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STATE OF MISSOURI

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PUBLIC SERVICE COMMISSION

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TRANSCRIPT OF PROCEEDINGS

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Case Discussion in Agenda

7

August 29, 2006

8

Jefferson City, Missouri

Volume 6

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In the Matter of The Empire)

District Electric Company of)

12

Joplin, Missouri, for Authority to)

File Tariffs Increasing Rates for) Case No. ER-2006-0315

13

Electric Service Provided to)

Customers in the Missouri Service)

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Area of the Company)

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COLLEEN M. DALE, Presiding,
CHIEF REGULATORY LAW JUDGE.

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JEFF DAVIS, Chairman,

CONNIE MURRAY,

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STEVE GAW,

ROBERT M. CLAYTON,

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LINWARD "LIN" APPLING,

COMMISSIONERS.

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REPORTED BY:

24

KELLENE K. FEDDERSEN, CSR, RPR, CCR

MIDWEST LITIGATION SERVICES

25

1 P R O C E E D I N G S

2 CHAIRMAN DAVIS: Item No. 2, ER 2007-0004

3 -- no, that's not right. We need to go to case
4 discussion, Item No. 2, ER-2006-315, Empire District
5 Electric Company, discuss Stipulation & Agreement as to
6 Certain Issues. Don't all jump in at once here. Judge?

7 JUDGE DALE: We have Mr. Dottheim and
8 Mr. Oligschlaeger here to answer questions.

9 MR. DOTTHEIM: Also, I might note that I
10 just visited with Mr. Conrad. I see Mr. Woodsmall's here.
11 Mr. Conrad and Mr. Mills are downstairs in the Kansas City
12 Power & Light settlement conference. They're making their
13 way up here also.

14 MR. WOODSMALL: Your Honor, I would note I
15 guess at this time, while Praxair/Explorer do not oppose
16 the stipulation, we would note that any evidence, if you
17 will, that comes out of this agenda is not substantial and
18 competent evidence because this would -- if it is
19 evidence, this would have to be a hearing, and this was
20 never noticed properly, noticed up as a hearing.

21 So I have no problems with you asking
22 questions, but it would not constitute competent and
23 substantial evidence because it was never noticed.

24 CHAIRMAN DAVIS: Judge Dale, can I ask
25 Mr. Woodsmall one question?

0003

1 JUDGE DALE: Sure. Go ahead.

2 CHAIRMAN DAVIS: It would serve as
3 competent and substantial evidence of any ex parte
4 communications that we have regarding this issue, wouldn't
5 it?

6 MR. WOODSMALL: Yes. It would not
7 constitute evidence for purposes of this case, though.

8 CHAIRMAN DAVIS: Right. Wouldn't
9 constitute evidence, but certainly it would constitute a
10 record that -- of any and all questions regarding any of
11 these issues so that --

12 MR. DOTTHEIM: And again, I believe Praxair
13 and Explorer Pipeline are not objecting.

14 MR. WOODSMALL: We are not objecting to the
15 stipulation.

16 CHAIRMAN DAVIS: So if you see something
17 here you like, you better be sure and ask about it again.

18 MR. DOTTHEIM: And I think we're now being
19 joined by Mr. Mills and Mr. Conrad.

20 COMMISSIONER CLAYTON: Perhaps,
21 Mr. Chairman, we need to know what parties are represented
22 in the room and who is not. Is that appropriate?

23 CHAIRMAN DAVIS: Yes. Have counsels made
24 their entries of appearance and who are parties in this
25 case?

0004

1 MR. DOTTHEIM: Appearing on behalf of the
2 Staff of the Missouri Public Service Commission, Steven
3 Dottheim, Post Office Box 360, Jefferson City, Missouri
4 65102.

5 MR. MILLS: Appearing on behalf of the
6 Office of the Public Counsel, my name is Lewis Mills. My
7 address is Post Office Box 2230, Jefferson City, Missouri
8 65102.

9 MR. CONRAD: Stu Conrad for Praxair and
10 Explorer. I just found out about this about five minutes
11 ago.

12 CHAIRMAN DAVIS: Are there any other
13 parties to the case that are not present?

14 MR. DOTTHEIM: Yes. On page 9 of the
15 Stipulation & Agreement, on the certificate of service are
16 shown counsel for, well, Aquila, and counsel for Kansas
17 City Power & Light, Mr. Fischer, is downstairs in the
18 Kansas City Power & Light settlement conference. And
19 counsel for Missouri Department of Natural Resources,
20 Ms. Shelley Woods, I do not believe she is in the
21 building.

22 MR. SCHWARZ: What about Empire, Steve?
23 There's nobody here.

24 MR. DOTTHEIM: Well, for Empire itself,
25 I've just been reminded, I haven't heard anyone, any

0005

1 counsel for Empire indicate that they're here.

2 CHAIRMAN DAVIS: Who's Brydon Swearengen
3 represent, Empire?

4 MR. DOTTHEIM: Yes, Brydon, Swearengen &
5 England represents Empire and Aquila.

6 CHAIRMAN DAVIS: I've just been informed
7 that they're here in the capacity of note taking only.
8 All right. Judge Dale, I'm assuming they had notice,
9 correct?

10 JUDGE DALE: Yes. And the Stipulation &
11 Agreement does permit Staff to answer all Commission
12 questions on behalf of the parties, any signatory party.

13 MR. MILLS: I don't know what kind of
14 notice Empire got, but I got notice about probably less
15 than five minutes ago that the Commission had questions on
16 this topic this morning. It was listed on agenda, but I
17 had no idea that there was going to be a question and
18 answer and on-the-record session until just a few minutes
19 ago. In fact, I didn't even know it was going to be on
20 the record until I got up here and saw a court reporter.

21 CHAIRMAN DAVIS: All right.

22 COMMISSIONER CLAYTON: Judge Dale, has
23 anyone objected? The last time we talked about this case,
24 the time for objection I believe was yesterday; is that
25 correct?

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1 JUDGE DALE: Yes.

2 COMMISSIONER CLAYTON: And no objections
3 have been filed?

4 JUDGE DALE: No. So if you have questions,
5 I think the way to start would be with Mr. Dottheim and
6 Mr. Oligschlaeger.

7 CHAIRMAN DAVIS: We're just discussing this
8 today? We're not voting, are we?

9 JUDGE DALE: Discussing it so that parties
10 will know that whether or not --

11 CHAIRMAN DAVIS: So we'll take a straw
12 poll, is that what we're doing today?

13 MR. DOTTHEIM: I would note the list of
14 issues and schedule of issues was filed yesterday, and the
15 first day of hearings is a week from today, and the Staff
16 is here to answer questions. But if the Commissioners
17 have questions a week from today or additional questions
18 or for any reason would want to ask questions instead on,
19 for example, next Tuesday, I think the schedule next
20 Tuesday would accommodate trying the issue that is
21 scheduled for that day and opening statements and
22 addressing the Stipulation & Agreement as to Certain
23 Issues.

24 I would note that on the Stipulation &
25 Agreement as to Certain Issues, there's some significant

0007

1 items, but -- and Mr. Oligschlaeger can address this. I
2 don't believe that they've been resolved in a unique
3 manner. That is the ones that appear in other cases. The
4 more significant issues remain in the case and are
5 scheduled over the two-week period, and there are some
6 open days in the second week if for any reason the
7 Commissioners would not accept the Stipulation & Agreement
8 as to Certain Issues.

9 There are some open days even given the
10 fact that the first day next week is Labor Day, and there
11 will be no hearings on the Empire case on Thursday of next
12 week because of hearings on SB 179 on the rulemaking that
13 are scheduled on Thursday, September 7th, and are likely
14 to go all day and then maybe into the evening.

15 CHAIRMAN DAVIS: Does anybody want to jump
16 in here? I guess I'll jump in. Okay. Mr. Dottheim,
17 basically, in settlement of the list of issues contained
18 in No. 1 on item -- or page 1 and page 2, which there are
19 approximately 21 bullet pointed issues, if I can count
20 correctly, Staff and the other parties have either agreed
21 or are not objecting to the inclusion of \$2 million in
22 Empire Electric's revenue requirement as a settlement of
23 those issues?

24 MR. DOTTHEIM: Yes. There's a dollar
25 settlement for all of those -- for all of those issues.

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1 CHAIRMAN DAVIS: Okay.

2 MR. DOTTHEIM: And that's based upon, in
3 particular with the Staff, the Staff's assessment of those
4 issues as far as the likelihood in part of prevailing if
5 those issues go before the Commission.

6 And again, it's also an effort to make the
7 hearing of this case more manageable based upon the
8 determination that the case in total could not be
9 resolved, so how to make the case as manageable as
10 possible and have the most material issues put before the
11 Commission for determination and resolution.

12 CHAIRMAN DAVIS: Okay.

13 MR. DOTTHEIM: And hopefully we will be
14 able to do that in the other rate cases that are pending
15 before the Commission as well. If we can't resolve the
16 case by settlement, we will be able to --

17 CHAIRMAN DAVIS: Resolve what issues you
18 can.

19 MR. DOTTHEIM: We can, and put before the
20 Commission the most significant issues for policy
21 determination.

22 CHAIRMAN DAVIS: All right. Now, there's
23 3.3 million for OPEBs, post-employment benefit costs, and
24 that's a, quote, tracker?

25 MR. DOTTHEIM: I would ask

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1 Mr. Oligschlaeger to respond.

2 CHAIRMAN DAVIS: Mr. Oligschlaeger, is that
3 correct?

4 MR. OLIGSCHLAEGER: Yes. There is -- in
5 this agreement, if the Commission approves it, we're
6 establishing a tracking mechanism for OPEBs cost, and this
7 would be the amount that we would look at in a future or
8 in Empire's next rate case. To the extent Empire has
9 incurred greater amounts of OPEBs than this, they will be
10 booked to a regulatory asset account for future recovery.
11 If they incur less expense than this, they will be booked
12 to a regulatory liability and will be credited back to
13 customers at that time.

14 CHAIRMAN DAVIS: Okay. What was the number
15 in the -- was there a tracker in the previous case or --

16 MR. OLIGSCHLAEGER: Not for OPEBs.

17 CHAIRMAN DAVIS: Not for OPEBs. Okay. Was
18 there a sum -- what was the sum included in rates in the
19 last rate case?

20 MR. OLIGSCHLAEGER: For OPEBs, I would have
21 to go back and look at that.

22 CHAIRMAN DAVIS: And there's a pension --
23 there's a pension tracker as well?

24 MR. OLIGSCHLAEGER: Yes. This stipulation
25 would continue the pension tracker mechanism that was

0010

1 established in Empire's last rate case.

2 CHAIRMAN DAVIS: Can you distinguish, what
3 is the difference between -- I guess pension is just the
4 straight retirement plan, and OPEBs are insurance and
5 things of that nature?

6 MR. OLIGSCHLAEGER: They're to cover
7 retiree health costs.

8 CHAIRMAN DAVIS: Retiree health costs.

9 MR. OLIGSCHLAEGER: For the most part.

10 CHAIRMAN DAVIS: So basically going to a
11 tracker on both of those?

12 MR. OLIGSCHLAEGER: That is correct.

13 CHAIRMAN DAVIS: So basically, if you're
14 above the 3.9 or 3.3 million, then after the next rate
15 case they get to collect it. If they're below, that gets
16 subtracted off of what they would be entitled to in the
17 next rate case; is that correct?

18 MR. OLIGSCHLAEGER: Yes.

19 CHAIRMAN DAVIS: Mr. Oligschlaeger, is
20 there anything else that you think it's pertinent that the
21 Commission should know about this settlement?

22 MR. OLIGSCHLAEGER: I do not believe, as
23 Mr. Dottheim said earlier, there's anything particularly
24 unique within these terms of settlement.

25 MR. DOTTHEIM: Mr. Oligschlaeger, might you

0011

1 address the -- at the bottom of page 3, the Energy Center
2 Units 3 and 4?

3 MR. OLIGSCHLAEGER: Okay. There was an
4 issue both in Empire's last rate case and in this rate
5 case about certain construction costs that were incurred
6 by Empire on their Energy Center 3 and 4 units. They had
7 employed a contractor which ultimately was unable to
8 finish the work because of some financial difficulties,
9 and Empire had to complete the work with new contractors
10 at additional costs.

11 For purposes of this case, it was
12 determined that it would be reasonable to compromise on
13 the amount of construction costs that would be unrecovered
14 by Empire and, therefore, written off on their books, and
15 it was determined that a million dollars writeoff would be
16 reasonable.

17 MR. DOTTHEIM: And that number was agreed
18 to by the company and Staff and will be used on a going-
19 forward basis.

20 MR. OLIGSCHLAEGER: Yes. This will be a
21 binding point for future rate cases.

22 CHAIRMAN DAVIS: So they hired a contractor
23 that in the end was unable to perform. They had to hire a
24 new contractor, incur additional expenses. Staff was
25 moving to disallow those expenses, and Empire's agreed to

0012

1 basically settle it and write \$1 million off the books?

2 MR. OLIGSCHLAEGER: That is correct.

3 CHAIRMAN DAVIS: Okay. That's just
4 1 million total off of their -- off their capital -- their
5 physical plant, their capital that would be depreciated?

6 MR. OLIGSCHLAEGER: Their plant in service
7 balance. So revenue requirement impact would be less than
8 a million dollars.

9 CHAIRMAN DAVIS: Be not minimal, but yet
10 you're amortizing it out over 30 years. All right.

11 MR. OLIGSCHLAEGER: Yeah. It would be
12 costs that they would normally recover over a 30 to
13 40-year period.

14 CHAIRMAN DAVIS: Right. I don't think I
15 have any further questions.

16 COMMISSIONER MURRAY: I have one or two.

17 CHAIRMAN DAVIS: Commissioner Murray.

18 COMMISSIONER MURRAY: The revenue
19 requirement reconciliation with the IEC termination
20 scenario --

21 MR. OLIGSCHLAEGER: Yes.

22 COMMISSIONER MURRAY: -- compared to the
23 IEC continuation scenario, I'm confused as to why there is
24 that significant a difference in the Staff's and OPC's
25 revenue requirements in those two scenarios. Would Staff,

0013

1 for example, with the termination scenario it's
2 17-plus million. Without -- or with the continuation
3 scenario it's minus 11.9 million.

4 MR. OLIGSCHLAEGER: Yes. The IEC
5 continuation --

6 MR. WOODSMALL: Your Honor, I guess at this
7 point I'm going to have to object. This is being held as
8 a hearing with evidence being taken. If we'd known this
9 was going to happen, that issues regarding the IEC and
10 contested issues were going to come up, we would have had
11 our witness here. We would have been prepared to
12 cross-examine. This was initially being conducted as a
13 question and answer regarding the stipulation, and it is
14 now going outside those bounds.

15 COMMISSIONER MURRAY: Okay. I withdraw my
16 question, and thank you for bringing that up. This can
17 wait.

18 CHAIRMAN DAVIS: Any other questions,
19 Commissioner Murray?

20 COMMISSIONER MURRAY: I don't know if this
21 is possible to be answered, but with the issues that were
22 settled, Mr. Dottheim, and the revenue requirement
23 computed as 2 million and the Staff's revised
24 reconciliation, do you know what the total dollar value of
25 these issues as originally requested by the company would

0014

1 have been?

2 MR. DOTTHEIM: I don't recall that exact
3 number. I think Mr. Oligschlaeger may have that number.

4 MR. OLIGSCHLAEGER: So you're asking for
5 the total revenue requirement associated with these issues
6 prior to the settlement?

7 COMMISSIONER MURRAY: With the original
8 request.

9 MR. OLIGSCHLAEGER: Between Staff and the
10 company? I can't give you an exact number right now, but
11 I believe the total value would have been somewhere
12 between 3 and 3 and a half million dollars.

13 COMMISSIONER MURRAY: Thank you. That's
14 all the questions I have.

15 CHAIRMAN DAVIS: Okay. Commissioner Gaw?

16 COMMISSIONER GAW: I just want to follow up
17 on that. That's kind of what I was wanting to know a
18 little bit more about. Give me the perspective from all
19 the parties, if I could, in regard to the value of these
20 issues that are settled and their positions in their
21 testimony so I can understand the settlement and how --
22 and who gave what and how much on these issues.

23 Where was Staff, where was the company,
24 where was Public Counsel, where was -- where were the
25 industrials on these issues in their testimony, on just

0015

1 the amount? Whoever wants to answer that.

2 MR. OLIGSCHLAEGER: If I understand your
3 question, there are a number of issues reflected here.

4 COMMISSIONER GAW: I'm only talking about
5 the stip. I don't want to get outside of that.

6 MR. OLIGSCHLAEGER: Right. In which we
7 believe it was reasonable to accept more or less of a
8 50/50 split of the dollars. Because of new evidence that
9 the company brought forward in prehearing, because of just
10 a --

11 COMMISSIONER GAW: You don't have to
12 explain what it is right now. Just tell me the numbers,
13 what Staff's numbers were on these going in, and then --
14 and what the company's numbers were and the other parties
15 on just these issues.

16 MR. OLIGSCHLAEGER: Okay. Do you want me
17 to go down the list?

18 COMMISSIONER GAW: Yeah. I think that
19 would be the easiest way.

20 MR. OLIGSCHLAEGER: Okay. Banking fees,
21 there was an approximate \$200,000 difference between Staff
22 and the company.

23 COMMISSIONER GAW: Which paragraph is that?

24 MR. OLIGSCHLAEGER: Paragraph 1.

25 MR. DOTTHEIM: Page 1, the first item,

0016

1 first bullet item.

2 COMMISSIONER GAW: Don't give me the
3 difference. Give me the number.

4 MR. OLIGSCHLAEGER: Unfortunately, what I
5 have now, it's easier for me to give the differences.

6 COMMISSIONER GAW: Between you and the
7 company?

8 MR. OLIGSCHLAEGER: Right.

9 COMMISSIONER GAW: Will the other parties
10 line up with one or the other?

11 MR. WOODSMALL: Your Honor, I guess to help
12 out at this point, the industrials didn't file any
13 testimony on any of the issues. We monitored what Staff
14 had done, but we don't have an independent and unique
15 number on these issues.

16 COMMISSIONER GAW: That's helpful.

17 MR. MILLS: And I think that's similar for
18 all the parties in the case.

19 COMMISSIONER GAW: So there are just two
20 parties that were really taking positions on these issues
21 with testimony?

22 MR. MILLS: Yes.

23 COMMISSIONER GAW: Okay. That helps. Go
24 ahead then, just give me the differences.

25 MR. OLIGSCHLAEGER: For outside services,

0017

1 there's an approximate \$287,000 difference. For Edison
2 Electric Institute dues, a \$70,000 difference. For health
3 care costs, an approximate \$1,029,000 difference. For
4 life insurance, \$142,000 difference. For rate case
5 expense, \$125,000 difference. For deferred income taxes,
6 and this is revenue requirement, not rate base, revenue
7 requirement difference was around 270,000.

8 COMMISSIONER GAW: The other figures you've
9 given me were --

10 MR. OLIGSCHLAEGER: They are all revenue.

11 COMMISSIONER GAW: They are.

12 MR. OLIGSCHLAEGER: The Energy Center, the
13 income statement piece was I believe around 28,000. For
14 the Energy Center, the rate base piece, 200 -- hold on. I
15 believe that was around 300,000. The state tax flow
16 through difference, the difference was around 210,000.
17 Prepaid pension asset, difference of 102,000. Allocation
18 of other taxes, 303,000. FAS 87 pension expense, the
19 difference was about 1.4 million.

20 And for OPEBs, the difference was
21 1.2 million, but the Staff had a higher number than the
22 company, so that goes in the opposite direction than
23 everything else. Did I cover all of them?

24 CHAIRMAN DAVIS: Banking fees, did you
25 cover banking fees?

0018

1 MR. OLIGSCHLAEGER: Yeah.

2 COMMISSIONER GAW: What was that number
3 again?

4 MR. OLIGSCHLAEGER: That was 101,000.

5 MR. DOTTHEIM: I think you first gave
6 200,000.

7 MR. OLIGSCHLAEGER: I'm sorry. I'm looking
8 at splitting it. So yes, 200,000 is accurate.

9 COMMISSIONER MURRAY: What was health care
10 expense?

11 MR. OLIGSCHLAEGER: That was 1,029,000.

12 COMMISSIONER GAW: And the resolution of
13 these issues, was it done -- well, I can see here on some
14 of them that you've set out the amount. But overall, when
15 you put all these things together, the differences were
16 basically split?

17 MR. OLIGSCHLAEGER: For some of the issues.
18 There might have been other issues again from Staff's
19 perspective where we conceded the dollars, and the company
20 in turn conceded the dollars. It kind of varies.

21 COMMISSIONER GAW: When I lump them all
22 together, what's it look like?

23 MR. OLIGSCHLAEGER: As a rough estimate,
24 probably around 60 percent of the dollars went to the
25 company, 40 percent to the Staff. Actually, if I may

0019

1 amend that. I haven't talked about test period revenue.
2 There were large differences between the company and the
3 Staff on test period revenue. From our perspective, the
4 company moved to our position. So if you lump those
5 dollars in there, it probably makes it closer to an
6 overall 50/50 split.

7 MR. DOTTHEIM: And Mr. Oligschlaeger, the
8 other items on the bullet points on page 2?

9 MR. OLIGSCHLAEGER: Yeah. There are some
10 other that we haven't mentioned. Retirement work in
11 progress, which is on page 2, I believe that was around
12 \$150,000 difference. Other maintenance costs, 200,000.
13 Cash working capital, I don't have an exact number, but
14 that should have been pretty -- a minor difference.

15 Growth on sales to municipals, that was a
16 point brought up by the company. I don't believe they
17 ever quantified it in terms of revenue requirement, but
18 from our perspective they have dropped that. Storm damage
19 tracker expense, I don't believe between the Staff and the
20 company there was a significant dollar difference. The
21 company has dropped their proposal for a tracking
22 mechanism for storm damage costs.

23 MR. DOTTHEIM: Excuse me. I might note
24 that we've been joined by Mr. Dean Cooper representing
25 Empire District Electric Company.

0020

1 COMMISSIONER GAW: Dean, did you get to
2 hear any of that?

3 MR. COOPER: I heard pretty much all of
4 Mark's statement of the value of the issues and the
5 Staff's position.

6 COMMISSIONER GAW: Would you generally
7 agree with him or do you have any corrections that you
8 want to cite?

9 MR. COOPER: Certainly don't have any
10 corrections. We would agree generally with the size and
11 description of the issues as Mr. Oligschlaeger laid them
12 out.

13 COMMISSIONER GAW: And just to clarify for
14 me one more time, Mark, did you have something else to
15 add?

16 MR. OLIGSCHLAEGER: The only thing, I don't
17 have an exact difference associated with revenue issues.
18 I believe we were at least 2 million apart, perhaps more
19 on revenues.

20 CHAIRMAN DAVIS: It looks like more.

21 COMMISSIONER GAW: It does. So the total
22 value of all of this in the compromise is how much of an
23 increase?

24 MR. OLIGSCHLAEGER: We have increased our
25 revenue requirement by \$2 million.

0021

1 COMMISSIONER GAW: That's what you're just
2 now telling me, right?

3 MR. OLIGSCHLAEGER: Yes.

4 COMMISSIONER GAW: It does look like it's
5 more than that. Why does it look like that?

6 CHAIRMAN DAVIS: Well, it doesn't look like
7 more. The difference was, it looked like they were -- the
8 other 1.4, 2.4, 3, 3.5, 4.1, 4.7 -- it looks like they
9 were close to \$4 million apart, and --

10 COMMISSIONER GAW: I guess that would make
11 it --

12 CHAIRMAN DAVIS: If they were at 4 million
13 and Staff was at zero, then that would put 2 million about
14 right.

15 COMMISSIONER GAW: It would.

16 MR. OLIGSCHLAEGER: Without an exact
17 quantification of the revenue difference, I can certainly
18 go back and look at that.

19 COMMISSIONER GAW: I don't think I need
20 that. I'm just trying to get an idea. I don't think I
21 have any more questions.

22 CHAIRMAN DAVIS: Okay. Commissioner
23 Clayton?

24 COMMISSIONER CLAYTON: No questions.

25 CHAIRMAN DAVIS: Commissioner Appling?

0022

1 COMMISSIONER APPLING: I just need to kick
2 this around with Tim a little, but I don't have any
3 questions.

4 CHAIRMAN DAVIS: Okay. Commissioner
5 Murray, do you have any thoughts for our viewing audience
6 here today, yea, nay?

7 COMMISSIONER MURRAY: In terms of
8 discussion of the stip?

9 CHAIRMAN DAVIS: Uh-huh.

10 COMMISSIONER MURRAY: Are you wanting a
11 conclusion as to yes or no?

12 CHAIRMAN DAVIS: I think that's what folks
13 would like to know, if we're -- if they're going to have
14 to try these cases next week, then.

15 COMMISSIONER MURRAY: I have no problem
16 with accepting the stip.

17 CHAIRMAN DAVIS: Commissioner Gaw?

18 COMMISSIONER GAW: I don't see any issues
19 at this point.

20 CHAIRMAN DAVIS: Commissioner Clayton?

21 COMMISSIONER CLAYTON: We've got a lot more
22 to worry about, so I have no problem.

23 CHAIRMAN DAVIS: I say take it.
24 Commissioner Appling?

25 COMMISSIONER APPLING: That's okay with me.

0023

1 CHAIRMAN DAVIS: All right. Judge Dale,
2 there's your guidance.

3 JUDGE DALE: Thank you very much.

4 CHAIRMAN DAVIS: So Judge, will you prepare
5 an Order?

6 JUDGE DALE: I will, and start to circulate
7 as soon as possible and ready for Thursday's agenda, is
8 that --

9 CHAIRMAN DAVIS: Mr. Conrad's looking at me
10 very conflicted over there. I didn't know if he thought
11 we were doing something wrong.

12 MR. CONRAD: I'm just -- I'm just sitting
13 watching. I just would like to be sure I get a copy of
14 the transcript.

15 CHAIRMAN DAVIS: All right. Any further
16 discussion on the Empire Electric stip?

17 (No response.)

18 CHAIRMAN DAVIS: All right. Seeing none.
19 I guess that's it for that one.

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1 C E R T I F I C A T E

2 STATE OF MISSOURI)
) ss.

3 COUNTY OF COLE)

4 I, Kellene K. Feddersen, Certified
5 Shorthand Reporter with the firm of Midwest Litigation
6 Services, and Notary Public within and for the State of
7 Missouri, do hereby certify that I was personally present
8 at the proceedings had in the above-entitled cause at the
9 time and place set forth in the caption sheet thereof;
10 that I then and there took down in Stenotype the
11 proceedings had; and that the foregoing is a full, true
12 and correct transcript of such Stenotype notes so made at
13 such time and place.

14 Given at my office in the City of
15 Jefferson, County of Cole, State of Missouri.
16

17 Kellene K. Feddersen, RPR, CSR, CCR
18 Notary Public (County of Cole)
My commission expires March 28, 2009.

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