5 MR. STEINER: Yes for both.

6 JUDGE HATCHER: So that will be --

7 MR. STEINER: Your Honor, just so I'm clear,
8 the Tucker workpapers, are you wanting Nunn workpapers
9 as well?

10 JUDGE HATCHER: I'm going to give a second for
11 my email to catch up. Yes. Would Ms. Nunn's workpapers
12 also be addressing in the 2018 and the current case how
13 the hydro PPA was included?

14 MR. STEINER: I believe both would, yes.

15 MR. CLIZER: To be clear, we're saying how it
16 was included from Evergy's perspective?

17 JUDGE HATCHER: Yep.

18 MR. CLIZER: Right. No other party is
19 agreeing to those workpapers.

20 JUDGE HATCHER: I understand. But -- I
21 understand, yes.

22 MR. STEINER: Your Honor, you asked Ms. Nunn
23 about a tariff sheet. Were you meaning to mark that as
24 an exhibit? It's a currently effective tariff, I think.

25 JUDGE HATCHER: It's a currently effective

1 tariff, and I was aware of everyone's email bounce-back
2 issues. So it's 148 pages and that's going to fall into
3 that next Friday deadline. I'm not sure how I want to
4 handle that. I would be happy to take suggestions.

5 I will file the entire tariff as a Commission
6 Exhibit 1000. Also subject to objections if you need to
7 preserve any for the record, I certainly understand
8 that. I don't think anyone has exhibit numbers in the
9 1000. So Commission Exhibit 1000 the presiding officer
10 will take responsibility for sending that electronically
11 to all counsel and submitting it in the normal and
12 proper channels.

13 We're still on redirect. Does the company
14 have -- oh, no, no, no.

15 MR. STEINER: I finished. I think you had a
16 question on '18 or '14. So I think that's where we're
17 at.

18 JUDGE HATCHER: Does anybody have any further
19 questions for Ms. Tucker? Ms. Tucker, you are excused.
20 Thank you.

21 (Witness excused.)

22 JUDGE HATCHER: I apologize for the confusion.
23 I believe we are now moving on to staff witnesses, if
24 that's correct.

25 MR. STACEY: Thank you, Your Honor. Staff

1 calls Brad Fortson.

2 JUDGE HATCHER: Mr. Fortson, please raise your
3 right hand.

4 Do you solemnly swear or affirm that the
5 testimony you are about to give will be the truth, the
6 whole truth, and nothing but the truth?

7 THE WITNESS: I do.

8 JUDGE HATCHER: Thank you. Please have a
9 seat. Your witness.

10 MR. STACEY: Thank you, Your Honor.

11 BRAD FORTSON,
12 having been first duly sworn, was examined and testified
13 as follows:

14 DIRECT EXAMINATION

15 BY MR. STACEY:

16 Q. Would you please state your name and spell
17 your name for the record?

18 A. It's Brad, B-r-a-d, middle initial J, last
19 name Fortson, F-o-r-t-s-o-n.

20 Q. And by whom are you employed?

21 A. The Missouri Public Service Commission.

22 Q. What is your position?

23 A. Regulatory compliance manager.

24 Q. Have you prepared and filed testimony in this
25 proceeding?

1 A. Yes.

2 Q. Specifically direct testimony on June 22,
3 2022?

4 A. Yes.

5 Q. And surrebuttal testimony on August 16, 2022?

6 A. Yes.

7 Q. Which have been premarked as Exhibits 228 and
8 263 respectively; is that correct?

9 A. Correct.

10 Q. Do you have any changes or corrections to make
11 to any of those documents?

12 A. I do not.

13 Q. If I were to ask you the same questions in
14 those documents today, would your answers be the same?

15 A. They would.

16 Q. And are those the same answers true and
17 correct, to the best of your knowledge and belief?

18 A. They are.

19 MR. STACEY: I offer as Exhibits 228 and 263
20 into evidence.

21 JUDGE HATCHER: You've heard the motion by
22 counsel. Are there any objections to the admission of
23 those two exhibits? Hearing none, they are so admitted.

24 (STAFF'S EXHIBITS 228 AND 263 WERE RECEIVED
25 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

1 JUDGE HATCHER: Go ahead.

2 MR. STACEY: I also wanted to clarify for the
3 record that those are -- 228 and 263 are both public and
4 confidential with the same number.

5 JUDGE HATCHER: That's correct.

6 MR. STACEY: I tender the witness for
7 cross-examination.

8 JUDGE HATCHER: Thank you. That will go to
9 Mr. Clizer.

10 MR. CLIZER: Good morning, Mr. Fortson.

11 THE WITNESS: Morning.

12 CROSS-EXAMINATION

13 BY MR. CLIZER:

14 Q. I'd like to start off rather basic. Are you
15 familiar with the principle of cost causation?

16 A. I am.

17 Q. I'd like to quote for you from a book titled
18 Energy Utility Rate Setting by Lowell E. Alt, Jr. Cost
19 causation is a principle that costs should be borne by
20 those who cause them to be incurred.

21 A. Yes.

22 Q. Do you believe that that's an accurate
23 representation of the cost causation principle?

24 A. I do.

25 Q. And you would agree with me that that's a

1 principle that Missouri -- that this Commission has
2 ascribed to?

3 A. Yes.

4 MR. CLIZER: I'd like to mark another exhibit.
5 This should be 333.

6 JUDGE HATCHER: So marked.

7 MR. CLIZER: Now, Your Honor, before I go any
8 further on this I want to explain something. This
9 exhibit, which I intend to ultimately introduce, is the
10 data response the OPC received from Evergy in a prior
11 case. The response itself, which is what I intend to
12 cross Mr. Fortson on, is just the first page with the
13 associated verification. The response included three
14 attachments. I do not intend to cross Mr. Fortson on
15 the attachments, nor did I intend to offer them.
16 However, I did not want to be accused of not including
17 viable information. I also did not want to be accused
18 of trying to shoehorn in information that I was not
19 crossing on. Therefore, I have given the attachments,
20 which I will note two of which are confidential, and I
21 will then when I move to admit this offer them at the
22 Commission's discretion, but I'll get to that in a
23 second. I just wanted to attempt to explain that.

24 As far as I'm concerned though, the document
25 that I am questioning on is the two-page item that I

1 handed out, and with that I will proceed.

2 BY MR. CLIZER:

3 Q. Mr. Fortson, are you familiar with this
4 document?

5 A. I have reviewed this document before.

6 Q. You would agree with me that this was a data
7 response that the OPC received from Evergy Missouri?

8 A. Yes.

9 Q. You would agree with me that the question
10 posed was to provide all documentation regarding the
11 initial decision to enter into the contracts for hydro
12 power?

13 A. Yes.

14 Q. Now, I don't want to read this entire document
15 into the record for everyone's sanity. Can you please
16 just simply review the response. You don't have to
17 review the attachment obviously, just the response here
18 for a moment. Tell me when you've sufficiently reviewed
19 it.

20 A. I think I'm good to proceed.

21 Q. You would agree with me based on this response
22 that Evergy Metro entered into the -- what's the full
23 name of the PPA? Central Nebraska Irrigation -- I'll
24 just say it, the CNPPID hydro PPA in order to meet
25 renewable standards imposed by the state of Kansas?

1 A. That is my understanding.

2 MR. CLIZER: All right. As I said before, I
3 would like to offer Exhibit 333. By "offer," I mean
4 specifically the two pages that make up the initial
5 response and the attachment. I leave at the
6 Commission's discretion whether they would like to
7 include the attachments, two of which again I will note
8 are confidential. I am not requesting that they be
9 admitted but am including them in the event that any
10 party felt they were necessary.

11 JUDGE HATCHER: Are there any objections or
12 input to the Commission receiving Exhibit 333 into
13 evidence?

14 MR. CLIZER: As far as title goes, I would
15 offer OPC DR 8002.

16 MR. STEINER: Just so I'm clear, John, it's
17 the two-page document with the verification. This is
18 what you're offering, not all this?

19 MR. CLIZER: Correct. I did not cross him on
20 the remainder although I wanted to include it in case
21 somebody felt the rule of complete evidence required it
22 to be included.

23 MR. STEINER: I don't have any objection, Your
24 Honor, for the three page.

25 JUDGE HATCHER: Would your objection change if

1 the Commission said its preference would be for the
2 entirety?

3 MR. STEINER: I just really hadn't had a
4 chance to look at it. My eyes glaze over when I look at
5 it. I could scan this one quickly. I couldn't scan
6 this one quickly.

7 MR. CLIZER: If I may propose a suggestion.
8 Since there's no objection to the admission of at least
9 the two pages, can that be admitted and then the latter
10 part treated effectively as a late-filed exhibit and
11 given I believe you said Wednesday after next time to
12 object? OPC has no problem with that.

13 JUDGE HATCHER: That's a good idea. Let's
14 handle that that way. I think all of our eyes a little
15 crossed at this moment. To let everyone know, I have
16 not looked at whatever information is in the
17 attachments. I have no idea -- my question -- my
18 request is based in the fact that I typically get asked
19 for an entire document that there is opposition to
20 receiving only a page of a thing.

21 I'm not sure how far that ideology extends, if
22 it's just the two pages, or there does seem to be some
23 information in there. I will do my best to find out if
24 I do have any requests, and I will email that to the
25 parties if we can keep it with just the two pages.

1 MR. CLIZER: To be clear, I was attempting to
2 respect that. I just didn't also want to be accused of
3 shoehorning in information that wasn't crossed. I will
4 continue my cross.

5 JUDGE HATCHER: I understand your concern that
6 was raised earlier in this hearing. Are there any
7 objections to the admission of Exhibit 333 which is the
8 data response two pager, two pages of Data Response 8002
9 with the attached verification of response?

10 MR. STACEY: No, Your Honor.

11 JUDGE HATCHER: Hearing none, it is so
12 admitted.

13 (OPC EXHIBIT 333 WAS RECEIVED INTO EVIDENCE
14 AND MADE A PART OF THIS RECORD.)

15 MR. CLIZER: I apologize because I'm about to
16 ask to mark another exhibit.

17 JUDGE HATCHER: I am going to hold off on the
18 attachments to Exhibit 333 and I will follow up with an
19 email to the parties if the Commission does request that
20 to be an exhibit. Go ahead with your next exhibit,
21 Mr. Clizer.

22 MR. CLIZER: It should be 334.

23 JUDGE HATCHER: So marked.

24 BY MR. CLIZER:

25 Q. Mr. Fortson, are you familiar with this

1 document?

2 A. I have reviewed it before, yes.

3 Q. You would agree with me that this is the
4 response to an OPC data request filed in the last rate
5 case?

6 A. It is.

7 Q. You would agree with me that the attachment
8 includes the actual contract between Evergy Metro and
9 the Central Nebraska Public Power and Irrigation
10 District?

11 A. Yes.

12 Q. And just for the record, I will note that the
13 contract is signed with Kansas City Power & Light
14 Company. You would agree with me?

15 A. Yes.

16 Q. And I know we said this earlier, but just for
17 the sake of the record that is the former entity now
18 formerly known as Evergy Metro, correct?

19 A. Yes.

20 MR. CLIZER: Your Honor, I am going to ask a
21 question related to the section of this contract. The
22 contract has been marked as confidential. However, in
23 discussions with Evergy counsel, the section I'm going
24 to read counsel has acquiesced that it is not
25 confidential, that small section, if you follow me.

1 MR. STEINER: I think you're asking about the
2 term and that can go on without being in camera. Are
3 you going to make this a confidential exhibit, John?

4 MR. CLIZER: It was my intention to introduce
5 it and I will ask that it be marked as a confidential
6 exhibit to preserve its latency confidential nature.

7 MR. STEINER: Okay.

8 JUDGE HATCHER: Are there any objections --
9 I'm sorry. Did you move?

10 MR. CLIZER: I hadn't moved but since we're
11 there, I guess I'll just go ahead and move.

12 JUDGE HATCHER: I'll make this very clear on
13 the record. Are there any objections to the admission
14 of Exhibit 334 marked in its entirety as confidential?

15 MR. STACEY: No objections from staff, Your
16 Honor.

17 JUDGE HATCHER: Hearing none, it is so
18 admitted.

19 (OPC'S EXHIBIT 334 WAS RECEIVED INTO EVIDENCE
20 AND MADE A PART OF THIS RECORD.)

21 JUDGE HATCHER: How the Commission will handle
22 this is there will be two 334s. One will be named the
23 public version which will show that it is confidential.

24 BY MR. CLIZER:

25 Q. Mr. Fortson, turning to page 14 of the

1 attachments?

2 A. Okay.

3 Q. And under the section labeled 3.01.01 labeled
4 Term, starting at the second full sentence you would
5 agree with me that the term of this agreement shall
6 begin on January 1, 2014, at 12:01 a.m. CPT, and shall
7 remain in full force and effect until 11:59 p.m. CPT on
8 December 31, 2023?

9 A. Yes.

10 Q. Now, you would agree with me that under
11 Missouri law an electric utility is required to return
12 to the Commission for a rate case every four years in
13 order to maintain its FAC, correct?

14 A. Correct.

15 Q. You would agree with me that the general
16 operating standard of the Commission staff when, for
17 example, choosing amortizations is to assume that
18 electric utilities will stay out over a four-year
19 period, correct?

20 A. I believe so, yes.

21 Q. If this contract is included in rates, you
22 would agree with me that it will end before the
23 expiration of a four-year period, correct?

24 A. Correct.

25 Q. You would agree with me that if it ends before

1 the expiration of a four-year period and is included in
2 rates, the company will collect money that it is no
3 longer incurring, correct?

4 A. I believe that's correct.

5 Q. I'm going to move on. I think I have one last
6 line of questioning. I'm going to ask you a couple
7 questions regarding settlement. I want to make this
8 very clear I am not asking you any questions related to
9 any particular settlement negotiation. If for whatever
10 reason you think that I'm getting into a particular
11 settlement negotiation, please do not answer. Those are
12 privileged. Please do not provide any response as to a
13 particular settlement. I am going to keep things
14 general. Do you follow me?

15 A. Yep.

16 Q. Have you been engaged in or at least
17 participated during settlement negotiations?

18 A. I have.

19 Q. Are you generally familiar with the concept of
20 a black box settlement?

21 A. I am.

22 Q. Can you please provide a brief description of
23 what a black box settlement is in your terms?

24 A. Sure. In general it would be an agreement
25 typically to a number that doesn't explicitly state how

1 each party got to that number.

2 Q. Have you in general referred settlement
3 agreements entered into by parties before this
4 Commission?

5 A. Say that again. I'm sorry.

6 Q. Have you in general reviewed settlement
7 agreements entered into by parties before this
8 Commission?

9 A. Yes.

10 Q. Would you agree with me that it is a general
11 provision of settlement agreements that the issues
12 decided -- that only the issues decided by a settlement
13 agreement are binding on parties and issues not
14 addressed are not?

15 A. I would agree.

16 Q. From your personal perspective, if you were
17 responsible for settling cases, would you feel
18 comfortable entering into settlement agreements in
19 future if the Commission were to determine that items
20 that had been black boxed were, in fact, actually
21 decided in future cases?

22 A. Personally I would feel very uncomfortable
23 doing that.

24 MR. CLIZER: I have no further questions.
25 Thank you.

1 JUDGE HATCHER: Thank you. That will take us
2 to Mr. Opitz.

3 MR. OPITZ: No, thank you, Your Honor.

4 JUDGE HATCHER: And Everyg.

5 MR. CLIZER: Your Honor, I apologize. While
6 they're in the process, did I offer 334? Was it
7 admitted?

8 JUDGE HATCHER: Yes.

9 MR. CLIZER: I thought it was. I wanted to
10 double check that. I apologize for interrupting.

11 JUDGE HATCHER: I would also like to note for
12 the record we have 100 percent attendance by the
13 Commissioners again. Commissioner Scott Rupp has
14 joined. Is there any cross from the company?

15 MR. STEINER: I'm sorry. Were you waiting on
16 me?

17 JUDGE HATCHER: I saw that you were
18 consulting.

19 MR. STEINER: I apologize. Yes.

20 JUDGE HATCHER: Go ahead.

21 MR. STEINER: Good morning.

22 THE WITNESS: Morning.

23 CROSS-EXAMINATION

24 BY MR. STEINER:

25 Q. Mr. Fortson, has the hydro contract been

1 **FAC?**

2 A. I'm not sure I followed your question.

3 Q. I'm not sure I did either. We'll go on. You
4 spoke about black box settlement. Again, I don't want
5 to get into specific settlement negotiations. But after
6 a black box settlement, wouldn't there have to be -- in
7 a rate case, wouldn't there have to be an FAC tariff and
8 that would have a base factor that comes out of the
9 settled rate case?

10 A. There would be an agreed to base factor that
11 would be in the tariff sheet.

12 Q. And wouldn't there be a calculation to support
13 that base factor?

14 A. I would say I believe there typically is, but
15 there doesn't have to be.

16 Q. Well, then how does that get set?

17 A. So I think just like with anything in a case
18 you can black box to a base factor number.

19 Q. So to your knowledge, was that base factor
20 included in that black box settlement agreement?

21 A. From 2018?

22 Q. Correct. The stipulation marked 332 that you
23 were discussing earlier.

24 A. Can you repeat that one more time.

25 Q. Was the black box settlement -- I think you

1 testified that the base factor could be in that black
2 box settlement. Was that included in that stipulation?

3 A. I can't say for sure, but I would assume there
4 was a base factor that came out of that agreement.

5 Q. Right. You need that base factor in order to
6 get the FAC tariff after the case is concluded, right?

7 A. Right.

8 Q. And there would be calculations somewhere to
9 support that base factor?

10 A. Parties could have workpapers to support
11 calculations of a base factor, but I can't speak
12 specifically to how that base factor was calculated in
13 that case.

14 Q. Well, I can hand you that exhibit, that
15 stipulation that you reviewed. Could you point out to
16 me where that base factor has been stipulated to?

17 A. If you can provide it. I don't have it.

18 MR. STEINER: Sure. Can I approach, Your
19 Honor? I'm handing him exhibit -- what's been marked by
20 Public Counsel Exhibit 332.

21 THE WITNESS: You wanted me to find the base
22 factor that was included?

23 BY MR. STEINER:

24 Q. Please.

25 A. Would it be possible to -- okay. Yeah, on

1 page 7 it does explicitly state which base factors would
2 be used.

3 Q. Okay. I'll just take that back.

4 A. Okay.

5 Q. Thanks. Let's go to your surrebuttal
6 testimony, please.

7 A. Okay.

8 Q. Could you go to page 12?

9 A. I'm there.

10 Q. And do you see where you're discussing the
11 company's last rate case and you say the company agreed
12 to exclude the costs and revenues associated with the
13 hydro PPA from the company's FAC calculations?

14 A. That is my testimony, yes.

15 Q. And then on line 7 to 9 you state that the
16 stipulation removed costs and revenues associated with
17 the hydro PPA from the company's FAC?

18 A. Yes.

19 Q. And you say it was silent on further cost
20 recovery?

21 A. Yes.

22 Q. Then at lines 10 and 11 you indicate that
23 staff did not include the costs and revenues associated
24 with the hydro PPA in its calculation of Evergy Missouri
25 Metro's variable purchased power expense in the rate

1 case. Do you see that?

2 A. I do.

3 Q. And the calculation of variable purchased
4 power expense that you referenced, is that the
5 calculation of the company's base rates?

6 A. The base fuel rates.

7 Q. Base fuel rates. Okay. So where would I find
8 in your testimony the reason for this removal?

9 A. I think in that -- previously in that
10 paragraph the staff's understanding that this PPA is not
11 needed to meet Missouri RES. It was as previously
12 stated entered into for Kansas RES. So those were
13 reasons that staff used to justify excluding those costs
14 and revenues.

15 Q. Okay. Were those the only reasons?

16 A. I mean, I didn't go further into it. Whether
17 it goes without saying or not, it's not needed to meet
18 Missouri RES. It was entered into to meet Kansas RES.
19 So staff in its review found no benefits to Missouri
20 customers for this PPA.

21 Q. But I thought you testified earlier that you
22 agree that the PPA was serving Missouri customers?

23 A. Serving customers, but that doesn't lead
24 directly to benefits for those customers.

25 Q. If it's used to serve customers, then the

1 customers should pay for the costs of the PPA and the
2 associated revenues should be offsetted from those
3 costs.

4 A. It was entered into for Kansas customers. If
5 it is being used to serve Missouri customers, if the
6 costs are exceeding revenues, there's no benefit. And
7 the PPA is not needed to serve Missouri customers. If
8 it's being used to serve customers, it does not need to
9 be used to serve Missouri customers.

10 Q. But you did agree that it has been used to
11 serve Missouri customers. Shouldn't the costs be
12 included in what the company has to recover from
13 customers?

14 MR. STACEY: Objection, asked and answered.

15 JUDGE HATCHER: Maybe rephrase.

16 BY MR. STEINER:

17 Q. Mr. Fortson, since you removed the costs and
18 revenues from the hydro PPA from base rates, did you
19 replace it with any costs and revenues for energy needed
20 to serve Metro's customers in the absence of that hydro
21 PPA?

22 A. I can't specifically speak to staff's fuel
23 model, but I don't believe there was a replacement nor
24 do I think there's a need for a replacement if the PPA
25 is not needed to meet customer load in Missouri.

1 **Q. But you did testify it was actually serving**
2 **load?**

3 MR. STACEY: Objection, asked and answered.

4 JUDGE HATCHER: I'm going to allow it.

5 BY MR. STEINER:

6 **Q. So if it is serving load, then shouldn't there**
7 **be something in the FAC RES rates that compensates the**
8 **company for this use to serve load?**

9 A. The PPA is not needed to serve load. If the
10 company chooses to serve Missouri customers with that
11 PPA, that's their choice, but it's not needed to serve
12 Missouri customers.

13 **Q. So if customers are being served whether the**
14 **company chooses or not to use the PPA but, in fact, they**
15 **are, the company should just be out of luck as far as**
16 **recovering the costs of that contract?**

17 A. The customers are currently out of luck paying
18 for when the costs exceed the revenues for this PPA.

19 **Q. Fuel prices have been going up. Is the hydro**
20 **PPA ever in the money?**

21 A. At the contract price as currently set, I
22 doubt it. If it is, it will be very seldom.

23 **Q. Okay. Would you agree that by staff removing**
24 **the costs and revenues from the hydro PPA from the base**
25 **rates that you've turned this PPA into a non-regulated**

1 **contract because customers are no longer paying for it?**

2 A. I'm not sure I follow that.

3 MR. STACEY: Objection. Calls for a legal
4 conclusion.

5 JUDGE HATCHER: I'm going to allow it.

6 THE WITNESS: Can you repeat it or restate it?

7 BY MR. STEINER:

8 Q. **Would you agree that staff of the Commission**
9 **has turned the hydro PPA into a non-regulated contract**
10 **because it's removed the costs and revenues and**
11 **customers are not paying for it under staff's proposal?**

12 A. I don't think I would. I mean, it would still
13 be -- it could be recovered from Kansas customers and be
14 a regulated contract.

15 Q. **But as far as serving Missouri customers, it**
16 **would be a non-regulated PPA?**

17 A. It's difficult for me to agree with that if
18 we're ultimately just saying it should be regulated in
19 Kansas and not used to serve Missouri customers.

20 Q. **Just a moment, Your Honor. Mr. Fortson, does**
21 **the staff or the Public Service Commission determine**
22 **what gets regulated by the Kansas Corporation**
23 **Commission?**

24 A. No.

25 Q. **Just going back to -- I agree this is a**

1 repeat, but you did say initially that the contract,
2 hydro PPA contract does serve Missouri customers. Why
3 should customers get the mW for something that customers
4 aren't paying for?

5 A. So first to clarify, I would say that I
6 believe it can be used to serve Missouri customers just
7 to clarify that. And then can you repeat that second
8 part of your question?

9 Q. If it does get used to serve Missouri
10 customers, to me customers aren't paying for it. So why
11 should they get those mW if they're not paying for it?

12 A. You mean if they're not paying for it based
13 off staff's recommendation?

14 Q. Staff took the costs and revenues out. To me
15 that means they're not paying for it.

16 A. So the company can choose to not serve
17 Missouri customers with that PPA and serve Kansas
18 customers within.

19 MR. STEINER: I think that's all I have.
20 Thank you.

21 JUDGE HATCHER: Are there any Commissioner
22 questions for Mr. Fortson? And a reminder if you're on
23 the phone, it is *6 to unmute. Any Commissioner
24 questions? The bench does have --

25 COMMISSIONER HOLSMAN: No questions, Judge.

1 JUDGE HATCHER: Thank you, Commissioner
2 Holsman. The bench does have a couple questions.

3 QUESTIONS

4 BY JUDGE HATCHER:

5 Q. Evergy's contract extends to 2023 and staff's
6 recommendation is to remove it from the base rates. How
7 do you propose that the company end that contract?

8 A. I don't think they need to end that contract.
9 I think they can still adhere to that contract by
10 serving Kansas customers through that contract.

11 Q. Okay. What if this was a utility that did not
12 have a second jurisdiction to say go collect from those
13 customers and they purchased a PPA that later in its
14 term appears to be quite uneconomical. Would staff's
15 recommendation be the same?

16 A. I don't know if it would be the same. I think
17 it could be very similar. As a part of my direct
18 testimony, I think that gets to your example of -- I
19 testified to other PPAs that Evergy has currently
20 contracted with. And many of those have costs that
21 exceed revenues. So staff recommended in this case a
22 provision for going forward and how those costs would be
23 recovered. So I think it would be case by case and
24 there are different provisions that any party could
25 recommend but that staff would likely recommend to try

1 and minimize the costs that have been recovered by
2 customers for non cost effective PPAs.

3 Q. I'd like to follow up on a question by
4 Mr. Clizer. He asked you about the timing of the
5 expiration of this contract that it expires in 2023,
6 which will be outside of the test year which means that
7 if the company does not come in quite quickly for a
8 general rate case that if this is included in base rates
9 it will continue after the expiration of the contract.
10 Can you tell me does that violate any law?

11 A. I do not know.

12 JUDGE HATCHER: Okay. I understand that was a
13 legal question. Thank you all for not objecting and
14 making me overrule myself. That will take us back to
15 recross and then finally redirect. Mr. Clizer.

16 RECCROSS-EXAMINATION

17 BY MR. CLIZER:

18 Q. You were asked a question from the bench
19 regarding what if this was a company without a second
20 jurisdiction which is slightly concerning to me.
21 Staff's recommendation in this case is based on the fact
22 the company entered into this PPA to serve Kansas,
23 correct?

24 A. Correct. And then that's, if I may, that's
25 why I tried to kind of qualify that that it would be

1 case by case, but in this particular instance our
2 recommendation was based off the signing of the contract
3 for Kansas RES requirement.

4 Q. If Evergy didn't have a second jurisdiction,
5 they would not have entered into this PPA at all,
6 correct?

7 A. Very likely would not have.

8 Q. To your knowledge, they can fully recover the
9 cost of this PPA in Kansas, correct?

10 A. That's my understanding.

11 MR. STEINER: I'm going to object. Calls for
12 speculation.

13 JUDGE HATCHER: Overruled. I'll allow it.

14 MR. CLIZER: I think the witness answered it,
15 but for the sake of the record I probably should repeat,
16 I guess.

17 JUDGE HATCHER: Go ahead.

18 THE WITNESS: My response was -- repeat your
19 question again.

20 MR. CLIZER: Oh, dear. Now I can't remember
21 the question.

22 JUDGE HATCHER: The exchange was paraphrased
23 they can recover in Kansas. Answer. Yes, that was his
24 understanding.

25 THE WITNESS: Yes, thank you.

1 JUDGE HATCHER: Sorry to speak over everyone.

2 Go ahead.

3 MR. CLIZER: No, thank you. That saved me the
4 trouble of remembering. That was my only question. So
5 I'm done. Thank you.

6 JUDGE HATCHER: Mr. Opitz.

7 MR. OPITZ: No, thank you, Your Honor.

8 JUDGE HATCHER: Everyy.

9 MR. STEINER: None.

10 JUDGE HATCHER: And staff.

11 MR. STACEY: Just a couple questions, Your
12 Honor.

13 JUDGE HATCHER: Go ahead.

14 REDIRECT EXAMINATION

15 BY MR. STACEY:

16 Q. Just to clarify. If the contract is no longer
17 applicable or renewed, would hydro be within the rate
18 base?

19 A. I'm sorry. Can you say that one more time?

20 Q. If the Commission orders it to include the
21 hydro but the contract is no longer renewed, would that
22 still be in the rate base after or within this case?

23 A. It's my understanding it would be.

24 Q. Now, you've seen Exhibit 332?

25 A. Is that the stipulation?

1 Q. Correct.

2 A. I don't have it.

3 Q. The non-unanimous partial stipulation and
4 agreement.

5 A. I'm aware of it.

6 Q. And page 7?

7 A. I'm there.

8 Q. Now, those numbers, they're included in the
9 black box; is that correct?

10 A. Correct. That's how I understand it, yes.

11 Q. Can you define basic rates?

12 A. Basic rates or base rates?

13 Q. Base rates, sorry.

14 A. Base rates. In general or high level, I would
15 say base rates are the rates charged to customers on
16 their bills.

17 Q. Can you define what basic fuel rates are?

18 A. Base fuel would be the amount of fuel within
19 the base rates that was set at a normalized level for
20 the company to recover.

21 Q. For the Commission, can you define what in the
22 money means?

23 A. Simply put, I would say revenues exceeding
24 costs.

25 Q. Are we regulating the hydro contract by

1 **excluding it?**

2 A. I don't believe so.

3 **Q. Are you -- excuse me. Are you aware of the**
4 **renewal period for the hydro contract?**

5 A. I believe I've seen that somewhere, yes, I
6 believe so.

7 **Q. Do you know if it's been renewed?**

8 A. I do not know if it's been renewed. I've not
9 heard that it has or what the status of any renewal
10 would be.

11 MR. STACEY: No further questions, Your Honor.

12 JUDGE HATCHER: Thank you. That will excuse
13 Mr. Fortson from the stand. We are going to take a
14 break. It is 10:12. Please be back here at 10:30.
15 10:30.

16 MR. STACEY: Your Honor, can Mr. Fortson be
17 released subject to recall on the PISA issue and remind
18 him he's still under oath?

19 JUDGE HATCHER: Yes.

20 (Witness excused.)

21 JUDGE HATCHER: We are at recess and off
22 record.

23 (Recess from 10:12 a.m. to 10:30 a.m.)

24 JUDGE HATCHER: Let's come to order and go
25 back on the record, the time of recess having expired.

1 Were there any more staff witnesses?

2 MR. STACEY: Yes, Your Honor.

3 JUDGE HATCHER: Go ahead.

4 MR. STACEY: Yes, Your Honor. Staff calls
5 Shawn Lange.

6 JUDGE HATCHER: Mr. Lange, please come on down
7 to the witness stand. Mr. Lange, remind me, have you
8 testified in this case already?

9 THE WITNESS: No, sir.

10 JUDGE HATCHER: Do you solemnly swear or
11 affirm that the testimony you are about to give in this
12 matter is the truth, the whole truth, and nothing but
13 the truth?

14 THE WITNESS: I do.

15 JUDGE HATCHER: Thank you. Please have a
16 seat. Mr. Stacey, your witness.

17 MR. STACEY: Thank you, Your Honor.

18 SHAWN LANGE,
19 having been first duly sworn, was examined and testified
20 as follows:

21 DIRECT EXAMINATION

22 BY MR. STACEY:

23 Q. Would you please state and spell your name
24 for the record?

25 A. My name is Shawn, S-h-a-w-n, middle initial E,

1 Lange, L-a-n-g-e.

2 Q. By whom are you employed?

3 A. I am employed by the Missouri Public Service
4 Commission.

5 Q. What is your position there?

6 A. I'm a Senior Professional Engineer.

7 Q. Have you prepared and filed testimony in this
8 proceeding?

9 A. I have.

10 Q. Specifically direct testimony on June 8, 2022,
11 as set forth in Exhibit 216?

12 A. Yes.

13 Q. Rebuttal testimony public and confidential
14 filed on July 13, 2022, as Exhibit 244?

15 A. Yes.

16 Q. And surrebuttal testimony on August 16, 2022,
17 as Exhibit 266 public and confidential?

18 A. Yes.

19 Q. Do you have any changes or corrections to make
20 to any of those documents set forth in Exhibits 216,
21 244, or 266?

22 A. Not to my knowledge, no.

23 Q. If I were to ask you the same questions on
24 those documents today, would your answers be the same?

25 A. Yes.

1 **Q. Are those answers true and correct to the best**
2 **of your knowledge and belief?**

3 A. Yes.

4 MR. STACEY: Your Honor, I offer Exhibits 216,
5 244 public and confidential, and 266 public and
6 confidential to be admitted into evidence.

7 JUDGE HATCHER: You've heard the motion by
8 counsel. I will combine all of the requests into one.
9 Are there any objections to the admission of the
10 aforementioned exhibits? Hearing none, they are so
11 admitted.

12 (STAFF EXHIBITS 216, 244, AND 266 WERE
13 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

14 JUDGE HATCHER: Go ahead.

15 MR. STACEY: Thank you, Your Honor. Staff
16 tenders this witness for cross-examination.

17 JUDGE HATCHER: Thank you. That will take us
18 to Mr. Clizer for cross-exam.

19 MR. CLIZER: Your Honor, I would like to mark
20 another exhibit. This should be the last one of the day
21 for me. It should be 335 by my count.

22 JUDGE HATCHER: So marked.

23 MR. CLIZER: I'm standing up to disperse.

24 JUDGE HATCHER: Before we go on, just a heads
25 up, Mr. Clizer. This is one I'm going to get in trouble

1 for, because it's just a single page. If you can
2 describe what the single page is, I'm just reading off
3 of the bottom. It concerns me that it's a part of a
4 larger document. I'll stop there and let you go ahead.

5 MR. CLIZER: I'm actually not aware of that.
6 Let's dig into that a bit. Let's start -- good morning,
7 Mr. Lange.

8 THE WITNESS: Good morning.

9 CROSS-EXAMINATION

10 BY MR. CLIZER:

11 **Q. Can you identify what this is?**

12 A. This looks to be my workpaper. This is the
13 variable fuel and purchased workpaper for surrebuttal.

14 **Q. I believe it is surrebuttal.**

15 A. True-up. Let me verify. I have them here.

16 JUDGE HATCHER: If I could ask everyone, both
17 the witness and Mr. Clizer to move the microphones,
18 please.

19 MR. CLIZER: Thank you so much. I apologize.

20 THE WITNESS: This looks like my surrebuttal
21 workpaper.

22 BY MR. CLIZER:

23 **Q. These are the workpapers that you prepared for**
24 **surrebuttal related to the fuel run performed by staff**
25 **for Evergy Metro; is that correct?**

1 A. Correct.

2 **Q. Okay. Now, this was just approached to me and**
3 **I honestly was not aware of this. Are there additional**
4 **pages to this document?**

5 A. The way the spreadsheet is set up there are
6 additional print areas; but as far as information in
7 those print areas, there isn't any additional
8 information, if that makes any sense.

9 MR. CLIZER: I have no problem, by the way, if
10 the Commission later seeks to cure or anything. It was
11 not my intention to exclude information. All right.
12 This document has been marked confidential and I am
13 requesting clarification from Evergy regarding the
14 extent to which I can cross. If necessary, I will
15 attempt to avoid any confidential information to avoid
16 having to go in camera.

17 BY MR. CLIZER:

18 **Q. Mr. Lange, I'm going to ask you some**
19 **questions, and my questions will be related exclusively**
20 **to the column labeled mWh at the top. Please do not**
21 **reference anything related to the prices on this page as**
22 **that is confidential. For any reason we get into that,**
23 **please do not reference those pages. Judge --**

24 JUDGE HATCHER: The first MWH column is what
25 you're requesting, not the third is \$/MWH?

1 MR. CLIZER: Correct, yes. I apologize. Yes,
2 it is the first column labeled just MWH.

3 JUDGE HATCHER: Go ahead.

4 BY MR. CLIZER:

5 Q. For the record, mWh would be megawatt hours,
6 correct?

7 A. Correct.

8 Q. All right. So if you could find the row
9 labeled Total Resource Cost on this workpaper. It's
10 about I'd say three-quarters of the way down the page.

11 A. Yes.

12 Q. You would agree with me that that is what this
13 model has determined to be the total amount to be sold
14 into the SPP market, correct?

15 A. That is what has been modeled as being sold
16 into the SPP market over the period that was looked at,
17 yes.

18 Q. Correct. And the row below it, EMM Load, just
19 for clarification EMM would be Evergy Missouri Metro,
20 correct?

21 A. That is actually Evergy Metro total load.

22 Q. Okay. So that line designates Evergy Metro's
23 total load both Missouri and Kansas?

24 A. Correct.

25 Q. Now, under the Total Resource Cost, and I'm

1 going to round up, we see -- actually I'm going to round
2 down for the sake of ease, 21 million mWh rounding down,
3 correct?

4 A. Correct.

5 Q. And under the total Evergy Metro load we see
6 15 million mWh again rounding down to the nearest
7 million, correct?

8 A. Correct.

9 Q. And if I go below and I see the net non-firm
10 purchase within SPP, that's rounding down at 6 million,
11 correct?

12 A. Correct.

13 Q. And that designates or rather identifies that
14 Evergy's available generation exceeds their load
15 requirement by 6 million mWh again rounding down,
16 correct?

17 A. I would say Evergy's generation as dispatched
18 in the model exceeds their load as shown in the model by
19 that much.

20 Q. Fair enough. Thank you. Moving up at Total
21 Owned Generation we see that that is 16 million, again
22 rounding down to the nearest million, correct?

23 A. Yes.

24 Q. And I don't want to try and paraphrase what
25 you just said, but you would agree with me that looking

1 at just their owned generation, Evergy Missouri exceeds
2 their load as modeled, and again reflecting however you
3 want to explain that.

4 A. As staff modeled it, yes.

5 Q. Now, if I find the CNPPID hydro on this model,
6 it is shown in the collection of contract purchases,
7 correct?

8 A. Correct.

9 Q. And it is 300,000 mWh rounding down to the
10 nearest hundred thousandth, correct?

11 A. That is how staff modeled the amount of mWh,
12 yes.

13 Q. If that amount were removed from this model,
14 Evergy would still have load in excess of its -- sorry,
15 it would still have generation in excess of its load
16 requirements, correct?

17 A. As modeled, yes.

18 Q. The question was posed earlier to staff
19 witness Mr. Fortson by Evergy witness, and I'm going to
20 paraphrase here, about if staff removes the costs and
21 revenues from the PPA, doesn't the company need to be
22 compensated for the mWh being supplied to customers. As
23 I understand this, you would agree with me that the
24 company can fully remove the mWh being supplied to
25 Missouri customers at no detriment to Missouri

1 customers?

2 Let me back that up. You would agree with me
3 that the company can completely remove the hydro PPA mWh
4 and still have enough load or generation to meet its
5 load requirements?

6 A. As modeled, yes.

7 Q. As modeled. Does fuel and purchased power
8 costs -- You would agree with me that fuel and purchased
9 power costs decrease with the removal of the PPA,
10 correct?

11 Actually let me back that up and reclarify.
12 Apologies. You would agree with me that the fuel and
13 purchased power costs that you modeled would decrease
14 with the removal of the specific hydro PPA in question
15 here?

16 A. If you include it in totality and remove it,
17 yes, there is additional costs, fuel costs that are
18 removed.

19 MR. CLIZER: I have no further questions.
20 Thank you. I do move for the admission of 335 as a
21 confidential exhibit. Sorry. I would offer the title
22 workpapers -- I would offer the title surrebuttal fuel
23 run workpapers of Mr. Shawn Lange.

24 JUDGE HATCHER: You've heard the motion by
25 counsel. Does anyone object to the admission of Exhibit

1 335 both the public version which will state that the
2 exhibit in its entirety is confidential and the
3 confidential version which is the one-page circulated?

4 MR. STACEY: No objection from staff, Your
5 Honor.

6 JUDGE HATCHER: Hearing no objections, it is
7 so admitted. Go ahead.

8 (OPC EXHIBIT 335 WAS RECEIVED INTO EVIDENCE
9 AND MADE A PART OF THIS RECORD.)

10 MR. CLIZER: As I said before, I have no
11 further questions. Thank you.

12 JUDGE HATCHER: Let's go to Mr. Opitz.

13 MR. OPITZ: No, thank you, Your Honor.

14 JUDGE HATCHER: And the company.

15 MR. STEINER: Yes. Mr. Lange, good morning.

16 THE WITNESS: Good morning.

17 CROSS-EXAMINATION

18 BY MR. STEINER:

19 Q. Let's stay on confidential Exhibit 335.

20 A. Okay.

21 Q. Would you have prepared a similar EMS run in
22 the last rate case?

23 A. I did not prepare an EMS run. If you're
24 asking did I prepare another set of workpapers that
25 resemble this in the last rate case, yes.

1 Q. Do you recall if the hydro contract was
2 included in your EMS run in that case?

3 A. In the EMS run, I can't speak to the EMS run.

4 Q. In the document that you prepared.

5 A. In the document that I prepared, I believe it
6 was included in that case.

7 Q. And then this Exhibit 335, it reflects that
8 the hydro contract is removed from staff's case; is that
9 correct?

10 A. We removed the costs and revenues associated
11 with the contract or attempted to.

12 Q. And then Mr. Clizer was asking you about the
13 fact that Exhibit 335 shows that the company is long on
14 generation. Do you remember those questions from
15 Mr. Clizer?

16 A. I do.

17 Q. Is it possible that there are things that
18 would occur in the Southwest Power Pool that would take
19 the company from being in a long position to where the
20 company would need to purchase power?

21 A. There could be.

22 Q. Would one of those things be when SPP
23 experiences operating conditions where Evergy units may
24 not be dispatched?

25 A. I'm sorry?

1 **Q. Well, you said there could be instances where**
2 **the company would need to purchase and I was trying to**
3 **get some examples of that. Could it be time from the**
4 **company generating units would have D rates?**

5 A. There could be.

6 **Q. Or other -- What other instances would there**
7 **be where the Evergy units may not be dispatched?**

8 A. There could be transmission outages that,
9 congestion issues perhaps. There can be a lot of
10 different scenarios that could cause something like what
11 you were suggesting.

12 MR. STEINER: Thank you, Mr. Lange.

13 JUDGE HATCHER: That will take us to redirect.

14 MR. CLIZER: Does the bench have any
15 questions?

16 JUDGE HATCHER: I am skipping ahead. Are
17 there any Commissioner questions for Mr. Lange? All
18 right. Hearing none. The bench does not have any
19 questions. That will take us to redirect. Staff.

20 MR. STACEY: Thank you, Your Honor.

21 REDIRECT EXAMINATION

22 BY MR. STACEY:

23 **Q. Is Kansas and Missouri both modeled in your**
24 **fuel run?**

25 A. They are.

1 **Q. Is Everygy Metro's generation dispatched by**
2 **SPP?**

3 A. Yes.

4 **Q. Is the fuel model designed to dispatch based**
5 **on modeled market conditions?**

6 A. It is.

7 **Q. Are the possible future instances within the**
8 **test year that you just testified to?**

9 A. I'm sorry?

10 **Q. You testified to possible future instances.**
11 **Those aren't within the test year, correct?**

12 A. They are -- Well, I'm sorry. Are you asking
13 future instances of like we were discussing, the counsel
14 for Everygy, regarding what could occur that could cause
15 generation to not generate?

16 **Q. Right.**

17 A. We do model a certain level of forced outages
18 and planned outages in our fuel model. So we do take
19 into account some level of forced outage and planned
20 outage that we expect to occur on a normal basis.

21 **Q. Now, if congestion issues occurred, would the**
22 **Nebraska hydro benefit the grid for Missouri?**

23 A. I'm sorry. Can you -- congestion issues for
24 the Nebraska hydro benefit the grid?

25 **Q. If there's congestion issues other than with**

1 **the hydro, would the Nebraska hydro benefit the grid?**

2 A. The modeled costs for the hydro is in excess
3 of the revenues that we modeled for the hydro.

4 MR. STACEY: Nothing further, Your Honor.

5 JUDGE HATCHER: Thank you, Mr. Lange.

6 (Witness excused.)

7 JUDGE HATCHER: I believe that brings up
8 Office of the Public Counsel's next witness.

9 MR. CLIZER: Would you like me to call Ms.
10 Mantle to the stand? Never mind. I call Ms. Mantle to
11 the stand.

12 JUDGE HATCHER: And remind me you have not
13 testified in this? Thank you. Please your raise your
14 right hand.

15 Do you solemnly swear or affirm that the
16 testimony you are about to give is the truth, the whole
17 truth, and nothing but the truth?

18 THE WITNESS: Yes.

19 JUDGE HATCHER: Thank you. Please have a
20 seat. Mr. Clizer.

21 MR. CLIZER: Good morning, Ms. Mantle.

22 THE WITNESS: Good morning.

23 LENA MANTLE,
24 having been first duly sworn, was examined and testified
25 as follows:

1 DIRECT EXAMINATION

2 BY MR. CLIZER:

3 Q. Can you please state and spell your last name
4 for the record?

5 A. My name is Lena M. Mantle, M-a-n-t-l-e.

6 Q. And by whom are you employed and in what
7 capacity?

8 A. I'm employed by the Office of the Public
9 Counsel as Senior Analyst.

10 Q. Did you prepare or cause to be prepared
11 testimony in this case that has been premarked 300 for
12 the direct testimony on revenue requirement, 301 for the
13 direct testimony on rate design, 302 on the rebuttal
14 testimony both public and confidential versions, 303 for
15 the surrebuttal testimony, 304 for the true-up direct
16 testimony both public and confidential, and 305 on the
17 true-up rebuttal testimony?

18 A. Yes.

19 Q. Do you have any changes you need to make to
20 those testimonies?

21 A. No.

22 Q. If I were to ask you the same questions posed
23 in your testimony today, would your answers be the same
24 or substantially similar?

25 A. Yes.

1 Q. The answers you gave are true and correct to
2 the best of your knowledge and belief?

3 A. Yes.

4 MR. CLIZER: At this time, Your Honor, I would
5 offer Exhibits 300, 301, 302, 303, 304, 305. I can
6 relist what each of those are if necessary.

7 JUDGE HATCHER: You heard the motion of
8 counsel. As is my habit, I will combine all of those
9 questions into one. Are there any objections to the
10 admission of the aforementioned exhibits onto the
11 hearing record?

12 MR. FISCHER: Judge, we do have a motion to
13 strike pending on Exhibit 305, which is the true-up
14 rebuttal. I'll stand on the objection. It lists at the
15 bottom of page 2 the specific pages and lines that we
16 would object to.

17 JUDGE HATCHER: I recall that. I am prepared
18 to rule on that now. Mr. Clizer has graciously
19 responded in writing as requested by the Commission.
20 Thank you. Does the company have any response to
21 Mr. Clizer's response?

22 MR. FISCHER: We'll just stand on the
23 objection, Your Honor.

24 JUDGE HATCHER: Thank you. The objection is
25 overruled. The testimony is admitted.

1 (OPC EXHIBITS 300, 301, 302, 303, 304, AND 305
2 WERE RECEIVED INTO EVIDENCE AND MADE A PART OF THIS
3 RECORD.)

4 MR. CLIZER: I tender the witness for
5 cross-examination. Thank you.

6 JUDGE HATCHER: That will take us to staff.
7 Mr. Stacey.

8 MR. STACEY: Thank you, Your Honor.

9 CROSS-EXAMINATION

10 BY MR. STACEY:

11 **Q. Can you define base rates?**

12 A. Base rates are the rates that are determined
13 using the revenue requirements set in the case. So the
14 rates that are designed to collect the revenue
15 requirement.

16 **Q. Now, is the hydro PPA needed to meet Missouri
17 RES compliance?**

18 A. No. It cannot meet Missouri RES compliance
19 because the generators are 16 mW and Missouri statute
20 only allows generators less than 10 mW.

21 **Q. Can the hydro PPA be used to meet Missouri RES
22 compliance?**

23 A. No.

24 **Q. Now, is the hydro PPA needed to meet Evergy
25 Metro customer load?**

1 A. No.

2 **Q. Do you know if there are any benefits to**
3 **Missouri customers based on the Nebraska hydro PPA?**

4 A. No. There are no benefits that I can think
5 of.

6 MR. STACEY: Nothing further at this time,
7 Your Honor.

8 JUDGE HATCHER: Thank you. Mr. Opitz.

9 CROSS-EXAMINATION

10 BY MR. OPITZ:

11 **Q. Ms. Mantle, earlier this morning counsel for**
12 **the company asked staff's witness whether the hydro PPA**
13 **was in the money, and I can't remember his exact answer**
14 **but can you explain to me what in the money would mean**
15 **in the context of a PPA?**

16 A. In the money would mean that when it was run,
17 the cost for that mWh was less than the revenues
18 received from SPP for that mWh.

19 **Q. Have you done any analysis to determine**
20 **whether this PPA is in the money?**

21 A. Yes. I've looked at specifically the 12
22 months ending May 31, 2022, which was the true-up date
23 in this case.

24 **Q. And I guess so you looked at that. So was**
25 **this PPA in the money?**

1 A. No, it was not. The cost in those 12 months
2 was -- and I would give you the numbers but the reports
3 themselves are submitted as confidential.

4 **Q. Are those numbers in your testimony in this**
5 **case?**

6 A. No, they are not.

7 **Q. So these numbers are in the reports that are**
8 **filed where?**

9 A. These are in the FAC monthly reports that are
10 submitted to the Commission through EFIS.

11 **Q. I guess you're not able to answer because you**
12 **believe that information is confidential what you've**
13 **estimated the cost of this PPA is?**

14 A. I'm just being cautious because it is
15 confidential.

16 MR. OPITZ: It is confidential. I guess I'm
17 interested in hearing what her analysis was, Your Honor.
18 I know there was a day where we were reluctant to go in
19 camera, but I guess I'm interested in learning what that
20 analysis showed. So I guess I'd ask to go in camera so
21 we can learn that figure.

22 MR. CLIZER: Before we do that --

23 JUDGE HATCHER: Yeah. Please counsel go ahead
24 and consult. We'll stand at ease for a moment.

25 Let's see where we're at.

1 MR. CLIZER: They need a minute to confer.

2 JUDGE HATCHER: I'm sorry. We're still
3 consulting and still at ease.

4 MR. STEINER: Your Honor, I'm told the company
5 believes that the number would be confidential. So we
6 may have to go into in camera proceedings.

7 JUDGE HATCHER: Okay. I have made the
8 Commission's reluctance to go in camera which means out
9 of the public view earlier in this case. Mr. Clizer.

10 MR. CLIZER: I don't mean to get in between
11 anybody. I apologize. The numbers that I believe she
12 was planning to testify are included in a workpaper.
13 Can we late file the workpaper as a confidential exhibit
14 and would that be acceptable?

15 JUDGE HATCHER: I also have a potential
16 solution, Mr. Opitz, if you want to --

17 MR. OPITZ: That would be acceptable. I'd
18 prefer to know now, but that would be acceptable if
19 that's a solution.

20 JUDGE HATCHER: I think, and I'm guessing,
21 what Mr. Opitz is after is to establish on the record
22 that the costs exceed the revenues and you also want to
23 put a number on that.

24 MR. OPITZ: Yes. I mean, to the extent that's
25 what she was going to testify to.

1 JUDGE HATCHER: That's also my assumption. I
2 haven't heard any witnesses yet object that that is not
3 the case. So I was just offering that maybe that could
4 be the form of your question and that would get your
5 answer on the record and then as to the actual number
6 we'll look at that in a late-filed exhibit. I offer
7 that just as a solution.

8 MR. OPITZ: That's acceptable to me, Your
9 Honor.

10 JUDGE HATCHER: Okay. It's your witness. Go
11 ahead.

12 BY MR. OPITZ:

13 **Q. Ms. Mantle, do the costs of this PPA exceed**
14 **the revenues that come from the PPA?**

15 A. In every month in the true-up period ending
16 May 2022, the costs were greater than the revenues.

17 MR. OPITZ: Thank you. That's all the
18 questions I have, Your Honor.

19 JUDGE HATCHER: Thank you, sir. That takes us
20 to the company.

21 MR. STEINER: No, thank you.

22 JUDGE HATCHER: Thank you. We will ask the
23 Commissioners, and again for the record we do have all
24 five Commissioners in attendance today, are there any
25 Commissioner questions for Ms. Mantle?

1 COMMISSIONER HOLSMAN: No questions, Judge.

2 JUDGE HATCHER: Thank you, Commissioner.

3 Hearing none, the bench does have a few questions.

4 QUESTIONS

5 BY JUDGE HATCHER:

6 Q. I would like to refer you to your surrebuttal
7 testimony, please. I'm going to be asking about page 6,
8 lines 12 to 18.

9 A. Page 6, lines 12 through 18. I'm there.

10 Q. That testimony describes the hydro PPA entered
11 into by KCP&L, which we all understand to be Evergy
12 Metro's predecessor, and that it was entered into, that
13 contract, in 2014 to meet the renewable energy standards
14 which is the RES requirements of the state of Kansas.
15 Do you have evidence to support that statement?

16 A. That would be the -- I don't know for sure
17 what the exhibit number was. It would be the one that
18 had the two pages and then with the attachments that
19 were confidential, OPC Data Request 8002.

20 MR. CLIZER: For the record I have that as
21 333.

22 JUDGE HATCHER: Thank you. That matches my
23 records.

24 THE WITNESS: I would also say in the
25 confidential section there is a presentation provided

1 that presents it was from KCPL. The first page is
2 Kansas statute and then the next are that, yes. In the
3 DR response they didn't say who that was presented to or
4 the date, but it was provided with that DR and it does
5 discuss how it would meet the Kansas RES but could not
6 meet the Missouri RES.

7 Q. We're going to stay on that exhibit. Do you
8 recall that your surrebuttal testimony in the 2018 rate
9 case, which is file number ending in 0145, do you recall
10 that your surrebuttal testimony in that case included
11 Schedule LMM-S-4C which is a portion of KCP&L's response
12 to OPC's Data Request 8002 asking for all documentation
13 regarding its initial decision to enter into the hydro
14 contract?

15 A. Yes, and I have that testimony in front of me.

16 Q. Thank you. I'm sorry. That was leading into
17 my next question. Thank you. Would OPC be able to
18 provide your surrebuttal testimony in Case No.
19 ER-2018-0145 as an exhibit?

20 MR. CLIZER: We can make it a late-filed
21 exhibit, yes. It would be marked 336 by mine.

22 JUDGE HATCHER: We will follow the same
23 schedule for all other late-filed exhibits and we will
24 give the company or anyone else who has objections until
25 Wednesday. Those dates while we're talking about them I

1 think I said September 6 earlier. I would like to make
2 sure that that is corrected. I will issue a notice or
3 an order reciting these dates.

4 MR. CLIZER: Your Honor, the request is for
5 the surrebuttal testimony filed by Ms. Lena Mantle in
6 Case --

7 JUDGE HATCHER: 0145.

8 MR. CLIZER: Does in end in 0146? Did you
9 file the same testimony in both dockets?

10 THE WITNESS: Yes, it has both dockets on the
11 cover sheet.

12 JUDGE HATCHER: Excellent. I'll just take
13 one. It's a combined record for those listening that
14 may not be familiar that sometimes the parties will file
15 in a case like this where we have two actual separate
16 cases they will file one document with both case
17 identifiers on them. This is that case as well. This
18 is an example of that. So 336 will be the Commission
19 requesting Ms. Mantle's testimony from 0145, your
20 surrebuttal testimony.

21 Thank you. That's all the questions the bench
22 has. That takes us to recross-examination. That will
23 start with staff.

24 MR. STACEY: I think I just have one question,
25 Your Honor.

1 RE CROSS-EXAMINATION

2 BY MR. STACEY:

3 Q. What rows and columns of your workpapers you
4 just testified to would be applicable? Where would the
5 Commission look in those workpapers?

6 A. To find the costs and revenues of the hydro
7 PPA?

8 Q. Correct.

9 A. They are not in any current workpapers. I
10 think we're going to -- I guess maybe that's a good
11 place to stop. They aren't in my current workpapers. I
12 came up with those numbers earlier this week.

13 JUDGE HATCHER: Mr. Clizer.

14 MR. CLIZER: We had offered earlier when we
15 were having that back and forth about making a
16 late-filed exhibit. I will take that up at the end of
17 redirect just to save time.

18 MR. STACEY: No further questions, Your Honor.

19 JUDGE HATCHER: Thank you. Mr. Opitz.

20 MR. OPITZ: No, thank you, Your Honor.

21 JUDGE HATCHER: And Everyg.

22 RE CROSS-EXAMINATION

23 BY MR. STEINER:

24 Q. So it's not really redirect. Just wanted
25 clarification that this late-filed workpaper of the

1 costs of the hydro contract is something that you're
2 going to create. It's not something that exists today;
3 is that what I'm hearing?

4 A. It exists today. It just has not been
5 provided to any of the parties. I have the spreadsheet.
6 I just have not provided.

7 Q. It wasn't workpapers you used for the filing
8 of any of your testimony previously in the rate case; is
9 that correct?

10 A. I did not have these specific numbers in front
11 of me. I was aware that it was -- typically I believe
12 the only month that actually had revenues greater than
13 costs would have been February of 2021.

14 MR. STEINER: Okay. That's just trying to
15 understand what the workpapers are going to be. I'll
16 look at it when they get filed.

17 JUDGE HATCHER: I understand. I want to make
18 very clear for the record, because this does seem to be
19 a little off of what my understanding was at any rate,
20 this exhibit has not been admitted and is still open to
21 objections and will be decided on its admission at a
22 later time. But I do note Mr. Steiner's point that this
23 was prepared after your testimony in this case.

24 THE WITNESS: That is correct.

25 JUDGE HATCHER: And I heard your answer that

1 you did not have those numbers until then?

2 THE WITNESS: That is correct.

3 JUDGE HATCHER: Mr. Steiner, any further
4 recross-examination questions?

5 MR. STEINER: No, thank you.

6 JUDGE HATCHER: That takes us to redirect.
7 Mr. Clizer.

8 MR. CLIZER: You were asked -- good morning,
9 Ms. Mantle.

10 THE WITNESS: Good morning.

11 REDIRECT EXAMINATION

12 BY MR. CLIZER:

13 Q. You were asked a question from the bench
14 regarding the testimony you filed in the 2018 case.

15 A. Yes.

16 Q. Your understanding is the 2018 case was
17 settled by a stipulation, correct?

18 A. Correct.

19 Q. And with regard to the OPC's position in the
20 2018 case as it relates to the hydro PPA, how is your
21 position -- how did you understand the OPC's position
22 with regard to that stipulation?

23 A. The OPC's position was that the hydro PPA
24 costs were not included in revenue requirement and not
25 included in the FAC.

1 Q. You were asked a question by staff to define
2 base rates?

3 A. Yes.

4 Q. I'm going to hopefully make this not more
5 messy, but with regard to the FAC there's a net base
6 energy cost and a base factor. Now, the base rates you
7 were referring to was a different thing. Can you just
8 -- so that those three things are defined separately and
9 clearly, can you explain what each of those three are
10 and make sure there's no inner confusion?

11 A. I will try. We tried to come up with a better
12 term than base rates. Sometimes I call them permanent
13 rates just because they don't change between rate cases,
14 and those are rates that are set to recover the revenue
15 requirement. Part of the revenue requirement is fuel
16 and purchased power costs and other costs that are
17 included in the FAC. Those are normalized in a rate
18 case. They're included in the revenue requirement. And
19 they should be -- those costs and revenues that are
20 included in the revenue requirement that are part of the
21 FAC are used to calculate the base factor of the FAC and
22 the base factor is that cost, that normalized cost
23 that's included in revenue requirement, divided by the
24 normalized kWh for that case. So you get a cents or
25 dollars per kWh. That's your base factor. And going

1 forward, that's considered how much of that permanent
2 rates is paying for fuel in any given month. So you can
3 take the actual kWh, multiply it times the base factor
4 which is the dollar per kWh number, and you have the
5 amount that was collected to cover fuel and purchased
6 power FAC.

7 Now, outside of that we have the actual FAC
8 costs and revenues. What the FAC rate is based on is
9 the difference between that actual that was incurred and
10 what was paid through the permanent rates. And the
11 permanent rates is that -- or that amount is that base
12 factor times the kWh. So we have actual costs, we have
13 the costs that were included in the rates. The
14 difference between that, 95 percent of it is either
15 returned to the customers or collected from the
16 customers. I think I got all of your terms that you
17 asked for there.

18 **Q. Just to make sure, the net-based energy cost**
19 **is the cost of energy that is included as a component of**
20 **base rates that accounts for fuel?**

21 A. Fuel and revenues that are part of the FAC,
22 yes.

23 MR. CLIZER: Okay. I wanted to make sure that
24 those were clearly defined terms. Hopefully I haven't
25 created more confusion. I have no further redirect.

1 Thank you.

2 JUDGE HATCHER: Ms. Mantle, thank you very
3 much. You are excused.

4 (Witness excused.)

5 JUDGE HATCHER: I do not have any further
6 witnesses on this topic.

7 I will then take us to our next topic, which
8 is related, VI Fuel and Purchased Power. Mr. Clizer.

9 MR. CLIZER: Before we go up on that, I know
10 there's been discussion of this. The Commission would
11 like Ms. Mantle's workpapers relating to the hydro PPA
12 as a late-filed exhibit -- or no, we were offering that.

13 JUDGE HATCHER: I was asking for surrebuttal
14 testimony.

15 MR. CLIZER: Right. There was discussion
16 regarding the question posed by counsel for MECG. I
17 offered that as a way to provide the numbers without
18 getting into confidential information.

19 JUDGE HATCHER: Can we call them something
20 other than workpapers?

21 MR. CLIZER: I'm happy to call them whatever
22 the Commission would like.

23 JUDGE HATCHER: Ms. Mantle's later
24 calculations.

25 MR. CLIZER: Certainly.

1 JUDGE HATCHER: Thank you.

2 MR. CLIZER: Those would be late filed as
3 Exhibit 337.

4 JUDGE HATCHER: Tell me what 336 is. 336 is
5 her surrebuttal.

6 MR. CLIZER: Yes. And you'd like those titled
7 Ms. Mantle's late --

8 JUDGE HATCHER: I want to distinguish between
9 the workpapers that we're all going to -- Okay. So I
10 don't want to create a name that says it's this whole
11 separate new thing, but it's not really.

12 MR. CLIZER: I'm fine with whatever name you
13 want. What name would you like?

14 JUDGE HATCHER: Ms. Mantle's late calculated
15 something.

16 MR. CLIZER: Sure.

17 JUDGE HATCHER: Feel free to shorten that,
18 otherwise adjust it. I just want to distinguish from,
19 quote, workpapers.

20 MR. CLIZER: I completely understand. Thank
21 you. Sorry for the interruption.

22 JUDGE HATCHER: We are going to VI, Fuel and
23 Purchased Power. Does any party wish to make mini
24 opening statements beginning with the company?

25 MR. FISCHER: Judge, are you talking about

1 what I would call the PISA deferral issue or are you
2 talking about something else on fuel and purchased
3 power?

4 JUDGE HATCHER: I believe it is the PISA
5 issue. On my cheat sheet, which is taken from whatever
6 attachment was to the first stipulation stating what
7 issues were left, it should be sub 26.

8 MR. FISCHER: In that case, Judge, I would
9 have a brief opening statement on the PISA issue and I
10 think we're done with the hydro issue.

11 JUDGE HATCHER: I agree. Yes, let's move to
12 the PISA issue then. Evergy will start with its mini
13 opening statement. Go ahead, sir.

14 MR. FISCHER: Thank you, Judge. May it please
15 the Commission. Again for the record this is Jim
16 Fischer.

17 The next issue involves the Plant in Service
18 Accounting Deferral Issue. I'll shorthand that as the
19 PISA deferral issue. It only affects the Missouri West
20 case. This issue is discussed in the surrebuttal
21 testimony of Darrin Ives and the testimony presented by
22 staff witness Brad Fortson and also Public Counsel
23 witness Lena Mantle.

24 A little bit of background. Evergy Missouri
25 West elected plant in service accounting in December of

1 2018 and therefore is governed by Section 393.1655.
2 Sometimes that's just referred to as the PISA statute.
3 Under the PISA statute there is a requirement that the
4 company which elected PISA accounting must not increase
5 its rates by more than 3 percent annually, and with the
6 timing of this case the statutory cap will be a
7 accumulative compounded increase of 12.55 percent up to
8 the effective date of the new rates in this case.

9 I'm going to shorthand that to -- I'm going to
10 shorthand the compound average growth rate cap to just
11 the statutory cap.

12 Brian, could I have slide two, please. The
13 provisions of Section 393.1655 with subsection (5) state
14 in effect that if a change in any rates under a rate
15 adjustment mechanism approved by the Commission, which
16 in this case would be a fuel adjustment clause
17 mechanism, would cause the company's average overall
18 rate to exceed the statutory cap, the electrical
19 corporation shall reduce the rates in an amount
20 sufficient to ensure that the statutory cap is not
21 exceeded. Subsection 5 of the statute also requires
22 that any sums not recovered under the rate adjustment
23 mechanism, which would be the fuel adjustment clause,
24 shall be deferred and recovered in a regulatory asset in
25 a future case, rate case.

1 As Ms. Mantle noted in her rebuttal testimony
2 in this case, Evergy Missouri West has proposed to defer
3 \$31 million in FAC-related costs related to the plant in
4 service accounting to a regulatory asset for recovery in
5 a subsequent rate case. In an FAC case, which was filed
6 on July 1, 2022, and the case number on that, the file
7 number is ER-2023-0011, I'll probably refer to that as
8 just the FAC case.

9 In that case, Missouri West is proposing to
10 adjust charges related to its FAC for the accumulation
11 period covering December 2021 through May 2022. The
12 full amount of Missouri West's FAC-related costs during
13 this accumulation period was approximately \$44.6
14 million.

15 The reason for this deferral is to apply the
16 rate adjustment mechanism deferral provisions of the
17 PISA statute. This is necessary since the increased
18 fuel and purchased power costs driven by market
19 conditions beyond the company's control are causing the
20 rates to exceed the statutory cap.

21 Therefore, the company is required to defer
22 the amounts necessary to keep the rates under the
23 statutory cap. Evergy is following the exact mandate of
24 Section 393.1655 and requesting that \$31 million of fuel
25 costs in the FAC case shall be deferred to ensure that

1 the FAC change does not cause the company to exceed the
2 statutory cap.

3 Including this amount in the FAC case would
4 cause Missouri West to exceed the statutory cap. When
5 considering the impacts of the most recent FAC
6 accumulation period, the immediately preceding FAC
7 accumulation period and the effects of the overall rate
8 increase in this case, which is driven entirely by the
9 rebasing of fuel and purchased power into base rates in
10 this rate case as is required by the FAC rules of the
11 Commission.

12 Brian, let's go to 3. As you may recall in my
13 opening statement on August 29, I showed the Commission
14 a slide which demonstrated the impact that increases in
15 fuel and purchased power costs have in the case at hand
16 in this rate case. As I told the Commission in that
17 opening statement, the entire amount of the increase of
18 the Missouri West case is driven by increases in fuel
19 and purchased power. For Missouri West, the company is
20 rebasing an incremental \$56.1 million for fuel and
21 purchased power expense.

22 The overall revenue requirement increase is
23 \$42.5 million based upon the current settlement
24 document. Now, to emphasize, this means that all other
25 components of the revenue requirement in this case

1 besides the rebased fuel costs result in a \$13.6 million
2 reduction in revenue requirement in this case.

3 Let's go to slide 4. Now, this slide shows
4 the impact of this general rate case which is being
5 entirely driven by the rebasing of fuel and it has an
6 impact of 7.5 percent on rates. The FAC accumulation
7 period, which I've identified as part 1, it's the June
8 through November 2021 period, that accumulation period
9 fuel cost increases in the FAC case is 5.2 percent and
10 then the second period, the FAC accumulation period of
11 December 21, 2021 to May 2022, that fuel cost increases
12 the account by 4.4 percent increase.

13 So the fuel increases are causing the rates to
14 increase a total of 17.2 percent which would exceed that
15 12.55 statutory cap that I told you about earlier. And
16 this is the reason why the company is required to defer
17 \$31 million of fuel costs to avoid exceeding the
18 statutory cap.

19 The 17.2 percent increase depicted on that
20 slide exceeds the 12.55 percent statutory cap. And
21 that's before consideration of any non-FAC-related cost
22 increases or decreases experienced by Missouri West
23 since its last general rate case in 2018.

24 Now, importantly, as I've noted earlier, the
25 rate increase resulting from the company's general rate

1 case, this case, would be nowhere close to exceeding the
2 PISA statutory cap and we would not be discussing PISA
3 caps at all but for the impact of the fuel and purchased
4 power expenses in this case.

5 The company's FAC-related costs are
6 significantly impacted by external factors outside of
7 the company's control and have been subject to
8 inflationary pressures not seen for many years due to
9 the extraordinary events of the pandemic and Russia's
10 war in Ukraine.

11 Now, under these circumstances Missouri West
12 is following the PISA statute and has appropriately
13 requested the deferral of the fuel and purchased power
14 costs in the FAC case, ER-2023-0011. Further, the
15 proposed deferral in that case is also consistent with
16 the paragraph of the Commission's FAC rules XI and given
17 the extraordinary circumstances surrounding the
18 company's fuel cost increases.

19 If the Commission accepts the company's
20 position, it would not penalize the company for events
21 outside of its control, it would follow the intent of
22 the state to not penalize companies electing PISA for
23 fuel and purchased power increases under the FAC or the
24 rate adjustment mechanism, and it will enable resolution
25 of this rate case without exceeding the statutory cap as

1 a result of the extraordinary fuel price increases.

2 So why are we talking about this matter in
3 this current rate case? The answer is that the Office
4 of the Public Counsel does not want to wait until the
5 conclusion of the FAC case ER-2023-0011 for the
6 Commission to authorize the statutorily required
7 deferral of fuel and purchased power costs.

8 Ms. Mantle argues in this case that Missouri
9 West's proposed deferral is not necessary in the FAC
10 case and it should be dealt with in this current rate
11 case. I refer you to page 29 of her testimony. As I
12 understand the Public Counsel's position, they want the
13 Commission to provide for full recovery of the company's
14 FAC costs in the FAC case with no deferral. They would
15 then assert any statutory cap exceedance as a result of
16 the Commission's order in this case fully driven by
17 increased fuel costs in the FAC rebase, as I've
18 discussed several times, would be treated as a
19 performance penalty under subsection 3 of the PISA
20 statute.

21 This is clearly not a reasonable proposal,
22 Judge. Rather, if the Commission decides to not address
23 the statutory cap exceedance in the FAC proceeding as
24 the company requests, it should address the exceedance
25 in this case. However, big however, contrary to the

1 Public Counsel's position it should not be addressed as
2 a performance penalty under section 3 -- subsection 3 of
3 393.1655. It should be addressed as a deferral under
4 subsection 5 of that statute as the entirety of the
5 costs leading to the statutory cap exceedance are
6 increased fuel costs, as I've discussed.

7 However, a deferral in this general rate case
8 would have the effect of lowering the revenue
9 requirement resulting from the rate request. The effect
10 would provide for less annual revenues to the company
11 than it should be if the deferral were addressed in the
12 FAC case. The company would likely be inappropriately
13 penalized under this approach for fuel increases that
14 would flow through the subsequent FAC accumulation
15 periods that are outside of the control of the company
16 and would be inconsistent with the state intent to
17 remove the effect of FAC rate adjustment mechanism
18 increases on the statutory exceedance of that deferral.
19 In other words, the state clearly has the policy that
20 FAC increases shouldn't impact the statutory cap. They
21 should be deferred. This is exactly what the PISA
22 statute attempts to avoid by allowing the deferral of
23 the fuel costs on the FAC case.

24 It's the policy of the state that the public
25 utilities that elect plant in service accounting should

1 not be penalized by fuel increases that are outside of
2 their control but instead the company's required by the
3 PISA statute to defer fuel costs without a financial
4 detriment to the company.

5 Now, Darrin Ives will explain the negative
6 impacts the Public Counsel's proposal would have on the
7 company and the added complexity that the deferral in
8 the rate case as opposed to the FAC case can create.
9 And I'd certainly encourage the Judge and the
10 Commissioners to ask him any questions that they might
11 have related to this matter.

12 Public Counsel filed some pleadings in the FAC
13 case which explains to some degree I think the Public
14 Counsel's theory on its recommended approach. As I
15 understand the Public Counsel's arguments, if the
16 Commission decides the second FAC case, which is that
17 ER-2023-0011 case, before it decides the general rate
18 case, Public Counsel does not believe that the
19 Commission can defer the fuel cost increases that come
20 from the general rate case. Therefore, under this
21 flawed theory, any increase above the statutory cap
22 would be treated as a performance penalty and Evergy
23 would be denied recovery.

24 However, if the Commission decides this
25 general rate case first and then decides the second FAC

1 case, then the Commission would have the clear statutory
2 authority and the obligation to defer enough fuel costs
3 to keep the company from exceeding the statutory cap.
4 Public Counsel's theory is incorrect. The Commission
5 has the authority to defer fuel and purchased power
6 costs in either case. In fact, the general rate case,
7 as I've said several times, is being driven entirely by
8 the requirement to rebase fuel and purchased power
9 costs. But as I've already explained, it would be
10 preferable to deal with the deferral in the FAC case
11 since it would not have a detrimental impact upon the
12 company's financial situation.

13 Even under Public Counsel's view, Public
14 Counsel admits that if the Commission decides Evergy's
15 current rate case before the FAC case, then the issue in
16 dispute will be rendered moot, and I'd refer you to the
17 Public Counsel's motion for summary determination, page
18 12.

19 With that, Judge, I appreciate your
20 attendance. I'd be glad to answer any questions.

21 JUDGE HATCHER: Are there any Commissioner
22 questions for Evergy? Hearing none, the bench has no
23 questions.

24 Let's move on to our next mini opening
25 statement. Staff.

1 MR. STACEY: Thank you, Your Honor. May it
2 please the Commission. Again, I'm Scott Stacey and
3 counsel for staff. Here today to testify for staff will
4 be Brad Fortson. He will testify about the PISA
5 deferral issue. The second issue to be addressed is
6 whether -- Staff's position is the PISA deferral should
7 be dealt with in the FAC case, Case No. ER-2023-0011 and
8 it should not be deferred within that case.

9 However, Staff's alternative is to defer the
10 31 million in that FAC case to the next FAR case. Thank
11 you. I have no further.

12 JUDGE HATCHER: Thank you, Mr. Stacey. Are
13 there any Commissioner questions for staff upon their
14 opening statement? Hearing none, the bench also has no
15 questions. We'll move on to our next opening statement.
16 Mr. Opitz.

17 MR. OPITZ: No, thank you, Your Honor.

18 JUDGE HATCHER: And Mr. Clizer.

19 MR. CLIZER: May it please the Commission.
20 John Clizer. So this issue has become very confused by
21 the opening of counsel for Evergy. It's actually
22 immensely simple and a lot of what he said does not
23 factor into this. Let me try to explain this very
24 simply. Evergy has an FAC rate increase case. Evergy
25 is seeking a deferral in that case. The OPC opposes

1 that deferral. We have filed a motion for summary
2 judgment saying there should be no deferral. Our
3 argument is based on a statutory interpretation issue.
4 I am not going to try to litigate that issue before you
5 right now. That's a separate case. You don't have to
6 worry about it.

7 If the Commission grants a deferral, when
8 should it be deferred to? This case or some other point
9 in the future? That is the only issue before you.

10 The OPC's entire position is if the Commission
11 grants a deferral, which we are advocating you should
12 not do and are legally not permitted to do, but if you
13 grant the deferral, defer it to this case and not some
14 point in the future. You may be wondering what does it
15 matter. The simple answer is if you defer it to this
16 case right now, you, A, deal with it, don't have to
17 worry about it in the future and, B, the company can
18 recover it at the rate of a 4 percent bond instead of
19 having to defer it in the future and get a higher cost
20 of return.

21 You are under no obligation to consider any of
22 the issues in ER-2023-0011 here. They're not relevant.
23 The question of whether or not the company should or
24 should not make the deferral is not relevant. All you
25 have to do is ask yourself if a deferral is made, which

1 again we are saying you should not, when you defer it
2 to.

3 Now, I will present to you my argument for why
4 you should defer it to this case. The costs incurred
5 were incurred during the true-up period for this case.
6 That is the entirety of my argument. They were incurred
7 during the true-up period for this case. They should be
8 recovered during this case if you order a deferral which
9 again we're saying you shouldn't.

10 I may have been misled. I was trying to
11 listen to counsel for Evergy. I could have sworn they
12 said that they agreed that you should deal with deferral
13 in this case in which case we're in agreement and I'm
14 even more confused, frankly.

15 But I digress. This issue is not a factual
16 one. It's a purely legal issue. It's entirely
17 dependent on the outcome of the FAC rate increase case.
18 If the Commission decides no deferral in that case, this
19 issue is done, it's gone, there's no deferral. If the
20 Commission decides the FAC rate increase case after it
21 rules in this case, it doesn't matter, because you can't
22 put it in this case, it happened later. And counsel for
23 Evergy is absolutely correct it is rendered moot if
24 that's the order in which things occur. All the
25 Commission needs to do is say if we grant the deferral,

1 which again I repeat the OPC is claiming is illegal in
2 the FAC rate increase case, should we deal with it now
3 or later. That's it. Are there any questions?

4 JUDGE HATCHER: Are there any Commissioner
5 questions for the Office of the Public Counsel upon
6 their opening statement? Hearing none. Thank you, sir.
7 The bench also has no questions. That concludes our
8 mini opening statements. And I am unsure of how many
9 witnesses we have. So I will just ask Evergy to call
10 their first witness.

11 MR. FISCHER: We would call Darrin Ives to the
12 stand.

13 JUDGE HATCHER: As Mr. Ives makes his way to
14 the stand, you have already been sworn in. Just to
15 remind you and let everyone else know, that is still
16 applicable. Go ahead and have a seat. I expect we will
17 jump right into cross-examination. Evergy, your
18 witness.

19 DARRIN IVES,
20 having been previously sworn, was examined and testified
21 as follows:

22 MR. FISCHER: Yes, Judge. We would just jump
23 right into cross-examination since Mr. Ives' testimony
24 has all been admitted into the record in previous days
25 of the hearing. At this point I would tender the

1 witness to discuss the PISA deferral issue.

2 JUDGE HATCHER: First up we have MECG.

3 MR. OPITZ: No, thank you, Your Honor.

4 JUDGE HATCHER: And then Mr. Stacey.

5 MR. STACEY: Nothing as of yet, Your Honor.

6 JUDGE HATCHER: Office of the Public Counsel.

7 MR. CLIZER: No questions. Thank you.

8 JUDGE HATCHER: Do any Commissioners have any
9 questions for Mr. Ives concerning the PISA issue?

10 COMMISSIONER HOLSMAN: No questions, Judge.

11 JUDGE HATCHER: Thank you, Commissioner
12 Holsman. Hearing no questions, the bench also has no
13 questions. Unless I'm corrected, you are excused from
14 the stand. Thank you, Mr. Ives.

15 MR. FISCHER: Thank you, Judge.

16 (Witness excused.)

17 JUDGE HATCHER: Everyy, if you have another
18 witness, please go ahead and call them to the stand.

19 MR. FISCHER: That's our last witness on this
20 issue, Judge, and our last witness for the case, I
21 think.

22 JUDGE HATCHER: I believe staff has a witness?

23 MR. STACEY: Correct, Your Honor. Staff
24 recalls Brad Fortson.

25 JUDGE HATCHER: Mr. Fortson, come on down to

1 the witness stand. You've already been sworn in. That
2 is still applicable.

3 Again, I anticipate jumping right into
4 cross-examination.

5 MR. STACEY: That is correct, Your Honor.

6 JUDGE HATCHER: Go ahead and have a seat.

7 BRAD FORTSON,
8 having been previously sworn, was examined and testified
9 as follows:

10 JUDGE HATCHER: We'll start with our cross.
11 Mr. Clizer.

12 MR. CLIZER: No questions. Thank you.

13 JUDGE HATCHER: Mr. Opitz.

14 MR. OPITZ: No, thank you, Your Honor.

15 JUDGE HATCHER: And the company. Any cross
16 for --

17 MR. FISCHER: No, no questions, Your Honor.
18 Thank you.

19 JUDGE HATCHER: Thank you. Are there any
20 Commissioner questions for Mr. Fortson? Hearing none,
21 the bench also has no questions. Mr. Fortson, thank you
22 very much.

23 (Witness excused.)

24 JUDGE HATCHER: Does staff have any other
25 witnesses?

1 MR. STACEY: No further witnesses, Your Honor.

2 JUDGE HATCHER: Thank you. I believe Public
3 Counsel goes next. Ms. Mantle appears to be Public
4 Counsel's witness. Ms. Mantle, you have already been
5 sworn in. That is still applicable. Go ahead and have
6 a seat. I again anticipate directly to cross.

7 LENA MANTLE,
8 having previously been sworn, was examined and testified
9 as follows:

10 MR. CLIZER: Tender to cross, you're correct,
11 Your Honor.

12 JUDGE HATCHER: Mr. Stacey for staff.

13 MR. STACEY: No questions, Judge.

14 JUDGE HATCHER: Mr. Opitz for MEEG.

15 MR. OPITZ: No, thank you, Your Honor.

16 JUDGE HATCHER: And the company.

17 MR. FISCHER: No, thank you, Judge.

18 JUDGE HATCHER: Any Commissioner questions for
19 Ms. Mantle regarding the PISA issue?

20 COMMISSIONER HOLSMAN: No questions, Judge.

21 JUDGE HATCHER: Thank you, Commissioner
22 Holsman. The bench also has no questions. Ms. Mantle,
23 thank you. You are excused.

24 THE WITNESS: Thank you.

25 (Witness excused.)

1 JUDGE HATCHER: Does the Office of Public
2 Counsel have any other witnesses?

3 MR. CLIZER: We don't.

4 JUDGE HATCHER: And I am unsure if Mr. Opitz
5 has -- He does not have any witnesses indicated by a
6 negative shake of his head.

7 MR. STEINER: Your Honor, could I ask a
8 question if you're finished?

9 JUDGE HATCHER: Yes, please.

10 MR. STEINER: Would this be a good time to
11 offer the admission of a lot of testimony that a witness
12 did not appear? It will take some time. So I don't
13 know if this is something that Your Honor wants to deal
14 with now. We'd like to get it dealt with before the end
15 of the day.

16 JUDGE HATCHER: I would. I am sorry to
17 interrupt. I want to make sure that everyone is
18 following along.

19 We're going to go to some administrative
20 procedural matters. After that I'm going to call a
21 lunch recess. We will come back at 1:00 p.m. and at
22 1:00 p.m. will be opening statements for the
23 on-the-record presentation regarding the four filed
24 stipulations and agreements.

25 For the parties' information, I have received

1 no inquiries as to specific subject matters. Yes, I do
2 want to take in all of the exhibits. So if anyone is
3 not interested in my recitation of numerous exhibit
4 numbers and asking for objections, you can feel free to
5 go ahead and excuse yourself from the hearing.

6 Let's get into those exhibits.

7 MR. CLIZER: Does Your Honor intend to offer
8 them in batches?

9 JUDGE HATCHER: I would sure like to, but that
10 seems --

11 MR. CLIZER: I was going to say that we have
12 no objection if you want to just batch all the --

13 JUDGE HATCHER: Here's what I'm going to do.
14 I do want the numbers in the record. I am going to read
15 only the exhibit numbers pursuant to the submitted party
16 exhibit lists but I do want the number in the record.

17 MR. CLIZER: These are all prefiled testimony
18 exhibits, right?

19 JUDGE HATCHER: All prefiled. I'm not
20 touching anything else.

21 This is for Everygy Metro, file ending in 0129.
22 I have a motion to admit the following exhibit numbers:
23 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18,
24 19, 20, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35,
25 36, 43, 48, 53, 54, 85, 86, 87. Those are all for file

1 0129. Go ahead.

2 MR. STEINER: Your Honor, I believe that
3 Exhibit 62 was not mentioned.

4 JUDGE HATCHER: You are correct. And 62.
5 Those are all in file number ending 0129. Are there any
6 objections to the admission of those numerous prefiled
7 testimonies? Hearing none, they are so admitted.

8 (COMPANY EXHIBITS 1, 2, 3, 4, 5, 6, 7, 8, 9,
9 10, 11, 14, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 28,
10 29, 30, 31, 32, 33, 34, 35, 36, 43, 48, 53, 54, 62, 85,
11 86, AND 87 WERE RECEIVED INTO EVIDENCE AND MADE A PART
12 OF THIS RECORD.)

13 JUDGE HATCHER: Those are all for file 0129.
14 I recognize a motion from the company to admit the
15 following exhibits to file number ending in 0130. This
16 is referencing Evergy Missouri West. The exhibit
17 numbers are as follows: 100, 101, 102, 103, 104, 105,
18 106, 109, 110, 111, 116, and that is all.

19 MR. STEINER: Your Honor, do you have 112
20 admitted already?

21 JUDGE HATCHER: Yes, Mr. Hledik.

22 MR. STEINER: Yes. Okay. Thank you.

23 JUDGE HATCHER: Does anyone have any
24 objections to the admission of the afore-enumerated
25 exhibits that represent the prefiled testimony in the

1 Everygy Missouri West file number by Everygy? Hearing
2 none, they're so admitted.

3 (COMPANY EXHIBITS 100, 101, 102, 103, 104,
4 105, 106, 109, 110, 111, AND 116 WERE RECEIVED INTO
5 EVIDENCE AND MADE A PART OF THIS RECORD.)

6 JUDGE HATCHER: Excellent. We went off the
7 record to discuss some file keeping matters. Next I'm
8 going to take staff for their exhibits. If I can get a
9 nod that we're ready. Otherwise, I can go to another
10 party.

11 MS. MERS: I think we're ready.

12 JUDGE HATCHER: I have the following exhibits.
13 I see a motion from staff to admit the following
14 exhibits. Again I will read them only by number, and I
15 will not reference names or confidentiality. The Judge
16 as prescribed in the discussion with the court reporter
17 will issue a complete list of all exhibits including
18 their confidential or public designations in a later
19 notice.

20 The exhibits subject to this question:

21 Exhibit 201, 202, 203, 204, 205, 206, 207, 208, 210,
22 212, 213, 214, 217, 219, 220, 221, 222, 223, 224, 225,
23 226, 227, 230, 231, 232, 233, 234, 235, 236, 239, 240,
24 245, 246, 247, 248, 249, 250, 251, 252, 253, 255, 256,
25 257, 258, 259, 260, 264, 267, 268, 270, 271, 272, 273,

1 274, 275, 276. Those are the remaining exhibits of
2 prefiled testimony prepared by staff witnesses that have
3 not been admitted onto the hearing record. Are there
4 any objections to the admission of that entire list
5 which I will not repeat that does include confidential
6 and public versions?

7 MS. MERS: Judge, I have that there are a few
8 additional true-up rebuttal exhibits.

9 JUDGE HATCHER: Hit me.

10 MS. MERS: It was Exhibit 277, the true-up
11 rebuttal of Amanda C. Conner in public and confidential
12 formats, Exhibit 278, the true-up rebuttal testimony of
13 Kim Cox which was just public, 279, the true-up rebuttal
14 testimony of J Luebbert which was public and
15 confidential, 280 would have been the true-up rebuttal
16 testimony of Karen Lyons. That's just in public. 281
17 was the true-up testimony of Seoung Joun Won. That was
18 in public. 282 would have been staff's true-up rebuttal
19 accounting schedules which is also just in a public
20 format.

21 JUDGE HATCHER: You have heard the addition of
22 those exhibit numbers by staff. Again, combining all of
23 the exhibits into one question, unless I hear otherwise
24 from any counsel, does anyone have any objections to the
25 admission of those aforementioned exhibits? Hearing

1 none, so admitted.

2 (STAFF EXHIBITS 201, 202, 203, 204, 205, 206,
3 207, 208, 210, 212, 213, 214, 217, 219, 220, 221, 222,
4 223, 224, 225, 226, 227, 230, 231, 232, 233, 234, 235,
5 236, 239, 240, 245, 246, 247, 248, 249, 250, 251, 252,
6 253, 255, 256, 257, 258, 259, 260, 264, 267, 268, 270,
7 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281,
8 AND 282 WERE RECEIVED INTO EVIDENCE AND MADE A PART OF
9 THIS RECORD.)

10 JUDGE HATCHER: Office of Public Counsel.
11 These are the prefiled testimony exhibits of the Office
12 of the Public Counsel that have not yet been admitted
13 into the hearing record: Exhibit No., and again they do
14 include some public and confidential, which I will not
15 delineate, but the presiding officer will produce a list
16 later on of all of the exhibits and their designations.
17 The numbers include Exhibit 312, 313, 314, 315, 316,
18 317, 318, 319, 320, 321, 325, 326, 327, 328, 329, 330,
19 331. That is my entire list. Are there any objections
20 to the admission of those aforementioned exhibits onto
21 the hearing record both public and confidential
22 versions? Seeing none, they are all admitted.

23 MR. CLIZER: Your Honor, I really would prefer
24 not to do this; but as an officer of the court, I would
25 point out that there is technically a pending motion to

1 strike regarding Exhibits 321, 330, and 331.

2 JUDGE HATCHER: Thank you. I'm prepared to
3 rule on that. Mr. Clizer has responded in writing to
4 staff's motion. Staff, do you have any response to
5 Mr. Clizer's written reply?

6 MS. MERS: I believe at this moment as far as
7 regards staff's motion to strike, which I do also
8 believe there was an Everyg one in a distinct piece of
9 testimony, but that the pending stipulation and
10 agreement would render that moot. And so as far as it
11 appears or hopefully will be approved, I think that for
12 now it can be withdrawn.

13 JUDGE HATCHER: Yes. Thank you. I was
14 waiting for a motion to withdraw that motion. Granted.
15 Problem solved.

16 MR. CLIZER: You're granting the motion to
17 withdraw?

18 JUDGE HATCHER: Granting her motion to
19 withdraw the motion to strike. I am going to repeat my
20 question on the exhibits because it kind of got lost in
21 there a little bit. Any objection to the admission of
22 the list of Public Counsel exhibits that I read off?
23 Hearing none, they are so admitted.

24 (OPC EXHIBITS 312, 313, 314, 315, 316, 317,
25 318, 319, 320, 321, 325, 326, 327, 328, 329, 330, AND

1 331 WERE RECEIVED INTO EVIDENCE AND MADE A PART OF THIS
2 RECORD.)

3 JUDGE HATCHER: Sierra Club. I have all of
4 their exhibits checked off.

5 Renew Missouri. This is a party that's not in
6 the room. Does any party that is in the room have an
7 objection to doing the same treatment we just have and
8 accepting the prefiled testimony? I'm not seeing any
9 objection.

10 For Renew Missouri the following exhibits have
11 not been admitted but they are prefiled testimony:
12 Exhibit 500, 501, 502, 503, 504. Does any party have
13 any objection to the admission of those exhibits
14 prefiled testimony by Renew Missouri? Seeing none, they
15 are so admitted.

16 (RENEW MISSOURI'S EXHIBITS 500, 501, 502, 503,
17 AND 504 WERE RECEIVED INTO EVIDENCE AND MADE A PART OF
18 THIS RECORD.)

19 JUDGE HATCHER: ChargePoint similarly has
20 prefiled testimony: Exhibit 550 and Exhibit 551. Does
21 any party have any objection to the admission of
22 ChargePoint's witness's prefiled testimony in those two
23 exhibits? Hearing none, it is so admitted.

24 (CHARGEPOINT'S EXHIBITS 550 AND 551 WERE
25 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

1 JUDGE HATCHER: MECG has all of their exhibits
2 admitted, according to my scoresheet.

3 City of St. Joseph has all of their exhibits
4 admitted according to my scoresheet.

5 I believe we also got MIEC's exhibits,
6 although I do not have their exhibit list. I know we
7 got Mr. Brubaker. I don't think they had anything else?

8 MR. OPITZ: I'm not certain.

9 JUDGE HATCHER: We did what we could.

10 MR. CLIZER: While we're in the process of
11 going over exhibits, can I query to ensure that 332,
12 333, 334, and 335 have been offered and accepted.

13 JUDGE HATCHER: Yes.

14 MR. CLIZER: Thank you.

15 JUDGE HATCHER: The Commission would also like
16 to receive an exhibit perhaps best from Evergy. The
17 Commission is interested in the revised hedging policy.
18 My understanding is that the fuel and purchased power
19 hedging issue is included in one of the stipulations.
20 The Commission though is interested in reviewing what
21 the new revised policy is. I'm happy to take that as an
22 exhibit, a Commission exhibit number in the thousands or
23 give it an Evergy exhibit number. Counsel, your choice.

24 MR. STEINER: We can use it as one of ours.

25 JUDGE HATCHER: 139. And again that will be

1 subject to our next Friday deadline for late exhibits
2 and our following Wednesday deadline for objections.

3 MR. STEINER: Judge, did you say that you
4 would issue an order on all the late-filed exhibits that
5 you're expecting or not?

6 JUDGE HATCHER: Yes. Judge Woodruff is who
7 I'm copying and he has an excellent practice of after
8 the hearing issuing a notice that lists all of the
9 exhibits with the confidential and public with the name,
10 and I will certainly include in that notice or order the
11 requested and the pending late-filed that are expected
12 in the future.

13 MR. STEINER: Thanks.

14 JUDGE HATCHER: I have no other appropriate
15 announcements. Anyone else?

16 MR. FISCHER: Judge, I would inquire for the
17 next part of the case will the Commission want a summary
18 of all the provisions or can I go through it fairly
19 quickly and ask for questions? Okay. Thank you.

20 JUDGE HATCHER: Again, I am basing this on my
21 history and watching prior on the records. I have
22 received no specific areas of inquiry. I have asked
23 twice. So the Commissioners are keeping their own
24 counsel. They may have questions. The advice I gave
25 the other day was just high level thumbnail. Obviously

1 some of the important underlying numbers are going to be
2 important to discuss. The Commission is always
3 interested in areas of compromise, areas of customer
4 focus and try and get a good balance. But no, certainly
5 not every issue.

6 MR. FISCHER: Thank you.

7 MR. CLIZER: Really quick a question did occur
8 to me. I know that there is an email for the
9 non-prefiled exhibits. Is it the Commission's or rather
10 the Hearing Judge's understanding that the prefiled
11 exhibits will be removed from EFIS and we do not need to
12 send them to you or do you want us to send you the
13 prefiled exhibits?

14 JUDGE HATCHER: The only prefiled exhibits I
15 will be paying special close attention to are the
16 corrected ones. There's a handful we just asked for.
17 There was, I don't know, two or three.

18 MR. CLIZER: As a procedural matter, you do
19 not need parties to email the prefiled exhibits to the
20 email address for exhibits? That's what I needed to
21 hear.

22 JUDGE HATCHER: Everything is all the same,
23 no, we'll have our staff pull them off of EFIS. That
24 will go right into the record. We don't do that until
25 the transcript comes in which is why I am going to

1 produce the master list for all of our citation ease.

2 MR. CLIZER: And then I believe this was
3 already said in email communication to the parties but
4 for the non-prefiled exhibits there is an email address
5 that we need to send them to?

6 JUDGE HATCHER: Exhibits@psc.mo.gov.

7 We are adjourned for lunch and off the record.
8 Thank you all. Come back at one o'clock.

9 (Thereupon, the proceedings adjourned at
10 12:04 p.m., and will continue in Volume 14.)

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CERTIFICATE OF REPORTER

STATE OF MISSOURI)
COUNTY OF COLE)

I, Beverly Jean Bentch, RPR, CCR No. 640, do hereby certify that I was authorized to and did stenographically report the foregoing Public Service Commission evidentiary hearing and that the transcript, pages 895 through 1030, is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or counsel connected with the action, nor am I financially interested in the action.

Dated this 26th day of September, 2022.

Beverly Jean Bentch

Beverly Jean Bentch, RPR, CCR No. 640

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