

In the Matter of:

THE APPLICATION OF MISSOURI-AMERICAN WATER COMPANY, etc.

WU-2020-0417, VOL. II

October 22, 2020



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

On-The-Record Presentation

October 22, 2020

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In the Matter of the)
Application of Missouri-)
American Water Company for an)
Accounting Authority Order) Case No. WU-2020-0417
Authorizing it to Defer and)
Accumulate Costs and Financial)
Impacts Related to COVID-19)

NANCY DIPPELL, Presiding
REGULATORY LAW JUDGE

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P R O C E E D I N G S

JUDGE DIPPELL: Let's go ahead and go on the record. This is Case No. WU-2020-0417, In the Matter of the Application of Missouri-American Water Company for an Accounting Authority Order Authorizing it to Defer and Accumulate Costs and Financial Impacts Related to COVID-19.

My name is Nancy Dippell. I'm the Regulatory Law Judge presiding over this matter. We are here today via WebEx video and telephone conferencing due to the COVID-19 pandemic precautions. This proceeding is being held to have presentation about the stipulation and agreement, and it is being transcribed by the court reporter and the audio is also being streamed live over the internet through the Commission's website.

I'd like to ask everyone, if you haven't already, to please mute your phones or other devices unless you're speaking. So if you could be sure and if you're not -- If you're on a phone and we don't have your name specifically, it helps if you can identify yourself for the court reporter who is speaking.

I'd like to go ahead and get entries of appearance. Can we start with the company, Missouri-American.

MR. COOPER: Thank you, Judge. Dean Cooper

1 from the law firm of Brydon, Swearengen & England, PC,
2 PO Box 456, Jefferson City, Missouri 65102, appearing on
3 behalf of Missouri-American Water Company.

4 JUDGE DIPPELL: All right. And you have
5 co-counsel with you as well, Mr. Luft?

6 MR. COOPER: Yes. Mr. Luft is on the line,
7 Mr. Timothy Luft of Missouri-American Water Company, 727
8 Craig Road, St. Louis, MO 63141.

9 JUDGE DIPPELL: Thank you. Commission Staff.

10 MR. JOHNSON: Thank you, Judge. Mark Johnson
11 on behalf of the Staff of the Missouri Public Service
12 Commission. Our address is 200 Madison Street, PO Box
13 360, Jefferson City, Missouri 65102.

14 JUDGE DIPPELL: Thank you. And Office of the
15 Public Counsel.

16 MR. HALL: Good morning, Judge. Thank you.
17 Caleb Hall appearing on behalf of the Office of the
18 Public Counsel. Our office is located at 200 Madison
19 Street, Suite 650, Jefferson City, Missouri 65102.

20 JUDGE DIPPELL: And the City of Riverside.

21 MR. BEAR: Good morning, Your Honor. Brian
22 Bear on behalf of the City of Riverside of the law firm
23 Spencer Fane. Address is 304 East High Street,
24 Jefferson City, Missouri 65101.

25 JUDGE DIPPELL: Thank you. The City of St.

1 Joseph asked earlier to be excused, and I granted that.
2 Midwest Energy Consumers Group.

3 MR. WOODSMALL: Thank you, Your Honor. David
4 Woodsmall on behalf of the Midwest Energy Consumers
5 Group.

6 JUDGE DIPPELL: Missouri Industrial Energy
7 Consumers. I'm not seeing anyone present yet. She may
8 be having issues but we will proceed.

9 What we're going to do this morning is
10 basically hear opening statements or information from
11 each of the parties about the stipulation and agreement
12 and open it up for Commission questions. I'd like to
13 just begin in that same order that I just took entries
14 of appearance. So let's go ahead with the company.

15 MR. COOPER: Thank you, Your Honor. May it
16 please the Commission. As stated before, Dean Cooper
17 appearing on behalf of Missouri-American Water Company.
18 Also with me today and available to answer questions is
19 Mr. Brian LaGrand, who is the Director of Rates and
20 Regulatory Support for Missouri-American.

21 As you're aware, this case was initiated by
22 Missouri-American's filing of an application for an
23 accounting authority order related to the extraordinary
24 impacts of the COVID-19 emergency. In response,
25 Missouri-American established priorities across its

1 organization focusing on three areas: The safety of its
2 customers and communities it serves, the care and safety
3 of its employees and their families and the execution of
4 its preparedness plans so that Missouri-American could
5 continue to provide essential services and help its
6 communities during this public health emergency.

7 Beginning in March of 2020, the company began
8 implementing measures to provide additional protections
9 to customers and employees during the COVID-19
10 emergency.

11 The company subsequently sought the accounting
12 authority order requested herein in order to defer for
13 consideration in its next general rate cases the
14 financial impacts of these actions. The parties to this
15 case have been largely understanding of the situation in
16 which Missouri-American found itself and as a result of
17 the discussions and negotiations amongst the parties we
18 were able to reach a nonunanimous stipulation and
19 agreement, the agreement that's now before you.

20 While not all parties are signatories to that
21 agreement, those parties that are not signatories have
22 not objected and therefore the agreement may be treated
23 as unanimous under the Commission's rules. The
24 structure of the stipulation and agreement is very
25 similar to the stipulation that the Commission discussed

1 with Spire earlier this week and which the Commission
2 approved at yesterday's agenda meeting. The term of the
3 deferral period begins March 1 of 2020 and runs through
4 March 31 of 2021 with some potential for extension
5 depending upon agreement of the parties and most
6 critically the order of the Commission.

7 The stipulation provides that
8 Missouri-American may track and defer into a separate
9 regulatory asset certain new and incremental operating
10 and maintenance expenses specified within the
11 stipulation. It's also permitted to defer increased bad
12 debt expense beyond a certain threshold -- in relation
13 to a certain threshold specified in the stipulation.
14 It's allowed to defer certain interest expense. It's
15 allowed to defer late payment fees that have been
16 waived, and there's also provision for deferral of
17 certain reconnection charges and disconnection charges
18 that have been waived during the period.

19 The stipulation specifies that
20 Missouri-American will not seek carrying costs on the
21 deferred balances. In its currently pending rate case
22 and further says it will not seek carrying costs in a
23 subsequent rate case for those items deferred beyond the
24 true-up date in the pending rate case.

25 The company agrees not to defer any lost

1 revenues that are based upon reduced customer usage or
2 volumetric charges due to the pandemic. The only lost
3 revenues -- The only items that might fit into lost
4 revenues are those late payment fees, reconnection
5 charges and disconnection charges that are specified in
6 paragraph 4 of the agreement.

7 The company also has agreed to defer certain
8 savings as an offset to these expenses, and those are
9 specified in paragraph 7 of the stipulation. The
10 company has agreed to report on a variety of items that
11 are specified in the stipulation beginning a couple of
12 weeks, two weeks in fact, after any approval of the
13 nonunanimous stipulation and agreement. The reporting
14 is to be filed in EFIS and thus available to all those
15 that would seek to learn from that reporting.

16 The company will update the reporting on a
17 quarterly basis until the conclusion of the update or
18 true-up period and the company's next general rate case.
19 And quarterly reports are going to be filed within 45
20 days of the end of each quarter.

21 There's a provision that requires the company
22 to provide its accounting practices and procedures to
23 the other parties. There is specified in the
24 stipulation the fact that there's no future recovery
25 agreed to within the stipulation. All questions

1 regarding potential ratemaking treatment are reserved
2 for both the pending Missouri-American rate case or a
3 future rate case depending upon timing of deferrals.
4 And there is a provision related to the Evergy appeal.
5 I think again the Commission discussed this somewhat on
6 Monday in the Spire stipulation presentation, but it
7 revolves around the Sibley appeal that is still pending
8 to some extent before the courts.

9 Lastly, or not lastly, there's two more items,
10 but the company has agreed in terms of customer support
11 to make an additional contribution to its H2O Help for
12 Others program. These are additional dollars above and
13 beyond what has been contributed in the past to that
14 program. Hopefully it will allow for additional
15 resources to be utilized through a platform that's
16 already in place and that people are already familiar
17 with.

18 And lastly there is the provision that the
19 company will cease any full credit external reporting of
20 its customers for the duration of any approved AAO.
21 MAWC would request that the Commission find and conclude
22 that the nonunanimous stipulation and agreement is a
23 reasonable resolution of the issues before the
24 Commission in this case and ask that its terms be
25 approved, and we are available for any questions that

1 there may be.

2 JUDGE DIPPELL: Thank you, Mr. Cooper. Are
3 there any Commission questions for the company?

4 CHAIRMAN SILVEY: Yes, Judge, I have some
5 questions.

6 JUDGE DIPPELL: Thank you, Mr. Chairman.

7 CHAIRMAN SILVEY: Thank you. First, and this
8 would be a question for you, Judge. As I look at this
9 agreement, paragraph 3 references the City of Joseph
10 instead of the City of St. Joseph. Is that something
11 that needs to be fixed before we approve this?

12 JUDGE DIPPELL: I hadn't noticed that. Thank
13 you for pointing that out, Mr. Chairman. I'm not sure
14 that it isn't clear that it's the City of St. Joseph;
15 but since there was a Josephville or something yesterday
16 I didn't realize that we had in the state, perhaps the
17 company could just submit something clarifying that.
18 And if any of the parties would have an objection to
19 clarifying that that is the City of St. Joseph.

20 CHAIRMAN SILVEY: Okay. I just wanted to
21 bring that up before we get into more substantive
22 questions.

23 JUDGE DIPPELL: Appreciate that.

24 CHAIRMAN SILVEY: Thank you, Mr. Cooper. In
25 4(b) where it talks about the increased bad debt

1 expense, why was \$2.6 million chosen for that number?
2 Is that the level recognized in their current existing
3 rates or is that a different number? You're muted, sir.

4 JUDGE DIPPELL: I'm sorry, Mr. Cooper. Go
5 ahead. I unmuted you.

6 MR. COOPER: Chairman, that's what it intends
7 to be. This is a situation where in the last rate case
8 the company's case was settled and so the company and
9 staff arrived at, and the other parties obviously that
10 signed onto the agreement, but primarily the company and
11 staff arrived at this number as a fair representation of
12 the bad debts that are currently included in the
13 company's rates.

14 CHAIRMAN SILVEY: Okay. Thank you. I would
15 just add at this time instead of asking every party
16 questions, if any party disagrees with anything that's
17 said, please address it during your time.

18 Next on (c) where it looks at the interest
19 rate (LIBOR) plus 80, is that the interest rate being
20 paid for the entire term of the loan?

21 MR. COOPER: Yes, Chairman, although that
22 changed after the first six months of the loan. So it
23 actually -- The interest rate being paid, the (LIBOR)
24 plus 80, was one amount for the first six months and
25 then currently is actually a lower amount at this time.

1 CHAIRMAN SILVEY: Okay. Thank you. Down in 9
2 -- no, no, no, not 9, I'm sorry -- 13, will the company
3 provide the Commission copies of the applicable policies
4 and procedures intended to govern how monthly deferral
5 payments are to be calculated for each applicable
6 category in the monthly reporting format?

7 MR. COOPER: Well, let me -- I would say yes,
8 Chairman, that we certainly can do that.

9 CHAIRMAN SILVEY: Okay. Thank you. And then
10 in 14, the true-up cutoff for the pending case is the
11 end of December 2020; is that right?

12 MR. COOPER: That's correct.

13 CHAIRMAN SILVEY: So what type of deferred
14 items would the company anticipate not being addressed
15 in the pending case, which is WR-2020-0344, but instead
16 be addressed in the subsequent rate case?

17 MR. COOPER: Mr. LaGrand, do you want to
18 address that?

19 MR. LaGRAND: Sure. Thank you, Mr. Chairman.
20 So any deferral that continues past the true-up in the
21 rate case, so the period through March and any -- to the
22 extent the deferral period was extended by agreement of
23 the parties with the approval of the Commission,
24 anything in that period I think would be deferred then
25 for future rate case consideration.

1 CHAIRMAN SILVEY: Do you have any idea of what
2 types of deferred items we're talking about or is this
3 just a blanket everything could be in one or the other?

4 MR. LaGRAND: I believe that that would be the
5 same types of items being deferred here. Any
6 incremental costs, the fees in a period where we've
7 stopped collecting fees netted with any savings. I
8 think the same costs would apply. The same items being
9 deferred in this agreement would be the deferral items
10 we're talking about.

11 MR. COOPER: Mr. LaGrand, would an example be
12 some of the operating and maintenance expenses? Is it
13 possible that some of that would continue beyond
14 December 31 of this year?

15 MR. LaGRAND: Yes.

16 CHAIRMAN SILVEY: Thank you. And then again
17 just to clarify, and I know that you touched on this,
18 Mr. Cooper, but number 15 as it relates to the Evergy
19 Appeal, just so we're clear, the only type of decision
20 that would invalidate this stip and agreement is if the
21 Supreme Court were to say that accounting authority
22 orders across the board are not valid in Missouri; is
23 that correct?

24 MR. COOPER: That's consistent with my
25 understanding, yes, Chairman.

1 CHAIRMAN SILVEY: Okay. And then finally, in
2 16 where it talks about your additional contributions to
3 the H2O program, would those contributions from the
4 company be tracked as a regulatory asset as a part of
5 this agreement?

6 MR. COOPER: I'd defer to Mr. LaGrand there.

7 MR. LaGRAND: Sure. Thank you. Mr. Chairman,
8 these would be not part of the deferral. These would be
9 -- This would be a contribution made by the company that
10 we would not be seeking recovery on.

11 CHAIRMAN SILVEY: Thank you. Thank you,
12 Judge. That's all of the questions that I have, and I
13 would just ask if any party disagrees with any answer
14 given that they would state so at the appropriate time.
15 Thank you.

16 JUDGE DIPPELL: Thank you, Mr. Chairman. Are
17 there any other Commission questions? I'm not hearing
18 any other Commission questions. Let me double check
19 really quick here. I just have a couple of other things
20 here. With the reporting that's agreed to in the
21 stipulation and agreement, that's going to be filed in
22 this case; is that correct?

23 MR. COOPER: That's correct, Your Honor.

24 JUDGE DIPPELL: And do you know how soon
25 after a bill isn't paid that a customer is disconnected?

1 MR. LaGRAND: I can answer that, Judge. When
2 a customer bill is issued, the due date is at least 21
3 days after the date of issuance. And then if a payment
4 is not received within five days of that due date, then
5 a notice is provided to the customer about disconnection
6 and the disconnection could occur after ten days. So
7 probably, you know, 35ish, 40 days after the bill is
8 sent if it's not paid is when a customer could be
9 disconnected.

10 JUDGE DIPPELL: Okay. And do you know how
11 long after a disconnection or a bill isn't paid that
12 that gets written off as bad debt?

13 MR. LaGRAND: Yeah, it takes approximately
14 five months from the start to finish after it goes
15 through a few different processes, and there are
16 opportunities along the way for different interventions
17 via the customer could set up a payment plan or maybe
18 there's an outside agency that intervenes on behalf of
19 the customer to help pay the bill.

20 JUDGE DIPPELL: Okay. Thank you very much.
21 All right. Then if there's nothing else for the company
22 at this time, let's go ahead and go to Commission staff.

23 MR. JOHNSON: Thank you, Judge. May it please
24 the Commission. As I stated earlier, I'm Mark Johnson
25 appearing on behalf of the staff of the Missouri Public

1 Service Commission. Today I have with me staff members
2 Natelle Dietrich, Mark Oligschlaeger, Kimberly Bolin and
3 Jim Busch. Together we are able to answer any questions
4 you may have. I will try to be very brief. I believe
5 Mr. Cooper did a good job of outlining the terms of the
6 agreement.

7 Staff believes this is a fair and reasonable
8 resolution to the matters before the Commission. The
9 COVID-19 pandemic is certainly an extraordinary event
10 the likes of which we haven't seen in our lifetime,
11 hopefully will not see again.

12 The terms of this agreement in staff's opinion
13 provide for the ability or the company's ability to
14 track certain new and incremental costs associated with
15 the pandemic with the offset of any additional savings
16 that have been caused by the pandemic. In addition,
17 staff views the reporting requirements agreed to to be
18 an important term of this agreement and will provide
19 regular identification of the costs, revenues and
20 savings as they're outlined in the agreement to all
21 parties in the case and the Commission. Of note, staff
22 would also point out that the company has agreed to not
23 seek lost revenues associated with COVID related
24 reductions in usage. It's also agreed to not seek any
25 carrying costs associated with deferred amounts at any

1 period now or in the future.

2 And in addition, as a result of the agreement,
3 the company will contribute an additional \$250,000 to
4 its H2O Help to Others program, which is a program that
5 provides through contributions from the company and from
6 donations from its customers supplemental assistance to
7 Missouri-American's customers that have trouble with
8 paying their bills.

9 In all, staff believes the terms of this
10 stipulation to be reasonable and requests that the
11 Commission approve it as drafted. Thank you.

12 JUDGE DIPPELL: Thank you, Mr. Johnson. Are
13 there any Commission questions for Mr. Johnson or staff?
14 I'm not hearing any Commissioner questions. Let me
15 check my list here.

16 Mr. Johnson, do you know why the provisions
17 that included to allow other costs and revenues not
18 currently known, I think paragraphs 4(a) and 7(j), do
19 you know why that other costs -- what would possibly be
20 included there?

21 MR. JOHNSON: Sorry. I could not find the
22 unmute button. It's my understanding those provisions
23 are included in the agreement so as not to exclude any
24 potential cost or savings items that in the party's
25 opinion should also be included in the accounting order.

1 JUDGE DIPPELL: Okay. And will the possible
2 later recovery of any bad debts written off be
3 distinguished between COVID-19 and non-COVID or is that
4 a matter for ratemaking? Do you know?

5 MR. JOHNSON: Is your question in terms of
6 whether the bad debt expense would be separately
7 identified as related to COVID or not?

8 JUDGE DIPPELL: Yes.

9 MR. JOHNSON: It's my understanding that the
10 bad debt expense will simply be a single cost item
11 limited to the \$2.6 million. However, Kimberly Bolin
12 may be able to better respond to that question.

13 MS. BOLIN: Judge, this is Kim Bolin. Trying
14 to separate out what is a bad debt expense due to COVID
15 and what isn't is very challenging. I think that is why
16 we included the limit, part of the reason we included
17 the limit on the amount of bad debt expense that could
18 be included in this deferral.

19 JUDGE DIPPELL: Okay. All right. I don't
20 think I have any other questions for staff. If there's
21 nothing else, then we'll move on, on to public counsel.
22 Thank you, Mr. Johnson.

23 MR. HALL: Thank you, Judge. May it please
24 the Commission. Public counsel supports this
25 stipulation for similar reasons why it supported the

1 stipulation between the parties and Spire. The
2 Commission will note that most of the operative language
3 of the stipulation are substantially similar to this
4 one. Whatever differences that exist are mostly due to
5 the unique differences between a water utility and a gas
6 utility. In response to some of the Commission's
7 questions and concerns, I will note that there is no
8 party that was wanting to refer to Josephville,
9 Missouri, and so we regret the unfortunate typo.

10 This stipulation does include boilerplate
11 language that we are asking to be approved without
12 revision. However, if the Commission were to make it
13 clear in its order that it is reading the Joseph
14 language to refer to St. Joseph, I don't believe any
15 party in this docket is going to object to that.

16 Like I touched on previously, we support this
17 stipulation similar to the Spire one, because instead of
18 an expansive recording of possibly innumerable different
19 cost categories and items within a deferral, we have
20 specifically enumerated and limited costs and savings.
21 We believe that is beneficial to both the public and the
22 company, and I wish to actually -- We are grateful for
23 the terms that were agreed to for MAWC to contribute
24 more money to its H2O Help program. This is above and
25 beyond what MAWC has done previously for customers. So

1 the company is not resting on past laurels. It is
2 actively contributing more in response to COVID-19.

3 On the call with me this morning is Dr. Geoff
4 Marke, and we are both available for questions.

5 JUDGE DIPPELL: Thank you. Are there any
6 questions for public counsel from the Commission? All
7 right. I'm not hearing any and I don't believe I have
8 any. Thank you, Mr. Hall.

9 Is there any opening or statements from the
10 City of Riverside?

11 MR. BEAR: Yes, Your Honor. I'll be very
12 brief. May it please the Commission. The City of
13 Riverside would simply echo the statements that have
14 already been made by staff and by the public counsel.
15 One of the challenges that the Commission is confronting
16 with the COVID-19 crisis is the myriad amount of
17 unknowns in the policy-making realm, and we think that
18 this agreement allows the flexibility for the utility to
19 address those unknowns while putting in place some
20 necessary guide rails that will allow for a thoughtful
21 way of dealing with the crisis going forward, and so we
22 would echo the support of the previous positions. Thank
23 you.

24 JUDGE DIPPELL: Thank you, Mr. Bear. Are
25 there any Commission questions for the City of

1 Riverside? I see no questions.

2 Thank you. We will move on then. Is there
3 anything from Midwest Energy Consumers Group?

4 MR. WOODSMALL: Good morning, Your Honor. No,
5 I'll be very brief. I think Mr. Cooper did a fine job
6 going through the various provisions. I don't have
7 anything to add to the answers that were provided to
8 Commissioner questions, and I'd simply urge the
9 Commission to approve the stipulation.

10 JUDGE DIPPELL: Thank you, Mr. Woodsmall. Are
11 there any questions for the Midwest Energy Consumers
12 Group? I'm not hearing any Commissioner questions. Did
13 anyone join us for Missouri Industrial Energy Consumers?
14 All right. I don't believe so.

15 Was there anything else from the Commission
16 that didn't get asked of any of the parties? I'm not
17 seeing anything. Did any of the parties have anything
18 additional that they wanted to add on the record?

19 Okay. It looks like that will conclude then
20 our hearing. I appreciate you all being here today and
21 we can go off the record.

22 (Off the record.)
23
24
25

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\$	456 13:2	addressed 21:14,16	assistance 26:6
\$2.6 20:1 27:11	6	agency 24:18	audio 12:14
\$250,000 26:3	63141 13:8	agenda 16:2	authority 12:5 14:23 15:12 22:21
(650 13:19	agreed 17:7,10,25 18:10 23:20 25:17,22, 24 28:23	Authorizing 12:5
(c) 20:18	65101 13:24	agreement 12:13 14:11 15:19,21,22,24 16:5 17:6,13 18:22 19:9 20:10 21:22 22:9, 20 23:5,21 25:6,12,18, 20 26:2,23 29:18	aware 14:21
1	65102 13:2,13,19	agrees 16:25	B
1 16:3	7	ahead 12:2,22 14:14 20:5 24:22	bad 16:11 19:25 20:12 24:12 27:2,6,10,14,17
13 21:2	7 17:9	allowed 16:14,15	balances 16:21
14 21:10	7(j) 26:18	amount 20:24,25 27:17 29:16	based 17:1
15 22:18	727 13:7	amounts 25:25	basically 14:10
16 23:2	8	answers 30:7	basis 17:17
2	80 20:19,24	anticipate 21:14	Bear 13:21,22 29:11, 24
200 13:12,18	9	appeal 18:4,7 22:19	began 15:7
2020 15:7 16:3 21:11	9 21:1,2	appearance 12:23 14:14	begin 14:13
2021 16:4	A	appearing 13:2,17 14:17 24:25	beginning 15:7 17:11
21 24:2	AAO 18:20	applicable 21:3,5	begins 16:3
3	ability 25:13	application 12:4 14:22	behalf 13:3,11,17,22 14:4,17 24:18,25
3 19:9	accounting 12:5 14:23 15:11 17:22 22:21 26:25	approved 16:2 18:20, 25 28:11	believes 25:7 26:9
304 13:23	Accumulate 12:6	approximately 24:13	beneficial 28:21
31 16:4 22:14	actions 15:14	areas 15:1	bill 23:25 24:2,7,11,19
35ish 24:7	actively 29:2	arrived 20:9,11	bills 26:8
360 13:13	add 20:15 30:7,18	asset 16:9 23:4	blanket 22:3
4	addition 25:16 26:2		board 22:22
4 17:6	additional 15:8 18:11,12,14 23:2 25:15 26:3 30:18		boilerplate 28:10
4(a) 26:18	address 13:12,23 20:17 21:18 29:19		Bolin 25:2 27:11,13
4(b) 19:25			Box 13:2,12
40 24:7			Brian 13:21 14:19
45 17:19			bring 19:21
			Brydon 13:1
			Busch 25:3
			button 26:22

C	18:5,21,24 19:3 21:3, 23 23:17,18 24:22,24 25:1,8,21 26:11,13 27:24 28:2,12 29:6,12, 15,25 30:9,15	14:15,16 19:2,24 20:4, 6,21 21:7,12,17 22:11, 18,24 23:6,23 25:5 30:5	debt 16:12 19:25 24:12 27:6,10,14,17
calculated 21:5	Commission's 12:15 15:23 28:6	copies 21:3	debts 20:12 27:2
Caleb 13:17	Commissioner 26:14 30:8,12	correct 21:12 22:23 23:22,23	December 21:11 22:14
call 29:3	communities 15:2,6	cost 26:24 27:10 28:19	decision 22:19
care 15:2	company 12:4,23 13:3,7 14:14,17 15:7, 11 16:25 17:7,10,16, 21 18:10,19 19:3,17 20:8,10 21:2,14 23:4,9 24:21 25:22 26:3,5 28:22 29:1	costs 12:6 16:20,22 22:6,8 25:14,19,25 26:17,19 28:20	defer 12:5 15:12 16:8, 11,14,15,25 17:7 23:6
carrying 16:20,22 25:25	company's 17:18 20:8,13 25:13	counsel 13:15,18 27:21,24 29:6,14	deferral 16:3,16 21:4, 20,22 22:9 23:8 27:18 28:19
case 12:3 14:21 15:15 16:21,23,24 17:18 18:2,3,24 20:7,8 21:10,15,16,21,25 23:22 25:21	concerns 28:7	couple 17:11 23:19	deferrals 18:3
cases 15:13	conclude 18:21 30:19	court 12:13,21 22:21	deferred 16:21,23 21:13,24 22:2,5,9 25:25
categories 28:19	conclusion 17:17	courts 18:8	depending 16:5 18:3
category 21:6	conferencing 12:10	COVID 25:23 27:7,14	devices 12:17
caused 25:16	confronting 29:15	COVID-19 12:7,11 14:24 15:9 25:9 27:3 29:2,16	Dietrich 25:2
cease 18:19	consideration 15:13 21:25	Craig 13:8	differences 28:4,5
Chairman 19:4,6,7, 13,20,24 20:6,14,21 21:1,8,9,13,19 22:1, 16,25 23:1,7,11,16	consistent 22:24	credit 18:19	Dippell 12:2,8 13:4,9, 14,20,25 14:6 19:2,6, 12,23 20:4 23:16,24 24:10,20 26:12 27:1,8, 19 29:5,24 30:10
challenges 29:15	Consumers 14:2,4,7 30:3,11,13	crisis 29:16,21	Director 14:19
challenging 27:15	continue 15:5 22:13	critically 16:6	disagrees 20:16 23:13
changed 20:22	continues 21:20	current 20:2	disconnected 23:25 24:9
charges 16:17 17:2,5	contribute 26:3 28:23	customer 17:1 18:10 23:25 24:2,5,8,17,19	disconnection 16:17 17:5 24:5,6,11
check 23:18 26:15	contributed 18:13	customers 15:2,9 18:20 26:6,7 28:25	discussed 15:25 18:5
chosen 20:1	contributing 29:2	cutoff 21:10	discussions 15:17
City 13:2,13,19,20,22, 24,25 19:9,10,14,19 29:10,12,25	contribution 18:11 23:9	D	distinguished 27:3
clarify 22:17	contributions 23:2,3 26:5	date 16:24 24:2,3,4	docket 28:15
clarifying 19:17,19	Cooper 12:25 13:6	David 14:3	dollars 18:12
clear 19:14 22:19 28:13		days 17:20 24:3,4,6,7	donations 26:6
co-counsel 13:5		dealing 29:21	double 23:18
collecting 22:7		Dean 12:25 14:16	
Commission 13:9,12 14:12,16 15:25 16:1,6			

drafted 26:11 due 12:10 17:2 24:2,4 27:14 28:4 duration 18:20 <hr/> E <hr/> earlier 14:1 16:1 24:24 East 13:23 echo 29:13,22 EFIS 17:14 emergency 14:24 15:6,10 employees 15:3,9 end 17:20 21:11 Energy 14:2,4,6 30:3, 11,13 England 13:1 entire 20:20 entries 12:22 14:13 enumerated 28:20 essential 15:5 established 14:25 event 25:9 Evergy 18:4 22:18 exclude 26:23 excused 14:1 execution 15:3 exist 28:4 existing 20:2 expansive 28:18 expense 16:12,14 20:1 27:6,10,14,17 expenses 16:10 17:8 22:12 extended 21:22	extension 16:4 extent 18:8 21:22 external 18:19 extraordinary 14:23 25:9 <hr/> F <hr/> fact 17:12,24 fair 20:11 25:7 familiar 18:16 families 15:3 Fane 13:23 fees 16:15 17:4 22:6,7 filed 17:14,19 23:21 filing 14:22 finally 23:1 financial 12:6 15:14 find 18:21 26:21 fine 30:5 finish 24:14 firm 13:1,22 fit 17:3 fixed 19:11 flexibility 29:18 focusing 15:1 format 21:6 forward 29:21 found 15:16 full 18:19 future 17:24 18:3 21:25 26:1 <hr/> G <hr/> gas 28:5 general 15:13 17:18	Geoff 29:3 good 13:16,21 25:5 30:4 govern 21:4 granted 14:1 grateful 28:22 Group 14:2,5 30:3,12 guide 29:20 <hr/> H <hr/> H2o 18:11 23:3 26:4 28:24 Hall 13:16,17 27:23 29:8 health 15:6 hear 14:10 hearing 23:17 26:14 29:7 30:12,20 held 12:12 helps 12:20 High 13:23 Honor 13:21 14:3,15 23:23 29:11 30:4 <hr/> I <hr/> idea 22:1 identification 25:19 identified 27:7 identify 12:20 impacts 12:6 14:24 15:14 implementing 15:8 important 25:18 include 28:10 included 20:12 26:17,20,23,25 27:16, 18	increased 16:11 19:25 incremental 16:9 22:6 25:14 Industrial 14:6 30:13 information 14:10 initiated 14:21 innumerable 28:18 intended 21:4 intends 20:6 interest 16:14 20:18, 19,23 internet 12:15 intervenes 24:18 interventions 24:16 invalidate 22:20 issuance 24:3 issued 24:2 issues 14:8 18:23 item 27:10 items 16:23 17:3,10 18:9 21:14 22:2,5,8,9 26:24 28:19 <hr/> J <hr/> Jefferson 13:2,13,19, 24 Jim 25:3 job 25:5 30:5 Johnson 13:10 24:23,24 26:12,13,16, 21 27:5,9,22 join 30:13 Joseph 14:1 19:9,10, 14,19 28:13,14 Josephville 19:15 28:8 Judge 12:2,9,25 13:4,
--	---	--	--

9,10,14,16,20,25 14:6 19:2,4,6,8,12,23 20:4 23:12,16,24 24:1,10, 20,23 26:12 27:1,8,13, 19,23 29:5,24 30:10	Luft 13:5,6,7	move 27:21 30:2	orders 22:22
<hr/> K <hr/>	<hr/> M <hr/>	mute 12:17	organization 15:1
Kim 27:13	made 23:9 29:14	muted 20:3	outlined 25:20
Kimberly 25:2 27:11	Madison 13:12,18	myriad 29:16	outlining 25:5
<hr/> L <hr/>	maintenance 16:10 22:12	<hr/> N <hr/>	<hr/> P <hr/>
Lagrand 14:19 21:17, 19 22:4,11,15 23:6,7 24:1,13	make 18:11 28:12	Nancy 12:8	paid 20:20,23 23:25 24:8,11
language 28:2,11,14	March 15:7 16:3,4 21:21	Natelle 25:2	pandemic 12:11 17:2 25:9,15,16
largely 15:15	Mark 13:10 24:24 25:2	negotiations 15:17	paragraph 17:6,9 19:9
lastly 18:9,18	Marke 29:4	netted 22:7	paragraphs 26:18
late 16:15 17:4	matter 12:3,9 27:4	non-covid 27:3	part 23:4,8 27:16
laurels 29:1	matters 25:8	nonunanimous 15:18 17:13 18:22	parties 14:11 15:14, 17,20,21 16:5 17:23 19:18 20:9 21:23 25:21 28:1 30:16,17
law 12:9 13:1,22	MAWC 18:21 28:23, 25	note 25:21 28:2,7	party 20:15,16 23:13 28:8,15
learn 17:15	measures 15:8	notice 24:5	party's 26:24
level 20:2	meeting 16:2	noticed 19:12	past 18:13 21:20 29:1
LIBOR 20:19,23	members 25:1	number 20:1,3,11 22:18	pay 24:19
lifetime 25:10	Midwest 14:2,4 30:3, 11	<hr/> O <hr/>	paying 26:8
likes 25:10	million 20:1 27:11	object 28:15	payment 16:15 17:4 24:3,17
limit 27:16,17	Missouri 13:2,11,13, 19,24 14:6 22:22 24:25 28:9 30:13	objected 15:22	payments 21:5
limited 27:11 28:20	Missouri-american 12:4,24 13:3,7 14:17, 20,25 15:4,16 16:8,20 18:2	objection 19:18	PC 13:1
list 26:15	Missouri-american' s 14:22 26:7	occur 24:6	pending 16:21,24 18:2,7 21:10,15
live 12:14	MO 13:8	office 13:14,17,18	people 18:16
loan 20:20,22	Monday 18:6	offset 17:8 25:15	period 16:3,18 17:18 21:21,22,24 22:6 26:1
located 13:18	money 28:24	Oligschlaeger 25:2	permitted 16:11
long 24:11	monthly 21:4,6	open 14:12	phone 12:19
lost 16:25 17:2,3 25:23	months 20:22,24 24:14	opening 14:10 29:9	phones 12:17
Louis 13:8	morning 13:16,21 14:9 29:3 30:4	operating 16:9 22:12	place 18:16 29:19
lower 20:25		operative 28:2	plan 24:17
		opinion 25:12 26:25	
		opportunities 24:16	
		order 12:5 14:13,23 15:12 16:6 26:25 28:13	

plans 15:4	public 13:11,15,18 15:6 24:25 27:21,24 28:21 29:6,14	recording 28:18	25:19,23 26:17
platform 18:15	putting 29:19	recovery 17:24 23:10 27:2	revision 28:12
PO 13:2,12	<hr/> Q <hr/>	reduced 17:1	revolves 18:7
point 25:22	quarter 17:20	reductions 25:24	Riverside 13:20,22 29:10,13 30:1
pointing 19:13	quarterly 17:17,19	refer 28:8,14	Road 13:8
policies 21:3	question 19:8 27:5, 12	references 19:9	rules 15:23
policy-making 29:17	questions 14:12,18 17:25 18:25 19:3,5,22 20:16 23:12,17,18 25:3 26:13,14 27:20 28:7 29:4,6,25 30:1,8, 11,12	regret 28:9	runs 16:3
positions 29:22	quick 23:19	regular 25:19	<hr/> S <hr/>
possibly 26:19 28:18	<hr/> R <hr/>	regulatory 12:8 14:20 16:9 23:4	safety 15:1,2
potential 16:4 18:1 26:24	rails 29:20	related 12:6 14:23 18:4 25:23 27:7	savings 17:8 22:7 25:15,20 26:24 28:20
practices 17:22	rate 15:13 16:21,23,24 17:18 18:2,3 20:7,19, 23 21:16,21,25	relates 22:18	seek 16:20,22 17:15 25:23,24
precautions 12:11	ratemaking 18:1 27:4	relation 16:12	seeking 23:10
preparedness 15:4	rates 14:19 20:3,13	report 17:10	separate 16:8 27:14
present 14:7	reach 15:18	reporter 12:14,21	separately 27:6
presentation 12:12 18:6	reading 28:13	reporting 17:13,15, 16 18:19 21:6 23:20 25:17	serves 15:2
presiding 12:9	realize 19:16	reports 17:19	Service 13:11 25:1
previous 29:22	realm 29:17	representation 20:11	services 15:5
previously 28:16,25	reason 27:16	request 18:21	set 24:17
primarily 20:10	reasonable 18:23 25:7 26:10	requested 15:12	settled 20:8
priorities 14:25	reasons 27:25	requests 26:10	Sibley 18:7
procedures 17:22 21:4	received 24:4	requirements 25:17	signatories 15:20,21
proceed 14:8	recognized 20:2	requires 17:21	signed 20:10
proceeding 12:11	reconnection 16:17 17:4	reserved 18:1	SILVEY 19:4,7,20,24 20:14 21:1,9,13 22:1, 16 23:1,11
processes 24:15	record 12:3 30:18,21, 22	resolution 18:23 25:8	similar 15:25 27:25 28:3,17
program 18:12,14 23:3 26:4 28:24		resources 18:15	simply 27:10 29:13 30:8
protections 15:8		respond 27:12	single 27:10
provide 15:5,8 17:22 21:3 25:13,18		response 14:24 28:6 29:2	sir 20:3
provided 24:5 30:7		resting 29:1	situation 15:15 20:7
provision 16:16 17:21 18:4,18		result 15:16 26:2	sought 15:11
provisions 26:16,22 30:6		revenues 17:1,3,4	

speaking 12:18,21 specifically 12:20 28:20 specifies 16:19 Spencer 13:23 Spire 16:1 18:6 28:1, 17 St 13:8,25 19:10,14,19 28:14 staff 13:9,11 20:9,11 24:22,25 25:1,7,17,21 26:9,13 27:20 29:14 staff's 25:12 start 12:23 24:14 state 19:16 23:14 stated 14:16 24:24 statements 14:10 29:9,13 stip 22:20 stipulation 12:12 14:11 15:18,24,25 16:7,11,13,19 17:9,11, 13,24,25 18:6,22 23:21 26:10 27:25 28:1,3,10,17 30:9 stopped 22:7 streamed 12:14 Street 13:12,19,23 structure 15:24 submit 19:17 subsequent 16:23 21:16 subsequently 15:11 substantially 28:3 substantive 19:21 Suite 13:19 supplemental 26:6 support 14:20 18:10 28:16 29:22	supported 27:25 supports 27:24 Supreme 22:21 Swearengen 13:1 <hr/> T <hr/> takes 24:13 talking 22:2,10 talks 19:25 23:2 telephone 12:10 ten 24:6 term 16:2 20:20 25:18 terms 18:10,24 25:5, 12 26:9 27:5 28:23 things 23:19 thoughtful 29:20 threshold 16:12,13 time 20:15,17,25 23:14 24:22 timing 18:3 Timothy 13:7 today 12:9 14:18 25:1 30:20 touched 22:17 28:16 track 16:8 25:14 tracked 23:4 transcribed 12:13 treated 15:22 treatment 18:1 trouble 26:7 true-up 16:24 17:18 21:10,20 type 21:13 22:19 types 22:2,5 typo 28:9	<hr/> U <hr/> unanimous 15:23 understanding 15:15 22:25 26:22 27:9 unfortunate 28:9 unique 28:5 unknowns 29:17,19 unmute 26:22 unmuted 20:5 update 17:16,17 urge 30:8 usage 17:1 25:24 utility 28:5,6 29:18 utilized 18:15 <hr/> V <hr/> valid 22:22 variety 17:10 video 12:10 views 25:17 volumetric 17:2 <hr/> W <hr/> waived 16:16,18 wanted 19:20 30:18 wanting 28:8 water 12:4 13:3,7 14:17 28:5 Webex 12:10 website 12:15 week 16:1 weeks 17:12 Woodsmall 14:3,4 30:4,10	WR-2020-0344 21:15 written 24:12 27:2 WU-2020-0417 12:3 <hr/> Y <hr/> year 22:14 yesterday 19:15 yesterday's 16:2
---	---	---	--