

In the Matter of:

EMPIRE DISTRICT ELECTRIC COMPANY, d/b/a LIBERTY (EMPIRE) FOR AUTHORITY, et al.

ER-2021-0097, VOL. I

November 09, 2020



www.tigercr.com 573.999.2662

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Procedural Conference

November 9, 2020

Jefferson City, Missouri

Volume 1

WebEx

In the Matter of:)	
)	
Empire District)	
Electric Company,)	
d/b/a Liberty)	
(Empire) for)	
Authority to)	
Implement Rate)	File No. ER-2021-0097
Adjustments Related)	
to the Company's)	
Fuel and Purchase)	
Power Adjustment)	
(FAC) Required in)	
20 CSR 4240-20.090)	

JOHN CLARK, Presiding
REGULATORY LAW JUDGE

REPORTED BY:
Cynthia P. Lakin, CCR No. 323
TIGER COURT REPORTING, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

DIANE CARTER, Attorney at Law
428 East Capitol Avenue
Jefferson City, Missouri 65101
FOR: Empire District Electric Company,
d/b/a Liberty

JEFFREY KEEVIL, Attorney at Law
P.O. Box 360
Jefferson City, Missouri 65102
FOR: Staff of the Missouri Public
Service Commission

NATHAN WILLIAMS, Attorney at Law
P.O. Box 2230
Jefferson City, Missouri 65102
FOR: Office of Public Counsel

P R O C E E D I N G S

1
2 JUDGE CLARK: Today's date is
3 November 9th, 2020, at I've got 1:01 PM. The
4 Commission has set aside time for this
5 procedural conference in the case captioned
6 as: In The Matter of the Electric -- the
7 Empire District Electric Company, doing
8 business as Liberty-Empire, for authority to
9 implement rate adjustments related to the
10 company's fuel and purchase power adjustment,
11 FAC, required in 20S-C-R4240-20.090. And
12 this is file number ER-2021-0097.

13 My name is John Clark. I'm the
14 regulatory law judge in this matter, and I'm
15 going to begin by asking the attorneys to
16 enter their appearances for the record,
17 starting with Liberty-Empire.

18 MS. CARTER: Hi, this is Diana
19 Carter. My address is 428 East Capitol
20 Avenue, 3303, Jefferson City, Missouri,
21 65101.

22 THE COURT: Thank you, Miss Carter.
23 On behalf of the Commission staff?

24 MR. KEEVIL: Yes, Judge.
25 Representing the Staff of the Missouri Public

1 Service Commission Jeff Keevil, K-E-E-V-I-L,
2 address P.O. Box 360, Jefferson City,
3 Missouri 65102.

4 JUDGE CLARK: Thank you, Mr. Keevil.
5 And from the Office of Public
6 Counsel?

7 MR. WILLIAMS: Nathan Williams, P.O.
8 Box 2230, Jefferson City, Missouri 65102.

9 JUDGE CLARK: Okay. Thank you,
10 Mr. Williams.

11 All right. This procedural
12 conference was called because there seems to
13 be kind of a relative impasse in regard to
14 moving forward, and Empire, Liberty-Empire's
15 request for a variance seems inextricably
16 tied to their usual FAC and true-up filing.

17 And I've had an opportunity, there's
18 been kind of -- I've asked for responses to
19 several Commission questions as well as
20 responses to Staff's recommendation.

21 I'll start off by saying if I
22 overstep my bounds with any questions I ask
23 please let me know. If something is none of
24 my business I'm not going to be offended by
25 that. I'm just trying to figure out where we

1 proceed forward at this time.

2 Now Staff filed a recommendation in
3 this case basically saying initially that
4 they didn't know what, why -- they did not
5 believe that this provision that
6 Liberty-Empire is requesting to waive, or
7 requesting a variance from, that they're
8 aware of no provision by which Liberty-Empire
9 can get a variance from its tariff. And I
10 haven't seen any either in the looking that
11 I've done.

12 It also appears in looking that
13 these changes were implemented in August.
14 And I think Staff pointed out it may be
15 possible that Liberty, Liberty-Empire may be
16 in violation of its tariff already.

17 From a personal regulatory judge
18 confusion I can understand when something is
19 implemented 61 days out why there might not
20 be able to have 60 days notice to the
21 Commission. But I am having a hard time
22 digesting or understanding why there couldn't
23 have been 50 or 40 or even 30 days notice in
24 regard to this.

25 Especially when we come so far that

1 I think it would be difficult, if not
2 impossible, and I'm leaning more towards the
3 impossible side, to have a hearing regarding
4 whether or not this is a new charge at this
5 point.

6 That's kind of my preface to things.
7 When I threw this out here and set the
8 procedural conference I believe I said it was
9 discussed possible resolutions. So with that
10 in mind I'm going to start with Mr. Keevil
11 from Staff counsel.

12 Where is Staff currently situated in
13 regard to this?

14 MR. KEEVIL: Judge, first of all let
15 me say you're cutting in and out some, I
16 don't know if I call back. But where Staff
17 is currently situated, well Empire filed
18 their -- well, let me back up.

19 To go back to your procedural order,
20 you seemed to be focused on the question of
21 whether or not this was a new charge type or
22 these were new charge types as opposed to old
23 charge types. And I guess we would still be
24 of the opinion that they are new, but we
25 could possibly talk with Empire some more

1 about that and see if there is some reason we
2 could change our mind.

3 I don't think there will be because
4 if you look at the tariff that's involved
5 here, it talks about making the filings with
6 the Commission 60 days prior, and identifying
7 the preexisting market settlement charge
8 types which the new charge type replaces or
9 supplements. And that last part there was a
10 direct quote from their tariff.

11 And that seems to me to be the type
12 of situation that we're dealing with here
13 where we have new charge types replacing or
14 supplementing preexisting charge types. And
15 so under that analysis they would -- they
16 would, in fact, be new charge types.

17 JUDGE CLARK: And that's from their
18 tariff, Mr. Keevil?

19 MR. KEEVIL: Yeah, that's directly
20 in the tariff, in 4B, sheet 17L.

21 JUDGE CLARK: Thank you. Go on.

22 MR. KEEVIL: Well, I was hoping that
23 answered your question.

24 JUDGE CLARK: It does, actually. I
25 just felt I was interrupting you and I wanted

1 to be sure that you had an opportunity to say
2 all you had to say.

3 And I will note in regard to that,
4 when I've looked at this several times it has
5 seemed that Empire's position is that these
6 are not new charge types because they don't
7 add additional charges, or it doesn't change
8 what flows through in some way. I don't note
9 anything that says that a new charge has to.
10 So that was something that occurred to me.

11 I'll move on at this time to
12 Liberty-Empire.

13 MS. CARTER: Thanks, Judge. This is
14 Diana Carter. I would like to start, if
15 possible, with the issue of whether or not a
16 variance from the tariff is permissible.

17 To be honest I'm a little confused
18 here why a variance from this particular
19 tariff provision is being viewed by Staff and
20 by you, Judge, that you're not seeing any
21 authority to allow for that.

22 The Commission's rule provides what
23 needs to be included when you ask for a
24 variance from either a rule or a tariff
25 provision, and that is quoted in our filing

1 that was made, the response to the Commission
2 order made over the weekend.

3 Also in that filing it lists, this
4 is by no means an exhaustive list, but just
5 some when I typed in a couple search terms on
6 the Commission's website. This was just a
7 few of the many times the Commission has
8 granted variances from tariffs.

9 Only one of those that I could find
10 was there any particular language in that
11 tariff speaking of a variance being allowed.
12 All the other situations that I found was --
13 were the regular tariff situation that
14 doesn't speak in terms of variance, the
15 Commission just exercised the authority to
16 grant that variance.

17 And again, quite a few are listed
18 there, including a handful specific to
19 PGA/ACA filings and filing dates. Empire, as
20 an example for Empire, received a variance
21 from its tariff for the filing date of its
22 WNAR, the filing in 2019.

23 It appears to have been common
24 practice over all the years that I looked at
25 for the Commission to grant variances from

1 tariff provisions, whether or not there is
2 anything specific in the tariff saying that's
3 allowed.

4 A couple of the times in those
5 orders the Commission pointed to the rule
6 that allowed for variances or waivers from
7 Commission rules and tariff provisions, but
8 most of the times that I saw they were just
9 granted without any issue being raised,
10 without consent and no one raising a concern
11 about whether or not it was legally possible.

12 So that would be the first issue.
13 I'm not fully understanding why -- why there
14 would be any consideration that it
15 wouldn't be possible to grant the requested
16 variance in this case, separate from whether
17 or not the Commission may find that there was
18 good cause.

19 Turning then to the good cause, it
20 would be our position these aren't new. We
21 didn't think they were new, we didn't think
22 these provisions were applicable.

23 We did, however, want to make sure
24 and be transparent so we made the filing as a
25 just in case, so everyone was aware. And we

1 made our FAR filing, we made the additional
2 filing to notice, to make sure everyone was
3 aware of the situation since arguably the
4 provision could apply.

5 There was a still a 60-day fuse
6 there on the tariff, so there would still be
7 a full 60-days notice before the new tariff
8 would take affect with those consolidated
9 charge prices.

10 On the phone with me today is Aaron
11 Doll, who is our subject area expert on this
12 issue, Judge. If he could address the issue
13 of how the consolidated charge types are not
14 a replacement or supplement to old charge
15 types.

16 JUDGE CLARK: This is not an
17 evidentiary hearing, so I'm not really taking
18 evidence, but if he wants to explain it to me
19 I'll be happy to hear it. So if he wants to
20 introduce himself and talk he can go ahead.

21 MR. DOLL: Sure.

22 MS. CARTER: You can introduce
23 yourself and give that explanation. Thanks.

24 MR. DOLL: Sure. Aaron Doll, I'm
25 the director of energy strategy at Empire.

1 THE REPORTER: Could you please
2 spell your last name for me?

3 MR. DOLL: Doll, D-O-L-L.

4 THE REPORTER: Thank you.

5 MR. DOLL: No problem.

6 So I've been over the power
7 marketing activities since 20, around 2012,
8 2013, from the energy imbalance system up
9 through the integration to the SPCIM.

10 So, you know, the CIR we call it,
11 combined interest resource that's led us to
12 this consolidation of charges really starts
13 back, you know, in 2014 and 2015 where the
14 construct of the integrated marketplace, they
15 struggled with resources that have joint
16 interests.

17 And so as a solution through the
18 working groups, then SPP, they worked to try
19 to consolidate and improve some of those
20 processes. Without getting too much into the
21 details, you know, they I think essentially
22 shut the front door on what the SPP market
23 monitoring unit deems potential for gaming
24 activities, but then left the windows open.

25 So since then they have now changed

1 to a further refined process for combined
2 interest resource, and operationally it has
3 mitigated in the minds of the SPP working
4 groups, the membership, and the MMU the
5 gaming opportunities that existed, and it has
6 simplified some of the operational
7 activities.

8 Keeping in that vein, because now
9 the designated asset owner, which is the
10 majority asset owner in virtually all cases,
11 submits 100 percent of the unit operating
12 specifics for the IM. So not just the
13 startup, but every piece of the energy offer.

14 Minority owners are now not
15 submitting energy offers. And as a result
16 SPP needed to change how they settled on the
17 back end. And this ended up coming into
18 affect in August after a couple delays of
19 their settlement system replacement project
20 that was supposed to be live in November
21 of 2019.

22 It then got pushed to January and
23 then subsequently February. They changed to
24 the new settlement system that would enable a
25 back end settlement percentage to reflect any

1 entities that had interest in the same
2 resources, considering they're not sending in
3 any of the energy parameters.

4 And so what SPP tried to do to
5 simplify the process is to credit the
6 majority asset owner 100 percent of all of
7 its marketing activities. So if a generator
8 makes a sale to the market, just for
9 simplicity for a hundred dollars for the
10 whole day, that asset owner receives back a
11 hundred dollars.

12 And that asset owner may only have
13 60 percent share of the unit. And so to
14 simplify, rather than take 37 different
15 charges and try to apply different
16 percentages for either a secondary or
17 multiple asset owners, they would grab all
18 charges that are applicable to the sale of
19 energy and they would put them into a day
20 ahead and realtime bucket and then multiply
21 by your percentages.

22 And so that's really what we're
23 talking about is the backing out of charges
24 from existing asset owners to reflect
25 minority interests. So if you were a

1 majority asset owner you would -- the legacy
2 existing charge types you receive
3 100 percent, and then you receive a secondary
4 credit or a backout of, in that same example,
5 40 percent of the revenues. Likewise the
6 minority owner will then receive the
7 consolidated charges for their 40 percent.

8 So the way we interpret this is this
9 does not replace any charge types. All 37
10 charges still exist. For the majority asset
11 owners you still see every bit of those
12 charge types, and for minority asset owners
13 for any other asset you still have those
14 charge types existing.

15 JUDGE CLARK: Say that last sentence
16 again, please.

17 MR. DOLL: Sure. Those 37 charge
18 types still exist, so a majority asset owner
19 for any particular asset will still see all
20 37 settled for that unit for 100 percent.
21 And then they will see it backed out with the
22 two consolidated charge types to reflect the
23 interest that they don't have.

24 And for any minority owner you will
25 still see for any resource that you do not

1 have a minority interest in, so either you
2 own something yourself or you have a majority
3 ownership, and you'll still see the exact
4 same 37 charge types.

5 It really only gets down to minority
6 owned interests, so in our case a couple
7 units that we have 12 percent shares we just
8 receive the consolidated backout from the
9 majority owner. And then for one of our
10 units we receive the charge type to backout
11 40 percent of the unit that we don't own.

12 So it does not replace any charge
13 types. SPP still has the exact same number
14 of charge types. We see the replacement
15 charge types as something that comes in and
16 actually overrides the charge if they were to
17 remove a market product.

18 We're talking about supplementing.
19 We see supplementing a charge type as
20 something like SPP has done just after the
21 market started with the regulation milage.
22 If they took a day ahead in realtime
23 regulation charge type and they broke it into
24 a piece where they could actually compensate
25 generators based on what they were going to

1 be able to do with the regulation.

2 So it's called the regulation
3 mileage, and it kind of goes part and parcel
4 with the existing regulation charge types.

5 So we do see this as a supplement,
6 we didn't see this as a replacement. This
7 was really a consolidation of charge types
8 that are not going away. It's just a simpler
9 way to divvy out the minority interests for
10 purposes of settlement statements.

11 JUDGE CLARK: Okay. Thank you.

12 MR. KEEVIL: Judge, this is
13 Mr. Keevil again, if I may?

14 JUDGE CLARK: Go right ahead.

15 MR. KEEVIL: I'm not disagreeing
16 with Mr. Doll's description, because I don't
17 know enough to agree or disagree. But it
18 seems to me that his explanation is the very
19 essence of a new charge type because -- I
20 mean of new. Because the way he described it
21 you still have the 37 charge types but
22 because of the two new ones there is some
23 amount backed out of the total that you would
24 have otherwise had had you only had the 37.

25 So I mean it's like we're obviously

1 arguing over not the charge itself but the
2 definition of the word new type of charge.

3 My understanding is that under
4 the -- how would I say this? If you don't
5 recognize the new charge types that there is
6 a, based on Empire's filing, approximately a
7 \$1.7 million difference in the FAR filing
8 between the old charge types and the -- if
9 you recognize the new charge types in the new
10 procedure. So for there to be --

11 MS. CARTER: Jeff -- I'm sorry,
12 Judge.

13 MR. KEEVIL: -- a \$1.7 million
14 difference there has to be something new,
15 otherwise you wouldn't wind up with a
16 difference.

17 MS. CARTER: Judge, this is Diana
18 and I'm sorry to interrupt. I just want to
19 make sure we don't lead anyone astray. There
20 is zero dollar change with the combining for
21 the minority-owned interest as has been
22 stated in the pleadings.

23 If you look both pre August 1st and
24 August 1st forward the FAR filing made by
25 Empire would be identical. There is not a

1 penny difference. Again, because it is a
2 simple consolidation for these particular
3 units.

4 The only way you have the dollar
5 difference, and then it is significant, is if
6 they are deemed new and the variance is
7 denied such that you're not allowing the
8 consolidation, then that is where you have
9 the significant dollar impact.

10 But if you just look at the actual
11 charges, the actual costs and expenses, both
12 before August 1st and then starting on August
13 1st there is zero difference. There is
14 absolutely no dollar impact of the
15 consolidation. It is also --

16 MR. KEEVIL: But there is no
17 consolidation; under that argument there is
18 no consolidation, right?

19 MS. CARTER: Jeff, it's because then
20 if you only allow half of it you mismatch
21 costs and revenues. So if you deny the
22 variance then you have a mismatch.

23 And I would like to just make sure
24 we're all on the same page here so we
25 understand, if this is the decision of the

1 Commission that you can't have a variance in
2 this situation, all that would -- I hate to
3 say it, but what that would mean is then the
4 company could just not make these filings and
5 then customers wouldn't see the benefits
6 potentially for -- you know, the company
7 would not be able to obtain recovery of
8 previously incurred costs. Again, just
9 because one part is consolidated and one part
10 is not.

11 Again the mismatch is created if you
12 deny the variance. But if you just look
13 before and after August 1st there is zero
14 dollar impact of the consolidation. There is
15 only a dollar impact if you force it.

16 MR. KEEVIL: Then the net is the
17 same, it's the bringing in the new charge
18 types in August that causes the difference
19 potentially? So if you state --

20 MS. CARTER: It would only bring
21 half of it forward, yes.

22 JUDGE CLARK: All right. Why don't
23 -- I want to ask a few questions here.

24 MR. KEEVIL: Judge, before you do
25 let me say something if we may. I didn't

1 know we were going to argue about the
2 (inaudible) so I didn't mention that early on --

3 THE REPORTER: About the what
4 doctrine? Excuse me.

5 JUDGE CLARK: Hold on, the court
6 reporter is asking a question. I believe he
7 said the filed rate doctrine.

8 THE REPORTER: Thank you.

9 JUDGE CLARK: Go ahead, Mr. Keevil.

10 MR. KEEVIL: Yeah. The -- in the
11 motion that we -- not the motion, I guess the
12 recommendation, whatever it was that Staff
13 filed, that's the basis of our position that
14 you can't change a tariff unless the tariff
15 allows for a variance.

16 And all of those cases that
17 Miss Carter referenced in her motion, I don't
18 know that the companies in those situations
19 didn't have a provision in their tariff that
20 allows for a variance, with the exception of
21 Empire, and we know they don't.

22 But Ameren, for example I know has a
23 provision in its tariff that allows for
24 variance. So the Ameren cases you can throw
25 out as being any sort of guide.

1 And as for the other cases I really
2 don't know, like I said, if those other
3 companies have provisions in their tariffs
4 which permit variances or not.

5 But whether they do or not, the
6 filed rate doctrine is what it is, and we
7 should have been enforcing that all along if
8 we weren't. I'll just leave it at that.

9 JUDGE CLARK: Okay. I'm going to
10 say a few things here right now in regard to
11 that. And that was when Miss Carter said
12 that the Commission's rule, which is noted in
13 their response, allows for requests for
14 variance waivers -- for variance or waivers
15 from rules in the tariff provisions, I don't
16 think that necessarily means that -- that
17 that's the case across the board.

18 And I've noticed from OPC's filing
19 where they with particularity cite the
20 competition waiver provision, where the rule
21 is essentially -- where that rule basically
22 says you can do it if there's another rule
23 allowing it.

24 And in that case of the competition
25 waiver, there is another rule that

1 specifically allows it and says what you have
2 to do.

3 Now I'm curious to get back to what
4 was being talked about before, because I kept
5 getting befuddled by that 1.7 million. And
6 my understanding now from Miss Carter is that
7 1.7 million is the difference if -- if Empire
8 has to file basically under their old FAC
9 filing, as it were.

10 And I'm not really sure I understand
11 where the 1.7 million comes from unless it's
12 just the missed opportunity of having a new
13 FAC in place and you're operating under the
14 old FAC.

15 Because these things, I had some
16 people look at it and it became difficult to
17 follow when you're going from -- when you're
18 talking about 37 charge types. And you're
19 looking at the July filing and the August
20 filing and you can only track a few across.
21 And there is no way to really tell where that
22 money is going.

23 It seems like no matter which way we
24 go around at the end of the day it seems like
25 the parties are at opposition as to whether

1 there is a new -- whether this actually
2 constitutes a new charge type such that would
3 require a variance or whether it doesn't.

4 I will note that Empire's response
5 has been hey, we're filing this out of an
6 abundance of caution that we may need it.
7 And then yet in response to what information
8 is required by other parties they're like
9 well, if it's not a new charge type we don't
10 need any of that.

11 And that's kind of arguing -- you're
12 essentially you have to take all of it or
13 none of it. So you're basically asking that
14 some of it or none of it, but you can't take
15 contradictory positions on two things that
16 are somewhat identical in terms of what they
17 need.

18 Having said that -- Miss Carter,
19 we'll get back to you. Having said that I
20 want to give, I have not given the Office of
21 Public Counsel any time so far, and I'd like
22 to give them some time.

23 Mr. Williams?

24 MR. WILLIAMS: This is Nathan
25 Williams for Public Counsel. Basically the

1 way I see this is that Empire imported into
2 its tariff provisions of the rule. The rule
3 includes a means of getting relief from the
4 rule, the tariff does not.

5 We're of the view that it is a new
6 charge under the language of the rule. I
7 believe the purpose of the rule and the
8 tariff provision is to provide notice to
9 other parties, probably in particular Staff,
10 as to what changes might be coming and what
11 the utility may be filing in its (inaudible.)

12 THE REPORTER: I'm sorry, the what?

13 MR. WILLIAMS: Fuel adjustment
14 clause filings.

15 THE REPORTER: Thank you.

16 MR. WILLIAMS: And an opportunity
17 then to investigate those changes to confirm
18 them. Essentially our view is pretty much in
19 alignment with Staff on it. Not about -- and
20 I have no reason to dispute Empire's claim
21 that there is a 1.7 -- or some dollar amount
22 difference if they have to use the new charge
23 type in their FAC filing.

24 I expect it has to do with the
25 particularity of the charge types that are

1 listed in the FAC tariff, but I'm not certain
2 of that. I hope that's helpful to you.

3 JUDGE CLARK: Yes.

4 Miss Carter, you have something you
5 wanted to say?

6 MS. CARTER: Yes, Judge. I'm sorry,
7 I'm just remaining at a loss here on why it
8 could be viewed by the Commission that a
9 variance wouldn't be possible, which is a
10 different issue from whether the Commission
11 would want to grant that based on good cause.

12 I'm not understanding how in this
13 case it could be any different than all of
14 the other cases where all of the other
15 utilities, including in PGA/ACA matters where
16 the Commission has routinely with Staff
17 consent granted every variance request that I
18 could find. (Inaudible.)

19 THE REPORTER: I didn't hear that
20 last sentence; I didn't hear your last
21 sentence.

22 MS. CARTER: I have a couple dogs.
23 I'm not sure, ma'am, I'm sorry, where you
24 stopped.

25 THE REPORTER: The last thing I have

1 is, "with Staff consent granted every
2 variance request that I could find." I
3 didn't hear what you said after that.

4 MS. CARTER: I'm sorry, I'm not
5 reading off of anything written down so I'm
6 not certain I'm repeating it.

7 It's just simply the filed rate
8 doctrine is applicable to rates and charges,
9 whereas here there is no dollar amount
10 involved, as was the case in all of the
11 variance from tariff requests that I found.

12 It is like here about filing dates,
13 things of that nature. Notice periods,
14 whether or not a tariff would be on file for
15 a full 30 days, et cetera. Much like we have
16 here for our situation.

17 Again, the difference between the
18 FAR filings before August 1 and as of
19 August 1 is identical. There is no rate
20 difference whatsoever. There is simply a
21 consolidation of calculations for certain
22 units.

23 The dollar impact comes into play
24 only if you create the mismatch that would be
25 created by finding that there needs to be

1 60-days notice before the FAR filing was made
2 and you do not grant the variance. That
3 would create a mismatch for the plants with
4 minority owned interest by Empire.

5 That is the only way you have a
6 dollar impact is if you find 60-days notice
7 before the FAR filing, as opposed to
8 effective date of the tariff, before the FAR
9 filing was due was required, and then you are
10 not willing to grant a variance even though
11 there is still 60-days notice before the
12 tariff takes affect. You then force that
13 mismatch between costs and expenses for the
14 minority-owned interest.

15 So as Aaron Doll explained when he
16 spoke earlier, you have the consolidation for
17 part but you do not have the consolidation
18 for the other part, thereby creating, forcing
19 that mismatch.

20 MR. KEEVIL: Judge, it's Mr. Keevil,
21 Mr. Keevil again here.

22 If I could speak real quickly to
23 Miss Carter's point about why you don't get a
24 variance here. She says it's been done lots
25 of times in PGA/ACA filings. It may have

1 been done in the past. I'm not going to say
2 whether it has or hasn't, I haven't done the
3 research.

4 But I know recently, and I will cite
5 you to file No. GR-2020-0121, which was a
6 Spire case. Staff filed its recommendation
7 in November of last year. And there Spire
8 was asking for a variance from the ten-day
9 filing notice requirement in its PGA/ACA
10 tariff, as well as asking for approval of its
11 filing.

12 What Staff wound up recommending was
13 approve the filing but don't grant the
14 variance, which is kind of similar to what we
15 recommended in this situation.

16 We haven't gotten to approve the
17 filing yet, but we didn't really take a
18 position of the filing yet.

19 But in that ACA or that PGA case of
20 Spire's, like I say, Staff said no, they
21 didn't follow the tariff notice requirements.
22 They didn't -- they don't have a provision in
23 the tariff which allows them to seek a
24 variance from those, therefore they need to
25 be held to the tariff notice requirement.

1 And so don't grant them the variance, but go
2 ahead -- and the PGA itself was calculated
3 correctly so you can make that effective
4 after the notice period runs.

5 So this is not a new position of
6 Staff like Miss Carter is seeming to make it
7 out, that the company has to follow its
8 tariffs in regard to the notice provisions of
9 the tariffs. Because I know at least as
10 recently as November of last year there was
11 that Spire case where a similar issue came up.

12 JUDGE CLARK: Well, let's -- then
13 let's run through a few hypotheticals based
14 on that. Based upon what you said, let's say
15 -- and I'm just going to tie the true-up to
16 this too because the true-up amounts are
17 carried into the FAC tariff.

18 Let's say that the true-up, the
19 Commission approves the true-up and the FAC
20 tariffs as they are. Then isn't there -- but
21 denies the variance.

22 Isn't there at that point a -- isn't
23 there difference given the July and August
24 monthly FAC reports are already going by
25 different rules?

1 MR. KEEVIL: Well, okay, yeah. You
2 can't approve -- when we filed the Staff
3 recommendation we were not aware of that
4 \$1.7 million difference that Miss Carter
5 referred to. So we thought at that time it
6 might be possible to approve the FAR filing
7 without approving the variance.

8 But apparently it is not based on
9 what Empire has told us since then and this
10 \$1.7 million difference between using the new
11 charge types and not using the new charge
12 types.

13 I had hoped personally, just
14 speaking for myself, that it would be
15 possible to approve the FAR filing without
16 approving the variance, but apparently that's
17 not possible because of the mismatch that
18 Miss Carter was talking about.

19 JUDGE CLARK: I want to, I want to
20 for a second put aside whether or not the
21 Commission can or even should grant the
22 variance, and just kind of talk about some of
23 our timing concerns.

24 I've got another meeting I have to
25 attend at 2:00. And just looking back at the

1 Commission's rules under the FAC, it says,
2 "If the FAC adjustment rate is not in
3 accordance with the provisions of this rule,
4 Section 386.266 RSMo, for the FAC mechanism
5 established in the most recent rate
6 proceeding the Commission shall reject the
7 proposed rate schedules within 60 days of the
8 electric utility's filing and may instead
9 order implementation of an appropriate
10 interim rate schedule."

11 Which kind of brings two things to
12 mind for me. One is the scary notion that
13 we're kind of up against this in terms of if
14 an FAC filing is to be approved, which I
15 understand Staff is of the opinion right now
16 that it can't be without the variance, you're
17 almost out of time to do it, or the
18 Commission is almost out of time to do it.

19 In regard to a protracted fight over
20 whether or not this is a new charge, that's
21 not something the Commission is going to have
22 time to hear between now and I believe
23 December 1st is the operation of law for any
24 tariff.

25 I know it says that the -- it says,

1 I believe it's the -- if there is an order
2 approving it that order must take affect
3 60 days after the tariff schedule is filed.
4 So you have to back out ten days just for
5 that order to be effective.

6 So already you're backing up to
7 November 20th or so, if anything is to be
8 approved. If it's rejected I assume it can
9 be rejected at any time up to the end.

10 But then you're left with that
11 second part, which is the Commission may
12 essentially instead order implementation of
13 appropriate interim rate schedules. I don't
14 know that that is something I think the
15 Commission wants to do.

16 I know of no provision right now
17 with which to suspend these tariffs further
18 outside of that rule. So that seems to be a
19 hard deadline unless anybody has any
20 different ideas.

21 MR. KEEVIL: Judge, if I could
22 say -- sorry, I thought you were done.

23 I know it's been done in the past
24 where the company has been, maybe not with
25 Empire but with the FAR filing -- FAC filings

1 where there was a portion of the filing list
2 disputed, and then the company filed a new
3 tariff with the disputed amount backed out.

4 And the tariff went ahead and took
5 affect, in this case would be December 1st,
6 with the backed out amount not reflected in
7 the tariff, and then proceedings were had
8 regarding the portion of the amount that had
9 been backed out. I know it's happened a time
10 or two at least.

11 JUDGE CLARK: I think if something
12 like that would work to give the parties and
13 the Commission additional time to address the
14 issue of whether this is a new charge, which
15 notice would be required, I think that would
16 be of benefit to everybody.

17 However the concern I have is that
18 really isn't something that is in the
19 Commission's wheelhouse. The Commission
20 really gets to, according to this, reject or
21 approve in regard to these various requests
22 for FAC, true-up, and variance.

23 I don't think what the Commission
24 wants to do is, like I said, craft an interim
25 rate absent something else. I don't think we

1 have the information to do it.

2 So anything, any solution of that
3 kind where it would involve backing any part
4 of it out, or some sort of later
5 consideration or some sort of alternative
6 consideration would have to be by agreement
7 of the parties.

8 But I don't, I don't know of
9 anything at this point. Like I said, I can't
10 suspend the tariff. I can only, the
11 Commission can only approve or reject it.

12 MR. KEEVIL: I think you can order,
13 I think -- because when you talk about the
14 interim rate, I think that's what -- I think
15 that's what they're referring to, what I was
16 talking about where you have a part of the
17 fuel adjustment rate which is disputed and
18 the rest is not, the Commission can order the
19 not disputed, undisputed part to be filed as
20 the new rate and then the parties can keep
21 fighting about the part that's disputed. I
22 think that's provided in the rules.

23 JUDGE CLARK: I don't have a problem
24 with that, I just don't know what the
25 disputed part is. I mean the disputed part

1 seems to be whether or not this is a new
2 charge, not what -- nobody -- in none of the
3 filings have I seen has anybody really
4 questioned the numbers. And by Empire's
5 assertion the same amounts go through.

6 The only thing that really seems to
7 be in dispute is if this is a new charge such
8 that would require 60-days notice.

9 MR. KEEVIL: Right. And if it is
10 then you don't give them a variance, the
11 1.7 million is the amount in dispute for
12 purposes of this FAR filing.

13 Now, then you come along with the
14 next FAR filing perhaps is putting it there,
15 but for purposes of this FAR filing is the
16 1.7 is the disputed amount, Judge.

17 MS. CARTER: And if I may, Judge, I
18 don't think that would be the disputed amount
19 to us because we would keep costs and
20 revenues together as far as the company's
21 position on a dispute.

22 We still need to match the costs and
23 expenses, so I guess it would take out the
24 costs related to those plans where we have
25 minority-owned interests.

1 I would like to just remind everyone
2 we're just trying to lower the customers'
3 rates. If the filing doesn't go through on
4 10-1 the company certainly is not harmed, the
5 customers just don't get to see the decrease
6 that we proposed.

7 Judge, if you noticed, I don't
8 believe anyone actually disputes the dollar
9 amount. Because again, there was just a
10 consolidation of those 37 different types
11 passing through. So it's the same
12 calculation, the same resulting dollar
13 amount.

14 I believe there is only harm to
15 customers if the tariff is not allowed to
16 take affect on December 1st.

17 JUDGE CLARK: And why would it be
18 harm to customers when by all accounts Empire
19 is under-collected for this period?

20 MS. CARTER: It's my understanding,
21 and Charlotte Emory (phonetic) is on the
22 line, but I was just messaging Charlotte to
23 make sure I got this right. She said our
24 10-1 filing lowered our FAC rate, so this
25 just wouldn't put -- then the lowering

1 wouldn't go in.

2 JUDGE CLARK: Okay. I'm very --

3 MS. CARTER: Ultimately it's a
4 true-up in the end, so we catch up eventually
5 either way. It's just about when it happens,
6 I guess, just about the timing of when the
7 rate goes in.

8 I have looked at that case
9 Mr. Keevil mentioned earlier, the
10 GR-2020-0121. The difference there, of
11 course, is that it could be cured, you could
12 just let time pass.

13 Here the 60 days will have passed
14 before the tariff takes affect so you can't
15 achieve the same results in this case. There
16 will never be a point in time where we can go
17 back 60 days before the due date of the FAR
18 filing.

19 MR. KEEVIL: This FAR filing I
20 agree, but you can do it in the next FAR
21 filing.

22 MS. CARTER: Yes. Again, it's just
23 about timing. There's ultimately a true-up,
24 we end up with the same dollars ultimately
25 collected one way or another I believe.

1 I'm not seeing the significance or
2 why Staff and OPC would want it done that way
3 in this case. But yes, ultimately all the
4 dollars will flow through, everyone will have
5 had already 60 days notice. But then you
6 could also have another six months of notice
7 or whatever the next -- to the next filing
8 is.

9 As the Judge pointed out I believe
10 the dollar amounts will ultimately not change
11 one way or another.

12 JUDGE CLARK: That sounds a little
13 bit like an oddity to me, and I'm not trying
14 to be snarky in any way, but it sounds a
15 little bit like an oddity to me. Once I
16 remember there was where parties had some
17 time -- and not this case.

18 There was a case where parties had
19 time to object to something that was
20 happening and one party -- no one -- no filed
21 objections were received so the Commission
22 ruled on it. And then later the party said
23 oh, well, we objected to it. And when asked
24 where they said we objected to it in our
25 testimony.

1 And not by explicitly objecting to
2 it but by merely disagreeing with the
3 conclusion. So I'm a little concerned about
4 going down the idea that either the 60-day
5 notice was fulfilled by implication in the
6 tariff file, or in the alternative that the
7 60-days notice has been fulfilled during the
8 period we've disputed whether or not the
9 60 days was required.

10 MS. CARTER: Oh, Judge, I'm sorry if
11 I miscommunicated that. I wasn't saying the
12 period was fulfilled, just that there will,
13 in fact, have been 60 days. It won't be
14 60 days pre-FAR filing because we can't -- we
15 can't ever go back.

16 The wording in the rule, and it's
17 quoted in one of our filings, does in fact
18 specify that it be 60 days before the due
19 date of the FAR filing; that that is in the
20 Commission's rule that Empire has requested
21 the variance from.

22 It doesn't just say 60 days pre any
23 filing where the charges are taken into
24 account. It says you're allowed if the
25 filing is made 60 days prior to the due date

1 of the next FAR filing. So that -- we can't
2 ever go back in time.

3 JUDGE CLARK: No.

4 MS. CARTER: I was just noting that
5 moving forward there will, in fact, have been
6 60 days between the filing of the notice and
7 when the tariffs take affect.

8 JUDGE CLARK: I'm going to say a
9 couple things here and then I'm going to give
10 you guys some time to talk. I don't know if
11 there is anybody I can transfer listening
12 duties to because I need to take another
13 meeting, or perhaps you guys can get together
14 outside of this conference.

15 But I think the Commission's back is
16 kind of in a corner in regard to they have to
17 do something about this.

18 I'm very reluctant to go to the
19 Commission and say hey, there is
20 \$1.7 million. I'm not sure how it fits into
21 the equation, I'm not sure exactly where it
22 comes from. I want to craft a solution
23 whereby we back that out and we proceed to
24 let other stuff go through, but I'm not sure
25 what, when, or how. And I've got a couple

1 weeks to do it, if that.

2 So anything in regard to -- anything
3 in regard to backing any portion of it out,
4 anything in regard to resolving the issue of
5 whether or not this is a new charge, by
6 anything other than the Commission ruling on
7 it immediately, I think would have to come
8 from the parties.

9 And I don't know how clear I'm being
10 there, but basically I feel like the
11 Commission is somewhat pinned behind the
12 eight ball on this in that the notice -- or
13 the notice of what is or is not a new charge,
14 that's certainly a change, and the FAR filing
15 came in together.

16 And so I may have some questions,
17 which I would basically file an order for
18 response. But at this point I'm kind of
19 going to leave the ball in the parties'
20 courts.

21 So I don't know if you want to talk
22 among yourselves and see if you can or cannot
23 reach some resolution in regard to any way
24 this can go forward.

25 MS. CARTER: Judge, just in case

1 there wasn't a way for us to continue on
2 here, I just sent out a calendar invite to
3 Staff and OPC counsel so we can reconvene at
4 2:00 on a separate WebEx.

5 JUDGE CLARK: And I appreciate that.
6 If I didn't have another meeting I was going
7 to take with Cisco I would have basically
8 just allowed it to go on in my absence.

9 That's where I am. I know it's not
10 very descriptive. I'm going to go -- I'm
11 just going to skip to my end questions, which
12 is are there any other matters or issues that
13 need to be addressed by the Commission at
14 this time? Staff counsel?

15 MR. KEEVIL: No.

16 JUDGE CLARK: Liberty-Empire?

17 MS. CARTER: No, Judge, thank you.

18 JUDGE CLARK: Office of Public
19 Counsel?

20 MR. WILLIAMS: No, but I would like
21 to bring something to your attention.

22 JUDGE CLARK: Please.

23 MR. WILLIAMS: Empire is not the
24 only utility the Commission regulates that
25 has a fuel clause and is also a member of SPP.

1 JUDGE CLARK: I believe Everygy did
2 do a similar filing.

3 MR. WILLIAMS: Everygy, you're aware
4 of that?

5 JUDGE CLARK: I am.

6 MR. WILLIAMS: Thank you.

7 JUDGE CLARK: Okay. Thank you,
8 Mr. Williams.

9 All right. Hearing no other matters
10 or issues that need to be taken up by the
11 Commission -- well, why don't we do this? I
12 don't know if this is something the parties
13 are going to be able to cobble something out
14 on or not.

15 If they are able to cobble something
16 out why don't I just set a date for the
17 parties to report back to me with a status
18 report. Does anybody have any objections to
19 that?

20 MR. KEEVIL: I don't object to that,
21 Judge, but I just want to be sure. I mean
22 what I'm hearing you say is you're unable or
23 unwilling or something to make -- make a
24 ruling one way or the other on this so it's
25 really up to the parties to either -- to do

1 something with it, let me say that. Is it up
2 to the parties to do something?

3 JUDGE CLARK: I think --

4 MR. KEEVIL: Is that correct?

5 JUDGE CLARK: No, that's not what
6 I'm saying. I'm saying the Commission is
7 backed up against a deadline, and the
8 Commission will make a decision by that
9 deadline with regard to the question that's
10 before it.

11 What the Commission is not going to
12 do is -- or what I think the Commission will
13 be reluctant to do is to craft its own
14 solution to the issue of having to come up
15 with its own interim rates with a certain
16 amount removed that hasn't been agreed to by
17 any of the parties.

18 I think it's much more likely that
19 the Commission will either say it's going to
20 approve this or it's going to reject this.

21 MR. KEEVIL: Okay.

22 JUDGE CLARK: I don't speak for the
23 Commission because ultimately, you know, they
24 may decide to do something else. But just
25 from what I've seen they're reluctant to

1 basically -- I'll make it similar to MIA
2 (phonetic) program, where they have to reject
3 or accept a MIA program. They're going to be
4 very reluctant to craft their own MIA program
5 and put it on the parties.

6 So I don't know if that's any
7 clearer. So I mean yes, the Commission will
8 make a decision and will make a decision by
9 the date it has to make a decision in regard
10 to this. So there is an effective order
11 either rejecting the FAR filing variance and
12 possibly the true-up, depending on how much
13 it's tied to or just holding on to the
14 true-up, or accepting those with an effective
15 date within that 60 days.

16 So I'm saying I think it would be
17 easier if the parties had something that they
18 could work with.

19 MR. KEEVIL: Okay.

20 JUDGE CLARK: Okay? All right.

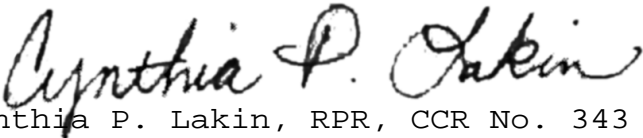
21 With that we'll go off the record. Thank you
22 everyone for your time.

23 (Off the record.)
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF REPORTER.

I, Cynthia P. Lakin, RPR, CCR No. 343, Certified Court Reporter with the firm of Tiger Court Reporting, LLC, within the State of Missouri, do hereby certify that I was present through WebEx Video Conferencing at the proceedings had in the above-entitled cause at the time and place set forth in the caption sheet thereof; that I then and there took down in Stenotype the proceedings had; and that the foregoing is a full, true, and correct transcript of such Stenotype notes so made at such time and place.


Cynthia P. Lakin, RPR, CCR No. 343

\$	360 4:2	accept 46:3	analysis 7:15
\$1.7 18:7,13 31:4,10 41:20	37 14:14 15:9,17,20 16:4 17:21,24 23:18 37:10	accepting 46:14	apparently 31:8,16
1	386.266 32:4	accordance 32:3	appearances 3:16
1 27:18,19	4	account 40:24	appears 5:12 9:23
1.7 23:5,7,11 25:21 36:11,16	40 5:23 15:5,7 16:11	accounts 37:18	applicable 10:22 14:18 27:8
10-1 37:4,24	428 3:19	achieve 38:15	apply 11:4 14:15
100 13:11 14:6 15:3, 20	4B 7:20	activities 12:7,24 13:7 14:7	approval 29:10
12 16:7	5	actual 19:10,11	approve 29:13,16 31:2,6,15 34:21 35:11 45:20
17L 7:20	50 5:23	add 8:7	approved 32:14 33:8
1:01 3:3	6	additional 8:7 11:1 34:13	approves 30:19
1st 18:23,24 19:12,13 20:13 32:23 34:5 37:16	60 5:20 7:6 14:13 32:7 33:3 38:13,17 39:5 40:9,13,14,18,22,25 41:6 46:15	address 3:19 4:2 11:12 34:13	approving 31:7,16 33:2
2	60-day 11:5 40:4	addressed 43:13	approximately 18:6
20 12:7	60-days 11:7 28:1,6, 11 36:8 40:7	adjustment 3:10 25:13 32:2 35:17	area 11:11
2012 12:7	61 5:19	adjustments 3:9	arguably 11:3
2013 12:8	65101 3:21	affect 11:8 13:18 28:12 33:2 34:5 37:16 38:14 41:7	argue 21:1
2014 12:13	65102 4:3,8	agree 17:17 38:20	arguing 18:1 24:11
2015 12:13	9	agreed 45:16	argument 19:17
2019 9:22 13:21	9th 3:3	agreement 35:6	assertion 36:5
2020 3:3	A	ahead 11:20 14:20 16:22 17:14 21:9 30:2 34:4	asset 13:9,10 14:6,10, 12,17,24 15:1,10,12, 13,18,19
20S-C-R4240-20.090 3:11	Aaron 11:10,24 28:15	alignment 25:19	assume 33:8
20th 33:7	absence 43:8	allowed 9:11 10:3,6 37:15 40:24 43:8	astray 18:19
2230 4:8	absent 34:25	allowing 19:7 22:23	attend 31:25
2:00 31:25 43:4	absolutely 19:14	alternative 35:5 40:6	attention 43:21
3	abundance 24:6	Ameren 21:22,24	attorneys 3:15
30 5:23 27:15	ACA 29:19	amount 17:23 25:21 27:9 34:3,6,8 36:11, 16,18 37:9,13 45:16	August 5:13 13:18 18:23,24 19:12 20:13, 18 23:19 27:18,19 30:23
3303 3:20		amounts 30:16 36:5 39:10	authority 3:8 8:21 9:15
			Avenue 3:20
			aware 5:8 10:25 11:3

31:3 44:3		32:20 34:14 36:2,7 42:5,13	company 3:7 20:4,6 30:7 33:24 34:2 37:4
B	C		company's 3:10 36:20
back 6:16,18,19 12:13 13:17,25 14:10 23:3 24:19 31:25 33:4 38:17 40:15 41:2,15, 23 44:17	calculated 30:2	charges 8:7 12:12 14:15,18,23 15:7,10 19:11 27:8 40:23	compensate 16:24
backed 15:21 17:23 34:3,6,9 45:7	calculation 37:12	Charlotte 37:21,22	competition 22:20, 24
backing 14:23 33:6 35:3 42:3	calculations 27:21	CIR 12:10	concern 10:10 34:17
backout 15:4 16:8,10	calendar 43:2	Cisco 43:7	concerned 40:3
ball 42:12,19	call 6:16 12:10	cite 22:19 29:4	concerns 31:23
based 16:25 18:6 26:11 30:13,14 31:8	called 4:12 17:2	City 3:20 4:2,8	conclusion 40:3
basically 5:3 22:21 23:8 24:13,25 42:10, 17 43:7 46:1	Capitol 3:19	claim 25:20	conference 3:5 4:12 6:8 41:14
basis 21:13	captioned 3:5	Clark 3:2,13 4:4,9 7:17,21,24 11:16 15:15 17:11,14 20:22 21:5,9 22:9 26:3 30:12 31:19 34:11 35:23 37:17 38:2 39:12 41:3, 8 43:5,16,18,22 44:1, 5,7 45:3,5,22 46:20	confirm 25:17
befuddled 23:5	carried 30:17	clause 25:14 43:25	confused 8:17
begin 3:15	Carter 3:18,19,22 8:13,14 11:22 18:11, 17 19:19 20:20 21:17 22:11 23:6 24:18 26:4, 6,22 27:4 30:6 31:4,18 36:17 37:20 38:3,22 40:10 41:4 42:25 43:17	clear 42:9	consent 10:10 26:17 27:1
behalf 3:23	Carter's 28:23	clearer 46:7	consideration 10:14 35:5,6
benefit 34:16	case 3:5 5:3 10:16,25 16:6 22:17,24 26:13 27:10 29:6,19 30:11 34:5 38:8,15 39:3,17, 18 42:25	cobble 44:13,15	consolidate 12:19
benefits 20:5	cases 13:10 21:16,24 22:1 26:14	collected 38:25	consolidated 11:8, 13 15:7,22 16:8 20:9
bit 15:11 39:13,15	catch 38:4	combined 12:11 13:1	consolidation 12:12 17:7 19:2,8,15,17,18 20:14 27:21 28:16,17 37:10
board 22:17	caution 24:6	combining 18:20	constitutes 24:2
bounds 4:22	cetera 27:15	Commission 3:4,23 4:1,19 5:21 7:6 9:1,7, 15,25 10:5,7,17 20:1 26:8,10,16 30:19 31:21 32:6,18,21 33:11,15 34:13,19,23 35:11,18 39:21 41:19 42:6,11 43:13,24 44:11 45:6,8,11,12,19, 23 46:7	construct 12:14
Box 4:2,8	change 7:2 8:7 13:16 18:20 21:14 39:10 42:14	Commission's 8:22 9:6 22:12 32:1 34:19 40:20 41:15	continue 43:1
bring 20:20 43:21	changed 12:25 13:23	common 9:23	contradictory 24:15
bringing 20:17	charge 6:4,21,22,23 7:7,8,13,14,16 8:6,9 11:9,13,14 15:2,9,12, 14,17,22 16:4,10,12, 14,15,16,19,23 17:4,7, 19,21 18:1,2,5,8,9 20:17 23:18 24:2,9 25:6,22,25 31:11	companies 21:18 22:3	corner 41:16
brings 32:11			correct 45:4
broke 16:23			correctly 30:3
bucket 14:20			costs 19:11,21 20:8 28:13 36:19,22,24
business 3:8 4:24			counsel 4:6 6:11 24:21,25 43:3,14,19

couple 9:5 10:4 13:18 16:6 26:22 41:9,25	deemed 19:6	Doll 11:11,21,24 12:3, 5 15:17 28:15	ER-2021-0097 3:12
court 3:22 21:5	deems 12:23	Doll's 17:16	essence 17:19
courts 42:20	definition 18:2	dollar 18:20 19:4,9,14 20:14,15 25:21 27:9, 23 28:6 37:8,12 39:10	essentially 12:21 22:21 24:12 25:18 33:12
craft 34:24 41:22 45:13 46:4	delays 13:18	dollars 14:9,11 38:24 39:4	established 32:5
create 27:24 28:3	denied 19:7	door 12:22	eventually 38:4
created 20:11 27:25	denies 30:21	due 28:9 38:17 40:18, 25	Evergy 44:1,3
creating 28:18	deny 19:21 20:12	duties 41:12	evidence 11:18
credit 14:5 15:4	depending 46:12		evidentiary 11:17
cured 38:11	description 17:16	<hr/> E <hr/>	exact 16:3,13
curious 23:3	descriptive 43:10		exception 21:20
customers 20:5 37:5, 15,18	designated 13:9		Excuse 21:4
customers' 37:2	details 12:21	earlier 28:16 38:9	exercised 9:15
cutting 6:15	Diana 3:18 8:14 18:17	early 21:2	exhaustive 9:4
<hr/> D <hr/>	difference 18:7,14,16 19:1,5,13 20:18 23:7 25:22 27:17,20 30:23 31:4,10 38:10	easier 46:17	exist 15:10,18
D-O-L-L 12:3	difficult 6:1 23:16	East 3:19	existed 13:5
date 3:2 9:21 28:8 38:17 40:19,25 44:16 46:9,15	digesting 5:22	effective 28:8 30:3 33:5 46:10,14	existing 14:24 15:2, 14 17:4
dates 9:19 27:12	direct 7:10	electric 3:6,7 32:8	expect 25:24
day 14:10,19 16:22 23:24	directly 7:19	Emory 37:21	expenses 19:11 28:13 36:23
days 5:19,20,23 7:6 27:15 32:7 33:3,4 38:13,17 39:5 40:9,13, 14,18,22,25 41:6 46:15	director 11:25	Empire 3:7 4:14 6:17, 25 9:19,20 11:25 18:25 21:21 23:7 25:1 28:4 31:9 33:25 37:18 40:20 43:23	expert 11:11
deadline 33:19 45:7,9	disagree 17:17	Empire's 8:5 18:6 24:4 25:20 36:4	explain 11:18
dealing 7:12	disagreeing 17:15 40:2	enable 13:24	explained 28:15
December 32:23 34:5 37:16	discussed 6:9	end 13:17,25 23:24 33:9 38:4,24 43:11	explanation 11:23 17:18
decide 45:24	dispute 25:20 36:7, 11,21	ended 13:17	explicitly 40:1
decision 19:25 45:8 46:8,9	disputed 34:2,3 35:17,19,21,25 36:16, 18 40:8	energy 11:25 12:8 13:13,15 14:3,19	<hr/> F <hr/>
decrease 37:5	disputes 37:8	enforcing 22:7	FAC 3:11 4:16 23:8, 13,14 25:23 26:1 30:17,19,24 32:1,2,4, 14 33:25 34:22 37:24
	District 3:7	enter 3:16	fact 7:16 40:13,17 41:5
	divvy 17:9	entities 14:1	February 13:23
	doctrine 21:4,7 22:6 27:8	equation 41:21	
	dogs 26:22		

feel 42:10	43:25	hate 20:2	impossible 6:2,3
felt 7:25	fulfilled 40:5,7,12	hear 11:19 26:19,20 27:3 32:22	improve 12:19
fight 32:19	full 11:7 27:15	hearing 6:3 11:17 44:9,22	inaudible 21:2 25:11 26:18
fighting 35:21	fully 10:13	held 29:25	included 8:23
figure 4:25	fuse 11:5	helpful 26:2	includes 25:3
file 3:12 23:8 27:14 29:5 40:6 42:17	<hr/> G <hr/>	hey 24:5 41:19	including 9:18 26:15
filed 5:2 6:17 21:7,13 22:6 27:7 29:6 31:2 33:3 34:2 35:19 39:20	gaming 12:23 13:5	Hold 21:5	incurred 20:8
filing 4:16 8:25 9:3, 19,21,22 10:24 11:1,2 18:6,7,24 22:18 23:9, 19,20 24:5 25:11,23 27:12 28:1,7,9 29:9, 11,13,17,18 31:6,15 32:8,14 33:25 34:1 36:12,14,15 37:3,24 38:18,19,21 39:7 40:14,19,23,25 41:1,6 42:14 44:2 46:11	generator 14:7	holding 46:13	inextricably 4:15
filings 7:5 9:19 20:4 25:14 27:18 28:25 33:25 36:3 40:17	generators 16:25	honest 8:17	information 24:7 35:1
find 9:9 10:17 26:18 27:2 28:6	give 11:23 24:20,22 34:12 36:10 41:9	hope 26:2	initially 5:3
finding 27:25	good 10:18,19 26:11	hoped 31:13	integrated 12:14
fits 41:20	GR-2020-0121 29:5 38:10	hoping 7:22	integration 12:9
flow 39:4	grab 14:17	hundred 14:9,11	interest 12:11 13:2 14:1 15:23 16:1 18:21 28:4,14
flows 8:8	grant 9:16,25 10:15 26:11 28:2,10 29:13 30:1 31:21	hypotheticals 30:13	interests 12:16 14:25 16:6 17:9 36:25
focused 6:20	granted 9:8 10:9 26:17 27:1	<hr/> I <hr/>	interim 32:10 33:13 34:24 35:14 45:15
follow 23:17 29:21 30:7	groups 12:18 13:4	idea 40:4	interpret 15:8
force 20:15 28:12	guess 6:23 21:11 36:23 38:6	ideas 33:20	interrupt 18:18
forcing 28:18	guide 21:25	identical 18:25 24:16 27:19	interrupting 7:25
forward 4:14 5:1 18:24 20:21 41:5 42:24	guys 41:10,13	identifying 7:6	introduce 11:20,22
found 9:12 27:11	<hr/> H <hr/>	IM 13:12	investigate 25:17
front 12:22	half 19:20 20:21	imbalance 12:8	invite 43:2
fuel 3:10 25:13 35:17	handful 9:18	immediately 42:7	involve 35:3
	happened 34:9	impact 19:9,14 20:14, 15 27:23 28:6	involved 7:4 27:10
	happening 39:20	impasse 4:13	issue 8:15 10:9,12 11:12 26:10 30:11 34:14 42:4 45:14
	happy 11:19	implement 3:9	issues 43:12 44:10
	hard 5:21 33:19	implementation 32:9 33:12	<hr/> J <hr/>
	harm 37:14,18	implemented 5:13, 19	January 13:22
	harmed 37:4	implication 40:5	Jeff 4:1 18:11 19:19
		imported 25:1	

Jefferson 3:20 4:2,8	legacy 15:1	matters 26:15 43:12 44:9	motion 21:11,17
John 3:13	legally 10:11	means 9:4 22:16 25:3	move 8:11
joint 12:15	Liberty 5:15	mechanism 32:4	moving 4:14 41:5
judge 3:2,14,24 4:4,9 5:17 6:14 7:17,21,24 8:13,20 11:12,16 15:15 17:11,12,14 18:12,17 20:22,24 21:5,9 22:9 26:3,6 28:20 30:12 31:19 33:21 34:11 35:23 36:16,17 37:7,17 38:2 39:9,12 40:10 41:3,8 42:25 43:5,16,17,18, 22 44:1,5,7,21 45:3,5, 22 46:20	Liberty-empire 3:8, 17 5:6,8,15 8:12 43:16	meeting 31:24 41:13 43:6	multiple 14:17
July 23:19 30:23	Liberty-empire's 4:14	member 43:25	multiply 14:20
<hr/> K <hr/>	Likewise 15:5	membership 13:4	<hr/> N <hr/>
K-E-E-V-I-L 4:1	list 9:4 34:1	mention 21:2	Nathan 4:7 24:24
Keeping 13:8	listed 9:17 26:1	mentioned 38:9	nature 27:13
Keevil 3:24 4:1,4 6:10,14 7:18,19,22 17:12,13,15 18:13 19:16 20:16,24 21:9, 10 28:20,21 31:1 33:21 35:12 36:9 38:9, 19 43:15 44:20 45:4, 21 46:19	listening 41:11	messaging 37:22	necessarily 22:16
kind 4:13,18 6:6 17:3 24:11 29:14 31:22 32:11,13 35:3 41:16 42:18	lists 9:3	MIA 46:1,3,4	needed 13:16
<hr/> L <hr/>	live 13:20	milage 16:21	net 20:16
language 9:10 25:6	looked 8:4 9:24 38:8	mileage 17:3	note 8:3,8 24:4
law 3:14 32:23	loss 26:7	million 18:7,13 23:5, 7,11 31:4,10 36:11 41:20	noted 22:12
lead 18:19	lots 28:24	mind 6:10 7:2 32:12	notice 5:20,23 11:2,7 25:8 27:13 28:1,6,11 29:9,21,25 30:4,8 34:15 36:8 39:5,6 40:5,7 41:6 42:12,13
leaning 6:2	lower 37:2	minds 13:3	noticed 22:18 37:7
leave 22:8 42:19	lowered 37:24	minority 13:14 14:25 15:6,12,24 16:1,5 17:9 28:4	noting 41:4
led 12:11	lowering 37:25	minority-owned 18:21 28:14 36:25	notion 32:12
left 12:24 33:10	<hr/> M <hr/>	miscommunicated 40:11	November 3:3 13:20 29:7 30:10 33:7
	made 9:1,2 10:24 11:1 18:24 28:1 40:25	mismatch 19:20,22 20:11 27:24 28:3,13, 19 31:17	number 3:12 16:13
	majority 13:10 14:6 15:1,10,18 16:2,9	missed 23:12	numbers 36:4
	make 10:23 11:2 18:19 19:23 20:4 30:3, 6 37:23 44:23 45:8 46:1,8,9	Missouri 3:20,25 4:3, 8	<hr/> O <hr/>
	makes 14:8	mitigated 13:3	object 39:19 44:20
	making 7:5	MMU 13:4	objected 39:23,24
	market 7:7 12:22 14:8 16:17,21	money 23:22	objecting 40:1
	marketing 12:7 14:7	monitoring 12:23	objections 39:21 44:18
	marketplace 12:14	monthly 30:24	obtain 20:7
	match 36:22	months 39:6	occurred 8:10
	matter 3:6,14 23:23		oddy 39:13,15

offended 4:24	28:17,18 33:11 35:3, 16,19,21,25	plants 28:3	program 46:2,3,4
offer 13:13		play 27:23	project 13:19
offers 13:15	particularity 22:19 25:25	pleadings 18:22	proposed 32:7 37:6
Office 4:5 24:20 43:18	parties 23:25 24:8 25:9 34:12 35:7,20 39:16,18 42:8 44:12, 17,25 45:2,17 46:5,17	PM 3:3	protracted 32:19
OPC 39:2 43:3	parties' 42:19	point 6:5 28:23 30:22 35:9 38:16 42:18	provide 25:8
OPC's 22:18	party 39:20,22	pointed 5:14 10:5 39:9	provided 35:22
open 12:24	pass 38:12	portion 34:1,8 42:3	provision 5:5,8 8:19, 25 11:4 21:19,23 22:20 25:8 29:22 33:16
operating 13:11 23:13	passed 38:13	position 8:5 10:20 21:13 29:18 30:5 36:21	provisions 10:1,7,22 22:3,15 25:2 30:8 32:3
operation 32:23	passing 37:11	positions 24:15	Public 3:25 4:5 24:21, 25 43:18
operational 13:6	past 29:1 33:23	possibly 6:25 46:12	purchase 3:10
operationally 13:2	penny 19:1	potential 12:23	purpose 25:7
opinion 6:24 32:15	people 23:16	potentially 20:6,19	purposes 17:10 36:12,15
opportunities 13:5	percent 13:11 14:6, 13 15:3,5,7,20 16:7,11	power 3:10 12:6	pushed 13:22
opportunity 4:17 8:1 23:12 25:16	percentage 13:25	practice 9:24	put 14:19 31:20 37:25 46:5
opposed 6:22 28:7	percentages 14:16, 21	pre 18:23 40:22	putting 36:14
opposition 23:25	period 30:4 37:19 40:8,12	pre-far 40:14	
order 6:19 9:2 32:9 33:1,2,5,12 35:12,18 42:17 46:10	periods 27:13	preexisting 7:7,14	
orders 10:5	permissible 8:16	preface 6:6	
overrides 16:16	permit 22:4	pretty 25:18	<hr/> Q <hr/>
overstep 4:22	personal 5:17	previously 20:8	question 6:20 7:23 21:6 45:9
owned 16:6 28:4	personally 31:13	prices 11:9	questioned 36:4
owner 13:9,10 14:6, 10,12 15:1,6,18,24 16:9	PGA 29:19 30:2	prior 7:6 40:25	questions 4:19,22 20:23 42:16 43:11
owners 13:14 14:17, 24 15:11,12	PGA/ACA 9:19 26:15 28:25 29:9	problem 12:5 35:23	quickly 28:22
ownership 16:3	phone 11:10	procedural 3:5 4:11 6:8,19	quote 7:10
	phonetic 37:21 46:2	procedure 18:10	quoted 8:25 40:17
<hr/> P <hr/>	piece 13:13 16:24	proceed 5:1 41:23	
P.O. 4:2,7	pinned 42:11	proceeding 32:6	<hr/> R <hr/>
parameters 14:3	place 23:13	proceedings 34:7	raised 10:9
parcel 17:3	plans 36:24	process 13:1 14:5	raising 10:10
part 7:9 17:3 20:9		processes 12:20	rate 3:9 21:7 22:6 27:7,19 32:2,5,7,10
		product 16:17	

33:13 34:25 35:14,17, 20 37:24 38:7	regulation 16:21,23 17:1,2,4	requirement 29:9,25	search 9:5
rates 27:8 37:3 45:15	regulatory 3:14 5:17	requirements 29:21	secondary 14:16 15:3
reach 42:23	reject 32:6 34:20 35:11 45:20 46:2	research 29:3	Section 32:4
reading 27:5	rejected 33:8,9	resolution 42:23	seek 29:23
real 28:22	rejecting 46:11	resolutions 6:9	sending 14:2
realtime 14:20 16:22	related 3:9 36:24	resolving 42:4	sentence 15:15 26:20,21
reason 7:1 25:20	relative 4:13	resource 12:11 13:2 15:25	separate 10:16 43:4
receive 15:2,3,6 16:8, 10	relief 25:3	resources 12:15 14:2	Service 4:1
received 9:20 39:21	reluctant 41:18 45:13,25 46:4	response 9:1 22:13 24:4,7 42:18	set 3:4 6:7 44:16
receives 14:10	remaining 26:7	responses 4:18,20	settled 13:16 15:20
recent 32:5	remember 39:16	rest 35:18	settlement 7:7 13:19, 24,25 17:10
recently 29:4 30:10	remind 37:1	result 13:15	share 14:13
recognize 18:5,9	remove 16:17	resulting 37:12	shares 16:7
recommendation 4:20 5:2 21:12 29:6 31:3	removed 45:16	results 38:15	sheet 7:20
recommended 29:15	repeating 27:6	revenues 15:5 19:21 36:20	shut 12:22
recommending 29:12	replace 15:9 16:12	routinely 26:16	side 6:3
reconvene 43:3	replacement 11:14 13:19 16:14 17:6	RSMO 32:4	significance 39:1
record 3:16 46:21,23	replaces 7:8	rule 8:22,24 10:5 22:12,20,21,22,25 25:2,4,6,7 32:3 33:18 40:16,20	significant 19:5,9
recovery 20:7	replacing 7:13	ruled 39:22	similar 29:14 30:11 44:2 46:1
referenced 21:17	report 44:17,18	rules 10:7 22:15 30:25 32:1 35:22	simple 19:2
referred 31:5	reporter 12:1,4 21:3, 6,8 25:12,15 26:19,25	ruling 42:6 44:24	simpler 17:8
referring 35:15	reports 30:24	run 30:13	simplicity 14:9
refined 13:1	Representing 3:25	runs 30:4	simplified 13:6
reflect 13:25 14:24 15:22	request 4:15 26:17 27:2		simplify 14:5,14
reflected 34:6	requested 10:15 40:20	<hr/> S <hr/>	simply 27:7,20
regard 4:13 5:24 6:13 8:3 22:10 30:8 32:19 34:21 41:16 42:2,3,4, 23 45:9 46:9	requesting 5:6,7	sale 14:8,18	situated 6:12,17
regular 9:13	requests 22:13 27:11 34:21	scary 32:12	situation 7:12 9:13 11:3 20:2 27:16 29:15
regulates 43:24	require 24:3 36:8	schedule 32:10 33:3	situations 9:12 21:18
	required 3:11 24:8 28:9 34:15 40:9	schedules 32:7 33:13	skip 43:11
			snarky 39:14
			solution 12:17 35:2 41:22 45:14

sort 21:25 35:4,5	submitting 13:15	thought 31:5 33:22	under-collected 37:19
sounds 39:12,14	subsequently 13:23	threw 6:7	understand 5:18 19:25 23:10 32:15
SPCIM 12:9	supplement 11:14 17:5	throw 21:24	understanding 5:22 10:13 18:3 23:6 26:12 37:20
speak 9:14 28:22 45:22	supplementing 7:14 16:18,19	tie 30:15	undisputed 35:19
speaking 9:11 31:14	supplements 7:9	time 3:4 5:1,21 8:11 24:21,22 31:5 32:17, 18,22 33:9 34:9,13 38:12,16 39:17,19 41:2,10 43:14 46:22	unit 12:23 13:11 14:13 15:20 16:11
specific 9:18 10:2	supposed 13:20	tied 4:16 46:13	units 16:7,10 19:3 27:22
specifically 23:1	suspend 33:17 35:10	times 8:4 9:7 10:4,8 28:25	unwilling 44:23
specifics 13:12	system 12:8 13:19,24	timing 31:23 38:6,23	usual 4:16
spell 12:2		today 11:10	utilities 26:15
Spire 29:6,7 30:11	T	Today's 3:2	utility 25:11 43:24
Spire's 29:20		told 31:9	utility's 32:8
spoke 28:16	takes 28:12 38:14	total 17:23	V
SPP 12:18,22 13:3,16 14:4 16:13,20 43:25	taking 11:17	track 23:20	variance 4:15 5:7,9 8:16,18,24 9:11,14,16, 20 10:16 19:6,22 20:1, 12 21:15,20,24 22:14 24:3 26:9,17 27:2,11 28:2,10,24 29:8,14,24 30:1,21 31:7,16,22 32:16 34:22 36:10 40:21 46:11
staff 3:23,25 5:2,14 6:11,12,16 8:19 21:12 25:9,19 26:16 27:1 29:6,12,20 30:6 31:2 32:15 39:2 43:3,14	talk 6:25 11:20 31:22 35:13 41:10 42:21	transfer 41:11	variances 9:8,25 10:6 22:4
Staff's 4:20	talked 23:4	transparent 10:24	vein 13:8
start 4:21 6:10 8:14	talking 14:23 16:18 23:18 31:18 35:16	true-up 4:16 30:15, 16,18,19 34:22 38:4, 23 46:12,14	view 25:5,18
started 16:21	talks 7:5	Turning 10:19	viewed 8:19 26:8
starting 3:17 19:12	tariff 5:9,16 7:4,10,18, 20 8:16,19,24 9:11,13, 21 10:1,2,7 11:6,7 21:14,19,23 22:15 25:2,4,8 26:1 27:11,14 28:8,12 29:10,21,23, 25 30:17 32:24 33:3 34:3,4,7 35:10 37:15 38:14 40:6	type 6:21 7:8,11 16:10,19,23 17:19 18:2 24:2,9 25:23	violation 5:16
starts 12:12	tariffs 9:8 22:3 30:8,9, 20 33:17 41:7	typed 9:5	virtually 13:10
startup 13:13	ten 33:4	types 6:22,23 7:8,13, 14,16 8:6 11:13,15 15:2,9,12,14,18,22 16:4,13,14,15 17:4,7, 21 18:5,8,9 20:18 23:18 25:25 31:11,12 37:10	W
state 20:19	ten-day 29:8	ultimately 38:3,23,24 39:3,10 45:23	waive 5:6
stated 18:22	terms 9:5,14 24:16 32:13	unable 44:22	waiver 22:20,25
statements 17:10	testimony 39:25		
status 44:17	thing 26:25 36:6		
stopped 26:24	things 6:6 22:10 23:15 24:15 27:13 32:11 41:9		
strategy 11:25			
struggled 12:15			
stuff 41:24			
subject 11:11			
submits 13:11			

waivers 10:6 22:14
wanted 7:25 26:5
Webex 43:4
website 9:6
weekend 9:2
weeks 42:1
whatsoever 27:20
wheelhouse 34:19
Williams 4:7,10
24:23,24,25 25:13,16
43:20,23 44:3,6,8
wind 18:15
windows 12:24
WNAR 9:22
word 18:2
wording 40:16
work 34:12 46:18
worked 12:18
working 12:18 13:3
wound 29:12
written 27:5

Y

year 29:7 30:10
years 9:24