

In the Matter of Evergy Metro, Inc.

vs.

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Hearing Before:

Judge Charles Hatcher

August 31, 2022

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Vol 07

**PHIPPS REPORTING**

*Raising the Bar!*

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

Wednesday, August 31, 2022  
8:30 a.m. - 9:30 a.m.

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

VOLUME 7  
Pages 42 - 89

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

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

2 JUDGE HATCHER: Let's go on the record. The  
3 Commission has set this time aside for an evidentiary  
4 hearing in two cases to be heard at the same time  
5 captioned In the Matter of Evergy Metro, Inc. d/b/a  
6 Evergy Missouri Metro's Request for Authority to  
7 Implement a General Rate Increase for Electric Service  
8 that is File No. ER-2022-0129 with associated tariff  
9 tracking Nos. YE-2022-0200 and YE-2022-0201.

10 The second case is titled In the Matter of  
11 Evergy Missouri West, Incorporated d/b/a as Evergy  
12 Missouri West's Request for Authority to Implement a  
13 General Rate Increase for Electric Service and that is  
14 File No. ER-2022-0130, and that is associated with  
15 tariff tracking No. YE-2022-0202.

16 A couple quick announcements before we get to  
17 introductions of counsel. The following parties have  
18 contacted the presiding officer requesting to be excused  
19 from appearing and are so excused. For the record that  
20 is the City of St. Joseph and they are excused until  
21 such time as the street lighting issue when Mr. William  
22 Steinmeyer will enter his appearance and make his  
23 opening statements.

24 Similarly, ChargePoint has requested to be  
25 excused. I don't know, because of the change in the

1 issues, if they will still be appearing to make their  
2 opening statement, Sierra Club, MIEC, and Nucor Steel.

3 The following parties and/or witnesses  
4 requested to participate by WebEx and that has been  
5 granted, Sierra Club and its witness Devi Glick -- I  
6 apologize for the pronunciation -- Everygy witness Ryan  
7 Hledik, MIEC witness Kavita Maini, ChargePoint and  
8 witness Justin Wilson, and Renew Missouri witnesses  
9 James Owen and Philip Fracica. Again I apologize for  
10 the mispronunciations. The last name, Madam Court  
11 Reporter, on that was F-r-a-c-i-c-a.

12 Last announcement. We do not yet have a court  
13 reporter scheduled for tomorrow or Friday. We're still  
14 working on that, but I'm not optimistic. We will employ  
15 the same practice the Commission did in its recent  
16 securitization case, which is we will make two  
17 recordings, one on WebEx, one from the livestream, and  
18 we will transcribe the hearing later. We do have a live  
19 court reporter for next week.

20 That is all my announcements. Let's get to  
21 our introductions of counsel, and I'd like to note for  
22 the record the attendance of our Chairman, Ryan Silvey,  
23 and also Commissioner Jason Holsman.

24 Introduction of the parties. For Everygy?

25 MR. STEINER: Yes. Good morning, Your Honor.



1 Let the record reflect the appearance of Roger Steiner,  
2 Jim Fischer, Jacqueline Whipple, and Karl Zobrist. Our  
3 addresses have been previously provided to the court  
4 reporter.

5 JUDGE HATCHER: And counsel for Staff?

6 MR. THOMPSON: Thank you, Judge. Kevin  
7 Thompson for the Staff of the Missouri Public Service  
8 Commission, Post Office Box 360, Jefferson City,  
9 Missouri 65102.

10 JUDGE HATCHER: Thank you. And Office of the  
11 Public Counsel?

12 MR. CLIZER: John Clizer on behalf of the  
13 Missouri Office of the Public Counsel. The court  
14 reporter has my contact information.

15 JUDGE HATCHER: Already excused but I will  
16 call them in case they are in the courtroom and like to  
17 be introduced. ChargePoint?

18 MR. DUNBAR: Yes. Good morning. I'm here on  
19 WebEx. My name is Scott Dunbar of the law firm Keyes &  
20 Fox here on behalf of ChargePoint. My business address  
21 is 1580 Lincoln Street, Denver, Colorado 80203, and I  
22 would just like to note that I do plan on attending this  
23 morning for opening statements and then not returning  
24 until the electrification tariffs are considered. Thank  
25 you.

1 JUDGE HATCHER: Thank you. And for Google?

2 MR. PLUTA: Hi, Judge Hatcher. Sean Pluta,  
3 Polsinelli PC representing Google, LLC. The court  
4 reporter has my contact info, and for the Commission's  
5 record I plan to be here today and tomorrow but ask to  
6 be excused for the remainder of the hearing.

7 JUDGE HATCHER: Thank you. And that's  
8 granted. MIEC? And they have been excused. Renew  
9 Missouri?

10 MS. GREENWALD: Good morning. Alissa  
11 Greenwald on behalf of Renew Missouri. My business  
12 address is PO Box 413071, Kansas City, Missouri 64141.  
13 Thank you.

14 JUDGE HATCHER: And Sierra Club already  
15 excused, but I believe they were going to be in  
16 attendance the first day. I was mistaken.

17 Let's go to -- Those are the parties for File  
18 No. ER-2022 --

19 MR. OPITZ: Your Honor, I believe I may have  
20 been overlooked. Tim Opitz on behalf of Midwest Energy  
21 Consumers Group.

22 JUDGE HATCHER: And who is the gentleman next  
23 to you representing?

24 MR. PLUTA: Sean Pluta, Google.

25 JUDGE HATCHER: Google. Thank you. MECG.

1 Yes, I did skip right over you. Thank you.

2 MR. OPITZ: No problem, Judge. I guess I'll  
3 just say for the record Tim Opitz on behalf of MECG.

4 JUDGE HATCHER: Thank you, Mr. Opitz, for  
5 catching that. That wraps up the parties that we have  
6 for our first case and that references Evergy Missouri  
7 Metro ending in File No. 0129.

8 For the four parties that are only intervenors  
9 in File No. 0130, and that's related to Evergy Missouri  
10 West, already excused but I'll call City of St. Joseph.  
11 And as stated, Mr. Steinmeyer will be here later.  
12 Dogwood Energy? And again Nucor Steel already excused.

13 MR. ELLINGER: Judge Hatcher, Marc Ellinger on  
14 behalf of Nucor Steel Sedalia, LLC. My contact  
15 information has been provided to the court reporter. I  
16 would ask to be excused for the remainder of the  
17 openings to appear again tomorrow.

18 JUDGE HATCHER: Granted.

19 MR. ELLINGER: Thank you.

20 JUDGE HATCHER: And Velvet Tech Services?

21 MS. BELL: Your Honor, Stephanie Bell,  
22 Ellinger & Associates on behalf of Velvet Tech Services.  
23 My contact information has been provided to the court  
24 reporter.

25 JUDGE HATCHER: Thank you. Thank you,

1 counsel. We will now get to opening statements. If I  
2 can ask everyone on WebEx to please mute themselves.  
3 Jackie, if you could look in on our WebEx, please.  
4 We'll give this just a moment. Let's go off the record.

5 (Off the record.)

6 JUDGE HATCHER: Let's go back on the record.  
7 We're going to begin opening statements today. That  
8 will be our only item on today's to do list. To give  
9 you a preview, we will be adjourning at about quarter to  
10 10:00 or ten till 10:00. That is to give everyone on  
11 the staff technical side the ability to switch the  
12 livestreams from our hearing to agenda, which the  
13 Commissioners will be attending upstairs.

14 Then we'll give them a little bit of time to  
15 come back, switch the livestream. I anticipate, because  
16 the Commissioners have a presentation going on at agenda  
17 today, I anticipate that presentation lasting about an  
18 hour. By my calculation, that would mean agenda would  
19 end somewhere around 10:30 or 10:45 leading into an hour  
20 long presentation which would mean that we would  
21 potentially be coming back here at 11:30 or so. And  
22 that doesn't seem very wise to me to come back for just  
23 half an hour. Unless there are any objections, my  
24 intention then is to recess from give or take 9:45 until  
25 1:00.

1 Does anybody see any problems with finishing  
2 opening statements today with that break in the middle?  
3 Anybody have a problem with that break in the middle?  
4 Excellent. Then we have about an hour to go right now  
5 and we'll start with opening statements. Everyg, would  
6 you please lead us off.

7 MR. FISCHER: Thank you, Judge. Good morning,  
8 Judge Hatcher and Chairman Silvey. I'm not going to  
9 take the full hour that we have this morning. I'm just  
10 going to take a few minutes, if that's all right. As we  
11 mentioned to Judge Hatcher this morning, the parties  
12 have reached a settlement which has resolved all but a  
13 handful of the issues that were on the issues list.

14 We filed a document last night, stipulation  
15 and agreement that addressed that. We've also filed a  
16 separate document that resolves the pension and OPEB  
17 issues. So those will be on your desk if you haven't  
18 already seen those.

19 I'd like to thank the parties for working so  
20 hard to resolve a lot of the issues on that 16-page list  
21 of issues so that we just have a few remaining issues  
22 that we need to address here in the hearing room.

23 In this opening statement, I will briefly  
24 highlight some of the issues but leave more detailed  
25 discussion of the specific issues for the mini opening

1 statements, which I know a number of folks would like to  
2 have.

3 While the cases are not formally consolidated,  
4 I would like to discuss the Evergy Missouri Metro case  
5 and the Evergy Missouri West case together if that's  
6 okay.

7 Brian, I've been told it works better on WebEx  
8 if I ask Brian to move the slides forward. Let's go to  
9 the second slide. There we go. That's the right slide.

10 Evergy has two service areas which are shown  
11 on the slide in Missouri. We serve 1.6 million  
12 customers across both states Missouri and Kansas, and  
13 this slide just shows the combined Missouri service  
14 territory.

15 Let's move to the third slide. I'd like to  
16 just give you a high level overview of the issues in  
17 both cases. If approved, this would be the first  
18 increase in base rates for Evergy Missouri or Evergy  
19 Missouri West in the last five years. So it will be the  
20 first increase in base rates.

21 During those five years, Evergy has closed its  
22 merger with Westar and it's fulfilled the commitments it  
23 made to the Commission and the parties. Evergy's focus  
24 over this period has been on affordability, reliability,  
25 and sustainability. And they've made significant

1 strides on all fronts. Darrin Ives discusses those  
2 commitments at length in his testimony and how the  
3 successful merger of the companies has resulted in  
4 substantial savings for our customers.

5 As a result, the company has been able to  
6 limit the increase in base rates. In fact, the Evergy  
7 Missouri West case is entirely driven by the rate basing  
8 of fuel and purchased power as required by the  
9 Commission's FAC rules. The FAC rules, as you know,  
10 mandate a general rate case every four years which has  
11 driven the timing of this case.

12 Let's move to the fourth slide. This slide  
13 just shows the map of the Missouri Metro service area.  
14 This is the legacy area that was formerly served by  
15 Kansas City Power & Light Company.

16 If we could move to the fifth slide, Brian.  
17 On January 7, 2022, Evergy Missouri Metro filed a \$47.6  
18 billion rate increase. This represents a 5.2 percent  
19 increase in base rates and equates to about \$8.06 per  
20 month or 26 cents per day for the average residential  
21 consumer, including the rebasing of the fuel cost.

22 Under our proposed settlement, Evergy Missouri  
23 Metro would start with a revenue requirement increase of  
24 \$25 billion which would be adjusted for the Commission's  
25 decisions on the unresolved issues. The case addresses

1 \$1.13 billion of investments made for customer  
2 beneficial investments for reliability and customer  
3 service. Much of the revenue requirement impacted these  
4 investments has been offset by the efficiency savings  
5 achieved after the merger, as we've told the  
6 stakeholders would happen, and the fuel that has been  
7 rebased at a higher price market environment.

8 Brian, let's move to slide 6. This slide just  
9 shows the map of the Missouri Metro service area. This  
10 area is the Aquila legacy service area.

11 Let's go to 7. Also on January 7, 2022,  
12 Missouri West filed for an aggregate annual increase  
13 over current revenues reflecting impacts before the rate  
14 rebasing of the fuel of \$27.7 million or 3.85 percent.  
15 This equates to about \$7.09 per month or 23 cents per  
16 day for the average residential consumer. For Missouri  
17 West, the aggregate increase over current revenues  
18 including their rebasing of fuel would be \$59.8 million  
19 or 8.31 percent.

20 Now, under the proposed settlement, Evergy  
21 Missouri West would start with a revenue requirement  
22 increase of \$42.5 million which would be adjusted for  
23 the Commission's decisions on the unresolved issues.  
24 This case addresses \$1.13 billion of investments made  
25 for customer beneficial investments for reliability and



1 customer service.

2 In the Missouri West case, more than 100  
3 percent of the revenue requirement impact of these  
4 investments has been offset by efficiency savings or  
5 other reductions in cost to serve customers with more  
6 than 100 percent of the settled revenue requirement  
7 being comprised of fuel and purchased power due to the  
8 FAC requirement to rebase in this case in a much higher  
9 priced environment for the fuel.

10 On the topic of affordability, Evergy has  
11 reduced base rates by 4 percent since 2017. That  
12 happened in the last two rate cases for KCPL  
13 ER-2018-0145 and the GMO Case ER-2018-0146. If the  
14 proposed rate increases are approved, Evergy's Missouri  
15 customers' base rates will be comparable to what they  
16 were in 2017.

17 Good morning, Commissioner.

18 Brian, let's move to slide 8. Actually you  
19 can probably move to slide 9. This is just an  
20 introductory slide. Evergy's disciplined cost  
21 management efforts coupled with a focus on investments  
22 that benefit customers will keep Evergy Missouri rates  
23 competitive while delivering the reliable, sustainable  
24 power that customers need and want.

25 Let's move to slide 10. By the way, I have

1 copies of this presentation if it would be easier for  
2 the Commissioners to see it. Would you like for me to  
3 distribute those?

4 CHAIRMAN SILVEY: You can just email them.

5 MR. FISCHER: I'm sorry?

6 CHAIRMAN SILVEY: You can email them after.

7 MR. FISCHER: Okay. Very good. I was just  
8 concerned you might not be able to read it.

9 CHAIRMAN SILVEY: This is slide 10?

10 MR. FISCHER: This is slide 10. That's fine.  
11 We'll just go there.

12 In 2021, Evergy on a total company basis has  
13 invested over a billion dollars in new capital  
14 investments from projects designed to improve  
15 reliability across Evergy's service territories. This  
16 slide highlights the areas of grid modernization  
17 benefits based on identified potential benefits,  
18 specific projects or planned asset replacements are  
19 developed to deliver on those benefits.

20 Let's go to slide 11, Brian. Evergy has been  
21 investing in automated devices that help the company  
22 restore power faster, identify potential problems sooner  
23 to avoid outages, and to reduce customer costs over  
24 time. Before investing in grid projects, Evergy  
25 evaluates the need for the project and its ability to

1 provide benefits to our stakeholders.

2 Projects are planned to address safety issues,  
3 replace aging infrastructure, address operational or  
4 maintenance issues, add automation or communication  
5 devices, address capacity and contingency needs, prepare  
6 for new customer growth, meet regulatory requirements,  
7 and improve reliability performance. Deploying these  
8 technologies allows Evergy to better manage the grid,  
9 provide more real time information, and enable smoother  
10 integration of distributed energy resources.

11 With regard to sustainability issues, about  
12 one-half of the power delivered to Evergy's customers  
13 comes from carbon-free sources. Evergy plans to add  
14 more than 3,800 mW of renewable power and retire 1,900  
15 mW of coal through the year 2032.

16 Brian, could we go to slide 12. Since 2005,  
17 which happened to be when the comprehensive energy plan  
18 began, Evergy has reduced the CO2 emissions by 46  
19 percent, reduced its SO2 emissions by 98 percent, and  
20 reduced its nitrogen oxide emissions by 88 percent.

21 The company is targeting a 70 percent  
22 reduction in CO2 emissions by 2030 and a net zero carbon  
23 emission by the year 2045.

24 Let's go to slide 13. The company is also  
25 supporting a rate modernization proposal in this case

1 that involves innovative rate structures and a rate  
2 design proposal that's designed to gradually move the  
3 residential class and other classes closer to their  
4 respective costs of service. Chuck Caisley, Kim  
5 Winslow, Brad Lutz, Marisol Miller, and Craig Brown will  
6 be our witnesses discussing in detail the rate  
7 modernization proposal, the innovative rate plans and  
8 pilot programs, Evergy's class cost of service study,  
9 and our rate design recommendations. In this case,  
10 Evergy is requesting continued time of use rates that  
11 provide customers choices about using energy during  
12 their off-peak periods and paying lower rates for that  
13 use if it's done during the off-peak period.

14 Evergy's current time of use program for  
15 customers has reduced on-peak demand for energy and  
16 provided annual bill savings for participating  
17 residential customers. Evergy's request also includes  
18 more choices for customers in electric rates. Building  
19 on the success of its time of use program, Evergy seeks  
20 to introduce additional rate options, including  
21 expanding time of use options and a subscription pricing  
22 pilot, prepayment options, and other sustainable rate  
23 programs.

24 Evergy also presents revised business  
25 transportation electrification initiatives that include

1 a rebate program and a business time of use rate  
2 designed for EV charging. The proposals in this case  
3 address customers' desires for rates for service,  
4 payment options, and programs that reflect their  
5 individual lifestyles and needs.

6 I'm going to discuss those particular programs  
7 in more detail when we get to the mini openings later in  
8 the hearings.

9 Brian, can we go to slide 14, yeah. This  
10 slide is designed to show the Commission the impact of  
11 fuel and purchased power on both cases. It's clear from  
12 the slide that the West case is entirely driven by fuel  
13 and purchased power. For West, the company is rebasing  
14 an incremental \$56.1 million in fuel and purchased power  
15 but increasing the revenue requirement by 42.5 million  
16 based upon the current settlement document.

17 The overall effect of rebasing the fuel and  
18 purchased power in the West case is to actually lower  
19 the non-fuel component of the rates by \$13.6 million.  
20 Now, this fuel impact will be an important part of our  
21 discussion about the PISA deferral issue that will be  
22 heard at the end of the hearings.

23 For the Missouri Metro case, on the other  
24 hand, the fuel impact is \$5 million while the settled  
25 revenue requirement increase is 25 million.

1                   Then let's go to the last slide, Brian. After  
2 the filing of the stipulation and agreement, there  
3 remain several issues that will need to be decided by  
4 the Commission.

5                   The unresolved issues are listed in more  
6 detail on Exhibit 1 of the stipulation and agreement  
7 which we filed last night, but they include the  
8 following: The Sibley plant retirement, dismantlement,  
9 and recovery issue raised by Public Counsel and MCEG,  
10 Advanced Meter Infrastructure or AMI recovery, the  
11 Evergy's customer programs including the innovative  
12 pilot programs including a subscription pricing pilot,  
13 advanced easy pay, solar subscription plans including a  
14 low-income version and several business programs.

15                   The fourth big area is the class revenue  
16 allocations and rate design including time of use rate  
17 proposals. We also have an issue related to the Central  
18 Nebraska Public Power District hydro PPA recovery. We  
19 have an issue on PISA deferral. The City of St. Joseph  
20 has raised some street lighting issues, and there are  
21 some resource planning issues raised by the Sierra Club.

22                   We'll plan to address those issues in more  
23 detail as they are tried. I'm happy to answer your  
24 questions, and I appreciate your attendance and  
25 attention today.

1                   JUDGE HATCHER: Thank you, Mr. Fischer. Are  
2 there any questions? We'll move on in opening  
3 statements. Thank you, sir.

4                   MR. FISCHER: Thank you.

5                   JUDGE HATCHER: For the Staff?

6                   And while Mr. Thompson makes his way up, I'd  
7 like to state for the record the attendance of  
8 Commissioner Rupp who has just arrived.

9                   MR. THOMPSON: Thank you, Judge. May it  
10 please the Commission. My name is Kevin Thompson. I  
11 represent the Commission Staff. Staff, as you know, is  
12 neutral in these proceedings. We do not favor either  
13 the company or the ratepayers. Our job is to advise the  
14 Commission as to how much additional revenue, if any, is  
15 justified by the facts and to propose resolutions of the  
16 other remaining issues that will best serve the public  
17 interest.

18                   These general rate cases were filed on January  
19 7, 2022. At that time the company sought \$52 million in  
20 additional revenue for Metro and 54.5 million additional  
21 revenue for West. After Staff's thorough audit, careful  
22 preparation of these cases for hearing, and by virtue of  
23 prolonged negotiations, the parties have settled most of  
24 the contested issues, as Mr. Fischer told you.

25                   Subject to Commission approval, the parties

1 proposed \$25 million in additional revenue for Metro and  
2 \$42.5 million additional revenue for West. These  
3 figures are significantly less than the company  
4 originally sought.

5 Not all issues have been settled. However,  
6 tomorrow you will hear about Issue No. 2, the Sibley  
7 generating station, a three-unit coal-fired generating  
8 station that has been prudently retired by Evergy  
9 Missouri West. Utilities recover the value of their  
10 investment in plant through depreciation expense, but  
11 Sibley had not been fully depreciated when it was  
12 retired.

13 Staff recommends offset of the unrecovered  
14 value of Sibley \$145.6 million by both the deferred  
15 depreciation expense of 41.4 million authorized in the  
16 2018 rate case and also the AAO from Case No.  
17 EC-2019-0200 amounting to \$91.2 million both of which  
18 have already been authorized for deferral.

19 Staff recommends amortization of the residual  
20 regulatory asset of \$12.4 million in the cost of service  
21 over five years. The unamortized balance of this  
22 residual amount should not be included in rate base.  
23 The 91.2 million I spoke of includes \$49.5 million in  
24 rate of return. Keith Majors and Cedric Cunigan will  
25 testify on this issue for staff.



1                   On Friday, you will hear about Issue No. 4,  
2   Advanced Metering Infrastructure or AMI. Staff  
3   recommends a \$6.3 million disallowance for Metro and a  
4   \$3 million disallowance for West because the company's  
5   retired perfectly good smart meters in order to replace  
6   them with more sophisticated smart meters that permit  
7   remote disconnection if the customer is in arrears. The  
8   meters that were retired had more than half of their  
9   useful lives remaining.

10                  Customers should not be required to pay for  
11   unnecessary meter replacement. Claire Eubanks will  
12   testify for staff on this issue. On Tuesday of next  
13   week, you will hear about a number of pilot programs in  
14   Issue 23. With respect to the solar subscription  
15   tariff, staff is opposed to any changes. Staff advises  
16   the Commission to say no to the renewable energy battery  
17   storage pilot, the advanced easy pay pilot, and the  
18   subscription pricing pilot.

19                  The companies also seek waivers from certain  
20   aspects of the Commission's Rule 13, billing and payment  
21   standards. That rule provides protections for customers  
22   in the area of utility bills, utility disconnections for  
23   unpaid bills, and the like. The Commission should say  
24   an emphatic no to that request. Contessa King, Scott  
25   Glasgow, Cory Boustead, and Cedric Cunigan will testify

1 for staff on the pilot programs issue.

2 Also on Tuesday you will hear Issue 25, tariff  
3 revisions. Staff advises the Commission to require the  
4 companies to retain the word pilot in their economic  
5 relief pilot program tariff. Jordan Hull will testify  
6 for staff.

7 On Wednesday, you will hear Issues 18 and 20  
8 regarding class cost of service and rate design and  
9 electrification tariffs respectively. Sarah Lange will  
10 testify for staff on both issues.

11 Rate design refers to the process of designing  
12 rates and tariffs that will over the course of a year  
13 collect the authorized amount of revenue for the  
14 companies from their customers. Class cost of service  
15 refers to the analysis that matches costs to cost  
16 causers so that customers will pay no more than their  
17 fair share.

18 Issue 20, the electrification tariffs, refers  
19 to the proposed electric vehicle charging rates, the  
20 proposed business electric vehicle charging service, the  
21 proposed electric transit service rates, and the  
22 proposed commercial electric vehicle charger rebates.  
23 Staff urges the Commission to deny each of these  
24 proposals.

25 On Thursday, you will hear Issue 15, rate

1 base, Issue 3, resource planning, and Issue 43, street  
2 lighting. Staff has no position on the first two of  
3 these issues. Jordan Hull will testify for staff on the  
4 issue of resource planning purely for informational  
5 purposes. Staff has no witnesses on the remaining two  
6 issues but will make Sarah Lange available on the issue  
7 of street lighting if the Commission has any questions  
8 for her. With respect to street lighting, staff opposes  
9 any tariff changes.

10 Finally, on Friday of next week, the last day  
11 of hearing, you will hear the remaining parts of Issues  
12 5 and 6, the fuel adjustment clause and fuel and  
13 purchased power. Shawn Lange will testify for staff.  
14 He will tell you that the cost of the Central Nebraska  
15 Public Power and Irrigation District hydro Purchased  
16 Power Agreement should not be included in Metro's FAC  
17 base factor.

18 Brad Fortson will testify with respect to the  
19 PISA deferral. Staff has no position on that.

20 We have an exciting two weeks planned for you.  
21 Thank you for your attention, and I'll answer any  
22 questions.

23 JUDGE HATCHER: Thank you. Any questions for  
24 counsel? We'll move on to Mr. Opitz. Did you wish to  
25 make an opening statement?

1 MR. OPITZ: Your Honor, understanding that  
2 there's mini openings, I'll just reserve until then.  
3 Thank you.

4 JUDGE HATCHER: Understood. We'll move on to  
5 Renew Missouri. The next on the list that was submitted  
6 is MIEC which already requested to be excused and to  
7 also make their mini opening statement. I will go ahead  
8 and call on them just in case they've changed their  
9 mind. MIEC. Renew Missouri?

10 MS. GREENWALD: Good morning. May it please  
11 the Commission. My name is Alissa Greenwald, and I'm  
12 appearing on behalf of Renew Missouri Advocates. Renew  
13 Missouri is a non-profit clean energy advocacy group  
14 with a mission of transforming the state of Missouri  
15 into a national leader in clean energy. To that extent,  
16 we also seek to make Evergy a leader in clean energy  
17 among investor-owned utilities.

18 And we believe that many of the programs  
19 proposed in this case put the company on the right track  
20 to accomplish this goal. With that being the case, our  
21 interests in this case focus on rate design and pilot  
22 programs. Renew Missouri is a signatory to the  
23 stipulation and agreement filed by the parties to this  
24 case yesterday, August 30, 2022.

25 This stipulation resolves Renew Missouri's

1 concerns related to rate design leaving pilot programs  
2 leftover to be resolved at hearing. The rate design  
3 issues raised by Renew Missouri and resolved in the  
4 stipulation and agreement focus on finding a solution in  
5 which net metered solar and distributed generation  
6 customers are able to benefit from time of use rates.  
7 This conflict centers around tension between the  
8 company's interpretation of the billing period  
9 requirements and the Net Metering and Easy Connection  
10 Act with another section of the statute requiring  
11 utilities to offer the same rate options to net metered  
12 and non-net metered customers alike.

13           Evergy witnesses believe that a legislative  
14 fix is required to solve this issue, but Renew Missouri  
15 has concerns that the Commission cannot require a  
16 utility to lobby for a change in the law. Moreover, we  
17 disagree that a legislative change is even necessary to  
18 find a solution to this problem.

19           To resolve this conflict, the parties to the  
20 stipulation and agreement agree that the company shall  
21 develop a report that examines the technical, billing,  
22 and legal barriers to offer in time of use rates to  
23 residential customer generators with net metering or  
24 interconnection agreements. This report will also  
25 explore potential solutions to the barriers identified

1 and will be shared with the parties to this case and  
2 other interested stakeholders before the filing of the  
3 company's next rate case.

4 We believe that through this in-depth analysis  
5 and further collaboration we can find a solution in  
6 which net metered customers are able to participate in  
7 time of use rates. In addition, the stipulation and  
8 agreement commits the company to work with Renew  
9 Missouri to provide residential customer billing and use  
10 data for an analysis of energy burdens across the  
11 company's Missouri service territories.

12 Now, let's turn to pilots and programs, which  
13 are issues that the stipulation and agreement preserved  
14 for hearing. Renew Missouri is supportive of the  
15 company's proposed changes to the solar subscription  
16 pilot. These changes include converting the pilot into  
17 a permanent program, reducing the subscription  
18 threshold, eliminating the solar resource size  
19 limitation, allowing commercial participation in the  
20 program, and removing the two-year delay in expansion.

21 As described in the testimony of Renew  
22 Missouri witness Philip Fracica, these changes are  
23 consistent with the terms of Ameren's Community Solar  
24 program which has demonstrated success on the eastern  
25 side of the state.

1                   While Evergy's solar subscription pilot is  
2 still in its early phases, the company has met the  
3 requirements necessary to construct its first solar  
4 resource to serve the program and pilot evaluation  
5 reports have shown that there is strong customer  
6 interest in participation.

7                   These proposed changes will allow Evergy to  
8 better serve the needs of its customers by reducing lead  
9 time in construction and leveraging economies of scale  
10 to drive down price. We request that the Commission  
11 approve these changes to the solar subscription pilot as  
12 proposed by the company.

13                   Renew Missouri is also supportive of the  
14 company's proposed residential battery energy storage  
15 pilot which will allow Evergy to gain operational  
16 knowledge to build out and further expand a distributed  
17 battery program in the future.

18                   Residential batteries have significant  
19 potential for demand response and lowering customer  
20 bills, and Renew Missouri agrees with the company that  
21 simply studying the deployment of residential batteries  
22 is no substitute for hands on operational knowledge.

23                   Similar programs have been implemented with  
24 success around the country leaving customers with lower  
25 bills and utilities with greater demand response

1 resources. We encourage the Commission to approve the  
2 residential battery energy storage pilot as proposed by  
3 the company.

4           Finally, Renew Missouri is pleased to see that  
5 the company complied with the Commission order from its  
6 previous rate case by proposing a low income solar  
7 subscription program. Solar subscription programs,  
8 often referred to as community solar, have the potential  
9 to deliver access to clean energy to people who have  
10 been traditionally unable to benefit directly from  
11 renewable resources.

12           Generally speaking this includes lower income  
13 customers who face cost barriers in acquiring rooftop  
14 solar or renters who are unable to install rooftop solar  
15 because they do not own the property themselves.

16           In addition, the economic benefits of  
17 constructing a utility scale solar resource can be  
18 passed down to subscribing customers breaking down cost  
19 barriers to benefiting from renewable resources.

20           While the pilot as proposed by the company  
21 delivers a small amount of bill savings to subscribers,  
22 Renew Missouri has developed suggestions to create more  
23 meaningful bill impacts for low income customers. As  
24 outlined in the rebuttal testimony of Philip Fracica,  
25 utilities in other parts of the country have begun



1 delivering greater and more impactful bill savings to  
2 low income customers by subsidizing their community  
3 solar offerings with weatherization funds.

4 Not only does this use of weatherization funds  
5 deliver immediate and permanent bill impacts, but it  
6 also allows renters who have been traditionally excluded  
7 from weatherization to benefit from weatherization  
8 funds.

9 Renew Missouri has identified several pathways  
10 in which the company can leverage weatherization funds  
11 to deliver real savings to customers, and we believe  
12 that these proposed modifications will provide a greater  
13 impact to those that need it the most.

14 Accordingly, we ask the Commission to order  
15 Evergy to offer the low income solar subscription pilot,  
16 to commit to reducing the subscription costs if and when  
17 the program is expanded, and to work with the parties to  
18 explore ways to further subsidize the program to create  
19 more significant savings for low-income participants,  
20 including using weatherization funds from federal  
21 weatherization grants or the company's own  
22 weatherization contributions. Thank you. And I'm happy  
23 to answer any questions.

24 JUDGE HATCHER: Thank you, Ms. Greenwald. Any  
25 questions from the Commission? We'll go ahead and move

1 on to Sierra Club. And they were previously excused.  
2 We'll call also ChargePoint, give them the opportunity.

3 MR. DUNBAR: Thank you, Your Honor. Scott  
4 Dunbar on behalf of ChargePoint. I'm going to go ahead  
5 and reserve my time for September 7. Our witness  
6 Mr. Wilson will be appearing in the morning on  
7 residential rate design issues that day and then later  
8 that day on the EV charging program and tariffs. And so  
9 if it pleases Your Honor and the Commission, I would  
10 just save my opening statement for September 7.

11 JUDGE HATCHER: Understood. We'll hear from  
12 you then.

13 MR. DUNBAR: Thank you.

14 JUDGE HATCHER: We'll move on to Dogwood. And  
15 Google, did you already tell me you were reserving yours  
16 as well?

17 MR. PLUTA: I have a short opening.

18 JUDGE HATCHER: Okay. Go ahead, please.

19 MR. PLUTA: Thank you, Commissioners and Judge  
20 Hatcher. In the interest of time, I'll keep this brief.  
21 Google intervened in this case because -- Sean Pluta on  
22 behalf of Google.

23 Google intervened in this case because it is  
24 potentially interested in developing data center  
25 facilities in the Evergy metro area. This would make

1 Google one of the largest customers in the Evergy metro  
2 area should that come to pass. At this time, Google is  
3 not planning on providing any issue-specific openings,  
4 cross or witnesses, nor does it oppose the settlement  
5 currently before the Commission.

6 On behalf of Google, I would like to thank the  
7 Commission, Judge Hatcher, and the other parties for  
8 their time today and over the course of the past few  
9 months. Thank you.

10 JUDGE HATCHER: Thank you, sir. We'll move on  
11 to Ms. Bell for Velvet Tech.

12 MS. BELL: Your Honor, we'd like to reserve  
13 our openings for tomorrow and do a mini opening then.  
14 Thank you.

15 JUDGE HATCHER: Understood. We'll hear from  
16 you then. Mr. Clizer, bring us up, please. You are the  
17 last opening statement. And again, I just want to let  
18 everybody know with the conclusion of the final opening  
19 statement, we will have finished our business scheduled  
20 for today. Mr. Clizer.

21 MR. CLIZER: I'm not going to take us up to  
22 9:45. I promise. If it would please the Commission.  
23 John Clizer on behalf of the Missouri Office of the  
24 Public Counsel. I would also like to start off with the  
25 good news, right? We had, I believe, 46 issues on that

1 list of issues not including subparts that I thought  
2 brought it up to like --

3 THE STENOGRAPHER: I'm sorry. Can you slow  
4 down, please.

5 MR. CLIZER: I can. I apologize.

6 Starting with the good news, like I said, we  
7 had about 46 issues on that list. I think maybe a  
8 hundred or so with subparts. We've knocked out a ton of  
9 them. I also would like to thank all the parties. We  
10 worked together a very long week last week trying to get  
11 that settled. A lot of people made movements. So  
12 that's great. I think that's fantastic.

13 It does however raise the question, okay,  
14 what's with those last 11 issues, right? What are  
15 preventing them from settling? And you might think  
16 those are the big dollar issues, right, the ones that  
17 are going to make or break the case. That's not  
18 necessarily the case here though. In my opinion, the  
19 issues that we have here, or at least some of them, the  
20 ones that the OPC in particular are keying on, I  
21 characterize those as a product of Evergy's propensity  
22 to try and game the regulatory system. When I say  
23 "game," I mean trying to influence or manipulate the  
24 regulatory process in such a way that maximize the  
25 company's returns.

1 I'm going to give you three examples what I'm  
2 referring to and those are the three biggest issues I  
3 think you're going to hear about in this case, or at  
4 least two of them are. The first one is Sibley, right?  
5 Now, as counsel for staff already told you, Sibley is a  
6 big generating facility that was in Evergy West's  
7 service territory. The company shut it down several  
8 years ago, 22 years ahead of when it was scheduled to be  
9 shut down. Now, of course, the OPC, we think that's  
10 imprudence. I mean, that was Evergy West's largest  
11 dispatchable generating facility. It made up almost 25  
12 percent of their load -- sorry, more than 25 percent of  
13 their generation. But that's not the issue here, right?

14 The real problem is during the last rate case  
15 when Sibley was on the table, the company attempted to  
16 time things in such a manner as to make sure that the  
17 Sibley issue was outside of the case but Sibley was  
18 still in rates.

19 You know, the company even went so far as to  
20 tell stakeholders and the Commission in the last rate  
21 case hey, we're not even sure if we're shutting it down.  
22 As a result of that, we ended up for a moment having  
23 rates set with a phantom plant, with phantom employees,  
24 burning phantom coal and producing no profits. Now,  
25 fortunately OPC and the Midwest Energy Consumer Group,

1 or MECG, brought a complaint case and as a result of  
2 that this Commission ordered Evergy to track the return  
3 depreciation expense and O&M expense of the Sibley  
4 generating facility. That AAO that is a part of this  
5 case is going to help walk back that first example of  
6 the company trying to game the Commission by including a  
7 generating facility that literally was not generating in  
8 rates. Great.

9 Now we have a second problem here. This is a  
10 preview for what you're going to hear tomorrow. You  
11 see, during the complaint case the company wanted to  
12 make sure that if the Commission were to determine there  
13 should be no return on, they wouldn't be hit with the  
14 full amount of what was left for Sibley. So the company  
15 effectively filed testimony in that case that changed  
16 the amount of depreciation reserve for the Sibley  
17 plants.

18 In the actual rate case itself, the company  
19 and staff had both agreed that the remaining plant  
20 balance for Sibley was about \$300 million, about 295,  
21 I'm rounding up a little bit. In the complaint case,  
22 Evergy filed testimony that cut that in half down to  
23 \$150 million. And they did this by reallocating  
24 depreciation -- depreciation reserve that it accumulated  
25 away from other steam generating facilities to Sibley.

1                   Now why did they do this? Two reasons.  
2                   First, if the Commission were to order them to track the  
3                   return on Sibley, which the Commission did, the company  
4                   wants to be able to track reserve on this 150 million  
5                   and not the 300 million that was actually put into rates  
6                   in the rate case. Well, the OPC argues was in rates.  
7                   The other thing, of course, is that by taking the 150  
8                   million of accumulated reserves away from the existing  
9                   steam generating facilities and transferring to Sibley,  
10                  you increase the remaining plant on those other  
11                  facilities which allows the company to earn a return on  
12                  them, which means, again, even if the Commission decides  
13                  hey, no return on Sibley, they can still earn a return  
14                  on that \$150 million of shifted plant. This is the  
15                  second way that we have a problem with Sibley and the  
16                  second game that is attempted to be played.

17                  The biggest issue you're going to hear about  
18                  tomorrow is what should be done about the starting value  
19                  of Sibley. What is the actual net plant value of  
20                  Sibley. Should you use the 300 million that was put  
21                  into rates, that the OPC argues was put into rates, or  
22                  should you use the 150 million roughly from the  
23                  complaint case. That's the Sibley issue. It's not the  
24                  only one though.

25                  The second big issue, in my opinion, is the

1 FAC. And in this case I believe Evergy is attempting to  
2 avoid its PISA caps using the FAC, as a little bit of  
3 background is needed here of course. Evergy elected for  
4 plant in service accounting commonly known as PISA. The  
5 legislation that created PISA, which I believe at least  
6 one of our commissioners is intimately aware of,  
7 includes legislative caps. And if you go above the rate  
8 cap, you lose the excess revenue as part of a  
9 performance penalty.

10 In this case Evergy Metro isn't at risk of  
11 hitting those caps but Evergy West is. You think why  
12 not Metro and why West. Well, the answer for that  
13 actually goes back to the previous issue. You see, when  
14 Evergy shut down Sibley, they didn't replace it with  
15 anything. They didn't build new generation. They  
16 didn't enter into any energy contracts. As a result,  
17 they'd have to buy all of their energy off the SPP  
18 market and they can't offset it with energy that they're  
19 selling in the market. That's why you have such a huge  
20 amount of purchased power cost for Evergy.

21 If you think back to the graph that you saw  
22 from counsel for Evergy and you saw that huge bar on the  
23 West side, that's exactly why that exists. They need to  
24 replace Sibley with something, either generation or  
25 energy contracts. The fact that they haven't has put a



1 huge amount of cost on customers which when combined  
2 with the PISA investment is bringing West dangerously  
3 close to hitting its caps.

4 Now, the revenue requirement agreed to in this  
5 case should prevent them from hitting the caps  
6 potentially. But there's a whole separate case  
7 currently pending before the Commission. It's Evergy  
8 West's FAC rate increase case. It directly ties into  
9 the PISA deferral issue that's set to hear next Friday.  
10 The outcome of that case and this case are intertwined,  
11 and the Commission really needs to think about them  
12 together. I will address this on Friday, and I strongly  
13 urge the Commission if you haven't already had a chance  
14 to to read the memorandum that was attached to the  
15 motion for summary determination that I filed in that  
16 case. I don't want to get into the details here, but  
17 the short version is if the Commission adheres to the  
18 letter of the law in the FAC rate increase case and puts  
19 into rates the proper amount for the FAC before rates  
20 become effective in this case, then the rate cap issue  
21 is going to become a problem in this case.

22 Again, I will fill in more details next Friday  
23 on that. For now I'm just going to leave it as there is  
24 a game being played regarding the FAC and the PISA rate  
25 caps the Commission needs to be aware of.

1           The last example I want to talk about are AMI  
2 and TOU rates. AMI, as the Commission of course is  
3 aware, is Advanced Metering Infrastructure. It was  
4 already mentioned earlier. Evergy began installing AMI  
5 about eight years ago and has pretty much completely  
6 replaced all of its existing meters with AMI.

7           Now, Evergy will be quick to tell you that  
8 there's a bunch of benefits to AMI; but if you do a  
9 careful review of the literature, for residential  
10 customers there's pretty much just the one major benefit  
11 and that is having time of use rates or TOU. I don't  
12 think I need to tell this Commission about the  
13 difficulty that we've had getting TOU in Evergy's  
14 service territory.

15           Evergy's customers have paid for not 1, not 2,  
16 not 5, not 10, but 14 separate TOU studies. And now  
17 that we have AMI on just about every residential home in  
18 Evergy's service territory, the company is still not  
19 willing to go to a default time of use rates. That's  
20 the first game that I say Evergy is playing, stalling  
21 time of use as long as possible.

22           Staff by contrast is advocating for default  
23 time of use rates, and the OPC we fully support that.  
24 But Evergy, Evergy is not only saying no to default time  
25 of use, they want the opposite. They want something

1 called subscription pricing, which I'm going to refer to  
2 as buffet style pricing. Basically it means that you  
3 can use as much electricity as you want whenever you  
4 want and you're charged a fix price.

5 This is a major problem. First of all, you  
6 don't need AMI meters for that. So it completely  
7 undercuts all of that investment. Second, it undercuts  
8 all of the MIEAA energy conservation investments you've  
9 made, because again you're no longer attempting to get  
10 peak shaving. You're no longer trying to get people to  
11 charge at the right time. Third, this creates a massive  
12 opportunity for increased load and increased capital  
13 expenditure buildouts. I cannot stress enough to you  
14 just how contrary to the AMI investments and all the  
15 other MIEAA products that you've had subscription  
16 pricing is and I'd strongly recommend that the  
17 Commission reject it.

18 So let's talk about why we need the new  
19 meters. This was already briefly addressed by counsel  
20 for staff. The only difference between the new meters  
21 and the existing ones is the ability to perform what's  
22 called a service disconnect which basically means you  
23 can remote disconnect customers. Unfortunately Evergy  
24 can't currently do that mostly because there's existing  
25 customer protections like the door knock provision which

1 would basically prevent them from actually being able to  
2 accomplish this feat.

3           The original AMI meters that were put in place  
4 were put in place, like I said, about eight years ago.  
5 We are seeing them being removed after as little as four  
6 to five years and these things have a 20-year average  
7 service life based on the battery that's inside them.  
8 So we're not even seeing like a fifth of the value of  
9 these meters being recovered before they're being  
10 removed. This is imprudence, and the OPC is asking  
11 that, along with staff, is asking that the Commission  
12 disallow the recovery of these AMI meters that are being  
13 prematurely replaced with new AMI, SD or service  
14 disconnect meters. It is unnecessary for the company to  
15 have spent money to install meters, avoid the time of  
16 use rates that would have benefited from those meters,  
17 and now attempt to replace the brand new AMI meters  
18 before they've had a chance to be fully used.

19           So those are the three examples I have for  
20 what I would call gaming the regulatory system, and  
21 those are some of the biggest concerns that the OPC has  
22 in this case. They're not the only ones though.  
23 There's a couple other issues that are out there.

24           For example, Evergy is currently demanding  
25 that its Missouri customers pay for a Power Purchased

1 Agreement, the hydro PPA from Nebraska you've all heard  
2 about, that's really only being used to serve Kansas or  
3 rather was entered into because of Kansas renewable  
4 standard requirements. It was entered into because of  
5 Kansas law. Missouri customers shouldn't have to pay  
6 for it. That's the basis of the OPC's argument.

7           Evergy is also seeking rebates for EV charging  
8 stations. The problem with that it's going to  
9 cannibalize their existing clean charge network which is  
10 already not making back the money it's worth. Again,  
11 you need to pick a lane, right? You shouldn't be  
12 rebating other people installing charging stations when  
13 you already have a hundred plus charging stations  
14 yourself that you're trying to make a return on  
15 investment.

16           Evergy is requesting a residential battery  
17 program that only has about 50 batteries in it and which  
18 can pretty much already be demonstrated is not going to  
19 be cost effective. We don't feel like that's a good use  
20 of customer money.

21           Evergy is asking for changes to its solar  
22 subscription pilot program but they haven't actually  
23 built the farm itself yet. The OPC is simply saying  
24 maybe build the solar farm before you come in and say we  
25 want to make it a permanent and not be a pilot any more.

1 I don't feel like that's an unreasonable ask. We're  
2 also asking for the elimination of the MBDR tariff  
3 because again there is literally nobody currently on it  
4 and we don't think we need to make changes to the tariff  
5 since nobody is currently using it. Finally, Evergy is  
6 pushing for a prepaid billing system under the name  
7 Advanced Easy Pay. The simple answer here is customers  
8 can literally already prepay their bills. If you're an  
9 Evergy customer, you can just pay more than what you're  
10 actually charged and the remainder will stand around  
11 waiting to be used against your next charge.

12 All their program does is let you be  
13 disconnected faster if you fail to make the prepayments.  
14 It's not helpful to customers.

15 So over the course of the next few days you're  
16 going to hear from multiple OPC witnesses who will  
17 explain the various problems with all the issues that  
18 yet remain for hearing. I urge this Commission to ask  
19 our witnesses any questions you might have even if you  
20 disagree with us, especially if you disagree with us.

21 I think that the stipulation in this case can  
22 demonstrate that the OPC is not completely unreasonable.  
23 The reason that we're disagreeing with the remaining  
24 issues is simply because they make no sense when you  
25 come right down to them. Look at what the company has

1 requested, look what the parties have agreed to, and  
2 recognize that the last few stragglings programs are just  
3 chaff. They're unnecessary, unhelpful red herrings that  
4 Everygy does not need to serve its customers and does not  
5 meaningfully benefit them. With that I'll ask if  
6 there's any questions.

7 JUDGE HATCHER: Thank you, Mr. Clizer. Any  
8 questions?

9 CHAIRMAN SILVEY: I don't think so.

10 JUDGE HATCHER: Thank you, sir. One last call  
11 for opening statements any parties that are here that I  
12 skipped, neglected to call. Then we will move on. We  
13 can all disregard my instructions for lunch and you can  
14 take as long as you like unless you work here in the  
15 building and then you probably need to ask a supervisor.

16 Tomorrow we will come in again at 8:30 a.m.  
17 set up with the same technology and we will go over the  
18 Sibley issue.

19 Anything else left to discuss today before we  
20 adjourn?

21 MR. OPITZ: Your Honor, there's one item I'd  
22 like to mention. In the, I think it was labeled the  
23 corrected list of issues that talked about the order of  
24 cross, there was a general statement indicating for many  
25 of these issues they should be heard from least adverse

1 to most adverse for the witnesses. I don't think what's  
2 filed -- I just want to let you know I don't think  
3 what's filed in that as the example is the appropriate  
4 order for Sibley issues, and I guess I can talk with the  
5 parties to come up with an appropriate list if you  
6 require. Otherwise, we can handle that tomorrow.

7 JUDGE HATCHER: I prefer the parties to work  
8 out as much as they can. I don't need a formal filing.  
9 Email works fine. This is all procedural. If you can  
10 give me a heads up a couple minutes before we start,  
11 that would be awesome.

12 MR. OPITZ: I will attempt to do that. Thank  
13 you, Your Honor.

14 JUDGE HATCHER: Okay. Thank you. Anything  
15 else? Sorry for the informality. Okay. We are  
16 adjourned for today. We are off the record.

17 (Thereupon, the hearing adjourned at 9:30  
18 a.m.)

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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 1 through 46, 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 13th day of September, 2022.

Beverly Jean Bentch

Beverly Jean Bentch, RPR, CCR No. 640

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