

In the Matter of:

THE NINTH PRUDENCE REVIEW OF COSTS SUBJECT TO THE COMMISSION-APPROVED, etc.

EO-2020-0262, VOL. II

January 27, 2021



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

Evidentiary Hearing, via WebEx

January 27, 2021

Jefferson City, Missouri

Volume 2

In The Matter Of The Ninth) File No. EO-2020-0262
Prudence Review of Costs)
Subject To The)
Commission-Approved Fuel)
Adjustment Clause of Evergy)
Missouri West, Inc. d/b/a)
Evergy Missouri West)

NANCY DIPPELL, Presiding
SENIOR REGULATORY LAW JUDGE

RYAN A. SILVEY, Chairman
WILLIAM P. KENNEY
SCOTT T. RUPP
MAIDA J. COLEMAN
JASON R. HOLSMAN
COMMISSIONERS

REPORTED BY:
Beverly Jean Bentch, CCR No. 640
TIGER COURT REPORTING, LLC

A P P E A R A N C E S

1
2 ROGER W. STEINER
3 Everygy, Inc.
4 1200 Main, 16th Floor
5 Kansas City, Missouri 64105
6 816.556.2791
7 FOR: Everygy Missouri Metro and Everygy Missouri West

8 JOSHUA HARDEN
9 Collins & Jones, PC
10 1010 W. Foxwood Drive
11 Raymore, Missouri 64083
12 816.318.9966
13 FOR: Everygy Missouri Metro and Everygy Missouri West

14 JAMES M. FISCHER
15 Fischer & Dority, P.C.
16 101 Madison, Suite 400
17 Jefferson City, Missouri 65101
18 573.636.6758
19 FOR: Everygy Missouri Metro and Everygy Missouri West

20 JOHN CLIZER
21 Department of Commerce & Insurance
22 200 Madison Street, Suite 650
23 PO Box 2230
24 Jefferson City, Missouri 65102
25 573.526.1445
FOR: Office of the Public Counsel

TRAVIS J. PRINGLE
JEFFREY A. KEEVIL
Department of Economic Development
200 Madison Street, Suite 800
PO Box 360
Jefferson City, Missouri 65102-0360
573.526.4887
FOR: Staff of the Missouri Public Service Commission

I N D E X		PAGE
1		
2		
3	Opening Statement by Mr. Fischer	18
4	Opening Statement by Mr. Pringle	40
5	Opening Statement by Mr. Clizer	51
6		
7	Motion to Supplement Rebuttal Testimony Granted; Objection Overruled	70
8	EVERGY'S WITNESSES:	
9	JOHN CARLSON	
10	Direct Examination by Mr. Fischer	74
11	Questions by Judge Dippell	76
12	Cross-Examination by Mr. Pringle	88
13	Cross-Examination by Mr. Clizer	89
14	Further Questions by Judge Dippell	91
15	Further Cross-Examination by Mr. Clizer	92
16	Redirect Examination by Mr. Fischer	93
17	BRIAN FILE	
18	Direct Examination by Mr. Harden	100
19	Cross-Examination by Mr. Pringle	103
20	Cross-Examination by Mr. Clizer	106
21	Questions by Judge Dippell	108
22	Questions by Commissioner Rupp	133
23	Further Cross-Examination by Mr. Pringle	135
24	Further Cross-Examination by Mr. Clizer	140
25	Redirect Examination by Mr. Harden	144
	Further Redirect Examination by Mr. Fischer	146
	STAFF'S WITNESS	
	JAY LUEBBERT	
	Direct Examination by Mr. Pringle	154
	Cross-Examination by Mr. Harden	156
	Questions by Judge Dippell	178
	Further Cross-Examination by Mr. Clizer	189
	Further Cross-Examination by Mr. Harden	191
	Redirect Examination by Mr. Pringle	193

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

E X H I B I T I N D E X

RECEIVED

EVERGY'S EXHIBITS:

1	Direct Testimony of John Carlson	76
2C	Rebuttal Testimony of John Carlson (Confidential)	76
3	Rebuttal Testimony of John Carlson	76
4	Rebuttal Testimony of Brian File	102
5	Rebuttal Testimony of Kayla Messamore	99
8	Rebuttal Testimony of Brian File in EO-2020-0227 and 0228	102
9	Sur-Surrebuttal Testimony of Brian File in EO-2020-0227 and 0228	102

STAFF'S EXHIBITS:

101C	Direct Testimony of Brad Fortson (Confidential)	152
102P	Direct Testimony of Brad Fortson (Public)	152
103	Rebuttal Testimony of Brad Fortson	152
104C	Surrebuttal Testimony of J Luebbert (Confidential)	155
105P	Surrebuttal Testimony of J Luebbert (Public)	155

P R O C E E D I N G S

1
2 JUDGE DIPPELL: We can go ahead and unmute the
3 stream and we can go on the record. Good morning. This
4 is January 27, 2021, and the Commission is here for an
5 evidentiary hearing In The Matter Of The Ninth Prudence
6 Review Of Costs Subject To The Commission-Approved Fuel
7 Adjustment Clause Of Evergy Missouri West, Incorporated
8 d/b/a Evergy Missouri West in Case No. EO-2020-0262.

9 This case was consolidated with its sister
10 case, Case No. EO-2020-0263, which was captioned In The
11 Matter Of The Third Prudence Review Of Costs Subject To
12 The Commission-Approved Fuel Adjustment Clause Of Evergy
13 Metro, Inc. d/b/a Evergy Missouri Metro. Case No.
14 EO-2020-0262 is the lead case.

15 My name is Nancy Dippell. I'm the Regulatory
16 Law Judge presiding over this hearing. Due to the
17 COVID-19 pandemic, we're meeting in this hearing
18 virtually via WebEx telephone and videoconference.
19 We're also streaming the non-confidential portions of
20 the audio of the hearing over the internet on the
21 Commission's website.

22 I want to begin then with entries of
23 appearance. Can we have entries by Evergy?

24 MR. FISCHER: Yes, Your Honor. On behalf of
25 the companies in this case, we have Roger Steiner,

1 Joshua Harden and James Fischer. I think our contact
2 information are already on the pleadings, if that's
3 okay.

4 JUDGE DIPPELL: That's fine. Commission
5 Staff?

6 MR. PRINGLE: Thank you, Judge. Travis
7 Pringle appearing for Staff Counsel. My business
8 address is 200 Madison Street, Suite 800, Jefferson
9 City, Missouri 65102.

10 JUDGE DIPPELL: And the Office of the Public
11 Counsel?

12 MR. CLIZER: John Clizer on behalf of the
13 Missouri Office of the Public Counsel. Our contact
14 information is also on the pleadings.

15 JUDGE DIPPELL: And the Sierra Club has
16 already asked that they be excused. Their issues were
17 settled and I have excused them from participating.
18 Under Commission rules for these types of cases, we had
19 several parties that were made automatic parties to this
20 case but haven't actually been active or filed any
21 prefiled testimony. Do we have any of the other
22 intervenors present that wanted to make an entry of
23 appearance?

24 MR. KEEVIL: Judge, this is not an intervenor.
25 This is Mr. Keevil on behalf of Staff. You might show

1 me as appearing as co-counsel with Mr. Pringle just in
2 case I have to say anything at some point. I don't
3 intend to. Just to be on the safe side, you can enter
4 me and then I'll be quiet.

5 JUDGE DIPPELL: Okay. Thank you, Mr. Keevil.
6 Okay. I don't hear any of the intervenors present. So
7 we will go ahead. So again, I ask you to stay muted if
8 you're not needing to speak, and please silence your
9 cell phone so that when you are speaking it doesn't
10 disrupt the broadcast. We have some of the witnesses in
11 the same room and some of counsel in the same room
12 together. So they're going to try to make sure that
13 only one microphone is open at any time so we don't get
14 that feedback issue.

15 If we run into some kind of disturbance like
16 that, I'll probably mute you. So you'll have to go
17 through the process of unmuting yourself to be heard.
18 We marked the exhibits, the prefiled testimony exhibits
19 prior to going on the record. So if there's something
20 that wasn't already emailed to me officially that you
21 wish to use as an exhibit, we'll have to pause while you
22 email that to other counsel and myself for distribution.
23 So we'll just have to be patient with one another.

24 Doing an online hearing we'll have to pause
25 where needed to let people speak. There's a slight

1 delay. So just try to slow down and take your time and
2 be patient.

3 As far as the order of witnesses, we're going
4 to follow the order provided by the parties. However,
5 in this instance I'm not going to excuse the witnesses
6 until the end of the hearing. It may be that the
7 Commission wants to hear from Company or Staff witnesses
8 after we've heard from Public Counsel witnesses. So the
9 witnesses are not necessarily excused at the end of
10 their original testimony.

11 We have a pending Motion to Supplement
12 Testimony and an objection on that motion, but I'm not
13 going to deal with that until after opening statements.
14 And I also wanted to note on the record that I gave
15 permission to the parties to submit to me their opening
16 statement presentations later than was originally in the
17 order. So that exception to the Commission's order is
18 granted in that case.

19 As we go, the Commission may want to take
20 official notice of some of the tariffs. I will bring
21 that up as we go along, but just be on notice about
22 that. So I think with that we can go ahead and begin
23 with opening statements. I want to break for agenda at
24 about 10:00, and we'll probably take an hour break at
25 that time and then come back and maybe go for a couple

1 of hours and take a later lunch. That's always subject
2 to change if I determine that that's not going to be the
3 best schedule but for now that is my plan. All right.
4 Let's go ahead then and start with opening statements.
5 Can we begin with Evergy?

6 MR. FISCHER: Yes, Your Honor. Let me see if
7 I can share my power point and we'll go from there.
8 Okay. Do you see the power point, Judge?

9 JUDGE DIPPELL: Yes, I see it.

10 MR. FISCHER: Okay. With that, I think I can
11 begin then, if that's okay with the Commission.

12 May it please the Commission. I think I'll --
13 Are you seeing me in the corner there too? Would you
14 prefer me to get out of that?

15 JUDGE DIPPELL: You're fine.

16 MR. FISCHER: Okay. May it please the
17 Commission. My name is Jim Fischer, and Roger Steiner
18 and Josh Harden and I will be representing Evergy Metro
19 and Evergy Missouri West in this case. And as you've
20 already pointed out, this involves the Ninth Fuel
21 Adjustment Clause Prudence Review of Evergy Missouri
22 West and the Third Prudence Review of Evergy Metro's
23 Fuel Adjustment Clause.

24 The review period for this FAC audit was June
25 1, 2018 to November 30, 2019. We appreciate the

1 extraordinary efforts that the Commission and the
2 Regulatory Law Judge has gone through today to hear this
3 case under the extraordinary circumstances during this
4 pandemic. On December 18 of 2020, Evergy, Staff and the
5 Office of the Public Counsel filed a Partial Stipulation
6 and Agreement which settled the issues raised by the
7 Staff in the Staff FAC prudence audit of the companies.
8 Under that stipulation, Evergy Missouri West agreed to
9 remove certain Sibley retirement costs from the FAC and
10 they'll record those retirement costs in the Sibley AAO
11 regulatory liability account established in Case No.
12 EC-2019-0200.

13 Evergy Missouri Metro will also remove about
14 \$15,000 worth of Montrose fuel residual costs and will
15 remove 184,000 from the FAC, and that will be recorded
16 to the costs of removal account for consideration in the
17 next general rate case. The Commission approved that
18 stipulation on Wednesday of January 20, 2021.

19 Then on January 15 of 2021, Evergy, Staff,
20 Public Counsel and the Sierra filed a Unanimous
21 Stipulation and Agreement which, if approved, will
22 resolve the issues raised by the Sierra Club in this
23 case. Under this stipulation, the Company is agreeing
24 to retain and provide certain data, including net margin
25 costs, to the signatory parties related to its decision

1 to self-commit generating units on a day-ahead basis and
2 on a realtime basis. It's my understanding that that
3 matter may be pending on today's agenda. If the
4 Commission approves the terms of the second stipulation,
5 then the issues raised by the Sierra Club will be
6 resolved.

7 Now, there are two other issues that remain
8 that are being raised by the Public Counsel in this
9 case. The first area relates to whether Evergy was
10 imprudent for including capacity sales in its integrated
11 resource plan. The second area relates to whether
12 Evergy should have called more curtailable events in its
13 MEEIA demand response programs during the FAC audit
14 period.

15 Public Counsel argues in its position
16 statement that Evergy acted imprudently when it included
17 capacity sales in the 2017 update to the integrated
18 resource plan. According to Public Counsel, the
19 Commission should disallow almost \$2 million from
20 Evergy's fuel and purchased power costs because the
21 Company in its planning documents included the
22 possibility that there might be capacity sales. Such a
23 disallowance based upon an integrated resource plan
24 document would be unprecedented and without merit in our
25 opinion.

1 As the Commission knows, the IRP is a planning
2 process mandated by the Commission's rules. The IRP
3 rules do not make the preferred integrated resource plan
4 or the calculated revenue requirement into a yardstick
5 to measure the Company's performance based upon
6 hindsight information. If we did do that, as Public
7 Counsel suggests we should do in this case, the IRP
8 process would be transformed into a preapproval and a
9 ratemaking process.

10 Evergy's witness Kayla Messamore testified in
11 her rebuttal testimony that the modeling assumption
12 related to the capacity sales that Ms. Mantle is
13 complaining about had no impact on the Company's
14 preferred resource plan decisions and had no impact on
15 the actual cost of purchased power or fuel during the
16 FAC period. Evergy ran the IRP scenarios again with a
17 no capacity sales assumption included, and it made no
18 difference in the outcome. In other words, the
19 exclusion of these capacity sales had no material impact
20 on the ranking of resource plans and thus was not a
21 critical assumption which had no impact on the selected
22 preferred plan. It was merely a planning assumption in
23 a planning document and it had no impact on customers.
24 And then importantly actual customer harm is a necessary
25 legal element to find imprudence on the part of the

1 Company.

2 As Mr. Carlson explains in his testimony,
3 capacity purchases and sales made in the SPP market are
4 bilateral in nature meaning that they are contracted
5 between two counterparties outside of the SPP
6 marketplace. Unlike other regional transmission
7 organizations such as the Midcontinent Independent
8 System Operator, or MISO as we call them, SPP does not
9 have a capacity market. Without a capacity market,
10 market participants such as Evergy must canvass the
11 market and find a counterparty that is interested in
12 buying or selling capacity as needed.

13 Evergy routinely talks with other utilities,
14 other energy marketers, municipalities, independent
15 power producers and financial institutions to understand
16 the needs of the marketplace to be in a position to
17 respond to RFPs or to sell capacity on a bilateral basis
18 to unaffiliated entities.

19 Of course, there are many factors that affect
20 the ability to sell capacity, including the supply
21 situation and needs of other utilities, transmission
22 constraints, and the time periods that might be needed
23 to upgrade transmission facilities to serve those
24 customers. In some years, there are no buyers for
25 bilateral contracts. For example, despite the Company's

1 best efforts, there were no agreements to be made on a
2 short-term basis during this FAC period. However, in
3 other years that may not be the case.

4 During the term of the FAC review period in
5 this case, Evergy Metro had three long-term capacity
6 sales contracts in place with other utilities, one of
7 which was Evergy Missouri West. In addition, during the
8 FAC review period, Evergy Metro entered into two
9 additional new long-term capacity sales contracts with
10 other utilities, one with a non-Evergy utility and one
11 with the Evergy Missouri West.

12 The Company also continued to respond to RFPs
13 in 2018 and 2019, as it's done for years. Notably
14 capacity contracts that are longer than one year would
15 not flow through the fuel adjustment clause. So Public
16 Counsel's recommended disallowance is not simply based
17 on Evergy's entering into capacity contracts but of a
18 certain type of capacity contracts for short-term
19 capacity.

20 While Evergy had capacities to sell during the
21 FAC audit period, it was not imprudent that it did not
22 sell it, because there were simply no buyers for such
23 short-term capacity. The Commission should not adopt
24 Public Counsel's proposed disallowance of \$2 million
25 simply because there were no buyers for this short-term

1 capacity or because Evergy included the possibility of
2 such sales in the planning process. As I've said,
3 whether Evergy included that capacity sales assumption
4 in the IRP or not, it did not affect the selection of
5 its preferred resource plan. There was simply no harm
6 to customers by including that assumption in the IRP
7 process. Perhaps recognizing the unprecedented nature
8 of Public Counsel's proposed disallowance of \$2 million
9 of fuel costs based upon a planning assumption in the
10 IRP planning process, Ms. Mantle makes an alternative
11 recommendation on page 2 of her surrebuttal testimony.
12 She states as an alternate resolution to the capacity
13 sales issue, I recommend the Commission order Evergy to
14 in its triennial resource plan filing that Evergy will
15 be making in April of 2021, include for each of its
16 model scenarios a run with no capacity sales other than
17 its current contracts.

18 As explained in Kayla Messamore's rebuttal
19 testimony, Evergy has already rerun its model scenarios
20 in its previous 2017 IRP with a no capacity sales
21 assumption. This assumption made no difference in the
22 selection of the preferred resource plan. Evergy is
23 willing to include both assumptions, one with capacity
24 sales and another without capacity sales in its April
25 2021 triennial IRP if that would resolve this issue.

1 But in any event, the Commission should not adopt the
2 Public Counsel's proposed disallowance of \$2 million in
3 this case. The bottom line, there was no imprudence on
4 the part of Evergy for including the possibility of
5 capacity sales in its IRP and there's simply no harm to
6 customers. Therefore, Public Counsel's disallowance
7 related to the capacity sales assumption should be
8 rejected.

9 The Staff and the Public Counsel also raised a
10 MEEIA related issue. Was Evergy imprudent in its
11 management of its demand response programs. And more
12 specifically was it imprudent for Evergy to not call
13 additional demand response events in its MEEIA program
14 in a manner that would have reduced FAC costs.

15 Staff witness Jay Luebbert in his surrebuttal
16 rebuttal testimony on pages 2 and 3 and Brad Fortson in
17 his rebuttal on page 5, they recommend that Public
18 Counsel's MEEIA related imprudence issues be dealt with
19 in Evergy's pending MEEIA prudence review cases which
20 are File Nos. EO-2020-0227 and 0228. As the Commission
21 probably knows, there is extensive testimony in the
22 MEEIA prudence review cases dealing with Evergy's
23 management of its demand response programs.

24 A primary issue in that case is how many
25 curtailment events should be called under the Company's

1 MEEIA programs. The parties requested that the
2 Commission suspend the proceeding in the MEEIA prudence
3 cases so that we can pursue settlement of those same
4 issues. We are pursuing settlement in that MEEIA case
5 at this time.

6 Now, as I understand the Staff and Public
7 Counsel's testimony, they believe that Evergy did not
8 call enough demand response events, or what are
9 sometimes referred to as curtailment events, during the
10 audit period to maximize the benefit to customers. They
11 argue that the Company acted imprudently by not calling
12 more curtailment events to minimize fuel and purchased
13 power costs. Both Public Counsel and Staff allege that
14 the Company knew of the SPP fee reduction impact of
15 additional curtailment calls in January 2019.

16 The Company addressed this topic in a data
17 request during the MEEIA3 negotiations, but this data
18 request response only indicated there could be
19 additional potential benefits of value calling more
20 events in MEEIA3, not a complete understanding that
21 calling more events in existing MEEIA2 programs would
22 not adversely impact the annual peak reduction value of
23 the MEEIA2 programs.

24 A reasonable person would not have jeopardized
25 the programs by immediately calling more events without

1 first evaluating the impact on the MEEIA2 programs.
2 Demand response events are times when the Company calls
3 upon its commercial and its industrial customers or
4 adjusts the residential and business thermostats and
5 essentially automatically adjusts customers' electrical
6 usage to reduce the peak load of the Company using the
7 residential programmable thermostat program and the
8 demand response incentive program for commercial and
9 industrial customers. The Public Counsel has proposed
10 disallowances related to the MEEIA demand response
11 programs of about \$330,000 on a combined company basis
12 related to energy sales and another 431,000 related to
13 SPP Schedule 11 fees.

14 During the audit period, the Company followed
15 the Commission's approved MEEIA plan and managed the
16 thermostat program budget to the Commission approved
17 level by controlling the number of direct installations
18 being scheduled, which held a number of participants to
19 a known level, which was approved by the MEEIA plan
20 itself. However, Public Counsel Witness Mantle and the
21 Staff witnesses argue that the Company should have
22 called more events to maximize the reduction of SPP
23 fees.

24 On February 15, 2019, the predecessor
25 companies of Evergy Missouri Metro and Evergy Missouri

1 West, which of course were Kansas City Power & Light and
2 GMO, these companies entered into a Stipulation and
3 Agreement with the Commission Staff, the Office of the
4 Public Counsel, the Department of Economic Development
5 Division of Energy and Renew Missouri Advocates in File
6 Nos. EO-2019-0132 and 0133. This unanimous stipulation
7 recommended that the Commission approve a MEEIA2 Cycle 2
8 extension plan to allow the MEEIA Cycle 2 to continue
9 beyond the scheduled expiration date of March 31, 2019,
10 but it was under specified conditions.

11 One of those conditions was as follows. For
12 the programmable thermostat program, the Company will
13 call five demand response events per jurisdiction during
14 the summer of 2019 June through September. In the
15 Commission's order approving the Stipulation and
16 Agreement in that case, the Commission found that the
17 stipulation met the provisions of the MEEIA statute and
18 it approved the stipulation. It also ordered the
19 following, and I'll quote, its signatories shall comply
20 with its terms.

21 The effect of this order was that Evergy, as
22 well as the Commission Staff and the Office of the
23 Public Counsel, were ordered to comply with the terms of
24 the stipulation which clearly stated that the Company
25 shall call five demand response events per Company

1 during the summer of 2019. The Company complied with
2 its order and called five demand response events during
3 the summer of 2019. This slide shows the dates on which
4 those five programmable thermostat events and the
5 duration of those events. The events resulted in over
6 \$7 million of benefits due to peak reduction.

7 As I mentioned earlier, the review period of
8 this FAC case was June 1, 2018 through November 30 of
9 2019, which included that summer of 2019.

10 Notwithstanding the fact that Evergy was ordered to call
11 five demand response events during the summer of 2019
12 and had complied with the order and called five demand
13 response events during that period, the Public Counsel
14 and the Staff are arguing in this case that the Company
15 was imprudent for not calling more demand response
16 events.

17 I think someone could have argued that it
18 would have been imprudent if the Company had not
19 complied with the Commission's order to call five events
20 during the summer of 2019. In addition, Evergy would
21 respectfully suggest that the Company's residential
22 programmable thermostat and its demand response
23 initiative programs were not designed to reduce SPP
24 fees. The Company's approved tariffs state that these
25 programs were designed to reduce customer load during

1 the annual peak period to help defer future generation
2 capacity additions and provide for improvements in
3 energy supply.

4 Second, the Company operates its MEEIA
5 programs to be consistent with its approved MEEIA
6 tariffs, the MEEIA budgets, the MEEIA statutes and rules
7 and other Commission approved parameters. The
8 Commission approved programs were not designed to
9 maximize the reduction in SPP fees. In other words, the
10 demand response programs in question were not designed
11 to arbitrage day-ahead locational marginal prices or to
12 reduce Schedule 11's SPP fees through the calling of
13 numerous demand response events.

14 The calling of more demand response events is
15 not cost free to Evergy and it's not cost free to its
16 customers. As those MEEIA programs are currently
17 designed, the calling of more events would likely have a
18 detrimental impact on the primary goal of the programs
19 which was to reduce the annual peak load.

20 In order to maximize the reduction in SPP
21 fees, a MEEIA program would need to be designed to call
22 multiple times every month of the year since those SPP
23 fees are associated with Evergy's peak load in every
24 month, not just the summer months. In order to make
25 sure that the monthly peak is mitigated or lowered,

1 curtailable events would likely need to be called more
2 than five times per month.

3 The Company's programs were designed for a
4 maximum of ten curtailment events in a year under the
5 demand response initiative program and a maximum of 15
6 events under the residential thermostat program. A
7 program that requires Evergy to call significantly more
8 events to maximize reduction of SPP fees would need a
9 different program design, potentially a higher financial
10 incentive for customer participation and would possibly
11 need to be targeted to different customer types.

12 Residential, commercial and industrial
13 customers do not prefer that their power be curtailed,
14 but they're willing to occasionally accept this
15 inconvenience for a financial incentive. But if the
16 number of curtailment, if they get too high, these
17 customers are going to decide not to participate. Staff
18 and Public Counsel don't seem to recognize that this is
19 a down side to their approach. Their recommendation is
20 based upon a static analysis and doesn't recognize the
21 dynamic relationship between the Company and its
22 customers in these demand response programs.

23 Signing up for a demand response program like
24 the programmable thermostat program means that you're
25 essentially allowing the utility to make changes to your

1 air-conditioning load during typically the hottest days
2 of the summer. This requires a significant amount of
3 trust, as well as financial incentives to manage this
4 inconvenience.

5 Now, if a customer were to start having their
6 air-conditioning adjusted regularly during the hottest
7 times of the day, like 20 times in a summer or nearly
8 everyday as suggested by a Public Counsel witness in the
9 MEEIA2 case, the entirety of the program would have to
10 change.

11 It would likely require increased compensation
12 and the participant pool will decrease significantly as
13 the number of customers willing to give up control of
14 their air-conditioners on the hottest days of the year
15 will likely be considerably lower than under the
16 Company's approved program.

17 I would just ask the Commissioners and the
18 Regulatory Law Judge that are listening today, would you
19 allow your electric utility to change the temperature of
20 your home frequently throughout the summer even if you
21 were getting a free thermostat and a \$25 incentive to
22 participate. The Public Counsel's short-sighted view of
23 these programs should be rejected by the Commission.

24 The benefits from the numerous curtailments
25 are also dubious. Every witness Brian File discusses

1 in his rebuttal testimony the fact that the primary
2 benefits of the MEEIA residential thermostat and the
3 demand response initiative program is to lower the
4 annual peak. It's not to achieve lower SPP fees or
5 lower monthly peaks as assumed by the Public Counsel's
6 analysis.

7 Now, this slide that I have on the screen now
8 shows the comparison of the Commission approved value of
9 demand response or avoided capacity with the value of
10 two other streams described by the Public Counsel
11 witness in her testimony. If the Company adopted the
12 multiple demand response event approach being
13 recommended by Public Counsel and Staff in the MEEIA2
14 prudence case, the Company would be spending 90 percent
15 of the event costs to achieve less than 6 percent of the
16 value.

17 As shown on this slide, this is the very
18 definition of the law of diminishing returns. The first
19 event call results in the vast majority of the benefits.
20 The four-event minimum results in a very small
21 additional benefit and a ten-event minimum results in
22 only a sliver more of benefits without consideration of
23 all the already discussed down sides that is not
24 considered by Staff and Public Counsel.

25 The Company's actual program was developed

1 based upon the goal to encourage customers to
2 participate in the event maximums described in the
3 existing program, not a much greater number of events
4 that are contained in the existing program. The MEEIA
5 programs, including the residential programmable
6 thermostat program and the demand response incentive
7 program, have proven to be cost effective by the EM&V
8 consultant and by Staff's independent auditor.

9 These programs provide system wide benefits by
10 reducing the annual peak load, which is the goal of the
11 program. Evergy's position is simple and straight
12 forward. A reasonable person would have operated the
13 MEEIA programs as designed and as approved by the
14 Commission within the budget achieving the cost
15 effectiveness as defined by the Commission. This is
16 what Evergy did.

17 Public Counsel and Staff's position is that
18 reasonableness required Evergy to scrap the underlying
19 purpose of the MEEIA2 program or reducing the system
20 wide annual peak to chase minimal monthly savings by
21 betting on the weather and making many more curtailment
22 calls. The Commission should therefore reject Public
23 Counsel's MEEIA related disallowances based upon the
24 theory that there should have been many more curtailment
25 events called than what has been previously approved in

1 the MEEIA2 plan.

2 Finally, due to the procedural schedule
3 ordered by the Commission, we weren't able to address
4 all of the arguments that were included from the MEEIA2
5 case. We're hoping that we'll still be able to do that
6 with the additional testimony that we've asked be
7 included as Brian File's. I understand we're going to
8 address that here in a little bit after the openings.
9 But if we don't get that testimony in, I would certainly
10 encourage the Commissioners and the Regulatory Law Judge
11 to ask all your questions to our witnesses, because they
12 have a lot more to say than what they've just filed in
13 this case.

14 Finally, the last issue is, is it more
15 appropriate to address the implementation of demand
16 response programs in this case or in the MEEIA2 prudence
17 case. As I already explained, the Company does not
18 believe it's imprudent -- or we don't believe there's
19 any imprudence related to the demand response programs
20 in this audit period. We do believe that when a
21 disallowance is recommended for capital expenditures for
22 the MEEIA programs that would be, quote, subject to the
23 DSIM, then the MEEIA proceeding is the appropriate
24 proceeding to evaluate such of a proposed disallowance.
25 However, we believe that any adjustment that involves

1 energy costs that flow through the FAC clause, then it
2 would be appropriate to consider those disallowances in
3 the FAC prudence review case. This is why the Company
4 attempted to remove the FAC adjustments related to
5 purchased power and SPP Schedule 11 fees from the MEEIA2
6 prudence audit and we asked that they be removed and
7 considered in a fuel adjustment clause case. The
8 Commission didn't grant the Company's motion but it did
9 indicate that it would consider removing the FAC related
10 issues from the MEEIA case when it heard the evidence.
11 That case is now on hold while we pursue a settlement.

12 With that, I'm happy to try to answer your
13 questions. Thank you very much.

14 JUDGE DIPPELL: Thank you, Mr. Fischer. If
15 you can remove your sharing there and let us have the --
16 Thank you.

17 MR. FISCHER: Is that okay?

18 JUDGE DIPPELL: Yes, that's perfect. Thank
19 you. Are there any questions from the Commissioners for
20 Mr. Fischer at this time?

21 CHAIRMAN SILVEY: Judge, I have a couple of
22 questions.

23 JUDGE DIPPELL: Go ahead, Mr. Chairman.

24 CHAIRMAN SILVEY: Thank you, Judge. These are
25 questions, you kind of touched on a couple of them, but

1 I wanted to ask all of the parties. So I tend to ask
2 all of the parties after opening these same questions.
3 If you'll indulge. What type of issues should be
4 addressed in this FAC prudence case versus the pending
5 MEEIA prudence case?

6 MR. FISCHER: Judge, as I mentioned, our
7 position is that if we're talking about disallowances
8 that involve capital expenditures in the MEEIA program
9 that are subject to the DSIM charge, that would be
10 appropriate to be considered in the prudence -- in the
11 MEEIA prudence case. Now, to the extent we're talking
12 about SPP fees or reductions in fuel or purchased power
13 costs, those are subject to recovery in the fuel
14 adjustment clause and we think those disallowances
15 should be made related to the fuel adjustment clause and
16 not the MEEIA prudence surcharge.

17 CHAIRMAN SILVEY: Okay. Thank you. And what
18 is the standard that the Commission should apply for
19 determining the prudence of costs included in an FAC?

20 MR. FISCHER: I think the standard that's been
21 used in the past has been defined in the tariff on what
22 is included in the clause itself but also it's a
23 reasonableness standard.

24 CHAIRMAN SILVEY: Who has the burden of proof
25 to show imprudence or harm to customers?

1 MR. FISCHER: As I understand the approach in
2 prudence cases, the Company initially provides the
3 programs but it's the other parties have the obligation
4 to come forward and raise a serious doubt about the
5 prudence of those expenditures and then the Company has
6 the burden to respond to those allegations.

7 CHAIRMAN SILVEY: Okay. And how detailed does
8 the information need to be to show harm to customers?
9 Is it enough to show fuel or purchased power costs would
10 likely have been less or does a specific amount of harm
11 need to be shown?

12 MR. FISCHER: We would argue that it's the
13 obligation of the parties to show that a specific amount
14 of harm has occurred and what it is. Otherwise, you
15 don't know how to quantify that disallowance.

16 CHAIRMAN SILVEY: Is there law, case law or
17 regulations that identify how or if the Commission can
18 apply Evergy's integrated resource plan to an FAC
19 prudence review?

20 MR. FISCHER: If I understand your question,
21 Mr. Chairman, I don't think that has ever been
22 addressed. Regarding the prudence review process
23 itself, I would refer you to the Associated Natural Gas
24 case of several years ago. It was a PGA case. That
25 laid out in quite a bit of detail the prudence review

1 process, but I don't think that the relationship between
2 -- If your question was the relationship between the
3 MEEIA and a fuel adjustment prudence review, I think
4 this is the first case at least that I'm aware of that
5 this has ever come up.

6 CHAIRMAN SILVEY: It was specifically about
7 applying the integrated resource plan to an FAC prudence
8 review.

9 MR. FISCHER: This is the first one I recall
10 where anyone has ever suggested that you ought to have a
11 disallowance of fuel because of assumptions that were
12 made in an integrated resource plan.

13 CHAIRMAN SILVEY: Okay. And my final
14 question, which I believe you just answered, was going
15 to be has the Commission considered this in the past,
16 and I would understand your answer to be no?

17 MR. FISCHER: To my knowledge, that's the
18 case, no. I've lost you there. Chairman, I've lost
19 your audio.

20 CHAIRMAN SILVEY: I'm sorry. Thank you.
21 Those are all the questions I have.

22 MR. FISCHER: Thank you.

23 JUDGE DIPPELL: Thank you, Mr. Chairman. Are
24 there other Commission questions for Mr. Fischer? I'm
25 not hearing any. I think the Chairman asked the

1 questions I had.

2 MR. FISCHER: I think I saw the Chairman
3 trying to mouth a question; is that correct? He's
4 frozen now.

5 JUDGE DIPPELL: I have lost the Chairman's
6 video. Now he's back. Mr. Chairman, did you have
7 something else or was that all? Not sure. No more
8 questions? Okay. Thank you.

9 CHAIRMAN SILVEY: Sorry, Judge. I'm not sure
10 why it's hanging up so badly. No, I have no further
11 questions.

12 JUDGE DIPPELL: All right. Thank you.

13 MR. FISCHER: I will mute my mike. Is that
14 okay, Judge?

15 JUDGE DIPPELL: Yes. Let's see. We've still
16 got 15 or more minutes. Let's go ahead and go to
17 Commission Staff.

18 MR. PRINGLE: Thank you, Judge. One moment
19 while I pull it up.

20 May it please the Commission. I am here today
21 to tell you a tale of two dockets when once we were in
22 the best of times, today we find ourselves in the worst
23 of times. My name is Travis Pringle and together with
24 Jeff Keevil we represent the Staff of the Missouri
25 Public Service Commission.

1 Now, when it comes to our FAC prudence
2 reviews, Commission Rule 20 CSR 4240-20.090(11) and
3 Missouri Revised Statute Section 386.266.5(4) require
4 that Staff conduct prudence reviews of an electric
5 utility's fuel adjustment clause, or the FAC, no less
6 frequently than every 18 months. Staff notified the
7 parties of its intent to start its prudence reviews of
8 Evergy Metro and Evergy West on March 2, 2020.

9 Following its investigation, Staff filed its
10 Third Prudence Review Report for Evergy Metro and Ninth
11 Prudence Review Report for Evergy West on August 28,
12 2020. In its reports, Staff analyzed items affecting
13 Evergy's fuel costs, purchased power costs, net emission
14 costs, transmission costs, off-system sales revenue and
15 renewable energy credit revenues during the review
16 period of the FAC. For Evergy West, that was June 1,
17 2018 through November 30, 2019. For Evergy Metro, that
18 review period was July 1, 2018 through December 31,
19 2019.

20 When conducting a prudency review, Staff
21 follows a prudency standard that was outlined in State
22 ex rel. Associated Natural Gas Company vs. Public
23 Service Commission of the State of Missouri. This
24 standard posits that during a prudency review it is
25 Staff's responsibility to determine how reasonable

1 people would have performed the tasks that confronted
2 the Company. During its review of the prudence of costs
3 subject to Evergy's FAC, Staff did exactly that; and
4 with the exception of a disallowance issued today, Staff
5 concluded that both Evergy West and Evergy Metro were
6 prudent in their decision making regarding costs arising
7 from the FAC. Now, at first glance, one would suppose
8 that this docket deals with Staff's FAC prudence review
9 of Evergy. However, upon review of the issues at hand
10 today, this quickly begins to look like a different
11 docket entirely, a docket seeking to address the
12 prudence of energy efficiency programs arising from
13 Evergy's MEEIA.

14 The Staff of the Missouri Public Service
15 Commission stakes out a clear path when conducting an
16 FAC prudence review. Today we are far off that path.
17 We are here to deal with the ramifications of Evergy's
18 integrated resource plan and Evergy's failure to
19 maximize ratepayer benefits from demand response
20 programs implemented through its DSIM, the demand-side
21 investment mechanism.

22 Staff has not taken a position in the context
23 of this FAC prudence review on the issues arising from
24 Evergy's IRP. As for the demand response programs, in
25 the best of times these issues were set to be heard in

1 the proper venue, the ongoing Evergy MEEIA prudence
2 review consolidated under Case No. EO-2020-0227. On
3 August 19, 2020, this Commission issued an order stating
4 that the MEEIA docket was indeed where they wanted to
5 hear all MEEIA issues.

6 However, somehow along the way we stumbled
7 into the worst of times and now these issues are before
8 us today in an FAC prudence review docket. Those issues
9 and Staff's respective positions are, number one, was
10 Evergy imprudent by virtue of the assumptions it
11 included in the integrated resource planning process?
12 Staff took no position on the prudence of the inclusion
13 of capacity sales as an assumption in Evergy's IRP in
14 the context of this FAC prudence review.

15 However, the support provided by OPC witness
16 Lena Mantle regarding the potential for capacity sales
17 has concerned Staff. That being said, Ms. Mantle's
18 information supports Staff's position in the Evergy
19 MEEIA prudence review case EO-2020-0227 in which Staff
20 argues that disallowance of program costs due to no
21 sales of excess capacity is necessary.

22 If the Commission were to determine that the
23 assumption of sales of excess capacity in Evergy's IRP
24 was imprudent, then the recommendation of Ms. Mantle on
25 behalf of OPC is reasonable based upon the information

1 portrayed by Evergy in previous cases. Issue two, was
2 the decision by Evergy to include capacity sales in its
3 assumptions for its IRP imprudent? Similar to issue
4 one, Staff took no position on the prudence of this
5 issue in the context of an FAC prudence review. If the
6 Commission were to determine that the decision by Evergy
7 to include capacity sales in its assumptions for its IRP
8 were imprudent, the recommendation of Ms. Mantle on
9 behalf of OPC is reasonable based upon the information
10 portrayed by Evergy in previous cases.

11 Issue three, was it imprudent for Evergy to
12 not include FAC cost reductions arising from capacity
13 sale contracts in its FAC rate calculations as modeled
14 in its IRP? Just like issues one and two, Staff took no
15 position on the prudence of the inclusion of capacity
16 sales as an assumption in Evergy's IRP in the context of
17 this FAC prudence review. Had Evergy executed capacity
18 sales contracts as modeled in its IRP, there would have
19 been FAC cost reductions arising from those contracts
20 that should have been included in Evergy's FAC rate
21 calculations.

22 Because Evergy did not execute sales contracts
23 in the review period, Staff did not expect Evergy to
24 voluntarily reduce its FAC by the assumed amount. Also
25 like issues one and two, Staff does find the support

1 provided by Ms. Mantle concerning. And if the
2 Commission were to determine that Evergy was imprudent
3 for including an assumption for sales of excess capacity
4 in its IRP, then the recommendation of Ms. Mantle on
5 behalf of the OPC is reasonable based upon the
6 information portrayed by Evergy in previous cases.

7 Issue number four, was Evergy imprudent in the
8 management of its demand response programs? Yes. Staff
9 has concluded that Evergy's implementation of its demand
10 response programs was imprudent. However, Staff
11 strongly believes this issue belongs in the MEEIA
12 prudence review case, No. EO-2020-0227, and Staff's
13 recommended disallowances are to be addressed in that
14 case, not in this FAC prudence review.

15 Issue five, was it imprudent for Evergy to not
16 call additional demand response events in a manner that
17 would have reduced FAC costs? Yes, it was imprudent for
18 Evergy to not call additional demand response events in
19 a manner that would have reduced FAC costs. Evergy
20 acted imprudently by not attempting to minimize costs
21 and maximize benefits to ratepayers through the
22 implementation of the demand response programs despite
23 the ability to do so with minimal incremental program
24 costs.

25 Staff's recommended disallowances for the

1 demand response programs are based on opportunities that
2 were missed that a reasonable person would have
3 attempted to achieve given the potential ratepayer
4 benefits and the incentive structure in place at the
5 time of implementation. While there were some
6 opportunities for ratepayers to benefit through the FAC,
7 the disallowances recommended by Staff are set to be
8 addressed in the MEEIA prudence review, EO-2020-0227.

9 Issue six, if it was imprudent for Evergy to
10 not call additional demand response events in a manner
11 that would have reduced FAC costs, is it more
12 appropriate to address the imprudent implementation of
13 the programs through an ordered FAC adjustment or an
14 ordered DSIM adjustment? The imprudent decision making
15 associated with the implementation of Evergy's demand
16 response program is best addressed through ordered
17 adjustments to the DSIM. This proceeding is adding to
18 the risk of hearing this issue multiple times which will
19 likely lead to confusion and an inefficient use of
20 resources. The prudence of Evergy's demand response
21 programs is a question best answered in the MEEIA
22 prudence review Case No. EO-2020-0227.

23 Staff will present two witnesses today to help
24 explain how we got here and what to do next. Brad
25 Fortson, a regulatory compliance manager for energy

1 resources, will take the stand to answer your questions
2 regarding the IRP issues in this case, issues one, two
3 and three. Jay Luebbert, an associate engineer in
4 Staff's engineering analysis department, will take the
5 stand to answer any of your questions regarding the
6 demand response issues that have landed in this docket
7 in issues four, five and six. I implore you to ask them
8 questions and listen to their answers, because today we
9 are stuck in a tale of two dockets and we have before us
10 today misguided options that prevent us from returning
11 to the best of times. Thank you and I'm happy to take
12 any questions.

13 JUDGE DIPPELL: Thank you, Mr. Pringle. Are
14 there Commissioner questions for Staff counsel at this
15 time?

16 CHAIRMAN SILVEY: Judge, I turned off my video
17 to hopefully help with the lag issues, but I do have
18 just one question for Mr. Pringle.

19 JUDGE DIPPELL: Go ahead, Mr. Chairman.

20 CHAIRMAN SILVEY: Thank you. It sounds like
21 you answered most of the questions I asked. I
22 appreciate that. I do just want to clarify the last
23 question that I had for the previous attorney. Is there
24 law, case law or regulations that identifies how or if
25 the Commission can apply Evergy's integrated resource

1 plan to an FAC prudence review?

2 MR. PRINGLE: Thank you, Chairman Silvey. The
3 Staff has not been able to find any real mention of
4 prudence regarding the IRP process. Typically the IRP
5 process parties can note concerns and deficiencies in
6 the plan put forward by a utility. At the same time,
7 though, we've also found nothing saying that a party
8 can't allege imprudence on that IRP in an FAC prudence
9 review adjustment. We haven't seen it happen before but
10 we haven't seen anything saying it can't happen.

11 CHAIRMAN SILVEY: Okay. So to your knowledge,
12 the Commission has not considered it in the past?

13 MR. PRINGLE: Correct, yes, we have not been
14 able to find anything on point regarding an imprudent
15 allegation against an IRP.

16 CHAIRMAN SILVEY: Okay. Thank you, sir.
17 Thank you, Judge.

18 JUDGE DIPPELL: Are there any other
19 Commissioner questions for Mr. Pringle? I'm not hearing
20 any. Mr. Pringle, did you address the burden of proof
21 for a prudence review?

22 MR. PRINGLE: I just simply detailed the
23 standard. As to the burden, I do agree with Mr. Fischer
24 for the most part it's the party who is asserting the
25 imprudence usually has to show why.

1 JUDGE DIPPELL: And so when does that burden
2 shift or does it?

3 MR. PRINGLE: Well, then usually the utility
4 is attempting to show why the party alleging imprudence
5 is incorrect, but typically I would say that the burden
6 is on the party asserting the imprudence.

7 JUDGE DIPPELL: Okay. Thank you.

8 MR. PRINGLE: You're muted, Judge.

9 JUDGE DIPPELL: Thank you. I was saying that
10 puts us right at about 10:00, and the Commissioners have
11 agenda scheduled at 10:15. So I think rather than get
12 part way through Mr. Clizer's opening statement we're
13 going to go ahead and break at this time and we'll
14 finish with opening statements after agenda. Because of
15 the agenda being also broadcast via WebEx, what we will
16 do is if you are intending to participate in the agenda
17 WebEx, you'll need to leave this meeting and then this
18 will stay open and after agenda and the time for you to
19 come back you can just rejoin this meeting like you did
20 in the beginning. So I hope I made that clear. If you
21 want to participate in the other WebEx, you'll need to
22 leave this meeting and then rejoin after agenda.

23 Are there any questions before we go off the
24 record?

25 MR. CLIZER: I appreciate that we're rejoining

1 after agenda. Do you have an idea of a hard time of
2 when exactly?

3 JUDGE DIPPELL: Yes. We'll just plan to
4 rejoin at 11:00.

5 MR. CLIZER: 11:00. Thank you.

6 JUDGE DIPPELL: Are there any other questions?
7 All right. Then we can go ahead and go off the record.
8 Thank you.

9 (Off the record.)

10 JUDGE DIPPELL: Okay. Let's go ahead then and
11 go back on the record. So we're back on the record
12 after our agenda break. And I believe Mr. Pringle
13 wanted to add a little something to his opening before
14 we continue with the Public Counsel. Go ahead,
15 Mr. Pringle.

16 MR. PRINGLE: Thank you, Judge. The burden
17 does shift once the party alleging imprudence raises a
18 serious doubt. That's when the burden shifts to the
19 Company to dispel that doubt and prove prudence.

20 JUDGE DIPPELL: Thank you, Mr. Pringle. For
21 those listening on the audio, my cat decided to get into
22 the actions. That is why Mr. Pringle was laughing, not
23 that his answer was that funny.

24 MR. PRINGLE: The cat had perfect timing.

25 JUDGE DIPPELL: Did not obey my instructions

1 not to participate today. Okay. So then let's go with
2 Public Counsel's opening statement.

3 MR. CLIZER: Thank you, Your Honor. Just
4 really quick can you check is my audio clear?

5 JUDGE DIPPELL: Your audio is good.

6 MR. CLIZER: All right. I'm going to attempt
7 to share my screen. Is my screen showing up?

8 JUDGE DIPPELL: Your screen is sharing as
9 well.

10 MR. CLIZER: All right. Then I'm going to go
11 ahead and start. So this is John Clizer for the Office
12 of the Public Counsel. I will be presenting our opening
13 statement.

14 First off, I just want to say anybody who's
15 reviewed the list of issues, the position statements for
16 this case or who has listened to the opening arguments,
17 you're probably familiar that there's seven official
18 issues sort of presented; but really, as I see it,
19 there's only two issues that this Commission needs to
20 focus on and address.

21 The six first issues, list of issues are
22 really just permutations of these two, and the last one
23 is, of course, the Sierra Club which has been resolved.
24 So the first issue that the Commission needs to address
25 is Evergy's imprudence in failing to call additional

1 demand response program events, and the second one is
2 the imprudence in developing its integrated resource
3 plan.

4 I'm going to walk through both these issues
5 starting with the demand response program. So the very
6 first thing that I want to make sure is clear is that
7 this is not the MEEIA case. Now, I loved Mr. Pringle,
8 the Staff Attorney's illusion to Dickens. It was very
9 nice. Unfortunately, I believe that he is wrong. And I
10 believe that Evergy is also wrong when they attempt to
11 drag the MEEIA into this case.

12 This is an FAC case and it needs to be
13 considered as an FAC case. To make very clear what the
14 OPC's position is, we are saying that Evergy failed to
15 reduce the FAC energy costs and SPP Schedule 11 fees
16 that flow through the FAC because it did not call
17 additional demand response program events. We are not
18 arguing for the prudence of the MEEIA program or whether
19 or not the MEEIA program was implemented prudently,
20 whether or not they achieved their MEEIA goals. The
21 question here is simply and solely could Evergy have
22 reduced energy costs for its consumers by using the
23 available tools, and the answer to that is yes and
24 that's why they're imprudent. But for the purposes of
25 this case you can assume first that demand response

1 programs were prudently designed and second that Evergy
2 prudently implemented those programs as necessary to
3 meet the MEEIA objectives. Even if you make both of
4 these assumptions, Evergy was still imprudent from an
5 FAC perspective when it did not use its tools to reduce
6 FAC costs.

7 Now, in order to explain more clearly the
8 OPC's position, I'm going to provide you with an
9 analogy. So I'm going to ask that you consider the
10 following. Imagine a man walks up to you and he hands
11 you a little black box with a red button on it, right,
12 and he tells you every time you press the button you get
13 \$100 U.S. American. There is no down side to you for
14 pressing this button, but you can only press it 15 times
15 in one year and then it will stop working for the rest
16 of that year and you have to wait another year.

17 The crucial question I have is given these
18 three facts, I want you to assume they're all true,
19 there's no trick here, no deception, if you assume all
20 three of these facts, how many times would you press
21 that button? The OPC's position is you press the button
22 15 times a year, the maximum amount of times you can
23 each year to maximize the money you receive.

24 Evergy, in essence, took a look at this issue
25 and said we're going to press it five times and then

1 stop, we don't care. That is imprudence. Now let's
2 walk through and kind of apply that analogy to the facts
3 to see exactly where we're coming from. The first thing
4 you need to understand every time, or pretty much every
5 time that energy is purchased by Evergy off the RTO, off
6 the regional transmission offices, it costs the Company
7 money. If the Company finds a way to reduce the amount
8 of energy it purchases, it reduces the cost it spends
9 buying money. This is a very, very simple concept.

10 Now, Evergy realizes this, which is why the
11 tariff sheets that specifically set out the thermostat
12 program and the curtailment programs, explicitly state
13 that those programs can be used for the purpose of
14 reducing costs. Now, you had the attorney for Evergy
15 earlier read out parts of the tariff, and I'm going to
16 do the same because I want to make sure it's very clear.
17 If you look at the tariffs, there's a section called
18 Need for Curtailment that says curtailments may be
19 requested for operational or economic reasons.

20 Now, the operational curtailment is spelled
21 out and that is the MEEIA. It's effectively to maintain
22 the Company's capacity margin requirement. That's the
23 goal of the MEEIA. But for economic reasons, the tariff
24 states economic reasons may include any occasion when
25 the marginal cost to produce or procure energy or the

1 price to sell the energy in a wholesale market is
2 greater than the customer's retail price.

3 So again, Evergy's tariffs specifically state
4 that these programs, these demand response programs, can
5 be used for the explicit purpose of reducing energy
6 costs, which is what the OPC wants the Company to use
7 them for. And again, a fairly obvious point, if you
8 reduce costs and you don't have to pay money, that is
9 effectively having free money. So that's that first
10 part of the analogy, pressing the button gets you \$100.
11 Calling demand response program when the cost of energy
12 is in the right situation produces a reduction in cost
13 equivalent of getting free money.

14 So let's move on to the second two points.
15 I'm going to cover them both on one slide. It's very
16 important for this Commission to understand that
17 Evergy's own witnesses state that these programs were
18 designed to allow for 10 to 15 events a year. Now, I
19 say 10 to 15, because it depends on the type of demand
20 response program. For the large industrial customers,
21 which is the curtailment program, it was 10 events. For
22 the commercial and residential customers, which are the
23 thermostat customers, it was 15 events a year. That is
24 what Evergy maintains these were allowed to do.

25 The OPC has taken the position that if the

1 programs were prudently designed there was no down side
2 to using them as designed. What this means quite simply
3 is if Evergy says that the programs were designed to
4 allow 15 events a year, there was no down side to Evergy
5 calling 15 events in a year. This is important because
6 the OPC is only asking that the program be used as
7 designed. I want to make this very clear because during
8 the opening of Evergy they insinuated that we're asking
9 for a change to the program; that we want events called
10 every day or 20 or more times a year. No, our position
11 is very simple. If you say you can call 15 events, call
12 15 events.

13 The last thing I want to bring up, and this is
14 a specific argument that you kind of heard Evergy make
15 today in opening, there's this idea that if we call more
16 events customers will be annoyed. To that I just want
17 to say these customers are being paid for this program.
18 They are receiving a free thermostat. They're receiving
19 what's basically cash money in order to be able to use
20 -- for Evergy to use these events. All the OPC is
21 asking is that Evergy use the tools it has already paid
22 customers for to the maximum amount that Evergy states
23 they can be used for.

24 Now, given all that, you might be asking
25 yourself if Evergy -- why, why doesn't Evergy call 15

1 events if it can? Why is Evergy acting imprudent? The
2 simple truth is there's just no benefit for Evergy to be
3 prudent with regard to the FAC on this issue. All
4 Evergy sees if it calls more events and reduces energy
5 costs is the 5 percent of those costs that it saves
6 which to Evergy just is not worth it. That 5 percent
7 isn't enough. Whereas the 95 percent that gets passed
8 along to customers, they don't care. That's not their
9 money. That's why this prudence review is so important,
10 because the only way that you can require Evergy to care
11 about these cost savings for their customers is if you
12 make it cost ineffective for Evergy to forego the effort
13 meaning the Commission needs to require Evergy to
14 attempt to get these cost savings or else pay what they
15 could have gotten themselves. That's what the prudence
16 review is here for.

17 So just to wrap up, the Commission gave Evergy
18 a tool. You approve these demand response programs. We
19 at the OPC, we're not questioning that as part of this
20 case. That's not the issue here. What we want is for
21 Evergy to use that tool, to use that tool as much as
22 Evergy claims it was designed to be used and to use it
23 in the manner that Evergy's own tariffs state it should
24 be used or could be used. Evergy has a tool that can
25 reduce energy costs. All that we're asking is that they

1 actually use it. In other words, we're asking Evergy to
2 employ what we consider minimal efforts to reduce the
3 FAC cost by calling the maximum number of events that
4 these programs were designed to allow.

5 Now, I want to say that conservative estimates
6 of the cost savings here is around \$700,000. I want to
7 be very clear when I say conservative estimates how
8 exactly I mean that. OPC witness Ms. Lena Mantle can go
9 into this in much more detail. It's addressed in her
10 direct and she can explain it more if you have questions
11 on the stand. But effectively when she calculated the
12 amount of money that could be saved, what she did is she
13 looked at the five hours of each of the four summer
14 months that had the highest energy cost, the highest
15 LMP, and she multiplied those five hours by the four
16 months to come up with 20 hours. Now, it's really
17 important that you understand when Evergy calls an
18 event, that event can last up to four hours. So it's
19 not one hour equals one event. That's not the case
20 here.

21 Instead, it's one event can be up to four
22 hours. And I'm not sure if she puts this in her
23 testimony, but Ms. Mantle explains that when she
24 calculated the 700,000, that was roughly nine additional
25 events which on top of the five that Evergy claimed for

1 2019 would be close to the 15 total events that Evergy
2 claims it could have called under its own program
3 design.

4 But if you take the four events that could be
5 called for each event and you multiply that by 15,
6 right, the total number of hours that could have been
7 called is 60 hours. They could have called 60 hours
8 worth of demand response events for the thermostat
9 program. It's actually 80 for the curtailment or large
10 customer program because you can curtail up to eight
11 hours per event. Our numbers are based on 20, not 60,
12 not 80. This is a small percentage of what the Company
13 could have saved if it had called more events.

14 All right. With that, I'm going to move on to
15 the second issue, the integrated resource plan. This is
16 going to be a whole lot shorter and simpler. Here's the
17 problem in brief. Evergy's 27 updates to its integrated
18 resource plan assumed the sale of excess capacity. I'll
19 be specific here, it's not on a slide, we're talking
20 about short-term capacity sales. It assumed that it was
21 going to make short-term capacity sales. But at the
22 time it made those assumptions, it knew that it wasn't
23 actually going to be able to make any such sales.
24 There's just no market for it.

25 When it's making assumptions based on things

1 that it can't achieve, that is unreasonable. And that's
2 why the OPC has a problem. The Company should not have
3 included sales that the Company knew or should have
4 known it wasn't going to make in its integrated resource
5 plan.

6 Now, you heard me discuss the IRP quite a lot,
7 which obviously raised an important question. I know
8 it's one that Chairman Silvey has alluded to. Why the
9 FAC? Why are we bringing those up here? There's two
10 reasons that we brought this up in this case. The first
11 is that there's just no real good way to believe the
12 inclusion of these unreasonable assumptions in the IRP
13 process. If you raise a concern in the IRP process
14 about the assumptions included, the response is going to
15 be it's about the process, it's not about the actual
16 plan being selected. As we see it, it's just not
17 capable or we're not capable of actually addressing our
18 concerns as part of the IRP.

19 The second issue is that the FAC, it creates a
20 perverse incentive for the Company to do this, to
21 include sales it knows it can't make. This is again
22 explained in the testimony of Ms. Mantle. I'm going to
23 take a stab at explaining it again here just so it's on
24 the record. Effectively if the Company had no FAC and
25 it included assumed sales in its IRP and it failed to

1 make those sales, the financial analysts and
2 stockholders who observed the Company would look at that
3 and they go you failed to meet your projections. That's
4 not a good thing. That would affect their stock
5 negatively. But because they have the FAC, they can
6 include these assumed sales as much as they want and it
7 doesn't actually affect their earnings even if they
8 don't make the sales because those sales, they're
9 already designed to flow through to customers, which is
10 why, again, Evergy just doesn't care. It includes these
11 sales knowing full well that they're not going to be
12 achieved and it's no skin off their nose to do so.

13 So what exactly is the OPC requesting? Well,
14 our initial and immediate request is to impute into the
15 FAC the sales Evergy said it would have made. I put
16 approximately 5 million. I believe I might have
17 transposed some numbers there. I apologize.
18 Regardless, just go with the numbers that are in our
19 position statement. Again, the initial position that we
20 had is impute into the FAC the sales Evergy assumed it
21 would make.

22 We have an alternative. And that alternative
23 has already been touched upon. We would like Evergy to
24 just simply correct in the future. It's going to say
25 that it's unlikely to make these sales. If it knows

1 that the market is such that these sales almost
2 certainly aren't going to occur, stop modeling them in
3 the IRP or at least include models that don't have these
4 sales in them.

5 The problem here is simply that looking
6 forward the OPC can see that Evergy's IRPs in the
7 future, the ones currently before the Commission, are
8 still including the sale of excess capacity in
9 increasing amounts. At the heart of the OPC's request,
10 we just want this corrected. And in its opening, Evergy
11 suggested that maybe if they had changed this for the
12 '20-21 IRP that would have resolved the issue. I have
13 to say yes, as far as the FAC is concerned, as far as
14 this case is concerned, if they would just correct
15 moving forward, I think this issue could be resolved.

16 So that, in essence, is my opening and I will
17 simply ask if there are any questions. I know there's a
18 few expected. I'll wait for them to be asked though.

19 JUDGE DIPPELL: Thank you, Mr. Clizer. I'm
20 going to ask the Chairman's questions for him because
21 his connection is a little tenuous. So you touched on
22 this a bit. So what issues -- What are the type of
23 issues that should be addressed in the FAC prudence case
24 versus the MEEIA prudence case?

25 MR. CLIZER: I'm not the attorney for the OPC

1 in the MEEIA prudence case so I can't speak to exactly
2 what issues have been raised there. As far as this case
3 is concerned, though, the OPC is asking for a cost
4 adjustment for energy costs that the Company could have
5 achieved, cost savings the Company could have achieved
6 had they called more events. Those energy costs would
7 -- or those cost savings I should say would have flowed
8 through the FAC and so they should be addressed in the
9 FAC. Now, I believe in the MEEIA case there's a host of
10 other issues. You have administrative costs that have
11 been brought up across multiple different issues, for
12 example, and you have other issues related to the
13 prudence and implementation of the MEEIA program.
14 Again, I said for the purpose of this case assume it's
15 implemented prudently, assume that it was prudent. In
16 the MEEIA case, probably not going to ask you to make
17 those same assumptions. Those are what the MEEIA case
18 needs to be focused on. But for this case right now is
19 simply this. Everyg had a tool they could have used to
20 reduce costs. It didn't use those tools. Not using
21 those tools or that tool was imprudence. And the cost
22 it could have saved should flow through the FAC, and
23 that issue needs to be dealt with here and now in the
24 FAC. Does that answer the question?

25 JUDGE DIPPELL: It does. Thank you. So what

1 is the standard that the Commission should apply for
2 determining the prudency costs included in an FAC?

3 MR. CLIZER: I believe the idea that a
4 reasonable standard has been approached, I feel like as
5 far as the prudency I believe it is a reasonableness
6 standard. It's a little bit difficult for me to answer
7 that just because I'm not entirely sure where exactly
8 you're coming from, if you're referring to the standard
9 or if you're referring to the burden.

10 JUDGE DIPPELL: Well, both. I want to know --
11 that's the follow up. Explain to me how that plays out.

12 MR. CLIZER: So the burden of proof in these
13 prudency cases is actually a truly fascinating question
14 for me from a legal perspective. I don't want to say
15 it's opened a can of worms, but it's got some very
16 interesting implications. Here's what I'm talking
17 about. Pure statutory black letter law, right, states,
18 here I'm quoting 393.150.2, second sentence. At any
19 hearing involving a rate sought to be increased, the
20 burden of proof to show that the increased rate or
21 proposed increased rate is just and reasonable shall be
22 upon the, and then it lists off all the various types of
23 corporations that can be gas, sewer, electric, et
24 cetera. So the black letter law clearly states that
25 when someone is attempting to increase a rate, the

1 burden of proof is on the person seeking the increase.

2 Now, that would easily apply in an FAC rate
3 change case, right? If Evergy or whenever Evergy comes
4 in and says we'd like to increase our FAC rate, that's
5 the burden that would obviously apply. Could the OPC
6 raise an argument regarding imprudence in an FAC rate
7 change case though under that burden? The policy and
8 procedure of the Commission has been effectively no. If
9 the OPC was attempting to raise an issue regarding
10 prudence in an FAC rate change case, the Commission's
11 general policy has been to say no, we will address that
12 in the prudence review. Well, okay. But does that mean
13 that the actual burden of proof shifts between the rate
14 case where it's clearly by law on the Company and the
15 prudence case? I would argue that you can't shift the
16 burden between these two cases because to do so would
17 effectively be to circumvent the black letter law. My
18 position is that a company always has the burden of
19 proving that its rates are just and reasonable. That is
20 the baseline at which we need to start, but it's not the
21 only consideration. We have a second step. The second
22 step is the presumption of prudence, which is an idea
23 created by the Commission and granted a certain degree
24 of approval by the courts of the state. There has been
25 some pushback, I feel like you're probably aware of

1 that, we don't need to get into it, which states that a
2 company's decisions are assumed prudent under certain
3 circumstances. Again, affiliated transaction is an
4 example of when that hasn't held true, but I don't want
5 to get too far into the weeds here.

6 Under the presumption of prudence, the Company
7 is again presumed prudent unless an opposing party can
8 demonstrate a serious instance of imprudence at which
9 case the burden shifts back to the Company to prove the
10 prudence of that decision. So as I see it, Evergy has
11 the burden of proving its rates are just and reasonable.
12 They might be able to rely on the presumption of
13 prudence. But if the OPC is successful in establishing
14 that some imprudence was likely, which is I believe
15 easily accomplished by demonstrating that they called
16 five events when they could have called 15, I don't have
17 15 fingers, then we've met our burden and it becomes the
18 Company's job to demonstrate why they didn't call the 15
19 events that they claim their program was designed to
20 allow. I hope that answers the question.

21 JUDGE DIPPELL: It does. Thank you. So how
22 detailed does the information need to be to show that
23 there was a harm to customers, and the follow up to that
24 is, is it enough to show fuel or purchased power costs
25 would likely have been less or does a specific amount of

1 harm have to be shown?

2 MR. CLIZER: You do not have to show a
3 specific amount of harm. That gets really to the idea
4 that it's always the Company's responsibility to show
5 the rates being charged are just and reasonable. That I
6 feel is what you have to take away from the black letter
7 statutory law, because otherwise you're just out in the
8 wilderness. If an opposing party can demonstrate that
9 the Company acted in a manner that was imprudent, that
10 is sufficient. At that point it becomes the Company's
11 job to demonstrate, to prove that its rates were
12 prudent, were just, were reasonable. So to answer the
13 question, it is simply enough to demonstrate the
14 imprudence has occurred rather than demonstrating an
15 exact amount.

16 JUDGE DIPPELL: And then the last --

17 MR. CLIZER: Was there a second question
18 there?

19 JUDGE DIPPELL: I think you touched on it. It
20 was two related questions.

21 MR. CLIZER: Okay.

22 JUDGE DIPPELL: So last question then is, is
23 there law, case law or regulations that identify how or
24 if the Commission can apply Evergy's integrated resource
25 plan to an FAC prudence review? I'm not hearing you,

1 Mr. Clizer. We've lost your audio. I'll give you just
2 a minute there. We're just pausing for Mr. Clizer to
3 figure out what's going on with his audio here.

4 MR. CLIZER: It would appear, I think, that
5 there might be a limit to how long that phone call can
6 last or else potentially the machine just failed me.
7 I'm not sure. But I'm back now.

8 JUDGE DIPPELL: Thank you.

9 MR. CLIZER: Can you please repeat your
10 question?

11 JUDGE DIPPELL: Yes. Is there case law or
12 other law, statutes, regulations that identify how or if
13 the Commission can apply Evergy's integrated resource
14 plan in an FAC prudence review?

15 MR. CLIZER: I am not aware as I'm sitting
16 right here whether or not there's specific evidence or
17 case law into that. That would be something I would
18 need to do more legal research on. I would however just
19 want to stress that at the end of the day the OPC's
20 position as to this issue is really simply that we want
21 the Company to do better or be better at making its IRP
22 process. If it says -- If its witnesses are stating now
23 that it's unlikely to make these short-term capacity
24 sales, then stop including short-term capacity sales in
25 its IRP or at a minimum include models that don't have

1 those sales. That is the heart of what we're really
2 asking for.

3 JUDGE DIPPELL: Okay. And to your knowledge,
4 the Commission hasn't considered this issue in the past
5 with the IRP?

6 MR. CLIZER: To my knowledge right now, no,
7 subject to additional legal research.

8 JUDGE DIPPELL: Okay. Thank you. Were there
9 other Commission questions for Mr. Clizer? Pause just a
10 second in case any of the other Commissioners need to
11 unmute. I believe that concludes the questions for you,
12 Mr. Clizer. Thank you very much.

13 MR. CLIZER: Thank you, Your Honor.

14 JUDGE DIPPELL: Okay. So I will just mention
15 I was hearing a bit of agreement there between Evergy's
16 statements of what they would do and Public Counsel's
17 statements of what they would accept. So I would
18 encourage you that if you can come to an agreement to
19 resolve that issue, you might think about going ahead
20 and making a formal agreement on that issue as well.
21 If you want the Commission to make a formal decision,
22 then that will be what happens.

23 Okay. So I said that I was going to address
24 your supplemental testimony motion or objection to
25 supplemental testimony that Evergy submitted, and we did

1 have this issue early on about how the testimony would
2 proceed and whether Evergy would have the opportunity to
3 submit another round of testimony, and the Commission
4 said no at that time. However, Mr. Luebbert did attach
5 a substantial amount of testimony to his surrebuttal
6 related to the MEEIA case. And I'm not even sure that a
7 majority of that testimony is even relevant in this
8 case. But I think that in the interest of fairness I'm
9 going to allow Evergy to submit its testimony in that
10 case as it has offered. So the motion -- the objection
11 is overruled and Evergy's motion is granted.

12 Now, with that, again, I'm going to say this
13 is an FAC case. This is not a MEEIA prudence review.
14 So we are not going to argue about the prudence of the
15 MEEIA program. We are going to argue and hear evidence
16 about how that demand response program affects FAC
17 costs. So I don't want you to think that because I'm
18 allowing that testimony in this is turning into a MEEIA
19 prudence review case, because that is not the situation.

20 Are there any other pending motions or
21 questions before we begin with witness testimony?

22 MR. STEINER: Judge, this is Roger Steiner.
23 Just kind of, I believe there is agreement on the IRP
24 issue. The Company has stated that in its future IRP it
25 will make a run with capacity costs and without. If

1 that satisfies OPC, and it sounds like it will, I don't
2 really think we would need the Witness Messamore to get
3 on the stand and we can go on the record and say that
4 resolves the issue.

5 JUDGE DIPPELL: Mr. Clizer, do you need more
6 time to discuss that off the record with your client?

7 MR. CLIZER: First of all, I would need to run
8 this by my boss as a matter of -- as a practical matter.
9 It's just I don't have the authority to make any
10 decision on my own on this. I would need that to start
11 with. Second of all, I do believe that a resolution
12 could be reached, but I want to make clear that we are
13 talking about resolution of this issue for this case.
14 There are potentially issues related to this, similar to
15 this, or I'm sure some would argue identical to this
16 raised in the MEEIA and we are not settling those issues
17 in the MEEIA. As I believe Staff mentioned in his
18 opening, there might be certain administrative costs
19 that could be disallowed in the MEEIA case for similar
20 reasons. As far as this case goes, I do believe a
21 settlement could be reached. I would prefer, if
22 possible, that that be reached in some kind of formal
23 writing. And while I know this would be of
24 inconvenience to many people who have shown up for this,
25 I personally would be okay with suspending the hearing

1 at least temporarily to address that or taking some
2 similar precautions to try and reach a resolution in
3 writing that we can get before the Commission as soon as
4 possible.

5 JUDGE DIPPELL: How much time?

6 MR. STEINER: That's fine, Judge. We could
7 take a short break after lunch or we could postpone Ms.
8 Messamore's testimony while we're trying to work this
9 part out.

10 JUDGE DIPPELL: Okay. And does that only
11 affect her testimony?

12 MR. STEINER: I believe so, yes.

13 JUDGE DIPPELL: Okay. Well, in that case
14 let's proceed then with Mr. Carlson's testimony and
15 proceed down that line. And when we get ready to take a
16 break for lunch, perhaps we can take an extra long break
17 at that point to let you all have further discussions on
18 that measure.

19 MR. FISCHER: Judge, I do think that John
20 Carlson's testimony does address the capacity sales
21 issue to some extent. I'm not sure if there's anything
22 beyond that that Public Counsel or Staff would want to
23 talk to him about.

24 JUDGE DIPPELL: That's true. Mr. Clizer, I
25 can't hear you.

1 MR. CLIZER: I know. I was checking with my
2 witness on something. I apologize for the coughing. I
3 have no objection to introducing Mr. Carlson's
4 testimony. I mean, if a resolution can't be reached for
5 whatever reason, and I'm going to butcher her name,
6 needs to speak, it will already be on the record. Ms.
7 Mantle's testimony is going to include both issues
8 obviously. So I'm perfectly fine with having the
9 testimony submitted under the due course here because I
10 believe Mr. Carlson speaks as to both issues.

11 JUDGE DIPPELL: Okay. Is it possible to begin
12 Mr. Carlson's testimony and save the capacity issue
13 questions for last or is that not going to work with
14 your cross-examination?

15 MR. CLIZER: Unless Staff has specific cross
16 for Mr. Carlson, I don't think it will be a problem on
17 this issue.

18 MR. PRINGLE: And Staff has no cross for
19 Mr. Carlson.

20 JUDGE DIPPELL: Okay. Well, in that case I
21 want to go ahead then and proceed and at least get
22 Mr. Carlson set up and on the record, and maybe we will
23 take an earlier lunch instead of going for a couple of
24 hours and breaking. So let's go ahead and get
25 Mr. Carlson sworn in and get his testimony entered and

1 that kind of preliminary stuff. Mr. Carlson, there he
2 is. I see him on the line. Is your audio working okay,
3 Mr. Carlson? Can you speak for me, say hello?

4 THE WITNESS: Yes. Can you hear me?

5 JUDGE DIPPELL: Yes, I can. Thank you. I
6 called Mr. Carlson but he was first on our witness list.
7 I assume that that's the first witness Everygy would like
8 to call.

9 MR. FISCHER: Yes, Judge. Everygy would like
10 to call John Carlson to the stand.

11 JUDGE DIPPELL: Mr. Carlson, would you please
12 raise your right hand.

13 (Witness sworn.)

14 JUDGE DIPPELL: Thank you. If you could go
15 ahead then, Mr. Fischer.

16 MR. FISCHER: Yes.

17 JOHN CARLSON,

18 called as a witness on behalf of Everygy, being sworn,
19 testified as follows:

20 DIRECT EXAMINATION BY MR. FISCHER:

21 Q. Mr. Carlson, would you state your name and
22 your business address, who you're employed by and in
23 what capacity?

24 A. My name is John Carlson. I'm employed by
25 Everygy, Inc. I work out of 1200 Main Street in Kansas

1 City, Missouri, and my title is Senior Manager of
2 Missouri Operations.

3 Q. Mr. Carlson, did you cause to be filed in this
4 proceeding three pieces of testimony which have been
5 marked Exhibit No. 1, your direct testimony, Exhibit No.
6 2, your confidential rebuttal testimony, and Exhibit 3,
7 your public version of your rebuttal testimony?

8 A. Yes, I did.

9 Q. Did you have any changes or corrections that
10 you need to make to any of those testimonies?

11 A. No, I do not.

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

15 A. Yes, they would.

16 Q. Are they true and accurate, to the best of
17 your knowledge and belief?

18 A. Yes, they are.

19 MR. FISCHER: Judge, with that I would move
20 for the admission of Exhibits 1, 2 and 3 and tender the
21 witness for cross-examination.

22 JUDGE DIPPELL: Would there be any objection
23 to Exhibits 1, 2C and 3?

24 MR. PRINGLE: None from Staff, Judge.

25 JUDGE DIPPELL: Thank you. Okay. I will

1 admit those exhibits.

2 (EVERGY'S EXHIBITS 1, 2C AND 3 WERE RECEIVED
3 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

4 JUDGE DIPPELL: All right. On our order of
5 cross-examination, we have cross-examination by Staff.

6 MR. PRINGLE: Staff has no questions for
7 Mr. Carlson, Judge. Thank you.

8 JUDGE DIPPELL: Okay. Is there
9 cross-examination by Public Counsel?

10 MR. CLIZER: No. Thank you, Your Honor.

11 JUDGE DIPPELL: Very good then. All right. I
12 do believe that there are some Commission questions.
13 Are there questions by the Commission? If you're able
14 -- I have some questions that the Commissioners had
15 given to me earlier in case there were issues; but if
16 any of the Commissioners want to ask questions, go ahead
17 and speak up. Otherwise, I'll go forward with some of
18 the questions I have. I'll try to parse out what might
19 have to do with the capacity contracts.

20 QUESTIONS BY JUDGE DIPPELL:

21 Q. Mr. Carlson, you spoke about the Schedule 11
22 fees; is that correct --

23 A. Yes, I did.

24 Q. -- in your testimony. Can you just give us a
25 base explanation of what Schedule 11 is, where it's

1 found and that kind of information?

2 A. Yes. So this is a SPP transmission fee that's
3 applied to the transmission customer side of the
4 business. So in particular the way Schedule 11 works
5 is, and I'm speaking broadly here, there are a large set
6 of transmission upgrades that are occurring within the
7 SPP transmission footprint and those fees are allocated
8 to customers, transmission customers, at different
9 voltage levels of service. So in particular at the
10 higher voltage levels of service for these transmission
11 upgrades, those costs get allocated on a load ratio
12 share basis to transmission customers. I think I used
13 the example in my testimony if you have load of, say,
14 100 megawatts and the overall SPP system load is a
15 thousand megawatts, something to that effect, your load
16 ratio share would be 10 percent. And in that case you
17 would have 10 percent of the expenses for those large
18 regional projects and those upgrades allocated to your
19 company. This occurs for all transmission customers in
20 the SPP footprint, and those Schedule 11 fees are
21 updated as transmission owners update their revenue
22 requirements for upgrades that they performed. As new
23 projects come into the queue, SPP has a steady process
24 to determine which longer term large infrastructure
25 projects they're going to invest in as a transmission

1 entity and those get allocated as those projects are
2 completed. So that Schedule 11 number that is then
3 allocated to all the transmission customers adjusts over
4 time.

5 Q. Okay. But on a more basic level, when you say
6 "Schedule 11," you're referring to a schedule of an SPP
7 tariff, operating tariff?

8 A. That's right. It is part of the SPP open
9 access transmission tariff. So the schedules are
10 listed. Schedule 11 is one. There are multiple
11 Schedules 1 through maybe 11. I don't recall if there's
12 one -- there might be a Schedule 12 as well that has to
13 deal with other issues. Yes, those are all part of
14 SPP's tariff.

15 Q. And that if the Commission needed to refer
16 specifically to that document, where would the
17 Commission find that?

18 A. So you can find that on SPP's website. I
19 believe if you go to their home page, if I'm not
20 mistaken, it's under it might be a customer information
21 or market information header at the top of their page
22 and you can scroll down and you'll see SPP tariff there.

23 Q. And how does SPP determine Everygy's load share
24 percentage?

25 A. So the SPP looks at the average of the 12

1 monthly peaks throughout the year for the SPP system as
2 a whole and for each transmission customer within the
3 system. So in our case the calculation is done looking
4 at all 12 monthly peaks. The average of those monthly
5 peaks is our average annual number megawatts of a peak.
6 You divide that by SPP's overall average 12 monthly peak
7 value and that is our particular load ratio share.

8 Q. And does that -- go ahead.

9 A. My apologies. That's done at each Company's
10 level. So we have a load ratio share for Evergy Metro,
11 we have a load ratio share for Evergy Missouri West.

12 Q. And does that load ratio share stay the same
13 for the entire year, the entire summer, or does it
14 change by month?

15 A. So it changes on an annual basis. SPP
16 calculates the load ratio share. So I'll use 2021 as an
17 example. The load ratio share applied to Evergy
18 Missouri, Missouri West and Evergy Metro for 2021 would
19 be the calculation using 2020 peak load data. So they
20 use an historical lookback one year to determine what
21 the load ratio share will be for the upcoming year.

22 Q. Do you know what Evergy West and Evergy
23 Metro's load ratio share were in 2018 and 2019 during
24 this period?

25 A. So I am speaking off the cuff. I don't recall

1 the exact numbers. But if I recall correctly, somewhere
2 in the neighborhood of maybe 4 percent for Missouri West
3 and around 7 percent maybe for Metro.

4 Q. And you think that was about the same for both
5 years?

6 A. I believe so. There's some slight variance,
7 but I believe that's in the ballpark.

8 Q. Do you have access to that information? Can
9 you verify that?

10 A. Yes, we can.

11 Q. Later?

12 A. I can try and look it up now if you want to
13 wait or we can follow up.

14 Q. You can follow up just if you can get back to
15 me before we adjourn the hearing.

16 A. Yes, Your Honor.

17 Q. Does Evergy have an integrated strategy to
18 managing its demand response program with its FAC?

19 A. I guess I probably can't speak to that. I
20 haven't been a part of any. I'm sorry. Are you still
21 there?

22 Q. Yes. I don't know if it's my connection or
23 yours.

24 A. Okay. So I was saying I'm not sure I could
25 speak to that. I haven't myself been involved in any

1 direct discussions relaying these activities to the FAC.

2 Q. Okay. On a day-to-day basis, how does the
3 demand response team that issues curtailment events
4 interact with the team purchasing power from SPP? Do
5 you know?

6 A. I do know that. So in the summer months, we
7 get together. We have -- At least our plan for last
8 year was we had a standing weekly meeting that would
9 usually occur on a Monday morning. In that meeting, we
10 would discuss what the weather looked like, if we had an
11 indication of load profiles potentially, if we had an
12 understanding of where we thought the power markets
13 might be vis-a-vis these programs, did we think there
14 might be a system peak coming up this month or an annual
15 peak coming up. So these discussions would happen on a
16 Monday. If we thought at that time that there was
17 potential for a program event to be called, if we had a
18 strong sense one way or the other we would typically
19 make that decision at that time, but more likely there
20 would be a follow-up meeting closer to a potential
21 event.

22 So let's say, for example, on a Monday we
23 looked at weather and maybe potential peaks we saw that
24 Thursday might be an opportunity. Typically what we
25 would do is follow up on a Wednesday with another call,

1 has anything changed, do we still think that that's a
2 good time to call an event and try and reduce our peaks.
3 So that's sort of the process we went through last year.

4 I will say it's sort of a continually evolving
5 process. We're looking at ways to improve, you know, do
6 we meet more frequently. These types of discussions are
7 ongoing. That's how we handled it last year.

8 Q. Okay. And you touched on this a little; but
9 just to make sure, explain the process under which
10 decisions are made to issue curtailment events. What is
11 the SPP's purchasing team's role in the activity, if
12 any?

13 A. So my group's particular role would be we
14 would help pull in weather forecasts, we have a weather
15 forecasting system. We would to the extent possible
16 look out and make some determination, potential
17 determination of where we thought load might be and look
18 at that data relative to peak data and then meet up with
19 our demand response team led by Brian File and then they
20 would have other inputs. My group's main input would be
21 what are the markets looking like, what does the weather
22 data show us, and then we get together with the team and
23 discuss from their perspective as well.

24 Q. If the Commission does agree with Public
25 Counsel that Evergy should have used the DR programs to

1 maximum amount of their design capability, does Evergy
2 agree with the method and calculations used by OPC's
3 witness to calculate the value of the imprudence and if
4 not, how does Evergy -- what's Evergy's proposed
5 calculation if the Commission finds that that was
6 imprudent?

7 A. So we don't agree with the calculation that
8 OPC has put forward. In particular, with the day-ahead
9 LMPs projection of potential energy savings, I think
10 that from a market perspective is full of potential
11 risk. What the argument is, is that we would decide on
12 a day-ahead basis that there are potential high energy
13 prices the next day and that we were effectively
14 guessing that those are the prices. So I think I used
15 this example in my testimony, my written testimony. We
16 would have to decide by 9:30 on Monday that Tuesday at
17 2:00, 3:00, 4:00, whatever the time is, that there would
18 be high energy prices. And while there may be some
19 benefit sometimes, the SPP market is so fraught with
20 other issues that come up that impact those prices we
21 don't have insight to things like transmission, failures
22 on the system, generation coming off line randomly to
23 include hours. That happens. These are large units
24 with lots of equipment that things can go wrong. You
25 get all kinds of wind impacts. In particular from Iowa

1 we get all kinds of impacts from Iowa coming down on our
2 system that impact prices at various times and we may
3 not know about it. There are other transmission type
4 issues that can come up that as a marketing function
5 employee I am not privy to that information on a
6 day-ahead basis. So I would say those are -- that type
7 of analysis has all kinds of potential downfalls. Did
8 we come up with an alternative way to handle this? I
9 don't think I did in my testimony per se. You know, I
10 think the way we've kind of perceived or portrayed this
11 opportunity is that these are incremental benefits
12 aligned with reducing peaks. So we may reduce the peak,
13 which is our key objective in the MEEIA programs, and
14 Company Witness File will discuss that. These are
15 benefits that are sort of extraneous to that. These are
16 the other benefits, if you will.

17 The main benefit that we've been trying to do
18 with these programs is reduce our peak. If we get these
19 alternative benefits, that's great. We wouldn't not
20 welcome those. But that's not what's driving the
21 programs. So I don't know that we've actually looked at
22 what would be the potential from an energy savings
23 perspective going forward.

24 Q. But how would the Commission figure that out?
25 What would the Commission need to calculate in order to

1 determine if you don't agree with how Public Counsel
2 calculated it?

3 A. I guess one way to do that would be to look at
4 those times when we actually called a peak event, the
5 events that we did call over the time period of the FAC,
6 and look at the potential energy savings associated with
7 the LMPs during the times of those events. That might
8 be a way to determine some value. Outside of that, I
9 guess you could look at maybe the average LMP -- So LMP,
10 let me take a step back for those that may not know.
11 That's locational marginal price. Each node in the SPP
12 footprint has a locational marginal price associated
13 with it. Perhaps you look at an average LMP over a
14 certain period of time, a week, a month, and determine
15 were there times when those events -- when an event
16 should have been called given high prices. But again,
17 this is sort of cherry picking and looking back in
18 arrears and picking those hours. Picking one hour or
19 two hours here or there looks good I think looking at
20 the data after the fact; but when you're sitting and
21 trying to determine on a day-ahead basis which hours,
22 those one or two-hour picks, that's hard to do given the
23 complexity of the market. So maybe the Commission looks
24 at more of an average over a certain time period instead
25 of one or two hours that are high over a time period, if

1 you will.

2 Q. Okay. So if Evergy had made those additional
3 curtailment calls, how would that have affected the
4 Schedule 11 charges?

5 A. So that would depend on if those calls were
6 made at the exact hour of the peak for that month. So
7 again, the way the Schedule 11 fees is calculated is
8 based on your load ratio share which is the average of
9 your 12 monthly peaks. So we would have to know the
10 exact hour and day let's say in June when the monthly
11 peak occurred and we would have had to call the event on
12 that particular -- at that particular time or over that
13 particular time if it were a four-hour event. Then it
14 could reduce the system peak for that month and then
15 that would again reduce your average 12 monthly peaks
16 because that particular month was reduced as well.
17 That's how you would capture or could capture. Again,
18 if you could figure out the exact hour and day of that
19 peak, that's how you would capture that value.

20 Q. And do you have that information that you
21 would need to know? I'm sorry. Do you have the
22 information needed to know what load shifts would have
23 been required in order to impact the load share
24 calculation?

25 A. So I'm not sure I follow the question. I'll

1 try and answer it. If I don't, please let me know.
2 After the fact, of course, we would know what time
3 periods or when that peak occurred. When you are making
4 those decisions to call an event, we have an idea, we
5 have a fairly good idea. I say fairly good. Usually
6 July, late July, early August is when our system peak
7 occurs. I say typically. So that time period we have
8 an idea. Now, do we know the exact day or hour, no. We
9 have a stronger sense, if you will, of when a system
10 peak would occur. Now, the monthly peaks are totally
11 different. In particular, June and September when
12 you've got changing seasons from spring into summer in
13 June and summer into fall in September, the monthly
14 peaks could be anywhere in the month. So that trying to
15 determine the exact hour and day in those months when a
16 peak occurs is increasingly difficult relative to having
17 an understanding of when the system peak typically
18 occurs, which is that July, August time frame. Does
19 that answer your question?

20 Q. I think it does. Thank you.

21 A. Okay.

22 JUDGE DIPPELL: Hold on just a second. I had
23 a follow up.

24 BY JUDGE DIPPELL:

25 Q. So would it be accurate to say that the more

1 events Everygy calls the more likely it would be to hit
2 the system peak for that month and save SPP fees?

3 A. If you're just looking at number of events,
4 yes. I mean, if we called more events, we would have a
5 higher likelihood. That doesn't mean we'd be likely to,
6 but we would have a higher likelihood of us hitting a
7 peak, yes.

8 Q. And what information is provided to the
9 residential and commercial customers as to the details
10 or the parameters of the applicable demand response
11 program prior to them signing up to participate?

12 A. I think that question is probably better asked
13 and answered by Mr. File --

14 Q. Okay.

15 A. -- as he works directly with the demand
16 response programs.

17 JUDGE DIPPELL: Okay. Just checking then to
18 see if I had any other follow ups. I think you've
19 answered my questions. Are there any other Commission
20 questions from any of the Commissioners who are able?
21 I'm not hearing anything. Are there follow up questions
22 based on the questions that I asked? Are there further
23 cross-examination questions from Staff?

24 MR. PRINGLE: Yes, Judge.

25 CROSS-EXAMINATION BY MR. PRINGLE:

1 Q. Mr. Carlson, is Evergy currently attempting to
2 forecast monthly peaks?

3 A. My group in particular we're not looking to
4 forecast monthly peaks. We forecast to the best we can
5 our load. I wouldn't say we're doing that for
6 forecasting monthly peaks. My group has to submit in
7 the daily market our load -- our offer and our
8 generation we bid on our load on a daily basis. We do
9 forecast load, but we're not doing it necessarily with
10 an eye towards monthly peak, if you will.

11 Q. So for now it's just fair to say that's a no,
12 you aren't forecasting monthly peaks?

13 A. Well, my group. Now, when we get together
14 with the demand response group, we're looking at each
15 month's or each week's load projection and comparing
16 that relative to monthly peaks and/or seasonal peak.
17 From my group on a daily basis, no, we're not looking at
18 it from a monthly peak perspective.

19 MR. PRINGLE: Thank you, sir. Nothing
20 further, Judge.

21 JUDGE DIPPELL: Is there further
22 cross-examination from Public Counsel based on my
23 questions?

24 MR. CLIZER: Yes.

25 CROSS-EXAMINATION BY MR. CLIZER:

1 Q. Good afternoon. Yes, it is now afternoon.
2 Good afternoon, Mr. Carlson. You had kind of discussed
3 some of the factors that you look at when you meet with
4 the demand response group kind of to discuss the peak.
5 For example, you discussed looking at the weather. Do
6 you ever review the day-ahead market prices for SPP?

7 A. We look at -- The only prices we look at are
8 projected prices that we get out of a particular model
9 that's run by our analytics group for the next week. So
10 those are -- I believe those are realtime prices, but I
11 have to verify that. I don't recall off the top of my
12 head.

13 Q. You don't know whether you examined the SPP
14 day-ahead market?

15 A. No, my group examines the SPP day-ahead market
16 for sure; but relative to the demand response programs,
17 I don't recall if the pricing data we look at is the
18 realtime price for the day in question or if it's the
19 day-ahead price. I'd have to follow up on that. I just
20 don't recall off the top of my head.

21 Q. I'm not sure if this is a question for you or
22 Mr. File. Does that day-ahead market price that you
23 look at factor into the decisions for when a demand
24 response or a curtailment event is called?

25 A. I believe it does, but I'll also let Mr. File

1 speak to that as well.

2 MR. CLIZER: I have no further questions.

3 Thank you.

4 JUDGE DIPPELL: Okay. And I apologize, but as
5 I was reviewing my questions, I found one more that I
6 forgot to ask.

7 FURTHER QUESTIONS BY JUDGE DIPPELL:

8 Q. Mr. Carlson, that has to do with page 22 of
9 your rebuttal testimony.

10 A. If you don't mind, I'm going to get on my
11 computer here and pull that up as well. Okay. I have
12 that up.

13 Q. Okay. So you state there or you indicate that
14 Ms. Mantle for OPC that her SPP Schedule 11 adjustments
15 need to be based on the correct years. Can you just
16 explain that?

17 A. Yes. So I believe in the analysis that Ms.
18 Mantle used, if I'm not mistaken, it was some analysis
19 that was pulled from a MEEIA proceeding and Staff
20 Witness Luebbert in that proceeding, and in that
21 proceeding Mr. Luebbert used an incorrect year. So
22 instead of using data that would have applied to this
23 proceeding '17-18, I'm sorry, '18-19, the data he used
24 was from 2017 to 2018. No, I'm sorry. Let me rephrase
25 that. I believe it was he used data from '20 -- it

1 would have been applied to 2019 and '20. When you
2 adjust it for the correct years, then that's this
3 correction that I have made here.

4 JUDGE DIPPELL: Okay. Is there anything
5 further from Staff based on that question?

6 MR. PRINGLE: Nothing from Staff, Judge.
7 Thank you.

8 JUDGE DIPPELL: Is there anything further from
9 Public Counsel?

10 MR. CLIZER: Briefly.

11 FURTHER CROSS-EXAMINATION BY MR. CLIZER:

12 Q. Mr. Carlson, did you review the surrebuttal
13 testimony of Ms. Mantle?

14 A. I did.

15 Q. Do you have a copy in front of you? Do you
16 have a copy of it readily available?

17 A. If you give me a second, I can find it. I've
18 got a copy here. I have it.

19 Q. On page 2 of the surrebuttal testimony, I
20 direct you to lines 13 and 14. I don't need you to read
21 them out loud. Can you just verify for me that in her
22 surrebuttal testimony Ms. Mantle actually included your
23 updates, your corrections regarding the SPP Schedule 11
24 fees as part of her recommendation?

25 A. Yes, that appears to be correct.

1 MR. CLIZER: That was all. Thank you very
2 much.

3 JUDGE DIPPELL: Thank you. Is there redirect
4 from Evergy? I'm sorry, Mr. Fischer, I muted you
5 earlier. If you can go ahead and try to unmute.

6 MR. FISCHER: Okay now. Can you hear me now?

7 JUDGE DIPPELL: Yes, thank you.

8 MR. FISCHER: Very good.

9 REDIRECT EXAMINATION BY MR. FISCHER:

10 Q. Mr. Carlson, you were asked some questions
11 regarding your role in I guess the demand response
12 curtailment process when you get together on a Monday
13 morning to talk about it. Do you recall those
14 questions?

15 A. Yes, I do.

16 Q. When you do that on a Monday morning, is that
17 typically in the summertime when you're looking at peak
18 times and what the weather is going to be in the summer?

19 A. Yes, it is.

20 Q. What is your goal when you sit down to? What
21 are you trying to do by looking at those factors and
22 deciding whether to do a demand response event?

23 A. Our goal is to attempt to reduce our system
24 annual peak primarily. Last year we started looking at,
25 you know, is there benefit in maybe reducing the monthly

1 peaks as well, but it's all been the system peak during
2 those summer seasons which is when our system peak
3 occurs.

4 Q. Do you typically do that in non-summer
5 seasons?

6 A. When you say "do that," do you mean get
7 together and discuss --

8 Q. Yes.

9 A. -- these programs? No, we do not.

10 Q. Why wouldn't you do that in non-summer
11 periods?

12 A. Well, so right now both Evergy Metro and
13 Evergy Missouri West are summer peaking utilities
14 meaning we set our system peak in the summertime. So
15 for the purposes of this program and also because the
16 program has limits in terms of when you can call events
17 in those four months, those four summer months, that's
18 when we call events, or excuse me, that's when we get
19 together to review.

20 Q. If you were to use the demand response
21 programs to try to maximize reductions in SPP fees,
22 would you need to meet in non-summer months?

23 A. If you wanted to have a broad potential impact
24 on SPP fees, in particular Schedule 11 fees, you know,
25 again, that load ratio share calculation associated with

1 those fees is a 12-month average peak number. So if you
2 wanted the largest benefit, you'd have to meet outside
3 of those four summer months for sure. For purposes of
4 this, though, you could still if you were able to hit
5 that peak, if we were able to pick that time, that hour,
6 that day, that peak occurred in the summer months you
7 could still have some benefit relative to the Schedule
8 11 fees.

9 Q. You mentioned I think in answer to Judge
10 Dippell you discussed how difficult it is to project or
11 to hit the monthly peaks, especially in off summer or
12 during off peak periods; is that right?

13 A. Right. In particular, the June, even some in
14 July and September, it's not easy to pick a peak anyway.
15 We try to do that with these programs. It's not easy to
16 hit the actual annual peak, but the monthly peaks, in
17 particular, if you will, the shoulder summer month
18 seasons, that June and September are even more
19 difficult, yes.

20 Q. And would you elaborate on why that's
21 difficult to hit those peaks especially in the off peak
22 periods?

23 A. Well, you know, at the risk of stating the
24 obvious, you don't have the heat that's built up in the
25 system like you do in the late July and August. So

1 typically weather and temperatures are a large factor
2 driving up load. As the seasons change, you might have
3 some days when in June you'll have a 90 -- we've had 90,
4 90 plus degree days in early June. We've had, my guess,
5 I don't have this data at the top of my head, but my
6 guess is you've had 50, 50 degree days as highs in June.
7 And they can waffle back and forth. So trying to pick
8 the exact hour and day when that peak is going to occur
9 is hard to do. The same thing applies to the back end
10 in September when the flip side is occurring. You've
11 got some winter days coming in. You've still got some
12 of those hot days from summer. Trying to pick that
13 exact hour can be really difficult.

14 Q. Of course, you can do that on a hindsight
15 basis I believe you indicated to the Judge, right?

16 A. Yes. That's much easier on a hindsight basis,
17 yes.

18 Q. But that's not the standard, as you
19 understand; it's reasonableness at the time the decision
20 is made, right?

21 A. That's correct.

22 MR. FISCHER: I think that's all the questions
23 I have. Thank you, Judge.

24 JUDGE DIPPELL: Okay. Thank you very much. I
25 appreciate that. Okay. So that brings us then to Ms.

1 Messamore. And I think that we'll go ahead then and
2 break for lunch, I know we haven't been going that long,
3 and let you all discuss the possibility of knocking out
4 one of our two biggest issues here. How much time do
5 you think you might need?

6 MR. STEINER: Maybe until --

7 JUDGE DIPPELL: I'm sorry. Is that
8 Mr. Steiner? You're cutting out.

9 MR. STEINER: This is Mr. Steiner, yes. Let
10 me get my video going.

11 JUDGE DIPPELL: Go ahead. You're fine.

12 MR. STEINER: Maybe until 2:00, Judge.

13 JUDGE DIPPELL: Does that sound reasonable,
14 Mr. Clizer?

15 MR. CLIZER: Yes.

16 JUDGE DIPPELL: Okay. Well, in that case
17 let's go ahead and take a lunch break until 2:00 and we
18 can return here. Again, this video will stay open. You
19 can leave and come back or you can just mute yourselves,
20 but I would suggest you have your conversations offline
21 in case it should be broadcast. All right. Let's go
22 ahead then and go off the record. Thank you.

23 (Off the record.)

24 JUDGE DIPPELL: Let's go ahead and go back on
25 the record. So we've returned from our lunch/settlement

1 negotiation break, and I want to congratulate the
2 parties on putting together a Stipulation and Agreement
3 and getting that filed and signed, sealed and delivered
4 all over the course of our lunch break. I hope you also
5 got some lunch. So the agreement like the one before it
6 does title itself as unanimous, but, of course, we do
7 have all of those inactive parties in this case. So
8 it's actually only non-unanimous unless nobody objects.
9 But I appreciate that. And I think it's safe to go
10 forward with assuming that there will be no objection to
11 that. So that does away with the IRP issue or actually
12 -- Go ahead.

13 MR. STEINER: Thanks, Your Honor. I think it
14 would be issues one, two and three would go away.

15 JUDGE DIPPELL: Right. That's as they were
16 listed on the issues list filed in the case.

17 MR. STEINER: Correct.

18 JUDGE DIPPELL: Very good. All right. So
19 does that take care of then anything to do with Ms.
20 Messamore's testimony?

21 MR. STEINER: Yes, other than I'd like to
22 offer it for admission.

23 JUDGE DIPPELL: Okay. And we have marked that
24 as Exhibit No. 5.

25 MR. STEINER: Correct.

1 JUDGE DIPPELL: Would there be any objection
2 to Exhibit No. 5? Seeing none. I'll go ahead and enter
3 that into the record.

4 (EVERGY'S EXHIBIT 5 WAS RECEIVED INTO EVIDENCE
5 AND MADE A PART OF THIS RECORD.)

6 JUDGE DIPPELL: All right. Then I think we're
7 ready then for your next witness. Would you like to go
8 ahead and call your next witness?

9 MR. HARDEN: Thank you, Your Honor. This is
10 Joshua Harden for the Company. We would like to call to
11 the stand Brian File, please.

12 JUDGE DIPPELL: I'm looking. Mr. File, are
13 you -- oh, there you are.

14 THE WITNESS: I'm here.

15 JUDGE DIPPELL: I can hear you.

16 COMMISSIONER HOLSMAN: Holsman is on.

17 JUDGE DIPPELL: Welcome, Commissioner Holsman.
18 We are just getting ready to swear in Mr. File. If you
19 could please raise your right hand.

20 (Witness sworn.)

21 JUDGE DIPPELL: Okay. Go ahead with your
22 preliminary matters then.

23 MR. HARDEN: Great. Thank you, Your Honor.

24 BRIAN FILE,
25 called as a witness on behalf of Evergy, being sworn,

1 testified as follows:

2 DIRECT EXAMINATION BY MR. HARDEN:

3 Q. Will you state your name for the record,
4 please?

5 A. Brian A. File.

6 Q. And Mr. File, for whom do you work?

7 A. I work for Evergy, Incorporated.

8 Q. What is your job title and position?

9 A. My title is Director of Demand-Side Management
10 at Evergy.

11 Q. Are you the same Brian File that caused to be
12 filed what is marked as Exhibit No. 4, your rebuttal
13 testimony in this case?

14 A. I am.

15 JUDGE DIPPELL: Hang on just a minute. Mr.
16 Harden, are you and Mr. File in the same room?

17 MR. HARDEN: Yes, we are.

18 JUDGE DIPPELL: Okay. We're getting a little
19 bit of feedback. So you're going to have to juggle the
20 mute buttons or --

21 MR. HARDEN: Can I see if my headphones make a
22 difference?

23 MR. FISCHER: Brian, I think our headphones,
24 if you take those out, that helped last time.

25 THE WITNESS: So me take my headphones out?

1 MR. FISCHER: Try that.

2 MR. HARDEN: Can I be heard?

3 JUDGE DIPPELL: We can hear you fine,
4 Mr. Harden. What about you, Mr. File?

5 MR. FILE: I'm here. Can you hear me?

6 JUDGE DIPPELL: You sound better too. Go
7 ahead then. Sorry about that.

8 MR. HARDEN: Thank you.

9 BY MR. HARDEN:

10 Q. Are you the same Mr. File who caused to be
11 filed in this case rebuttal testimony marked as Exhibit
12 4?

13 A. I am that Brian File.

14 Q. The same person who also caused to be filed
15 what's marked as Exhibit 8, your rebuttal testimony from
16 Case No. EO-2020-0227 and 0228?

17 A. Yes.

18 Q. As well as your sur-surrebuttal testimony in
19 the same case EO-2020-0227 and 0228?

20 A. Yes.

21 Q. Do you have any corrections or additions to
22 any of those pieces of testimony today?

23 A. No.

24 MR. HARDEN: Your Honor, with that I would
25 offer what has been marked as Exhibit 4, Exhibit 8 and

1 Exhibit 9 into evidence.

2 JUDGE DIPPELL: Yes. Just to clarify, that's
3 Exhibit 4 is the rebuttal testimony, Exhibit 9 is the
4 sur -- I'm sorry. Exhibit 8 is the rebuttal testimony
5 in EO-2020-0227 and 0228 and Exhibit 9 is the
6 sur-surrebuttal testimony in that other case as well.
7 Are there any objections to Exhibit 4? Seeing none. I
8 will admit that.

9 (EVERGY'S EXHIBIT 4 WAS RECEIVED INTO EVIDENCE
10 AND MADE A PART OF THIS RECORD.)

11 JUDGE DIPPELL: Is there any objection to
12 Exhibits 8 or 9?

13 MR. PRINGLE: Yes, Judge. I'll continue to
14 stand on my earlier objection though it was overruled.

15 JUDGE DIPPELL: All right. Any other
16 objections? I will overrule your objection and admit
17 those items into evidence.

18 (EVERGY'S EXHIBITS 8 AND 9 WERE RECEIVED INTO
19 EVIDENCE AND MADE A PART OF THIS RECORD.)

20 MR. HARDEN: Thank you, Your Honor. With
21 that, I would tender Witness File for cross-examination.

22 JUDGE DIPPELL: Okay. Is there
23 cross-examination by Staff?

24 MR. PRINGLE: Yes, Judge. Before I begin my
25 cross, I just wanted a quick point of clarification from

1 your earlier direction when Mr. File's MEEIA prudence
2 review testimony was allowed in. Was part of your
3 direction to have us not cross Mr. File based on that
4 testimony, simply to use it as give yourself a clear
5 picture of what's on between the two cases?

6 JUDGE DIPPELL: Well, if there is
7 cross-examination that you need to do based on that
8 testimony that deals directly with the issue in this
9 hearing, which is the demand response calls, and so
10 forth, then yes, you can go forth with that
11 cross-examination, but I don't want to get into a
12 general discussion of the prudence of the implementation
13 of the MEEIA program. Does that make sense?

14 MR. PRINGLE: That does, Judge. That helps me
15 a lot. Thank you.

16 CROSS-EXAMINATION BY MR. PRINGLE:

17 Q. Good afternoon, Mr. File.

18 A. Hello, Travis. How are you?

19 Q. Pretty good, sir. How about yourself?

20 A. Good, thanks.

21 Q. All right. So I just have a few questions for
22 you, Mr. File. Would you agree with me that Schedule 11
23 costs stem from the implementation of demand response
24 programs?

25 A. Can you rephrase that question? I want to

1 make sure I answer it correctly.

2 Q. Yeah. The Schedule 11 costs, Mr. Carlson
3 spoke about them earlier. Those costs, they arise from
4 the implementation of demand response programs, correct?

5 A. I don't believe the answer to your -- The
6 answer to your question is no, they don't stem from
7 demand response programs.

8 Q. All right. And then would you agree with me
9 that the demand response programs are MEEIA programs?

10 A. They are approved and operated as a MEEIA
11 program, correct.

12 Q. Thank you, sir. And then would you agree with
13 me that the demand response programs are funded through
14 the demand-side investment mechanism?

15 A. That is correct.

16 Q. Thank you, sir. Now, do you have your FAC
17 surrebuttal testimony in front of you?

18 A. I think so. Let me pull that over.

19 Q. When you get a chance, please turn to page 4,
20 line 7 and 8. Just let me know when you're there.

21 A. I am.

22 Q. And just follow along with me. There you
23 state Evergy's demand response programs are designed for
24 the purpose of reducing annual system peak load; is that
25 correct?

1 A. Correct.

2 Q. Now, did Evergy call demand response events
3 that were coincident with the Evergy Metro and Evergy
4 West respective system annual peaks in 2018 and 2019?

5 A. We accomplished calling events that impacted
6 system peak load in 2018 and 2019.

7 Q. How many events did you call?

8 A. We called two events in 2018 for both programs
9 and there's a third event for demand response event. It
10 was really a test event. So we don't count that one,
11 but it was a call on customers to see how they could
12 perform. And then in 2019, we did the same with demand
13 response incentive where we had a test event and two
14 events. In 2019 thermostat, we had five events per our
15 stipulation agreement.

16 Q. Now, even with those events called, didn't
17 Evergy have the ability to call more events to ensure
18 that the system annual peak was reduced?

19 A. The tariffs allow, I think I've said in my
20 testimony, tariffs allow for 10 demand response
21 incentive events and our contractual agreements for
22 thermostat allow for 15 but that does not necessitate
23 that those all needed to impact the system annual peak.

24 Q. Okay. Thank you. Also just wanted to confirm
25 that those events you listed out earlier, the test event

1 and the two events, those events were called during the
2 system annual peak, correct?

3 A. They were called to impact the system annual
4 peak, correct.

5 Q. Okay. And if a demand response event is
6 called coincident with the respective system annual
7 peak, is it possible that there could be a new system
8 annual peak on a different date?

9 A. Yes.

10 MR. PRINGLE: Thank you very much, Mr. File.
11 I have no further questions.

12 THE WITNESS: Thank you.

13 MR. CLIZER: Your Honor, you're on mute.

14 JUDGE DIPPELL: Thank you, Mr. Clizer. Are
15 there questions from Public Counsel?

16 MR. CLIZER: Yes, briefly.

17 CROSS-EXAMINATION BY MR. CLIZER:

18 Q. First of all, good afternoon again, Mr. File.

19 A. Good afternoon, Mr. Clizer.

20 Q. I just want to really quickly nail down
21 exactly how many events, because this has been slightly
22 confusing to me. So for the 2018 summer months, how
23 many curtailment programs, which is specific to the
24 large industrial customer events, were called?

25 A. Two.

1 Q. Okay. And then for 2018 for the thermostat
2 customer, so the commercial residential program, how
3 many events were called?

4 A. For the 2018 summer?

5 Q. Yes.

6 A. Yeah, two also.

7 Q. All right. And so for 2019, the curtailment
8 large industrial how many were called?

9 A. Again, I'm excluding the test event that I
10 mentioned briefly before; but excluding that, two.

11 Q. Okay. And then last one obviously 2019, the
12 thermostat commercial residential program, how many
13 events were called?

14 A. Five in 2019.

15 MR. CLIZER: Thank you. I just wanted to get
16 that perfectly clear. That was actually all the cross I
17 had. Thank you very much.

18 JUDGE DIPPELL: Okay. Thank you. Are there
19 any questions from the Commissioners? At this time, I
20 have a bunch of questions that have been given to me.
21 But if there are any other Commissioner questions before
22 I begin that? I'm not hearing any. So bear with me,
23 Mr. File, because of technical difficulties and
24 everything I've sort of compiled questions from several
25 different sources.

1 THE WITNESS: Sure.

2 JUDGE DIPPELL: Sothese might be a little out
3 of order.

4 THE WITNESS: No problem, Judge, no problem.

5 JUDGE DIPPELL: Thank you.

6 QUESTIONS BY JUDGE DIPPELL:

7 Q. Let me just start with can a utility company
8 have or design a demand response program independent of
9 their approved MEEIA program?

10 A. Utilities in Missouri specifically or just
11 utilities in general?

12 Q. Yes.

13 A. Utilities specifically in Missouri. There can
14 be programs that are outside of MEEIA programs. I think
15 there's even another utility in Missouri that runs a
16 program or two that are not underneath the MEEIA
17 statute. Evergy's programs are all underneath the MEEIA
18 statute and rules.

19 Q. And what benefit does the Company gain to
20 design its DSIM program within a MEEIA?

21 A. The original intention of the MEEIA statute,
22 although I did not draft it but as I've talked with
23 folks that were part of that process, was ultimately to
24 allow Evergy to value demand-side investments the same
25 as supply side investments. So there's inherently some

1 economics behind the things we do in energy efficiency
2 that would be counterproductive for the way our business
3 model is set up. So this law was intended to allow us
4 to keep those on an equal playing field.

5 Q. Let me -- Again, I'm just going to kind of go
6 back to basics.

7 A. Sure.

8 Q. We talk a lot -- The testimony talks a lot
9 about calling an event. What exactly does that mean to
10 call an event?

11 A. Sure, sure. And I think with Witness Carlson
12 you talked a little bit about the process to some
13 degree. I'll hit on that just a little bit and then
14 talk a little bit about, you know, the actual tactical
15 part about how it gets done, if that was your question.

16 Q. That's good, yes.

17 A. We engage with our power marketing group to
18 talk about what would be impactful in terms of an event
19 based on the data that Mr. Carlson presented that he
20 brings to the meeting, what's going on with load
21 forecasts, what's going on with wind forecasts, what's
22 going on with weather forecasts. We try to match that
23 with what our asset that we have both commercial,
24 industrial and residential and talk about the impacts
25 there. The things that we bring to the table

1 additionally, right, we understand, you know, how that
2 weather might impact the ability for our customers to
3 respond. You think about a thermostat. You think about
4 you're going to get more demand reduction from a hot day
5 than you are from a not as hot day. No matter what the
6 price is of electricity, the price and weather are
7 highly correlated but they don't always -- aren't
8 inextricably linked, right. There can be some
9 differences there. We talk about all those things. We
10 talk about what other tariff requirements we have. In
11 the summer of 2019, for example, we talked about the
12 commitment that we had to have five events for
13 thermostat and so we wanted to make sure we were being
14 diligent with meeting those requirements. So when we
15 meet together we talk about that. Then we follow the
16 process that John talked a little bit about. We use our
17 inputs, we talk about a decision process, and then we
18 ultimately decide on and would this be a good time to
19 try to mitigate that system annual peak and identify
20 what times and days of that. So assuming that we did
21 decide to call an event, then we go through an execution
22 phase where we send out notifications to all of our
23 commercial and industrial customers that they shall
24 perform according to their agreement related to reducing
25 their load during a specific period of time usually

1 three to five hours typically and then we also go
2 through a process that we engage with our thermostat
3 vendors who then set up a protocol that they send
4 signals to those thermostats. These are all two-way
5 communicating thermostats. So those will receive a
6 signal through their wi-fi connectivity that they will
7 go into a saving mode during a period of typically two
8 hours that we call thermostat programs. So there's a
9 whole bunch of minutia after that about how do we make
10 sure people are getting the message, how do we make sure
11 they're going to follow through on the C&I side, how do
12 we make sure that the system is communicating to all the
13 proper devices and measuring monitoring afterwards, but
14 generally speaking that's how the process leads up to
15 that call.

16 Q. Well, let's go ahead and talk about some of
17 that minutia really quick. So what information is
18 provided to the residential and the commercial customers
19 as to the details or parameters of the program prior to
20 them signing up?

21 A. Sure. So it may be probably better to talk
22 distinctly differently because it is a pretty different
23 process for the two different programs. So I'll start
24 with the demand response incentive program. That's what
25 it was called during the 2018 and 2019 period. We've

1 since kind of changed its name to be called business
2 demand response. If I ever slip up or if you hear both,
3 that's why. They are very similar programs but
4 different in terms of the naming convention there. So
5 on the demand response incentive program, we go out and
6 actually recruit customers. Usually that involves an in
7 person one-on-one kind of initial conversation about
8 what this program is, why the utility thinks it's
9 valuable and how we hope that they would find value in
10 participating, right, and there's definitely certain
11 customers that have more, quote, unquote, flexible load
12 so that they can shift their load from one period of
13 when it's our system peak to an off peak period. So we
14 explain the value to them and we ultimately walk through
15 an economic calculation with them showing them the
16 amount they would be paid and how that would work
17 depending on the amount of kw they can sign up for.
18 That's an important part where we go out to customers,
19 the number of kw they can curtail or they can be a part
20 of the program with. So we'll go out and talk to
21 customers about what equipment or processes or
22 mechanisms they can put into place to reduce kw during
23 that period of time. And a lot of times that will take
24 some engineering calculations where we'll estimate what
25 that kw that they can reduce will be and we'll come up

1 with a number that we'll put into a contractual
2 agreement ultimately with that customer that says here's
3 the parameters of the program, here's what you're
4 signing up for in terms of your kw reduction, here's how
5 we will notify you, make sure we have all your contact
6 information correct, here's the time period of the
7 season June through September and engage with those
8 customers. So by the time they sign that agreement,
9 they have the agreement and they have a plan in place
10 with people and personnel to deliver that C&I reduction
11 during those periods of time. It's very important to us
12 when we call on someone that they have a plan they know
13 and they know how to perform in those events.

14 Q. Let me interrupt you just a second and further
15 expand on that. With those customers, they know the
16 potential number of call events that you're going to do.
17 Do they know the maximum length of that call event and
18 do they have the ability to opt out of a call event?

19 A. Yes, yes and yes. So that was a triple yes
20 question. You know, inside of their contract will be
21 some of those terms, as well as we refer to the tariff
22 which has those parameters involved in there. So
23 ultimately we want to make sure that they're going to
24 perform and in this case in demand response incentive in
25 2019 there's a penalty if they decide to opt out. So

1 they will -- You know, we can't go over there and
2 literally make them -- this isn't a program we go over
3 there and mandatory shut their stuff off, right. They
4 are participating based on economic incentives. If they
5 decide not to do what they've signed up for, then we
6 assess a penalty at the end of the season.

7 Q. Okay. And then how is that different for the
8 other program?

9 A. Sure. The residential thermostat and business
10 thermostat program is a program that's more of a mass
11 marketing program so not as much one-on-one touch as in
12 the C&I program, just order of magnitude. We have a few
13 hundred C&I participants whereas --

14 Q. What's that acronym?

15 A. Commercial and industrial participants for the
16 demand response incentive program. Those go together.
17 We have a few hundred of those. Whereas for the
18 residential thermostat program during this period of
19 time we probably signed up 20,000 or so of those
20 thermostats. So it's not that one to one. It's more of
21 a mass marketing approach. We use traditional channels
22 to engage those customers whether marketing via our
23 website, via mailers, via emails to engage them to
24 participate and we, you know, effectively create a
25 funnel as with any of our programs to try to bring

1 people in to ultimately participating from awareness to,
2 you know, targeting marketing, to engagement, to
3 ultimately to signup, and those customers then go
4 through an online process cost typically, the majority,
5 because that's a more way or they can call if they see
6 something they prefer to sign up that way where we will
7 identify, we have to ask a few qualifying questions
8 whether or not they have wi-fi, for example, because
9 it's a connectivity of us being able to call, and then
10 the type of HVAC system that they have can impact the
11 device that we would supply to them. So we ask a few
12 qualifying questions. We make them aware of what the
13 program is, right, that we'll be calling on you during
14 peak summer times in order to help reduce peak load. In
15 2018 and 2019, we used the phraseology of rush hour
16 rewards. That seemed to resonate with people. They
17 know what rush hour traffic is here. We're trying not
18 to have them use as much HVAC during that rush hour time
19 period. So we'll call peak events that will adjust
20 their settings on their thermostat during those periods
21 of time. So they agree to all those kind of terms and
22 conditions as we explain that to them.

23 It isn't quite as explicit just in terms of
24 not a contract with 10 agreements that's maximum,
25 although it does say we can call up to 15 in the terms

1 and conditions, but they aren't, you know, called out in
2 the way we have a one-on-one conversation with every
3 single person like we do in the C&I side. So it's an
4 online form typically that they sign that has those
5 terms and conditions. Ultimately they get into the
6 program and either we go to their house and install if
7 they requested that based on their, you know, lack of
8 interest in doing it themselves or we have channels
9 where they can sign up to us to ship them a thermostat
10 and they could install the thermostat themselves, which
11 we call DIY, do it yourself, and a lot of folks have
12 done that in our Cycle 2 program. Sorry for letting me
13 ramble, but I do like talking about these programs. I'm
14 not sure if I'm going too far or not far enough. Help
15 me out. I appreciate the offer.

16 Q. It's good to have the details. So first of
17 all, how long are those contracts valid? Is this a
18 year-long program or longer?

19 A. Yeah. So it really depends on where we are on
20 the MEEIA cycle. So in demand response incentive if you
21 think about how that cycle played out in 2018 and 2019,
22 2018 was the last year of our cycle that we were
23 approved for at that time. So all contracts were going
24 to end at the end of 2018. If they were signing up in
25 early 2018, they were really signing up for a one-year

1 agreement because the cycle was going to end. They
2 might have signed up at the beginning of the cycle.
3 It's possible they would have had a three-year
4 agreement. Until the end of the cycle is effectively as
5 long as we can sign up someone for. In, 2019 we had an
6 extension. So we got one extra year on the end. So all
7 those contracts were one-year long.

8 Q. Okay. And then do they -- So we talked about
9 if the commercial customers or the big industrial
10 customers if you're going to call an event you contact
11 them in some method to tell them that you're going to do
12 that. What about the residential customers and those
13 big customers too in the interim? Do they just sign a
14 contract and never hear from you again or is there some
15 kind of ongoing communication reminding them that
16 they're part of the program?

17 A. Yeah. No, I'm glad that you asked that. It's
18 important for us in the long run to keep these
19 participants in the program. We went through the effort
20 to recruit them to be a part of this program, and the
21 value lies in the long-term interaction with them and
22 the long-term value of having that kw reduction. So we
23 do a couple things.

24 One, after we have them engaged and before the
25 season starts, we send a communication to those

1 customers, say hey, it's -- we usually send it May-ish
2 time frame, hey, the demand response season is coming
3 up, the rush hour reward season is coming up June
4 through September, be reminded this is the program
5 that's provided you this thermostat and your ability to
6 help Evergy mitigate our peaks and you can expect to
7 receive some events during the summer to mitigate our
8 system annual peak. I don't know if we use those exact
9 words but something to that degree.

10 And then during the season when we actually do
11 call events for the thermostat program, there's a
12 notification on the app the customers have with the
13 thermostat as well as on the device. If they click
14 through, they can see where it's in a rush hour rewards
15 mode or saving mode. Depending on which device you
16 have, it says something to that effect. And then an
17 important part that we find is kind of the third step,
18 which is after the season is over, these customers
19 receive a payment for participating in the program to
20 remind them hey, you helped us manage our system peak,
21 thank you for being a part of this program and here's an
22 extra payment. So we'll send an email and/or a hard
23 copy letter to those customers to let them know.

24 Q. Okay. Very good. Let's see. On page 4 of
25 your rebuttal testimony you mention a couple of tariff

1 sheets in the middle of the page there?

2 A. Uh-huh.

3 Q. Are those numbers accurate, 2.09 and 15.09?

4 A. I don't have those tariff sheets in front of
5 me. I guess subject to check I think our intention was
6 they were meant to be the tariff sheets for the demand
7 response incentive program that were effective during
8 that period of time. Like I mentioned before, we do
9 have a new program that has different tariff sheets that
10 may have got confused there. That was the intention
11 that those were meant to be.

12 Q. But you don't have those tariff sheets
13 attached to your testimony, correct?

14 A. I don't believe to this testimony. I may have
15 done that in the MEEIA testimony, but I'd have to look
16 at that also.

17 Q. Okay. I may be asking later for the
18 Commission to take notice of those tariff sheets.

19 A. Okay. Thank you. I apologize about that,
20 Judge.

21 Q. No, that's fine. I want to make sure that we
22 have the correct information and that it's the whole
23 information is in there. So when does peak demand
24 normally occur?

25 A. System annual peak that we're targeting; is

1 that your question?

2 Q. Yes.

3 A. Yeah, I think Mr. Carlson alluded to this a
4 little bit before, but generally speaking it's the last
5 couple weeks of July or the first couple weeks of August
6 over time we see that those are the peak, system annual
7 peak days or hours.

8 Q. And you kind of touched on this a little bit
9 but I'm going to ask it again. What specific
10 information do you look at and where do you find that
11 information to determine your forecasting -- when you're
12 forecasting peak demand?

13 A. Uh-huh. So there's a couple things. I'll try
14 to make maybe a little clarification on what we said
15 before, right. So when the calendar year starts, we
16 have an idea of what we think the system annual peak is
17 going to be just based on 30 years of history we look
18 back. That actually shows up in the integrated resource
19 plan. I know we're not talking about that in this
20 particular case any more, but that is a part of how we
21 look at what our peaks are expected to be every year.
22 So we can use that as a datapoint even before the season
23 starts to say okay, here's a number that we think for
24 each jurisdiction may be the system annual peak.

25 And then as we come into the season, we have a

1 couple more datapoints that we try to watch.
2 Specifically one, the data that John Carlson's group
3 provides to us and says what does our system peak look
4 like for this week. They get a weekly outlook on what
5 they think our peaks will be for this week. It has all
6 of the factors that John sort of discussed. And then as
7 of recently, what we've been able to obtain as we
8 continue to kind of get better with this process is that
9 then we try to find the best most recent peaks of
10 information about what peaks we hit recently within the
11 season, right. So if it's August 15, you know, what was
12 our July peak or what was our peaks from before, and
13 those are still estimates at that point in time because
14 the last settlement has to go out. That's over my head
15 on they do all that on the transmission system. Those
16 are estimates -- It's another datapoint for us to look
17 at.

18 Q. Okay. And do you think that the factors that
19 Mr. Carlson talked about and this information that
20 you've talked about, is that what you think should be
21 considered in deciding when to call an event?

22 A. Yeah. I mean, we probably have not been
23 super, what's the right word, clear on the whole
24 process, but I think at the end of the day it kind of
25 boils down to a couple three things, right. One we

1 haven't mentioned at all except for a little bit in my
2 testimony is there is an operational need for demand
3 response, right. So if there is some sort of issue on
4 the system and, you know, we don't get into this case
5 ever that I'm aware of, but that we need to have demand
6 response otherwise we're going to have systems with
7 reliability on our overall system, right. That is a
8 number one thing we're going to always be looking at.
9 SPP has alert levels that they set out that we watch
10 for. And if they get to a certain alert level, this
11 would be an asset that we would call. That's a clear
12 call to action if we get to that point, get that
13 request.

14 The second one again is are we going to
15 mitigate that system annual peak as derived and what the
16 purpose of the program. So we really try to derive to
17 see when all this data can come together to figure out
18 when is the best date that we think that will be.
19 Again, we have a pretty narrow window of when we think
20 it can be and we've attempted to continue to get better
21 and better. It is still the unknown of what's tomorrow
22 going to bring, right, in terms of load, weather, wind
23 production, all of those things. So it is not as simple
24 as an exact science, but it takes the discussion and
25 discernment skill of the folks that we have to try to do

1 that the best we can.

2 Q. And I'm not trying to simplify it too much,
3 but how does reducing customer load impact Evergy when
4 it has excess capacity?

5 A. How does system -- can you -- I apologize.
6 Can you say the question one more time?

7 Q. How does reducing customer load impact Evergy
8 when it has excess capacity? This may be a moot point
9 now that you've settled your settlement now that I'm
10 looking at it, but maybe I'll just ask it more
11 generally. How does reducing customer load impact
12 Evergy on the whole? What benefits does Evergy get from
13 reducing customer load?

14 A. Yes. So maybe back to the whole construct of
15 what MEEIA is for us and how we've developed it and how
16 we decide to deploy programs, this program set is put
17 into our integrated resource plan as a resource option,
18 as an asset, right, and it gets compared in that
19 integrated resource plan process to determine if this
20 provides the lowest net present value of revenue
21 requirements. And so when we effectuate and implement
22 our programs effectively according to what the plan is,
23 we are modifying future resource needs and assets that
24 will help us keep customers' rates low. So at the end
25 of the day, that's kind of the higher purpose of what we

1 do and that shows up in demand response, that shows up
2 in energy efficiency and the programs that are approved
3 in the MEEIA process.

4 Q. Okay. So you talked about how the number of
5 events that you actually called with Public Counsel.
6 Are those events listed in your testimony specifically
7 like by date and hour?

8 A. I believe for sure that the thermostat events
9 are called out in the MEEIA testimony that was admitted
10 today, I believe. The other events from 2018 may have
11 been alluded to as numbers, but I don't recall for sure
12 if we put times and dates on those in any part of the
13 actual testimony. Of course, we can follow up with that
14 if needed. I don't know that I could call to address
15 specifically.

16 Q. Okay. I would actually like you to follow up
17 on that if you can look and make sure, point us to where
18 in that MEEIA testimony and then provide the other dates
19 and times. And along with that do you know what the
20 conditions were on the dates that those events were
21 called?

22 A. By conditions do you mean --

23 Q. Well, the other factors that we've talked
24 about like that you would look at. Do you know how
25 those factors compare to each other or to a normal

1 another day when you didn't call an event?

2 A. Sure. We can for sure go back and get what
3 the temperature was that day compared to the average or
4 we can look at kind of what the load expectation was for
5 that day or maybe even what wind production was from the
6 SPP look in the backwards looking. I think this is an
7 important point that I think you're pointing on here,
8 right, is that a lot of the work from OPC and Staff is
9 all backwards looking, right, that you knew 100 percent
10 what happened and so therefore you can say this was the
11 right day or that was the wrong day. I think it's
12 important to kind of think about it as you're going in
13 you don't know a lot of those factors. We still
14 continue to kind of refine in on when is the best day to
15 call.

16 My short answer to your question I guess is,
17 yes, we can go back and look all that stuff up, but I
18 don't believe it's on the record at this point.

19 Q. I'm not trying to look backward. I'm more
20 trying to understand specifically what makes a good
21 scenario to call. Why would you decide to call on a
22 particular day and not on another? That's the kind of
23 thing. Go ahead.

24 A. If you don't mind, I'll maybe elaborate just a
25 little bit farther. One of the things I kind of

1 mentioned that we look at what we feel like the peaks
2 are going to be coming into the summer. We have an
3 integrated resource plan that gives kind of a forecast
4 and a load research group that gives a forecast. I
5 think they're called a research group. And they help us
6 kind of have a bearings around how close are we going to
7 be to this number that we expect to be as the peak for
8 this summer. And so we typically use that if we feel
9 like the forecasted peak this week out is within 5
10 percent of that range, that gives us a pretty good
11 indicator of what might be a good event to call.

12 There's obviously lots of potential other
13 factors that we've discussed but that's another one that
14 I thought I'd at least mention here.

15 Q. Okay. And on page 8 of your testimony, let me
16 see if I can find it, I think you talked about what
17 customers might do, and Mr. Fischer alluded -- well,
18 actually maybe it was the opposite. Mr. Clizer may have
19 in his example of how many times customers would accept
20 the calls, but I think in your testimony you talk about
21 what customers would do if they were called several
22 times. Do you have any -- Has the Company done any
23 studies or anything about the behavior of their
24 customers?

25 A. Yes. I think you're talking in particular in

1 terms of the number of events called?

2 Q. Yes.

3 A. We do lots of kind of gauging of customers'
4 interactions and satisfactions with programs which happy
5 to report are all satisfactory, and maybe just it's
6 worth noting in the MEEIA construct if you're not
7 familiar, all of our programs get evaluated every year.
8 We have something called evaluation, measurement and
9 verification after every year where all of the parties
10 get together and there's a third party that looks back
11 at our programs and reviews was there impact from our
12 programs, what was the processes that we used and what
13 was the customer satisfaction for the programs that we
14 used. Those third party reviews that. Staff actually
15 has an auditor that reviews the third party. And then
16 we present those results to the Commission as part of
17 how are we doing in the MEEIA construct. All that to
18 say when we're doing our programs -- I lost my train of
19 thought there. I was talking about EM&V. Can you say
20 the question again one more time?

21 Q. Well, let me back up and just ask it better,
22 because what I was getting at was on page 8 of your
23 testimony of your rebuttal it says if a customer were to
24 start having their air-conditioning adjusted regularly
25 during the hottest times of the day like 20 times a

1 summer or even everyday as suggested by OPC, the
2 entirety of the program would change. And then you go
3 on to say the customers would likely require different
4 compensation, the participant pool would decrease
5 significantly and you go on to give an example and you
6 say my educated guess is that most people would do
7 something different. Is that all this is is an educated
8 guess or do you have some Company materials to back up
9 what you think customers, how the customers would
10 behave?

11 A. Sure. Thanks for helping hone me in there on
12 that question. Two things. One, in the testimony a
13 little bit farther down about rows on page 10, 16
14 through 19, we talk a little bit about customers'
15 participation in events, differences between 2016, 2017
16 and 2018. And a trend that we saw in terms of
17 participation in events as a function of number of
18 events. So that's a datapoint that we have used here.
19 Additionally, a datapoint that was not brought up here
20 but was part of that stipulation that Mr. Fischer
21 referred to in our opening about calling five events, a
22 second line of that was that we were to report to our
23 DSM advisory group about the number of opt-outs and the
24 participation during those five events. So we had
25 submitted that to our DSIM advisory group I believe it

1 was in November 2019, which showed a somewhat similar
2 trend that as we got a higher frequency of events those
3 opt-outs or participation amounts increased.

4 Q. Okay. Thank you. Okay. So if the Commission
5 does agree, I asked Mr. Carlson the same question, if
6 the Commission does agree with Public Counsel that
7 Evergy should have used the DR programs to the maximum
8 amount of their design capability, do you agree with the
9 method and the calculations used by Public Counsel's
10 witness to calculate the value of what we would be
11 finding to be imprudent?

12 A. No.

13 Q. And so how would Evergy propose that that
14 amount be calculated? What method and calculation would
15 Evergy say would be the correct?

16 A. So kind of answer that in a roundabout sort of
17 question, but the ultimate answer I believe is there is
18 no easy estimate way to do that number, right, and so
19 what Staff and OPC have both tried to do is come up with
20 a logic answer but they've missed a few things and made
21 many assumptions. They tried to make it easy. Inside
22 of that easy they made assumptions and they've missed
23 some variables, a couple examples. For example, in
24 terms of the energy price calculation, there's no,
25 what's the right word, consideration of two things.

1 One, if load was shifted outside of that period, right,
2 so if people didn't use that energy during the period
3 that they're talking about in the way our programs are
4 designed, typically that energy is used in a different
5 period, right. Maybe that other period is differently
6 priced but it's still used in a different time. Right?
7 So that's something that you would maybe want to
8 consider in part of this calculation.

9 A second part of that calculation that wasn't
10 considered is the customer's retail energy price, right.
11 So how that customer's retail energy price is during
12 that period of time makes a difference in this whole
13 value calculation in terms of what is the Company's
14 value difference versus when they are using this energy
15 or not and how that might flow through a rate case or
16 flow through ongoing fees. So two examples of things
17 that could have been considered. A third is I don't
18 believe that the Staff or OPC asked us any questions
19 about did the events that we did call have any impact on
20 all of these fee changes, right, and so there was no
21 netting out of any things that we did impact. It was
22 just the assumption that we had zero impact was their
23 analysis from what I could tell. All of those things
24 start to call into question in my mind why my original
25 answer was no, I don't believe that's the right way to

1 calculate it.

2 Q. Okay. So you told me why you don't think
3 theirs is the correct way. Do you have any way that you
4 think might be the correct way?

5 A. So let me kind of maybe answer your question
6 but, you know, in my seat where I sit, right, we are
7 trying to reduce system annual peak, and there is an SPP
8 benefit for us to do that, right, as well. It's a dual
9 benefit. If we hit the system annual peak, then that by
10 the nature of the math was the peak for one month,
11 right, because that was the system annual peak. So
12 there is a number that we could calculate that we
13 created value for for that month that we called the
14 event and hit the system annual peak. Beyond that,
15 right, all those other things are estimates backwards
16 looking of you should have called this day. Well, we
17 hit this button but very important about when you hit
18 that button and how that actually impacts what it could
19 be. When you look backwards, you're always just making
20 assumptions about we would have or could have done these
21 things.

22 Q. Okay. One more clarification here. Just a
23 second. So we talked about when the customers sign up
24 for the programs and you said what all they were given.
25 Let me just make sure I have this in the record. Are

1 they given the specific parameters, for example, how
2 many times they may have to be called to participate in
3 the program?

4 A. Yes.

5 Q. Okay. So you believe with the contracts and
6 the further communications with the customers both on
7 the industrial side and on the residential side that
8 they understand that they may be called upon to reduce
9 their power for the total number of events in the
10 contract?

11 A. I believe they understand that those number of
12 events are what's in the contract. I think the
13 difference, the nuance there, and I've said this a
14 little bit in this testimony and some other MEEIA
15 testimony, the nuance is the expectation is we're going
16 after the system annual peak and that we're trying to
17 mitigate that. We set that customer, when we use words
18 like rush hour rewards, right, when the proposals of
19 some of the other parties say that we're going to call
20 multiple other times for other reasons, right, maybe
21 it's price arbitrage or different things, that is not
22 the expectations we have set with customers. They're
23 very aware of the legal nature of it, but the
24 expectation is set based on what our intention is and
25 what the MEEIA program intention was.

1 JUDGE DIPPELL: Okay. Thank you.

2 Commissioner Rupp, I believe you had some additional
3 questions.

4 COMMISSIONER RUPP: Great. Thank you, Judge.
5 I appreciate it. I apologize I had to pop into a FERC
6 Order 2222 meeting. So if you covered this, I apologize
7 for being repetitive.

8 QUESTIONS BY COMMISSIONER RUPP:

9 Q. But my question is, I heard you talking about
10 your commitment to the five events. I know you had the
11 maximum number of 15 in the summer and then you had the
12 maximum of 10 for the industrial. Was there an
13 agreement in anything for the minimum number of events
14 that would be called?

15 A. For the summer of 2019, when we entered into
16 that Stipulation and Agreement -- sorry. Hi, Mr. Rupp.
17 Good afternoon.

18 Q. Good afternoon.

19 A. The requirement was just we will call five
20 events. It didn't use the word minimum, and it didn't
21 talk demand response incentive, just thermostat.

22 Q. The agreement said you will call five or not
23 at least five or is that you will call five?

24 A. Yeah. Subject to check, I'll look back, but I
25 believe that's what the specific language was and I

1 think Mr. Fischer used it on his opening slide.

2 Q. Thank you for clarifying. And then so did the
3 program meet your program goals, your energy, your
4 demand goals and everything for the specified years?

5 A. Yeah, we called the events. We were able to
6 reduce peak load during those period of time. We were
7 able to learn some things from the events in terms of
8 opt-out percentage I talked a little bit with the Judge
9 in the last question. So we feel like that was success
10 and that was what the intention what Staff and
11 stakeholders was requesting of us in that stipulation.
12 To my impression, that was what the intention was and I
13 feel like we met that.

14 Q. Without calling the maximum number of events
15 that you could, you feel that the program met its
16 program goals?

17 A. Correct.

18 COMMISSIONER RUPP: Okay. Thank you. That's
19 all I had, Judge.

20 JUDGE DIPPELL: Thank you, Commissioner. Are
21 there any other Commissioners that had additional
22 questions? I'm not hearing any. Is there further
23 cross-examination based on those questions from the
24 bench from Staff?

25 MR. PRINGLE: Yes, Judge. Thank you.

1 FURTHER CROSS-EXAMINATION BY MR. PRINGLE:

2 Q. Mr. File, I want to just go back to
3 Commissioner Rupp's question about the five events. So
4 when an agreement says will call five events, to Evergy
5 that means you only call five events?

6 A. I think we read it as literal what the
7 requirement was and wanted to make sure we would meet
8 that. I think as the relationship goes with Brad
9 Fortson and other folks, if there's something that needs
10 to be deviated, we would talk with them about what
11 reasons might be, but that's how we interpret our
12 agreement from earlier that year.

13 Q. Thank you, sir. And also earlier in a
14 response to Judge Dippell's questioning, hitting the
15 system annual peak would decrease SPP Schedule 11 fees
16 for that one month, correct?

17 A. That is correct.

18 Q. So wouldn't it be reasonable to also think
19 that calling events in the other three months to try and
20 hit those months' peaks would provide an event greater
21 decrease to SPP Schedule 11 fees?

22 A. Right. I think the answer to your question is
23 yes, that the other months do have SPP fees associated
24 with what the peak is, correct.

25 Q. Thank you, sir. And then also were there days

1 that Evergy expected relatively high SPP market prices
2 but Evergy did not call a demand response event?

3 A. I think if you look back at the data, which
4 folks did, that's what we have right now is the
5 backwards looking data, you can always find a day that
6 maybe the price was really high, but going into the
7 event we did not see it sufficiently that we were going
8 to call it for that reason. Again, ultimately as we
9 talked about in 2018 and 2019, that wasn't ever designed
10 as the purpose for the program. It was for the system
11 annual peak.

12 Q. Okay. So then Evergy did call DR events each
13 day that it expected relatively high SPP prices?

14 A. We did not call events based on SPP prices as
15 the primary objective, correct.

16 Q. Okay. But you did call DR events when you
17 expected a relatively high SPP price; if that was an
18 expectation, it was called?

19 A. In 2018 and 2019, we focused primarily on
20 system annual peak and meeting our stipulated agreement
21 for number of events in 2019 specifically.

22 Q. Okay. Did any of those days coincide with a
23 high SPP price?

24 A. Subject to check, we'd have to go back and
25 look at what the definition of high is and what that was

1 relative to day ahead. I believe there's an opportunity
2 to look back at that. That was what I was trying to
3 call out before with the Judge that there might be some
4 more parts of the equation to look at.

5 Q. Okay. Right now you're just not sure if those
6 were high prices that day?

7 A. I did not cross-reference. I believe Ms.
8 Mantle put that in her testimony about the days and
9 hours. Maybe Mr. Luebbert did too in the MEEIA case
10 their high price days. From the last I looked, they
11 didn't all cross over regularly. We had many more hours
12 than what the days of events we called, which was two
13 and five. So I think there was probably a little bit of
14 overlap in my brief recollection, but I did not go
15 through every detail.

16 Q. Okay. Well, then also there was a lot of talk
17 about customer expectation around how many events would
18 be called. When customers sign up for demand response
19 programs, they don't know how many events they're going
20 to have to take part in, correct?

21 A. That is correct.

22 Q. So the customers, they do know that it could
23 be upwards of 10 to 15 can be called depending upon the
24 demand response program? Sorry.

25 THE COURT REPORTER: Wait a minute. Mr.

1 Pringle, can I have the question one more time, please?

2 BY MR. PRINGLE:

3 Q. Yes. That question was but customers do know
4 that there can be upwards of 10 to 15 events called when
5 they sign up? Roughly I think that was the wording.

6 A. And my answer is yes, that is communicated in
7 the agreements formally. There's other expectations set
8 as part of the discussion about what the program is used
9 for, but we formally communicate the agreements in the
10 tariffs.

11 Q. And then you cited back to your testimony
12 about there was a study had to do with a 6 percent drop
13 in participation as event numbers went up, correct?

14 A. I did.

15 Q. Does the Company have anything else besides
16 that study to I guess that has them convinced that more
17 events is not what customers want?

18 A. So the other datapoint I refer to, which I
19 don't believe has been in this case which was the
20 results from the 2019 five events that we called that
21 was presented to our DSM advisory group, which we saw a
22 similar trend in terms of participation and opt-outs of
23 events.

24 Q. Was that also roughly 6 percent?

25 A. I don't remember that percent off the top of

1 my head.

2 Q. Then also you spoke about valuing demand and
3 supply side resource equally. Mr. File, you're pretty
4 familiar with the MEEIA statute, correct?

5 A. I've spent a fair amount of time looking at it
6 for sure.

7 Q. So also you're aware that the statute also
8 talks about that energy or demand savings beneficial to
9 all customers in the customer class in which the
10 programs are proposed regardless of whether the program
11 is utilized by all customers; you're aware of that,
12 correct?

13 A. I'm familiar with that statement, yes.

14 Q. So would calling more events potentially have
15 benefited non-participating customers incrementally
16 more?

17 A. If we call more events, it may or may not
18 have.

19 Q. But you'll admit there is a possibility?

20 A. It could or it could not. I think one thing
21 we haven't mentioned obviously when you're doing
22 day-ahead pricing arbitrage, you can lose in those
23 scenarios, right. You can win or you can lose, right?
24 So there is an opportunity for it may and you could also
25 not hit your peak or not the right time and it could be

1 zero. I just wanted to clarify also.

2 Q. And then finally, Mr. File, so going back to
3 energy cost issues, do you agree that energy cost issues
4 and the Schedule 11 fees in this case stem from issues
5 raised by Staff in the MEEIA prudence review based on
6 the implementation of the demand response programs?

7 A. Can you rephrase that question? Sorry.

8 Q. Yes. The issues with Schedule 11 fees and
9 energy costs, those issues, they arise from issues that
10 Staff pointed out in the MEEIA prudence review regarding
11 the implementation of the demand response programs?

12 A. I think that this whole process, as I
13 understand it, started in the MEEIA prudence review and
14 was brought up by Staff originally there, if that's kind
15 of I think your question.

16 MR. PRINGLE: Yeah, that's what I'm looking
17 for, sir. Thank you, Mr. File. Let me see if I had
18 anything else. That is it, sir. Thank you.

19 THE WITNESS: Thank you. Thanks, Mr. Pringle.

20 JUDGE DIPPELL: Thank you. Is there further
21 cross-examination based on questions from the bench from
22 Public Counsel?

23 MR. CLIZER: Yes, Your Honor.

24 FURTHER CROSS-EXAMINATION BY MR. CLIZER:

25 Q. One of the questions you were asked by Judge

1 Dippell regarding the concerns that the Company had as
2 to what would happen if more events were called
3 discussed opt-outs. You would agree with me that there
4 was a limit to the number of times customers could
5 actually opt-out during this program?

6 A. Are you speaking directly of the thermostat
7 program, of the C&I program?

8 Q. I apologize. Let me be clear. I am speaking
9 specifically to the residential thermostat program which
10 at the time was called the programmable thermostat
11 program.

12 A. Uh-huh. We do monitor if people are generally
13 participating as we do in our results there. But at the
14 end of the day, we are not limiting their number of
15 opt-outs.

16 Q. So you do not agree that customers were
17 limited to one opt-out per month under the terms of the
18 program in effect during this prudence review period?

19 A. Yeah. There is no -- Partly what I guess I'm
20 saying is there's no formal repercussion at the moment
21 for that particular situation.

22 Q. That's not what I'm asking. Would you agree
23 that customers under the terms of the tariff were
24 prohibited from opting out more than once a month?

25 A. Subject to check, do you have the tariff in

1 front of you that I could look at? I apologize.

2 Q. I have a copy of the canceled tariff. Your
3 ability to look at is going to be a little difficult.

4 A. Yeah.

5 JUDGE DIPPELL: Which -- Mr. Clizer, which
6 tariff page are you looking at?

7 MR. CLIZER: It's a little bit tricky because
8 I'm looking at the canceled tariff which is under mine I
9 have No. JE-2016-0151, tariff page 1.93 -- sorry, 1.94.

10 JUDGE DIPPELL: Okay.

11 BY MR. CLIZER:

12 Q. Tariff filing No. JE-2016-0151, Tariff Sheet
13 No. 1.94.

14 JUDGE DIPPELL: Okay. Now I missed your
15 question. Go ahead, Mr. Clizer.

16 MR. CLIZER: I asked my question. I got my
17 answer. I was going to say later on I was going to ask
18 the Commission to take official notice of the active
19 tariff sheet. I don't need to further press that
20 question right now, if that makes sense. The tariff
21 will speak for itself is what I'm saying.

22 JUDGE DIPPELL: Yes. Okay.

23 BY MR. CLIZER:

24 Q. All right. So next question. There was a
25 conversation that kind of talked about what exactly the

1 Company looks at when deciding when to call a demand
2 response program. I'd like to ask specifically what
3 does the Company look at when deciding to call a demand
4 response program for economic reasons as it's spelled
5 out in the tariff?

6 A. We would look at prices that we feel that the
7 market would be showing in the next few days. And if
8 those indicated that they would make an economic reason
9 to call, factoring in retail price, factoring overall
10 load conditions, all of the things that Mr. Carlson
11 alluded to, that's when we -- if we did look at for an
12 economic reason.

13 Q. Well, then my next question is, during this
14 prudence review period 2018-2019, summer months
15 particularly, did the Company call any events for
16 economic reasons?

17 A. We focused on system annual peak reasons and
18 stipulation requirements as our reasons to call events
19 in 2018-2019.

20 Q. So I take it the answer to that question would
21 be a no?

22 A. Correct.

23 MR. CLIZER: Thank you. That's all my
24 questions.

25 JUDGE DIPPELL: All right. Is there redirect

1 from Evergy?

2 MR. HARDEN: Yes, there is. Thank you.

3 REDIRECT EXAMINATION BY MR. HARDEN:

4 Q. Just three pretty short questions here.

5 Mr. File, you were asked whether or not in 2018-2019 in
6 Evergy's calling events to reduce annual system peak
7 whether or not in those events there was also a
8 reduction of Schedule 11 SPP fees and if there was, did
9 it make sense to seek those Schedule 11 SPP fees more
10 than once on a monthly basis. Would it be possible to
11 simultaneously reduce your Schedule 11 fees and at the
12 same time reduce Evergy's ability to impact and reduce
13 its system annual peak load?

14 A. Yes. So if I'm thinking along what you're
15 asking, there could be a reason why if we were trying to
16 get the June system or the June monthly SPP peak that we
17 call all ten events or call enough events where
18 customers have less and less aptitude to try to curtail
19 in July or August in some future months. So there is
20 definitely a correlation there in terms of how that
21 could interact.

22 Q. In response to Mr. Pringle's question about
23 the impact of Schedule 11 fees due to hitting a monthly
24 peak, is it true that assuming that the Company did that
25 that it wouldn't see the benefits of doing that until

1 the next year?

2 A. Yeah, my understanding of how that calculation
3 works, Mr. Carlson is more of the expert there, but
4 there is a one-year lag in how the fees are recovered.
5 They look back at the prior year and then put the fees
6 on the following year.

7 Q. Would it be true to say that somewhat
8 regardless of what Evergy does with its demand response
9 events that if all other SPP customers drop their load,
10 then Evergy's load ratio share wouldn't change?

11 A. Yeah. If I understand again the calculation
12 correctly, you know, just by sheer math, if everybody
13 else's loads are changing and ours are changing, there's
14 a potential interaction there that could leave ours to
15 be the same. That would change from year to year, I
16 believe.

17 MR. HARDEN: All right. Thank you. I have no
18 further redirect.

19 JUDGE DIPPELL: Okay. Thank you.

20 MR. FISCHER: Judge --

21 JUDGE DIPPELL: Yes, Mr. Fischer.

22 MR. FISCHER: -- I don't mean to jump in here,
23 but I do have a reference for you for your question that
24 you asked where you could find the events in the record
25 and I wanted to clarify that with Mr. File before he

1 left the stand, if that's all right.

2 JUDGE DIPPELL: Yes, please.

3 FURTHER REDIRECT EXAMINATION BY MR. FISCHER:

4 Q. Mr. File, if you go to Schedule BF-S1 page 12
5 or 33 of your surrebuttal -- or of your rebuttal in the
6 MEEIA case.

7 JUDGE DIPPELL: I'm sorry. Which case was
8 that, Mr. Fischer?

9 MR. FISCHER: Well, it's the testimony that we
10 asked to be supplemented in the rebuttal in the motion,
11 and it's designated in this case as Schedule BF-S1.

12 JUDGE DIPPELL: Is that what I marked as
13 Exhibit 9?

14 MR. FISCHER: I believe that's right, yes.

15 BY MR. FISCHER:

16 Q. If you go to page 12 of 33 there, does that
17 have the events one through five that happened in 2019
18 for the residential program?

19 A. I'm making sure I'm in the same place with you
20 here. I don't have --

21 Q. First of all, it was originally paginated page
22 11.

23 A. Okay. I do have that marked where we show
24 event number one July 18, 2019, 4:00 to 6:00 p.m.
25 That's the part you're talking about?

1 Q. Yes, exactly. That was also on my opening
2 slide, I believe, those same dates.

3 A. Correct, correct.

4 Q. Then you also gave me information which was in
5 answer to the Judge's question I think yesterday about
6 the other events. Do you recall that memo? Do you have
7 that available to you? Would you -- go ahead. I'm
8 sorry.

9 A. About all of the events for the two-year
10 period?

11 Q. Yes.

12 A. I do have that available.

13 Q. Could you read that? I think those answer the
14 Judge's question.

15 JUDGE DIPPELL: Yes. Go ahead and read that
16 if you have it.

17 THE WITNESS: Sure. So for 2018, for the
18 programmable thermostat program we called events on June
19 28 from 4:00 to 6:00 p.m. and August 6 from 4:00 to 6:00
20 p.m., and for the DRI program, not including the test
21 event, we called in 2018 an event on June 28 from 3:00
22 to 6:00 p.m. and August 6 from 4:00 to 7:00 p.m. and
23 those were the 2018 calls. In 2019, we called the
24 programmable thermostat program on July 18 from 4:00 to
25 6:00 p.m., July 19 from 4:00 to 6:00 p.m., August 6 from

1 4:00 to 6:00 p.m., August 7 from 2:00 to 4:00 p.m.,
2 August 12 from 4:00 to 6:00 p.m. And those were the
3 five events for programmable thermostat in 2019. And on
4 DRI, we called a test event and two events. The event
5 on July 18 was from 2:00 to 5:00, and the event on
6 August 7, I may have not had this one down on the exact
7 dates, I apologize, or exact times. I believe that was
8 2:00 to 4:00 p.m., and that may have been adjusted based
9 on conditions at that time as I recall on that second
10 demand response event of 2019.

11 MR. FISCHER: Thank you, Mr. File. Does that
12 answer your question, Judge?

13 JUDGE DIPPELL: Most of it. I think I was
14 also asking about the conditions that surrounded those,
15 but that gets me part way there.

16 MR. FISCHER: Thank you for letting me jump
17 in.

18 JUDGE DIPPELL: I also wanted to clarify again
19 about the tariff sheets that you cited. So you cite the
20 tariff sheet for Evergy Metro as Sheet No. 2.09 which is
21 titled General Rules and Regulations Applying to
22 Electric Service Demand Response Incentive. And for
23 Evergy West you cite to 15.09. My very capable helpers
24 have looked it up and believe that for West it should be
25 Sheet No. R-86, and I would like, Mr. Fischer, if you

1 could verify that and if that is not the case then if
2 what's in the testimony is the correct, if you can
3 provide us a copy of that tariff sheet.

4 MR. FISCHER: I'm going to call on my team in
5 Kansas City to help me with that.

6 MR. CLIZER: Your Honor --

7 JUDGE DIPPELL: Yes. Mr. Clizer.

8 MR. CLIZER: -- I just want to make sure it's
9 clear that the test period for this prudence case has a
10 separate set of tariffs than what are currently in
11 effect.

12 JUDGE DIPPELL: Yes.

13 MR. CLIZER: Okay.

14 JUDGE DIPPELL: That the tariff sheets that
15 were in effect at the time are the ones that we are
16 interested in.

17 MR. CLIZER: Right. As I understand it, I
18 just want to make sure that I'm on the same page, do you
19 have those as Tariff Filing JE-2016-0151?

20 JUDGE DIPPELL: I'm afraid I don't have the
21 tariff filing number. I have actual pages from the
22 tariff.

23 MR. FISCHER: Judge, could we file that as a
24 late-filed exhibit? Would that be the way to do that?

25 JUDGE DIPPELL: For now unless we can get it

1 before the end of the hearing.

2 MR. FISCHER: Okay. Thank you.

3 JUDGE DIPPELL: I want to get that straight
4 before we end.

5 MR. STEINER: Judge, this is Roger Steiner.
6 So you think it should be R-86 for Sheet 209? I wasn't
7 clear.

8 JUDGE DIPPELL: No, I'm sorry, for the other
9 one, the one that's cited as 15.09.

10 MR. STEINER: That's the one that you think is
11 wrong?

12 JUDGE DIPPELL: Yes.

13 MR. STEINER: Okay. It will probably be a
14 late-filed exhibit because we'll have to look at the
15 tariffs that were in effect at this time. I don't have
16 those right now.

17 JUDGE DIPPELL: Okay. We'll keep track and
18 make sure we get it in.

19 MR. STEINER: Thank you.

20 JUDGE DIPPELL: All right. Now, were there
21 any additional cross-examination questions based on
22 Mr. File's reading of those event dates or our tariff
23 discussions? I'm just going to --

24 MR. PRINGLE: Nothing from Staff, Judge.

25 JUDGE DIPPELL: Okay. Thank you. All right.

1 Then I think that does conclude Mr. File's testimony for
2 now.

3 MR. FILE: Am I able to step down effectively?

4 JUDGE DIPPELL: You are able to step down; but
5 as I said, just in case the Commission has more
6 questions for you after we've heard from Ms. Mantle, I
7 would appreciate it if you could be available during the
8 hearing at a relatively short notice.

9 THE WITNESS: Yeah, for sure. Thanks for your
10 time. Appreciate it.

11 JUDGE DIPPELL: Thank you. Okay. I think on
12 that note we'll take a little break and come back then
13 with -- Was that the end of Evergy's witnesses? Yes.
14 Okay. So we'll take a little break and then return and
15 begin Staff's witnesses. So let's return at 3:35.
16 Let's go off the record.

17 (Off the record.)

18 JUDGE DIPPELL: We're back on the record after
19 our short break. And we are ready for Staff to call its
20 first witness.

21 MR. PRINGLE: Thank you, Judge. A few things
22 because of all the action that has gone down already
23 today. First I just want to draw everyone's attention
24 to what was premarked as Staff Exhibits 106C and 107P.
25 Due to the approval of the stipulation with the Sierra

1 Club and their excusal from this case, we won't be
2 entering either one of those into the record. They only
3 had to deal with those issues and they are done.

4 JUDGE DIPPELL: Okay. Thank you for that.
5 And then also Staff's first witness, Mr. Fortson, he was
6 here to testify and answer questions based on the first
7 three issues that were resolved this afternoon. Per
8 that, rather than putting him on the stand I would just
9 like to move to enter his direct and rebuttal into the
10 record which is 101C, 102P and 103.

11 JUDGE DIPPELL: I'm sorry. Those exhibits you
12 were moving to put in the record?

13 MR. PRINGLE: Yes. Yes, Judge.

14 JUDGE DIPPELL: That was all of Mr. Fortson's
15 testimony?

16 MR. PRINGLE: That is correct, yes. He was
17 here to take the stand for the issues that were resolved
18 this afternoon.

19 JUDGE DIPPELL: Okay. Hold on just one
20 second, please. Would there be any objection to
21 Exhibits 101 Confidential, 102 Public and 103?
22 Seeing none. I will admit those exhibits.

23 (STAFF EXHIBITS 101C, 102P AND 103 WERE
24 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

25 JUDGE DIPPELL: I was trying to check just to

1 make sure that there weren't still some Commission
2 questions for Mr. Fortson. I know his testimony was
3 basically on that other issue, but he is familiar with
4 some of the concepts, and so forth, that the Commission
5 was interested in, but I haven't heard that there are
6 still any questions remaining. So for now we can go
7 ahead if counsel agrees that they didn't have any
8 cross-examination and that his testimony all involved
9 the issues that have been settled. Is that -- Is there
10 any objection to moving on to the next witness?

11 MR. FISCHER: I think that would be a good
12 idea, Judge.

13 JUDGE DIPPELL: Okay. All right then. I'm
14 going to ask that Mr. Fortson still remain available in
15 case the Commission does still have some questions for
16 him. Let's go ahead and move on to the next Staff
17 witness.

18 MR. PRINGLE: Thank you, Judge. At this time,
19 Staff calls J Luebbert.

20 JUDGE DIPPELL: Mr. Luebbert, I see -- Are you
21 able to hear me?

22 THE WITNESS: I can. Can everybody hear me?

23 JUDGE DIPPELL: Yes.

24 THE WITNESS: Unfortunately I don't have the
25 ability to -- I don't have a web cam. So I just have to

1 be audio.

2 JUDGE DIPPELL: Okay. We can handle that.
3 Please raise your right hand.

4 (Witness sworn.)

5 JUDGE DIPPELL: All right. You can go ahead
6 with your preliminary questions, Mr. Pringle.

7 MR. PRINGLE: Thank you, Judge.

8 J LUEBBERT,
9 called as a witness on behalf of the Staff, being sworn,
10 testified as follows:

11 DIRECT EXAMINATION BY MR. PRINGLE:

12 Q. Good afternoon, Mr. Luebbert.

13 A. Good afternoon.

14 Q. Please state and spell your name for the court
15 reporter.

16 A. J Luebbert, L-u-e-b-b-e-r-t.

17 Q. By whom are you employed and in what capacity?

18 A. I'm associate engineer for the Missouri Public
19 Service Commission.

20 Q. Did you cause to be prepared the surrebuttal
21 testimony of J Luebbert which has been premarked as
22 Exhibits 104C and 105P?

23 A. Yes, I did.

24 Q. Do you have any additions or corrections you
25 need to make to your surrebuttal testimony?

1 A. I do not.

2 Q. If I were to ask you the questions contained
3 in Exhibits 104C and 105P, would your answers be the
4 same today as those contained herein?

5 A. Yes.

6 Q. Are these answers true and connect to the best
7 of your knowledge and belief?

8 A. Yes.

9 MR. PRINGLE: Thank you, Mr. Luebbert. At
10 this time, I move to enter Staff Exhibits 104C and 105P
11 into the record.

12 JUDGE DIPPELL: Would there be any objection
13 to Exhibit 104, which is a confidential exhibit, and
14 Exhibit 105, which is the public version of that exhibit
15 surrebuttal testimony of J Luebbert? I see no objection
16 so I will enter those into the record.

17 (STAFF'S EXHIBITS 104C AND 105P WERE RECEIVED
18 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

19 MR. PRINGLE: Thank you, Judge. And at this
20 time I tender Mr. Luebbert for cross-examination.

21 JUDGE DIPPELL: All right. Do we have any
22 cross-examination from Public Counsel?

23 MR. CLIZER: No. Thank you, Your Honor.

24 JUDGE DIPPELL: Everygy?

25 MR. HARDEN: Yes. Thank you, Your Honor.

1 CROSS-EXAMINATION BY MR. HARDEN:

2 Q. Good afternoon, Mr. Luebbert. How are you?

3 A. I'm doing well all things considered. This is
4 a strange environment, but I think I'm doing all right.

5 Q. I'm with you 100 percent. So my name is
6 Joshua Harden. I'm legal counsel for the Company. I've
7 got a couple of questions here for you. Starting off,
8 would you agree that your recommended disallowance or
9 disallowances based on the day-ahead locational -- the
10 day-ahead LMPs and the Schedule 11 fees that those are a
11 kind of energy savings that would pass through the fuel
12 adjustment clause?

13 A. Had the savings been realized, yes.

14 Q. Okay. Would you agree that under the cost-
15 effectiveness test or standard, which we understand that
16 you take issue with in this case, but under that
17 standard would you agree that Evergy's implementation of
18 its MEEIA programs has been a success?

19 A. Can you point me to the cost-effectiveness
20 standard that you're talking about?

21 Q. Well, let me ask you. Maybe. If you look on
22 -- This is what I can do is point you to page 5 of Brian
23 File's rebuttal testimony where he talks about the
24 Company's performance under the cost-effectiveness test.
25 And I guess I could kind of rephrase the question to ask

1 if you agree with that testimony that under that
2 standard the Company has been successful?

3 A. So just so I'm clear, and you're going to have
4 to bear with me because --

5 Q. No problem.

6 A. -- this has gotten confusing at this point.
7 Are we talking about the rebuttal testimony in this case
8 or the rebuttal testimony in the MEEIA case?

9 Q. That's a really good point. I think I'm
10 talking about the rebuttal testimony in this case.

11 A. Okay. And you said page 5, correct?

12 Q. Let me check. Right, right. Yeah, the
13 question there on page 5 the Q&A was, was Evergy
14 successful in achieving the desired objectives that
15 formed and guided the design of the demand response
16 programs. Do you have a disagreement with under that
17 cost-effectiveness test that Mr. File describes that the
18 Company was successful?

19 A. I would say that the cost-effectiveness
20 support that he's referring to there relies on an
21 assumed avoided capacity cost value that has not been
22 realized.

23 Q. Sure.

24 A. And part of that is due to the implementation
25 of the program.

1 Q. Okay. I'm going to start off kind of basic
2 and build up. I hope you don't mind that. Just a
3 couple sort of a preliminary thing. Would you agree
4 that, for example, the cost of Evergy's programmable
5 thermostat program is not recovered through its fuel
6 adjustment clause mechanism?

7 A. The cost of the programmable thermostat
8 program is not recovered through the FAC, correct.

9 Q. Right. And would you agree that the MEEIA
10 demand response programs, and again this is a basic
11 question, I apologize, but do you agree that the MEEIA
12 demand response programs can be designed in different
13 ways with different incentive structures, notice
14 requirements, level of curtailment as examples?

15 A. Yes.

16 Q. Okay. And do you agree that the MEEIA
17 programs are capable of being designed in ways that
18 prioritize certain objectives, for example, avoided cost
19 of capacity or reliability or energy savings?

20 A. Yes.

21 Q. Okay. Now, on page 8 of your surrebuttal
22 testimony starting on line 6, you provide Evergy
23 decision makers have not fulfilled their responsibility
24 to derive tangible financial benefits that mirror the
25 claimed avoided capacity costs. Did I read your

1 testimony correctly there?

2 A. You're going to have to give me a second to
3 get there.

4 Q. Absolutely. Take your time.

5 A. Which surrebuttal testimony and which page and
6 which line?

7 Q. This would be your surrebuttal testimony in
8 this case, I believe, and it's on page 8.

9 A. Okay. I've got the document. Give me a
10 minute to get there.

11 Q. Yeah, no problem.

12 A. What line specifically?

13 Q. That's a good question, because I don't have
14 it.

15 MR. HARDEN: Sorry, Judge. I should have had
16 the line ready.

17 THE WITNESS: That's all right.

18 JUDGE DIPPELL: Take your time.

19 BY MR. HARDEN:

20 Q. Well, you know what, instead of doing this,
21 let me kind of skip to the point here. Okay. So do the
22 LMP, your recommended disallowance are based upon sort
23 of arbitrage in that the day-ahead LMPs and the
24 reduction in Schedule 11 SPP fees. Okay. Do those
25 disallowances mirror or equal the avoided capacity cost

1 value?

2 A. Just to be very clear in my answer, I don't
3 recommend any disallowance as it relates to the FAC
4 prudence review which is this case. My recommended
5 disallowances are more accurately reflected or more
6 appropriate for the EO-2020-0227 case which is where I
7 recommended those disallowances.

8 Q. Okay.

9 A. Sorry. Can you ask the question again then?

10 Q. Yeah. Well, I'm trying to think of a way. So
11 what I'm trying to get at here is in one point of your
12 testimony it says that it calls for the Company to find
13 tangible financial benefits for the customers that
14 mirror what the Company's claimed avoided capacity cost
15 values are. Subject to check, can you -- would you
16 agree that that's your basic position?

17 A. What I stated, and I think I found the point
18 that you're looking for, is that the Evergy decision
19 makers have not fulfilled their responsibility to derive
20 those tangible financial benefits that mirror the
21 claimed avoided capacity cost, yes.

22 Q. Gotcha. Yes. Okay. So your position is they
23 have not done that, but for -- you believe that there
24 should be a disallowance of -- huge amount of echo all
25 of a sudden.

1 A. Yeah, I got that on my end too.

2 Q. Sorry. -- that there should be a day-ahead --
3 that there should be a disallowance for day-ahead LMP
4 prices and a reduction in Schedule 11 SPP fees?

5 A. What I've identified within the context of the
6 MEEIA case are areas that Evergy failed to even attempt
7 to derive benefits that they could have by implementing
8 their demand response programs and the failure to
9 attempt to achieve those benefits was imprudent.

10 Q. Gotcha. So let me ask you, do you disagree
11 that the primary design objective of Evergy's MEEIA
12 programs was to reduce annual system wide peak load?

13 A. The objective -- The way I read the tariff the
14 objective is to decrease system peak load, but I don't
15 know that the annual system peak load is the only
16 objective that that program was designed for but it
17 appears that that was the only objective that was sought
18 to potentially achieve, and whether or not that was
19 achieved or not I'm still not in total agreement on.

20 Q. Okay. Please correct me if I'm wrong. It
21 doesn't sound like you were disagreeing that it was
22 Evergy's primary design objective of those programs. I
23 don't want to obviously put words in your mouth. Is
24 that incorrect?

25 A. I would say that is what Mr. File has stated

1 as the primary objective in his testimony.

2 Q. Okay. Thank you. Let me ask you, so you in
3 numerous places, kind of a theme behind your testimony,
4 is that the Company should have sought and did not and
5 did not receive, quote, tangible financial benefits for
6 customers. Can you provide how quickly customers under
7 this standard must recognize tangible financial benefits
8 in your opinion?

9 A. Yeah. That's a good question I'm glad you've
10 asked. The issue that I've taken with these programs,
11 specifically the demand response programs, is that
12 they're only approved or they're only -- the measured
13 lives are only for the period of time that the cycle is
14 approved for. So in this case for Cycle 2, 2018 and
15 2019 is the only period, and that's the period that's
16 subject to the MEEIA prudence review, is the only period
17 that those programs are going to achieve demand
18 reductions. And in this case Evergy failed to derive
19 those benefits for customers within that time period and
20 that's why I've recommended the disallowance.

21 Q. Sorry. So is the answer one year? I mean,
22 they're approved every year, right?

23 A. Can you -- I guess can you clarify that? You
24 said they're approved every year. What do you mean by
25 that?

1 Q. Well, so everytime that there's a MEEIA cycle,
2 and maybe it's not every year, maybe it's longer than
3 that, I honestly don't know, how often are the MEEIA
4 programs approved?

5 A. So far my recollection is that it's been for
6 the most part three-year cycles and there's been some
7 exception in there.

8 Q. Okay. So it's your position that in order for
9 there to -- that customers must receive tangible
10 financial benefits within that three-year period?

11 A. I think my response would be that if customers
12 don't receive tangible financial benefits from demand
13 response programs within that time period that they
14 never will absent additional payments in subsequent
15 cycles and therefore those benefits can't really be
16 attributed to this period.

17 Q. Okay. Would you disagree that a reduction in
18 annual system peak loads may provide customers with
19 benefits into the future beyond three years; is that
20 accurate?

21 A. Can you restate that?

22 Q. Sure, sure. So do you disagree that a
23 reduction in annual system peak loads may provide
24 customers with benefits in the future more than three
25 years, more than three years into the future? Does that

1 make sense?

2 A. Well, I guess I'll say this that Mr. File
3 makes a valid point that if Evergy were to reduce its
4 system peak load, it's annual system peak load, that it
5 would provide some benefit to ratepayers that are based
6 upon their reduction in that month's reduced peak for
7 the SPP Schedule 11 fees.

8 Q. Okay.

9 A. But as to the capacity need, customers are not
10 saving the cost to build supply side generation to meet
11 SPP resource adequacy needs.

12 Q. Is Staff's position that Evergy has not in any
13 way at all reduced costs of day-ahead LMP or Schedule 11
14 SPP fees through the implementation of its MEEIA
15 programs to date somewhat regardless of how lacking you
16 think that implementation may be?

17 A. I have not made any claims regarding the other
18 MEEIA programs in this case other than the demand
19 response programs. So I guess to answer your question,
20 I think it is fair to say that the other programs aside
21 from the demand response programs may have had some of
22 those effects.

23 Q. Would you agree that capacity is not built
24 evenly every year; that some years there's more capacity
25 built than other years?

1 A. I'd say yes, historically capacity additions
2 of supply side resources have tended to be, I think the
3 term that's used most frequently is lumpy additions.

4 Q. Now, on page -- you know what. I'm not even
5 going to go on the DR issue, because that requires too
6 much referring back to the testimony. Well, on page 11
7 of your surrebuttal testimony you refer to a customer's
8 ability to override an event if they don't like it, they
9 don't like the temperature. Is that accurate? I
10 believe I'm referring to page 11 of your surrebuttal
11 testimony in this case.

12 A. Give me just a moment to get there.

13 Q. Yeah, you bet.

14 A. You said page 11?

15 Q. Yeah, line 6 it looks like. You just point to
16 the fact that a customer can override?

17 A. Is that in this case or the other one? I'm
18 not seeing --

19 Q. You know what. You're right, you're right.
20 You're 100 percent right. It's in the other one. So
21 it's Schedule JL-S5, yeah.

22 A. Okay. You said line 6?

23 Q. Yes.

24 A. Yes.

25 Q. Okay.

1 A. What's your question?

2 Q. First that I accurately identify your
3 testimony.

4 A. I apologize. I realize that it gets confusing
5 going back and forth between the two. I'm trying to be
6 really cognizant of that fact.

7 Q. I appreciate it. So would you agree that
8 calling -- Would you agree that calling of additional DR
9 events could, in fact, affect customer behavior, for
10 example, their inclination to override an event?

11 A. It could.

12 Q. Okay. So kind of by logical extension, would
13 you agree that calling additional DR events could affect
14 customer behavior in a manner that makes it more
15 difficult for the Company to reduce annual system wide
16 peak load?

17 A. Can you repeat that? I apologize.

18 Q. Sure. Would you agree that calling additional
19 DR events could affect customer behavior in a manner
20 that makes it more difficult for the Company to reduce
21 annual system wide peak load?

22 A. It's possible, but I haven't seen evidence
23 that shows that that is actually the case in Evergy's
24 service territory.

25 Q. The Company's witness Mr. File provides a

1 chart on page 13 of his rebuttal testimony in this case.
2 It's identified as Figure F1 which purports to show the
3 demand response value comparison between a single DR
4 event and multiple events. Are you familiar with that
5 chart?

6 A. If you'll give me a moment to just -- to get
7 there, I'd be happy to answer your question. Could you
8 give me the page number again?

9 Q. Yes. Page 13.

10 A. Page 13.

11 Q. I think it was also in Mr. Fischer's opening
12 as well.

13 A. Okay. I'm there.

14 Q. Okay. So you're familiar with that chart;
15 you've seen it in his testimony before?

16 A. Yes.

17 Q. Okay. Now, I understand you take issue again
18 with the cost effectiveness as a measuring yardstick,
19 but do you agree with the idea that demand response
20 events are subject to the law of diminishing returns?

21 A. Do I agree that demand response events are
22 subject to the law of diminishing returns?

23 Q. Yeah.

24 A. Can you be more specific on what those returns
25 might be?

1 Q. Sure. The more demand response events that
2 you call, the less impact that they have. Would you
3 agree with that statement?

4 A. I don't think that this chart demonstrates
5 that.

6 Q. Okay. Would you agree with the statement
7 absent the chart?

8 A. That the more events you call that the impact
9 is minimized?

10 Q. Yes.

11 A. I think my answer previously was it might be.
12 It may not be as well.

13 Q. Do you have any experience in predicting
14 day-ahead locational marginal prices?

15 A. I do not.

16 Q. Would you agree with Evergy's witness Mr. File
17 that it is easier to identify the annual system peaks
18 with greater accuracy than to identify monthly system
19 peaks?

20 A. I don't think the difficulty of a task
21 precludes the Company from attempting to achieve the
22 outcome.

23 Q. Okay. So do you believe that it's more
24 difficult or not the same level of difficulty or less
25 difficult?

1 A. I think that Evergy employs a number of people
2 whose job is to predict the Company's load on a given
3 day and that Evergy has at its disposal not only the
4 data but the institutional knowledge that it could use
5 to attempt to do so.

6 Q. Do you have any experience in predicting
7 either monthly or annual peak load?

8 A. No, I do not.

9 Q. Do you agree that day-ahead LMP prices can be
10 affected by entirely unforeseen events unrelated to
11 weather like transmission outages?

12 A. Yes. I guess I would also note that the
13 economic benefit of calling demand response events to
14 have an economic benefit from looking at those day-ahead
15 prices was something that was mentioned by Mr. File.

16 Q. Okay. We will go back to the data response.
17 And I think that you bring that up on page 3 of your
18 surrebuttal testimony you point to the data response
19 from Company that identifies day-ahead LMPs and Schedule
20 11 fees as an economic incentive to call demand response
21 events; is that correct?

22 A. What page did you say? I'm sorry.

23 Q. Page 3. Not in this case.

24 JUDGE DIPPELL: Just to clarify which
25 testimony that is.

1 MR. HARDEN: It's surrebuttal testimony I
2 believe in this case.

3 THE WITNESS: So I think just taking a glance
4 at it it may be the other case if it's page 3.

5 MR. HARDEN: Thank you.

6 THE WITNESS: So it would be the 0227
7 surrebuttal that I wrote.

8 BY MR. HARDEN:

9 Q. You infer from that data response that the
10 Company knew of such economic incentives from additional
11 DR events but simply failed to call such DR events
12 despite an economic incentive to do so; is that correct?

13 A. You mentioned that I inferred something. Is
14 there something specific that you're looking at on that
15 page?

16 Q. Well, no. I think you just made the exact
17 same inference a couple minutes ago that the Company had
18 -- And if you don't make that inference, I mean, let me
19 know.

20 A. I guess can you repeat it then?

21 Q. Sure. You infer from this data response that
22 the Company knew of such economic incentives from
23 additional DR events but simply failed to call such DR
24 events despite having that economic incentive to do so?

25 A. So what I -- Specifically what I stated is

1 that the Company recognized the event, or the potential
2 for those economic incentives, and then failed to even
3 attempt to achieve those benefits.

4 Q. Is it possible that the Company identified
5 benefits which were incidental to the calling of demand
6 response but didn't intend to suggest that its
7 management of those DR events be driven by such
8 incidental benefits?

9 A. I'll have to ask you to repeat that again.

10 Q. Sure. Is it possible that the Company
11 identified the benefits, those benefits which were
12 incidental to the calling of demand response events, but
13 did not intend to suggest that the management of those
14 DR events would be derive by those incidental benefits?

15 A. Yes, it's possible.

16 Q. Thank you. Now, you determined the specific
17 opportunities, I'm using your words there, upon which
18 you calculated your recommended disallowance by looking
19 at historical day-ahead LMP market data and historical
20 SPP Schedule 11 fees; is that correct?

21 A. Can you restate that?

22 Q. Sure. You determined the specific
23 opportunities upon which you calculated your recommended
24 disallowance by looking at historical day-ahead LMP
25 market data and historical SPP Schedule 11 fees; is that

1 correct?

2 A. I estimated the impact of the failure to
3 attempt to achieve those benefits.

4 Q. Based upon that historical data and those
5 historical Schedule 11 fees; is that correct?

6 A. Again, the impact or the impact estimate was
7 based on historical data, but the decision not to
8 attempt to achieve those benefits did not look at
9 historical data.

10 Q. Gotcha. So I understand that you're not a
11 lawyer, but I want to read you Section 393.1075.3 which
12 is a MEEIA statute. It shall be the policy of the state
13 to value demand-side investment equal to traditional
14 investments in supply and delivery infrastructure and
15 allow recovery of all reasonable and prudent costs of
16 delivering cost-effective demand-side programs. Subject
17 to check, did I get that statutory language right?

18 A. Yes. Subject to check, it sounds similar to
19 what's there.

20 Q. Okay. So in Case No. EO-2015-0240 and 0241,
21 the Commission approved a Unanimous Stipulation and
22 Agreement between the parties, including Staff as a
23 signatory; is that correct?

24 A. Yes.

25 Q. Okay. And in the Report and Order that came

1 out of that case 0240 and 0241, the Commission provided
2 on page 12, and I believe that this was sent around the
3 other day, so I hope you have a copy of it, in the
4 surrebuttal.

5 A. If you give me a moment, I can pull it up.
6 This is the Report and Order?

7 Q. Yes.

8 A. Okay. And this is -- I think the file name
9 was Report and Order 3-2-2016; is that right?

10 Q. I'm not sure. I'm looking at --

11 A. Let me open it and I'll see if the title is
12 the same as what you're looking at.

13 Q. Sure.

14 JUDGE DIPPELL: What is the title of the one
15 you're looking at, Mr. Harden?

16 MR. HARDEN: I'm actually not looking at it.
17 I just wrote that in my notes. I'm sorry. It's the
18 Report and Order from that case.

19 JUDGE DIPPELL: And which case again?

20 MR. HARDEN: EO-2015-0240, 0241.

21 JUDGE DIPPELL: Okay. Just wanted to double
22 check.

23 BY MR. HARDEN:

24 Q. And subject to check, I can read the paragraph
25 that I'm interested in which is --

1 A. Okay. I think I've got it. Give me the page
2 number.

3 Q. 13. It reads the amended MEEIA plan also
4 provides an important collaborative process to address
5 new and underserved customer markets and to identify
6 cost-effective energy and demand savings to achieve
7 possible 200 gigawatts of additional savings programs
8 here 2017, 2018. Did I read that correctly?

9 A. I believe so.

10 Q. Now, as part of that Report and Order, the
11 Commission approved this Stipulation and Agreement which
12 has also been provided. And on page 2 of that
13 Stipulation and Agreement, I believe it's under Section
14 3, it provides -- well, there's disagreement among the
15 signatories on how the plan costs and benefits should be
16 determined. The signatories agree that the plan is
17 expected to provide benefits to all customers, including
18 customers who did not participate in the programs. Did
19 I read that correctly?

20 A. I believe so, yes.

21 Q. Okay. This expectation, which is articulated
22 in the Stipulation and Agreement, was based upon those
23 programs being cost effective as defined by and
24 calculated pursuant to the MEEIA rules; is that correct?

25 A. So that expectation my understanding is based

1 on an expected avoided capacity cost that was provided
2 by Evergy within that case.

3 Q. Okay.

4 A. Whether or not that avoided capacity cost was
5 ever subsequently realized by ratepayers is another
6 question entirely.

7 Q. Okay. Can you point to any transcript or
8 proceeding or discussion where the expectation
9 articulated in Section 3 of that Unanimous Stipulation
10 and Agreement was defined as tangible financial benefits
11 as opposed to cost effective?

12 A. Where the expectation as stated in this
13 document was stated as a financial -- a tangible
14 financial benefit?

15 Q. Right.

16 A. I'm not aware.

17 Q. Okay. Do you know of any statute, rule or
18 Commission order that sets forth a definition of
19 tangible financial benefit?

20 A. I'm not certain.

21 Q. Okay. Do you know of any statute, rule or
22 Commission order that sets out tangible financial
23 benefit as the standard by which the MEEIA program or
24 its management should be assessed?

25 MR. CLIZER: Your Honor, this is Clizer with

1 the OPC, I'm hesitated to do this, but I'd kind of like
2 to object at this point because I do not see the
3 relevance of this line of questioning as it's been going
4 on for awhile in relationship to the FAC case. This
5 seems to be predominantly geared towards the prudence of
6 the MEEIA program at this point and seems to have been
7 that way for awhile. How is this related to the FAC?

8 JUDGE DIPPELL: Mr. Harden, would you like to
9 respond?

10 MR. HARDEN: Sure. At the very beginning, and
11 I will also give everybody a little bit of good news
12 that I'm done with my cross-examination and that was it.
13 But --

14 JUDGE DIPPELL: Go ahead with your answer,
15 please.

16 MR. HARDEN: Okay. The very first question
17 that I asked all of these are based upon the assessment
18 that by the failure of Evergy to attempt to maximize
19 day-ahead locational marginal price cost, as well as
20 Schedule 11 SPP fees that those are energy -- that those
21 would be energy savings. Energy savings I'm assuming,
22 you know, so all of them relate back to the FAC to the
23 degree that Mr. Luebbert said on question number one
24 that all of those would flow through the FAC mechanism.
25 That's the best I've got.

1 JUDGE DIPPELL: Okay. I will overrule the
2 objection and allow it. Do we have a pending question
3 or had he already answered your question?

4 MR. HARDEN: He has. Thank you very much,
5 Mr. Luebbert.

6 THE WITNESS: Thank you.

7 JUDGE DIPPELL: Okay. Are there any
8 Commissioner questions before I begin on the compilation
9 of questions I have?

10 MR. CLIZER: Your Honor, the OPC would like to
11 do cross.

12 JUDGE DIPPELL: I'm sorry. I had you in the
13 wrong order.

14 MR. CLIZER: Oh, wait. No, you're right. I
15 apologize. I forewent my cross. I don't know what I'm
16 saying. I thought the order was wrong too. I
17 apologize. That's my mistake.

18 JUDGE DIPPELL: Okay. It's all right. It's
19 getting to be late on a long day. So if we're back, I
20 didn't see any Commissioner questions. I do have a
21 list. Go ahead. Mr. Harden, did you have something?

22 MR. HARDEN: I'm sorry. We were under the
23 impression that OPC had waived cross.

24 JUDGE DIPPELL: They did, they did.

25 MR. HARDEN: What's happening now?

1 JUDGE DIPPELL: Right now I'm going to ask
2 some questions --

3 MR. HARDEN: Okay, I gotcha.

4 JUDGE DIPPELL: -- on behalf of the
5 Commission.

6 MR. HARDEN: Thank you.

7 JUDGE DIPPELL: All right. So let me get
8 myself gathered up here.

9 QUESTIONS BY JUDGE DIPPELL:

10 Q. Mr. Luebbert, I apologize if any of this gets
11 repetitive or no longer applicable, but let me just
12 start. Mr. Harden pointed you to originally, and we got
13 kind of sidetracked, to page 3 of your surrebuttal
14 testimony in this case where you say on line 15 while
15 some of the potential benefits that Evergy failed to
16 attempt to achieve would have flowed back to customers
17 through the respective Company's fuel adjustment clause
18 the decisions or lack thereof in some instances were the
19 result of Evergy's implementation of the MEEIA programs
20 and it goes on. But by that original part of that
21 statement you're saying that some of these benefits that
22 might have accrued if they had made the full -- if
23 they'd maximized the capacity of the DR program, those
24 are costs that would flow through the FAC, correct?

25 A. I'm sorry. You mentioned maximizing the

1 capacity of the DR programs. Can you --

2 Q. Well, if they had -- I'm sorry. If they had
3 -- If Evergy had made all the potential calls that it
4 could have instead of just the ones that it did, there
5 may have been -- the Commission may find that there were
6 benefits that could have flowed back through the FAC,
7 those would have been costs that would have gone through
8 the FAC?

9 A. Yes.

10 Q. Okay. I'm sorry if I butchered that.

11 A. No, that's fine. If I can clarify. My
12 recommendation to include these disallowances within the
13 context of a MEEIA prudence review is partially because
14 the demand response program costs are recovered through
15 the DSIM and the programs are implemented imprudently,
16 and so therefore I would say an adjustment is more
17 appropriate through the DSIM than through the fuel
18 adjustment clause.

19 Q. Okay. Thank you. I'm reviewing my questions
20 here. So bear with me on the silence. Okay. So were
21 you present, were you listening to Mr. Carlson's
22 testimony?

23 A. I was.

24 Q. And did you hear him discussing possible ways
25 to calculate if the Commission should find Evergy's

1 actions imprudent possible ways to calculate that
2 imprudence? Were you hearing that?

3 A. I was listening. If you could refresh me on
4 what he said, I would much appreciate it.

5 Q. Well, he talked about some averages. He
6 talked about looking at the calls that were made.

7 A. Yeah, I do recall that and I guess -- sorry.
8 I'll let you ask your question.

9 Q. Well, I'm not wanting you to go back and look
10 at hindsight. We're not wanting to do that. We're
11 trying to get an idea of how to calculate the amount of
12 the imprudence and what method should be used to do
13 that. So if the Commission determines that it was
14 imprudent for Evergy not to use the demand response
15 programs to the maximum amount of their design
16 capability, what method would you recommend the
17 Commission use and what would that calculation be?

18 A. I would recommend that the Commission -- I
19 guess first and foremost I would recommend that the
20 Commission make that finding within the context of a
21 MEEIA prudence review, and then after that I provided an
22 estimation for those costs.

23 Q. Okay. And just can you give me a short recap
24 of your method that you used in that calculation?

25 A. Yes, I can. If you'll give me just a moment,

1 I'm sure you've had similar experiences but I just got
2 booted from my remote desktop. So if you'll give me a
3 moment to get back on, I will try to give you the
4 thousand foot view.

5 Q. That would be great. And take your time and I
6 will try to gather myself up as well. For those that
7 aren't aware, the Commission has remote desktop that it
8 uses for its employees to work remotely and every now
9 and then we get kicked off of it. So I'm sure
10 Mr. Luebbert was trying to find documents through his
11 work computer.

12 A. Okay. I'm guessing when you're asking about
13 the estimation you'd be asking about the estimation of
14 those costs that have been raised within the context of
15 this case only, correct?

16 Q. Correct. Well, I mean, I'm most interested in
17 the context of this case. I'm not interested in the
18 context of the MEEIA case, if that's -- I understand
19 they might have some crossover. Did that clarify or did
20 that make it worse?

21 A. It clarifies but only to a certain extent.

22 Q. Well, give me your answer as related to the
23 first half of that as it's related to this case.

24 A. Okay. So I guess I would --

25 Q. Are you still there?

1 A. Yeah, I'm here. I'm trying to get my workbook
2 to open and it's not cooperating very well.

3 Q. That's fine.

4 A. I had just gotten booted again from remote
5 desktop.

6 Q. Well, let's move on. Let's move on from that
7 one. Let me just ask you some basic questions and maybe
8 this will answer it along the way.

9 A. Okay.

10 Q. First, when does peak demand normally occur?

11 A. It depends on the time period in which you're
12 looking. So a system can peak on a daily basis, it can
13 peak on a weekly basis, a monthly basis and even an
14 annual basis.

15 Q. And what factors should the Company be looking
16 at in projecting or forecasting that peak demand?

17 A. What factors should they be looking at to
18 forecast that peak demand?

19 Q. Yes.

20 A. There are a few kind of off the top of my
21 head, but the points that Mr. Carlson made regarding how
22 a peak is forecasted seem reasonable to me. And if you
23 would like more detail than that, I can certainly give
24 you more.

25 Q. That's fine. And along with that then, what

1 factors should be considered in deciding when to make
2 the curtailment call?

3 A. So in my view, Evergy should be optimizing the
4 benefits that it can derive from the implementation of
5 the demand response programs to financially benefit its
6 ratepayers and maximize those financial benefits.

7 Q. Okay. So this is worded a little awkwardly
8 but I'm going to give it a try. Power purchased when
9 usage needs exceed Company generation is purchased
10 power, correct?

11 A. Can you repeat that?

12 Q. Yeah. Power purchased when usage needs exceed
13 the Company generation is purchased power, correct?

14 A. That is my understanding, yes.

15 Q. During peak demand, power prices are generally
16 higher; is that correct?

17 A. I'd say that's a fair representation, yes.

18 Q. So when a utility's power needs exceed its
19 generation during peak demand period, a utility with a
20 demand response program can call an event and thereby
21 reduce the amount of expensive power it must buy,
22 correct?

23 A. I believe so. So I guess can I clarify,
24 because I think part of this needs to be caveated with
25 the fact that on a daily basis Evergy is both selling

1 all of its generation into the SPP and purchasing all of
2 the energy necessary to meet its load back. So to the
3 extent there was a netting there, then I think my
4 answers are still in line.

5 Q. Okay. Thank you for that clarification. So
6 Evergy's demand response programs that allow it to call
7 an event in which it will cycle participating customers'
8 air-conditioning units temporarily to reduce demand
9 during peak periods would in that regard allow it, if
10 there's a net difference like you're talking about,
11 reduce its purchased power costs?

12 A. All else being equal, yes, I believe so.

13 Q. And do you agree with Ms. Mantle's opinion
14 that Evergy should have called more curtailment events?

15 A. Given the design or the -- sorry. Let me stop
16 and rephrase that. Given the way that the incentive
17 structure was designed by Evergy, yes, they should have
18 called more demand response events than they did.

19 Q. And did you hear the dates of the events that
20 Mr. File testified to earlier?

21 A. I did.

22 Q. Do you have any disagreement with those dates?
23 Does that sound like the dates that you were familiar
24 with?

25 A. Well, and this probably goes back to my

1 testimony in the MEEIA prudence review case, there's
2 some confusion around those dates. First, I know I
3 filed testimony in that case which stated that it was
4 unclear whether or not they had met that threshold
5 because there was some information that was provided to
6 the EM&V evaluators that differed from the dates that
7 Mr. File has provided and then there was also some data
8 requests from a previous case which may not have been
9 updated to reflect additional events that would have
10 been called. So I guess the answer is I'm not certain
11 at this point.

12 Q. Okay. That's fair enough. Do you have any
13 knowledge of what the particular conditions were like
14 temperature, weather, that kind of things happening in
15 the market for those days that events were called; is
16 that the kind of thing that you've looked at?

17 A. No. I'll say I don't, but I will say that
18 it's concerning to me and to Staff that that type of
19 information isn't readily available for the Company to
20 be able to explain. You know, they're operating
21 programs with budgets of millions of dollars, and the
22 fact that they don't have a protocol in place to say
23 this is when we will call something is pretty deeply
24 concerning.

25 Q. Do you have additional dates that you believe

1 Everygy should have made calls?

2 A. I believe Everygy should have utilized the
3 information that it had in the institutional knowledge
4 of its employees to attempt to maximize the benefits
5 from calling events. I will not sit here and tell you
6 that I could predict based off the information available
7 to me what those dates would have been.

8 JUDGE DIPPELL: Okay. All right. I think
9 that may be all of my questions. Let me look really
10 quick and make sure I didn't miss some.

11 BY JUDGE DIPPELL:

12 Q. Oh, just another kind of general question.
13 Can a utility company have or design a demand response
14 program independent of an approved MEEIA program?

15 A. Yes, and Everygy prior to getting I believe
16 getting Cycle 2 approved did operate a program, I
17 believe it was called Empower which was a curtailment
18 program which was outside of the scope of a MEEIA
19 program.

20 Q. And what benefits do you see that the Company
21 has to design a program within a MEEIA program rather
22 than offering it as an independent one?

23 A. First and foremost, they get to recover the
24 costs of that program very quickly through the approval
25 of a demand-side investment mechanism. Second most or

1 secondly they get a sizable earnings or chance at a
2 sizable earnings opportunity through the approval of the
3 program. I don't believe they would have that same
4 structure in place outside of a MEEIA.

5 Q. Okay. I apologize for skipping around, but
6 I've got just a couple more. You may recall the Company
7 witness Mr. File asking about -- or was asked about the
8 number of demand response events called. Can you
9 determine or recall if the number of five events was the
10 necessary number to meet the cost effectiveness of one
11 for the program? Did that make sense?

12 A. I would say that Evergy had the ability to
13 derive more benefits for its ratepayers by calling more
14 events with an attempt to target certain time periods
15 and failed to do so. And by deriving additional
16 benefits, it would have made the program if nothing else
17 more cost effective.

18 Q. Okay. If the number of events was increased
19 to more than five, then would -- you're saying that the
20 demand response program would have -- would it have an
21 even greater cost-effectiveness factor?

22 A. The way that -- sorry. I apologize. I'm
23 going to kind of explain this more fully. The way that
24 Evergy designed the programs resulted in a large portion
25 of the cost of the program to be paid out up front with

1 minimal additional cost to call events for the demand
2 response incentive program to be paid to those customers
3 that achieved savings during an event and little, if
4 any, incremental cost to call additional events for the
5 thermostat program. So to the extent that you could
6 call more events at little to no cost and achieve
7 additional financial benefits for your ratepayers, it
8 would be more cost effective.

9 JUDGE DIPPELL: Okay. I think that's all the
10 questions I have. We are coming up on five o'clock
11 pretty quickly. So I'm going to ask the attorneys just
12 how much more they think they have for Mr. Luebbert.
13 Will there be substantial further cross-examination from
14 Public Counsel?

15 MR. CLIZER: I have what I hope to be a rather
16 small amount. I genuinely hope that I can get it done
17 fairly quickly.

18 JUDGE DIPPELL: Every, what's your estimate?

19 MR. HARDEN: Very little.

20 JUDGE DIPPELL: Okay. Will there be
21 substantial redirect from Staff?

22 MR. PRINGLE: I wouldn't say substantial. It
23 will be -- I think it will be shorter than the line of
24 questioning so far, but I do have a few redirect
25 questions.

1 JUDGE DIPPELL: Okay. Well, let's go ahead
2 then with -- I was debating about taking a break and
3 reconvening but it's getting late and we're all getting
4 tired. So let's get as much done as we can and then
5 break for the day. So let's go ahead with further
6 cross-examination from Public Counsel.

7 MR. CLIZER: Thank you, Your Honor.

8 FURTHER CROSS-EXAMINATION BY MR. CLIZER:

9 Q. Good evening, Mr. Luebbert. I'm going to try
10 and keep this as quick as possible so we can all get
11 home today at a reasonable time. First of all, you were
12 asked a question by the Commission as to what factors
13 should be considered when deciding whether to call a
14 demand response program. In your answer you said
15 something to the effect of maximizing financial
16 benefits. Do you recall that?

17 A. Yes.

18 Q. Are you familiar with the tariff sheets of the
19 demand-side programs that were in effect during this
20 prudence review period?

21 A. I am.

22 Q. Are you familiar with the fact those tariff
23 sheets refer to the ability of Evergy to call demand
24 response program events for economic reasons?

25 A. Yes, and I believe I stated as much and quoted

1 those sheets within one of the rounds of my testimony in
2 one of the cases that we're talking about today.

3 Q. Well, I won't ask too much further on this
4 just to simply say would calling a demand response event
5 for economic reasons be an example of how they could
6 have maximized financial benefits?

7 A. It certainly would have increased it.

8 Q. And you were here -- Were you here during the
9 testimony of Brian File or I should say Evergy witness
10 Mr. File earlier today?

11 A. I was.

12 Q. Did you recall him testifying how Evergy did
13 not call any demand response program events for economic
14 reasons?

15 A. I do.

16 Q. And is that kind of an example of what you're
17 saying that they failed to maximize those financial
18 benefits?

19 A. Yes. And frankly they haven't failed to
20 maximize it. They've failed to even attempt to maximize
21 it.

22 Q. My other issue, and frankly you already kind
23 of did a good job of cleaning this up, there was a
24 conversation regarding purchased power and you went back
25 and clarified and explained that Evergy is buying all

1 the energy that it provides to its consumers on a daily
2 basis. Do you recall that?

3 A. Yes.

4 Q. So any time where the cost of that energy that
5 they're buying is positive and it costs them money to
6 purchase it, would you agree that a reduction in the
7 amount of energy they're buying is going to reduce their
8 cost?

9 A. To the extent that the cost of an incremental
10 demand response call does not exceed that, I would say
11 that is true. The other thing that you would have to be
12 careful to look at would be what the impact might be in
13 another hour, but that is an analysis that I would
14 expect to have been done.

15 MR. CLIZER: That's it for me. Like I said,
16 I'll keep it short.

17 JUDGE DIPPELL: Thank you, Mr. Clizer.
18 Every, do you have further cross-examination?

19 MR. HARDEN: I just have one question.

20 FURTHER CROSS-EXAMINATION BY MR. HARDEN:

21 Q. I believe that in response to a question that
22 you asked, Judge, the issue of incremental costs of
23 calling additional events came up. Mr. Luebbert, are
24 you basing that conclusion of what the incremental costs
25 of calling additional events would be on, are you basing

1 that off of any studies or data responses or what are
2 you basing that off of?

3 A. Can you be more specific to which program?

4 Q. Well, I'm going to say DRI and the thermostat
5 program.

6 A. No, the answer differs between the two.
7 That's why I asked for the clarification. For the
8 demand response incentive program, I'm basing my
9 statement that the incremental cost of an additional
10 event is small in comparison to the overall cost of the
11 program based off of the contracts that Evergy signed
12 with the participating customers. As far as the
13 thermostat program goes, I'm basing that off of the
14 customer agreement that Evergy has with the customers
15 that receive it and a thermostat free of charge and then
16 they're paid a flat annual sum for participation and no
17 additional incentives to participate in additional
18 events --

19 Q. Okay.

20 A. -- up to that maximum.

21 MR. HARDEN: Okay. Thank you. I have no
22 further questions.

23 JUDGE DIPPELL: Okay. Mr. Pringle, do you
24 think you can do it in 6 to 15 minutes?

25 MR. PRINGLE: I'm feeling good about 10. I

1 think I can do it in 10.

2 JUDGE DIPPELL: Okay. Well, in that case,
3 we'll continue on. Go ahead with your redirect.

4 MR. PRINGLE: Thank you, Judge.

5 REDIRECT EXAMINATION BY MR. PRINGLE:

6 Q. Mr. Luebbert, over the course of your
7 testimony we've kind of made it clear the intermingling
8 of these prudence reviews and I just really want to
9 clarify your disallowances. How many disallowances have
10 you proposed for the FAC prudence review?

11 A. For the FAC prudence review, I have not
12 recommended any disallowances. I believe that the
13 disallowances I recommended in the MEEIA prudence review
14 case are more appropriate in that case and will
15 alleviate much of this confusion that I think is
16 unnecessary.

17 Q. And then I want to go back real fast to where
18 we were talking about statutory language earlier in
19 cross-examination. You are familiar with the MEEIA
20 statute?

21 A. I am.

22 Q. And you are -- You were present when I was
23 cross-examining Mr. File?

24 A. Yes.

25 Q. Do you recall when I asked about the portion

1 of the statute where it states recovery for such
2 programs shall not be permitted unless the programs are
3 approved by the Commission, result in energy or demand
4 savings and are beneficial to all customers in the
5 customer class in which the programs are proposed
6 regardless of whether the programs are utilized by all
7 customers. Do you recall that?

8 A. I do.

9 Q. Now, I'm going to ask you the same question I
10 asked Mr. File. Would calling more events have
11 benefited nonparticipating customers incrementally more?

12 A. Targeting events in a way that would have
13 provided additional benefits to all ratepayers would
14 also incrementally benefit non-participants more than if
15 that had not been the case.

16 Q. And do you see the Company having an
17 obligation to maximize those benefits?

18 A. Absolutely. Ratepayers funded these programs
19 with the expectation that Evergy would derive as much
20 financial benefit as possible from the programs at a
21 minimal cost, and Evergy failed to maximize those
22 benefits despite the fact that they could have achieved
23 or at least attempted to achieve additional benefits
24 without impacting dramatically the program costs.

25 Q. And speaking of benefits, Mr. Luebbert, do you

1 recall during your cross-examination by Mr. Harden the
2 deemed and perceived benefits discussion?

3 A. Yes.

4 Q. Are those deemed and perceived benefits based
5 on proxy avoided capacity costs?

6 A. Yes. So within the context of requesting a
7 MEEIA application be approved, the Company provided some
8 proxy avoided costs, and specifically avoided capacity
9 costs, as estimates of savings. The problem is that
10 Evergy hasn't implemented the demand response programs
11 in a way that ratepayers have been able to realize
12 actual savings that come even close to those proxy
13 estimates. And so to the extent that we're talking
14 about a prudence review, and I'm going to say this in
15 the context of a MEEIA prudence review, because I'm not
16 recommending anything in this case. But in the context
17 of that case, we should be looking at the actual
18 benefits and the actual costs.

19 Q. And you also talked a lot about the
20 implementation. Can you elaborate more on how important
21 a proper implementation is?

22 A. Yes. So I think that's why we're here today
23 is we've got a couple of programs that Evergy got funded
24 by ratepayers, they got paid a handsome earnings
25 opportunity or expand to potentially get a handsome

1 earnings opportunity for implementing the programs and
2 then failed to implement the programs in a way that
3 really benefits the customers the most that it can and
4 that is -- That's why implementation of the program is
5 so important. Had Evergy designed the programs in a way
6 that, you know, it was a small up front incentive to
7 customers and then each time they were going to pay or
8 each time they were going to call an event they would
9 have to pay an exorbitant amount, that would have driven
10 up program costs and I don't think we'd be here today
11 arguing that they should have done that. What they did
12 is they designed two programs that a majority of the
13 costs were sunk costs in the beginning and then failed
14 to call events up to its self-prescribed maximum to
15 derive benefits.

16 Q. And then speaking more about the MEEIA costs,
17 would you agree that the MEEIA costs such as program
18 costs, throughput disincentive and even earnings
19 opportunity are recovered immediately and
20 contemporaneously by the Company?

21 A. Yes, yes, I am.

22 Q. And the benefits customers receive are deemed
23 and perceived and never actually quantified to know what
24 the realized benefits actually are?

25 A. Through the EM&V process, that is true. The

1 benefits that are looked at in the EM&V process are
2 deemed and, in fact, the avoided capacity cost value
3 that the EM&V evaluator looks at is provided by Evergy
4 as a given.

5 JUDGE DIPPELL: Mr. Pringle, I'm going to
6 interrupt you there for a minute. Can we get back to
7 the FAC instead of the MEEIA prudence?

8 MR. PRINGLE: Yes, yes, I'm transferring --
9 going back to more about the events themselves right
10 now, Judge.

11 JUDGE DIPPELL: Okay. Thank you.

12 BY MR. PRINGLE:

13 Q. And then going back to a little more of
14 Mr. File's testimony earlier, Mr. Luebbert, do you
15 recall the discussion between Mr. File and Commissioner
16 Rupp on the Cycle 2 extensions that included language of
17 the Company calling the five events in 2019?

18 A. I do.

19 Q. And was it your understanding that five was a
20 max?

21 A. No, and actually quite the contrary. So
22 throughout that proceeding it was recognized that Evergy
23 was calling fewer and fewer events as the program years
24 went on. And realizing that the potential benefit based
25 on the cost structure was there, we pushed for a minimum

1 and that's what I would view that five events as is a
2 minimum number of events recognizing the fact that the
3 contracts that Evergy had in place and the customer
4 agreement that they had in place already prescribed
5 maximums.

6 Q. Then so you would agree that with five Staff
7 was actually trying to encourage the Company to achieve
8 even greater ratepayer benefits through more events?

9 A. Yes.

10 Q. And it's likely that had the Company called
11 even more events ratepayer benefits would have been even
12 greater?

13 A. Ideally Evergy would already have protocols in
14 place that would seek to maximize benefits through
15 called events. Unfortunately I'm not sure that that was
16 the case, but it doesn't alleviate the need for Evergy
17 to try to target those periods of time when the benefits
18 could have been realized. And those are why I
19 recommended the disallowances that I did recognizing
20 that there was the potential if you can reduce the
21 system peak in a given month you could provide a benefit
22 of a reduced Schedule 11 SPP fee.

23 Q. Again, those were disallowances not in the FAC
24 prudence review but disallowances in the MEEIA prudence
25 review?

1 A. Right. And they've been I'd say somewhat
2 carried forward into this case.

3 Q. And to kind of just wrap up here,
4 Mr. Luebbert, to the best of your knowledge, what
5 happens to costs that are identified in an FAC prudence
6 review?

7 A. Costs that are identified in an FAC prudence
8 review?

9 Q. Yes.

10 A. I guess -- go ahead.

11 Q. For the disallowances in a proposed FAC
12 prudence review.

13 A. Well, if an adjustment was ordered within the
14 context of an FAC prudence review, those adjustments
15 would be reflected within the FAC.

16 Q. Then what happens to costs identified and
17 adjustments made through a MEEIA prudence review?

18 A. Those adjustments would be reflected as an
19 adjustment to the DSIM.

20 Q. And the demand response issues we've been
21 discussing today in the context of the FAC prudence
22 review, why would they be better addressed in a MEEIA
23 prudence review?

24 A. Well, I think the first reason is that this
25 all goes back to the implementation of the program and

1 the program cost being recovered through the DSIM. To
2 the extent that the implementation was imprudent, those
3 changes should occur through the DSIM. That said, if an
4 adjustment occurs through the FAC, that might lead or
5 it's likely to lead to an additional round of just where
6 we are today in that we may have to raise the same issue
7 within a general rate case as well.

8 Q. So handling this in the FAC prudence review
9 we'd run the risk of confusion?

10 A. I think that's at least in my mind been made
11 pretty clear today.

12 MR. PRINGLE: Thank you, Mr. Luebbert. I have
13 no further redirect, Judge.

14 JUDGE DIPPELL: Okay. Thank you very much. I
15 believe then that that ends your testimony for today,
16 Mr. Luebbert. I hope that you will be available
17 tomorrow as well in case we have additional questions
18 after Ms. Mantle testifies.

19 THE WITNESS: I'll be available.

20 JUDGE DIPPELL: Thank you. Is there any other
21 housekeeping matters before we adjourn? What we will do
22 is adjourn for tonight and return at nine 9:00 in the
23 morning.

24 MR. FISCHER: Judge --

25 JUDGE DIPPELL: Yes, Mr. Fischer.

1 MR. FISCHER: -- I don't know if this is
2 housekeeping or not, but because we've settled the IRP
3 issue and if the Commission can take official notice of
4 a stipulation and an order, I think I could reduce my
5 cross of Lena Mantle to just a handful of questions and
6 you might be able to wrap up the whole thing. Whatever
7 you want to do.

8 JUDGE DIPPELL: Well, are you talking about
9 wrapping up tonight?

10 MR. FISCHER: I was, but I understand we're
11 getting late.

12 JUDGE DIPPELL: No, I'm going to say no to
13 that idea.

14 MR. FISCHER: All right.

15 JUDGE DIPPELL: I think our new technology and
16 everything else to do with the way we have to handle
17 things gets pretty tiresome. I think we would be better
18 with fresh minds in the morning.

19 MR. FISCHER: I understand.

20 JUDGE DIPPELL: So we'll --

21 MR. STEINER: Judge --

22 JUDGE DIPPELL: Yes, Mr. Steiner.

23 MR. STEINER: -- I had one issue. You wanted
24 the clarification on the Metro West Tariff Sheet 1509 if
25 that should be Tariff Sheet R-86?

1 JUDGE DIPPELL: Yes.

2 MR. STEINER: And that is correct, it should
3 be R-86.

4 JUDGE DIPPELL: Okay. Very good.

5 MR. STEINER: Thank you.

6 JUDGE DIPPELL: Thank you for getting back to
7 me so quickly. Okay. So the procedure we will do is we
8 will log out tonight, log back in tomorrow. I would ask
9 that you all be logged on by 8:45 so if we have any
10 technical issues or procedural issues that we need to
11 take care of before we go on the record at 9:00 we can
12 do that.

13 MR. CLIZER: Your Honor --

14 JUDGE DIPPELL: Yes, go ahead.

15 MR. CLIZER: -- I'm not going to ask for this
16 to be done right now tonight. Obviously I'd like to get
17 home. Can we take up the issue of taking judicial
18 notice or admission of notice of the tariff sheets
19 tomorrow morning? I was going to do that.

20 JUDGE DIPPELL: Sure.

21 MR. CLIZER: I feel like I'd like to get that
22 out of the way.

23 JUDGE DIPPELL: Yeah, we can do that before we
24 begin the testimony, that's fine.

25 MR. CLIZER: All right. That was all. Thank

1 you.

2 MR. FISCHER: Judge, from a technical
3 standpoint could I ask do we just log in on the same
4 invitation that we had today or will there be a new one
5 sent out?

6 JUDGE DIPPELL: I believe that there will be
7 -- that it will be the same.

8 MR. FISCHER: Okay.

9 JUDGE DIPPELL: If I find out different after
10 this, I will email you all.

11 MR. FISCHER: Thank you.

12 MS. KEELY: Judge, it's Jackie. It is the
13 same. It should be the same invite for both days.

14 JUDGE DIPPELL: Okay. Thank you. And I want
15 to say thank you to my assistant Jackie Keely for
16 handling sort of the technical behind the scenes and to
17 the Commission's IT staff, specifically Jay Hoffman,
18 who's been in the background all day today making sure
19 that we run smoothly. And I appreciate you all bearing
20 with the technology. And if there's nothing else, I
21 don't see anything further, we can go ahead and adjourn.
22 We can go off the record. We'll see you all tomorrow
23 morning.

24 (Off the record.)

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, Beverly Jean Bentch, RPR, CCR No. 640, Certified Court Reporter with the firm of Tiger Court Reporting, LLC, within the State of Missouri, do hereby certify that I was personally present 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.

Beverly Jean Bentch

Beverly Jean Bentch, RPR, CCR No. 640

\$	104C 154:22 155:3, 10,17	18 19:4 41:6 146:24 147:24 148:5	2020 19:4 41:8,12 43:3 79:19
\$100 53:13 55:10	105 155:14	18-19 91:23	2021 14:4 19:18,19 24:15,25 79:16,18
\$15,000 19:14	105P 154:22 155:3,10, 17	184,000 19:15	209 150:6
\$2 20:19 23:24 24:8 25:2	106C 151:24	19 43:3 128:14 147:25	22 91:8
\$25 32:21	107P 151:24	2	2222 133:6
\$330,000 27:11	10:00 17:24 49:10	2 24:11 25:16 28:7,8 41:8 75:6,20 92:19 116:12 162:14 174:12 186:16 197:16	27 14:4 59:17
\$7 29:6	10:15 49:11	2.09 119:3 148:20	28 41:11 147:19,21
\$700,000 58:6	11 27:13 36:5 52:15 76:21,25 77:4,20 78:2, 6,10,11 86:4,7 91:14 92:23 94:24 95:8 103:22 104:2 135:15, 21 140:4,8 144:8,9,11, 23 146:22 156:10 159:24 161:4 164:7,13 165:6,10,14 169:20 171:20,25 172:5 176:20 198:22	20 19:18 32:7 41:2 56:10 58:16 59:11 91:25 92:1 127:25	2:00 83:17 97:12,17 148:1,5,8
0	11's 30:12	20,000 114:19	2C 75:23 76:2
0133 28:6	11:00 50:4,5	20-21 62:12	3
0227 170:6	12 78:12,25 79:4,6 86:9,15 146:4,16 148:2 173:2	200 15:8 174:7	3 25:16 75:6,20,23 76:2 169:17,23 170:4 174:14 175:9 178:13
0228 25:20 101:16,19 102:5	12-month 95:1	2016 128:15	3-2-2016 173:9
0240 173:1	1200 74:25	2017 20:17 24:20 91:24 128:15 174:8	30 18:25 29:8 41:17 120:17
0241 172:20 173:1,20	13 92:20 167:1,9,10 174:3	2018 18:25 23:13 29:8 41:17,18 79:23 91:24 105:4,6,8 106:22 107:1,4 111:25 115:15 116:21,22,24,25 124:10 128:16 136:9, 19 147:17,21,23 162:14 174:8	31 28:9 41:18
1	14 92:20	2018-2019 143:14,19 144:5	33 146:5,16
1 18:25 29:8 41:16,18 75:5,20,23 76:2 78:11	15 19:19 27:24 31:5 40:16 53:14,22 55:18, 19,23 56:4,5,11,12,25 59:1,5 66:16,17,18 105:22 115:25 121:11 133:11 137:23 138:4 178:14 192:24	2019 18:25 23:13 26:15 27:24 28:9,14 29:1,3,9,11,20 41:17, 19 59:1 79:23 92:1 105:4,6,12,14 107:7, 11,14 110:11 111:25 113:25 115:15 116:21 117:5 129:1 133:15 136:9,19,21 138:20 146:17,24 147:23 148:3,10 162:15 197:17	386.266.5(4) 41:3
1.93 142:9	15:09 119:3 148:23 150:9		393.1075.3 172:11
1.94 142:9,13	1509 201:24		393.150.2 64:18
10 55:18,19,21 77:16, 17 105:20 115:24 128:13 133:12 137:23 138:4 192:25 193:1	16 128:13		3:00 83:17 147:21
100 77:14 125:9 156:5 165:20	17-18 91:23		3:35 151:15
101 152:21			4
101C 152:10,23			4 80:2 100:12 101:12, 25 102:3,7,9 104:19 118:24
102 152:21			4240-20.090(11) 41:2
102P 152:10,23			431,000 27:12
103 152:10,21,23			4:00 83:17 146:24 147:19,22,24,25 148:1,2,8
104 155:13			

5	9:00 200:22 202:11	action 122:12 151:22	adjustment 14:7,12 18:21,23 23:15 35:25 36:7 37:14,15 39:3 41:5 46:13,14 48:9 63:4 156:12 158:6 178:17 179:16,18 199:13,19 200:4
5 25:17 57:5,6 61:16 98:24 99:2,4 126:9 156:22 157:11,13	9:30 83:16	actions 50:22 180:1	adjustments 36:4 46:17 91:14 199:14, 17,18
50 96:6	A	active 15:20 142:18	adjusts 27:4,5 78:3
5:00 148:5	AAO 19:10	activities 81:1	administrative 63:10 71:18
6	ability 22:20 45:23 105:17 110:2 113:18 118:5 142:3 144:12 153:25 165:8 187:12 189:23	activity 82:11	admission 75:20 98:22 202:18
6 33:15 138:12,24 147:19,22,25 158:22 165:15,22 192:24	above-entitled 204:7	actual 21:15,24 33:25 60:15 65:13 95:16 109:14 124:13 149:21 195:12,17,18	admits 76:1 102:8,16 139:19 152:22
60 59:7,11	absent 163:14 168:7	add 50:13	admitted 124:9
640 204:3,15	Absolutely 159:4 194:18	adding 46:17	adopt 23:23 25:1
65102 15:9	accept 31:14 69:17 126:19	addition 23:7 29:20	adopted 33:11
6:00 146:24 147:19, 22,25 148:1,2	access 78:9 80:8	additional 23:9 25:13 26:15,19 33:21 35:6 45:16,18 46:10 51:25 52:17 58:24 69:7 86:2 133:2 134:21 150:21 163:14 166:8,13,18 170:10,23 174:7 185:9,25 187:15 188:1,4,7 191:23,25 192:9,17 194:13,23 200:5,17	adversely 26:22
7	accomplished 66:15 105:5	additionally 110:1 128:19	advisory 128:23,25 138:21
7 80:3 104:20 148:1,6	account 19:11,16	address 15:8 35:3,8, 15 42:11 46:12 48:20 51:20,24 65:11 69:23 72:1,20 74:22 124:14 174:4	Advocates 28:5
700,000 58:24	accrued 178:22	additions 30:2 101:21 154:24 165:1,3	affect 22:19 24:4 61:4,7 72:11 166:9,13, 19
7:00 147:22	accuracy 168:18	addressed 26:16 37:4 38:22 45:13 46:8, 16 58:9 62:23 63:8 199:22	affected 86:3 169:10
8	accurately 160:5 166:2	addressing 60:17	affecting 41:12
8 101:15,25 102:4,12, 18 104:20 126:15 127:22 158:21 159:8	achieve 33:4,15 46:3 60:1 161:9,18 162:17 168:21 171:3 172:3,8 174:6 178:16 188:6 194:23 198:7	adequacy 164:11	affects 70:16
80 59:9,12	achieved 52:20 61:12 63:5 161:19 188:3 194:22	adjourn 80:15 200:21,22 203:21	affiliated 66:3
800 15:8	achieving 34:14 157:14	adjust 92:2 115:19	afraid 149:20
8:45 202:9	acronym 114:14	adjusted 32:6 127:24 148:8	afternoon 90:1,2 103:17 106:18,19 133:17,18 152:7,18 154:12,13 156:2
9	acted 20:16 26:11 45:20 67:9		agenda 17:23 20:3 49:11,14,15,16,18,22 50:1,12
9 102:1,3,5,12,18 146:13	acting 57:1		agree 48:23 82:24 83:2,7 85:1 103:22 104:8,12 115:21
90 33:14 96:3,4			
95 57:7			

129:5,6,8 140:3 141:3, 16,22 156:8,14,17 157:1 158:3,9,11,16 160:16 164:23 166:7, 8,13,18 167:19,21 168:3,6,16 169:9 174:16 184:13 191:6 196:17 198:6	alleviate 193:15 198:16	166:15,21 168:17 169:7 182:14 192:16	approximately 61:16
agreed 19:8	allocated 77:7,18 78:3	answers 47:8 66:20 75:13 155:3,6 184:4	April 24:15,24
agreeing 19:23	allowed 55:24 103:2	apologies 79:9	aptitude 144:18
agreement 19:6,21 28:3,16 69:15,18,20 70:23 98:2,5 105:15 110:24 113:2,8,9 117:1,4 133:13,16,22 135:4,12 136:20 161:19 172:22 174:11, 13,22 175:10 192:14 198:4	allowing 31:25 70:18	apologize 61:17 73:2 91:4 119:19 123:5 133:5,6 141:8 142:1 148:7 158:11 166:4,17 177:15,17 178:10 187:5,22	arbitrage 30:11 132:21 139:22 159:23
agreements 23:1 105:21 115:24 138:7,9	alluded 60:8 120:3 124:11 126:17 143:11	app 118:12	area 20:9,11
agrees 153:7	alternate 24:12	appearance 14:23 15:23	areas 161:6
ahead 14:2 16:7 17:22 18:4 36:23 40:16 47:19 49:13 50:7,10,14 51:11 69:19 73:21,24 74:15 76:16 79:8 93:5 97:1, 11,17,22,24 98:12 99:2,8,21 101:7 111:16 125:23 137:1 142:15 147:7,15 153:7,16 154:5 176:14 177:21 189:1,5 193:3 199:10 202:14 203:21	alternative 24:10 61:22 84:8,19	appearing 15:7 16:1	argue 26:11 27:21 38:12 65:15 70:14,15 71:15
air-conditioners 32:14	amended 174:3	appears 92:25 161:17	argued 29:17
air-conditioning 32:1,6 127:24 184:8	American 53:13	applicable 88:10 178:11	argues 20:15 43:20
alert 122:9,10	amount 32:2 38:10, 13 44:24 53:22 54:7 56:22 58:12 66:25 67:3,15 70:5 83:1 112:16,17 129:8,14 139:5 160:24 180:11, 15 183:21 188:16 191:7 196:9	application 195:7	arguing 29:14 52:18 196:11
aligned 84:12	analogy 53:9 54:2 55:10	applied 77:3 79:17 91:22 92:1	argument 56:14 65:6 83:11
allegation 48:15	analysis 31:20 33:6 47:4 84:7 91:17,18 130:23 191:13	applies 96:9	arguments 35:4 51:16
allegations 38:6	analysts 61:1	apply 37:18 38:18 47:25 54:2 64:1 65:2,5 67:24 68:13	arise 104:3 140:9
allege 26:13 48:8	analytics 90:9	approach 31:19 33:12 38:1 114:21	arising 42:6,12,23 44:12,19
alleging 49:4 50:17	analyzed 41:12	approached 64:4	arrears 85:18
	and/or 89:16 118:22	approval 65:24 151:25 186:24 187:2	articulated 174:21 175:9
	annoyed 56:16	approve 28:7 57:18	asserting 48:24 49:6
	annual 26:22 30:1,19 33:4 34:10,20 79:5,15 81:14 93:24 95:16 104:24 105:4,18,23 106:2,3,6,8 110:19 118:8 119:25 120:6, 16,24 122:15 131:7,9, 11,14 132:16 135:15 136:11,20 143:17 144:6,13 161:12,15 163:18,23 164:4	approved 19:17,21 27:15,16,19 28:18 29:24 30:5,7,8 32:16 33:8 34:13,25 104:10 108:9 116:23 124:2 162:12,14,22,24 163:4 172:21 174:11 186:14, 16 194:3 195:7	assess 114:6
		approves 20:4	assessed 175:24
		approving 28:15	assessment 176:17
			asset 109:23 122:11 123:18
			assets 123:23
			assistant 203:15
			associate 47:3 154:18
			assume 52:25 53:18, 19 63:14,15 74:7
			assumed 33:5 44:24 59:18,20 60:25 61:6, 20 66:2 157:21

assuming 98:10 110:20 144:24 176:21	automatically 27:5	88:22 89:22 91:15 92:5 103:3,7 109:19 114:4 116:7 120:17 132:24 134:23 136:14 140:5,21 148:8 150:21 152:6 156:9 159:22 164:5 172:4,7 174:22, 25 176:17 186:6 192:11 195:4 197:24	bench 134:24 140:21
assumption 21:11, 17,21,22 24:3,6,9,21 25:7 43:13,23 44:16 45:3 130:22	average 78:25 79:4,5, 6 85:9,13,24 86:8,15 95:1 125:3	baseline 65:20	beneficial 139:8 194:4
assumptions 24:23 39:11 43:10 44:3,7 53:4 59:22,25 60:12, 14 63:17 129:21,22 131:20	averages 180:5	basic 78:5 158:1,10 160:16 182:7	benefit 26:10 33:21 46:6 57:2 83:19 84:17 93:25 95:2,7 108:19 131:8,9 164:5 169:13, 14 175:14,19,23 183:5 194:14,20 197:24 198:21
attach 70:4	avoided 33:9 157:21 158:18,25 159:25 160:14,21 175:1,4 195:5,8 197:2	basically 56:19 153:3	benefited 139:15 194:11
attached 119:13	aware 39:4 65:25 68:15 115:12 122:5 132:23 139:7,11 175:16 181:7	basics 109:6	benefits 26:19 29:6 32:24 33:2,19,22 34:9 42:19 45:21 46:4 84:11,15,16,19 123:12 144:25 158:24 160:13, 20 161:7,9 162:5,7,19 163:10,12,15,19,24 171:3,5,8,11,14 172:3, 8 174:15,17 175:10 178:15,21 179:6 183:4,6 186:4,20 187:13,16 188:7 189:16 190:6,18 194:13,17,22,23,25 195:2,4,18 196:3,15, 22,24 197:1 198:8,11, 14,17
attempt 51:6 52:10 57:14 93:23 161:6,9 169:5 171:3 172:3,8 176:18 178:16 186:4 187:14 190:20	awareness 115:1	basing 191:24,25 192:2,8,13	Bentch 204:3,15
attempted 36:4 46:3 122:20 194:23	awhile 176:4,7	basis 20:1,2 22:17 23:2 27:11 77:12 79:15 81:2 83:12 84:6 85:21 89:8,17 96:15, 16 144:10 182:12,13, 14 183:25 191:2	bet 165:13
attending 45:20 49:4 64:25 65:9 89:1 168:21	awkwardly 183:7	bear 107:22 157:4 179:20	betting 34:21
attention 151:23	B	bearing 203:19	Beverly 204:3,15
attorney 47:23 54:14 62:25	back 17:25 40:6 49:19 50:11 66:9 68:7 80:14 85:10,17 96:7,9 97:19, 24 109:6 120:18 123:14 125:2,17 127:10,21 128:8 133:24 135:2 136:3,24 137:2 138:11 140:2 145:5 151:12,18 165:6 166:5 169:16 176:22 177:19 178:16 179:6 180:9 181:3 184:2,25 190:24 193:17 197:6, 9,13 199:25 202:6,8	bearings 126:6	BF-S1 146:4,11
Attorney's 52:8	background 203:18	begin 14:22 17:22 18:5,11 70:21 73:11 102:24 107:22 151:15 177:8 202:24	bid 89:8
attorneys 188:11	backward 125:19	beginning 49:20 117:2 176:10 196:13	big 117:9,13
attributed 163:16	backwards 125:6,9 131:15,19 136:5	begins 42:10	biggest 97:4
audio 14:20 39:19 50:21 51:4,5 68:1,3 74:2 154:1	badly 40:10	behalf 14:24 15:12,25 43:25 44:9 45:5 74:18 99:25 154:9 178:4	bilateral 22:4,17,25
audit 18:24 19:7 20:13 23:21 26:10 27:14 35:20 36:6	ballpark 80:7	behave 128:10	bit 35:8 38:25 62:22 64:6 69:15 100:19 109:12,13,14 110:16 120:4,8 122:1 125:25 128:13,14 132:14 134:8 137:13 142:7 176:11
auditor 34:8 127:15	base 76:25	behavior 126:23 166:9,14,19	
August 41:11 43:3 87:6,18 95:25 120:5 121:11 144:19 147:19, 22,25 148:1,2,6	based 20:23 21:5 23:16 24:9 31:20 34:1, 23 43:25 44:9 45:5 46:1 59:11,25 86:8	belief 75:17 155:7	
authority 71:9		believes 45:11	
automatic 15:19		belongs 45:11	

black 53:11 64:17,24 65:17 67:6	business 15:7 27:4 74:22 77:4 109:2 112:1 114:9	113:12,16,17,18 115:5,9,19,25 116:11 117:10 118:11 121:21 122:11,12 124:14 125:1,15,21 126:11 130:19,24 132:19 133:19,22,23 135:4,5 136:2,8,12,14,16 137:3 139:17 143:1,3, 9,15,18 144:17 149:4 151:19 168:2,8 169:20 170:11,23 183:2,20 184:6 185:23 188:1,4, 6 189:13,23 190:13 191:10 196:8,14	capability 83:1 129:8 180:16
boils 121:25	butcher 73:5		capable 60:17 148:23 158:17
booted 181:2 182:4	butchered 179:10		capacities 23:20
boss 71:8	button 53:11,12,14, 21 55:10 131:17,18		capacity 20:10,17,22 21:12,17,19 22:3,9,12, 17,20 23:5,9,14,17,18, 19,23 24:1,3,12,16,20, 23,24 25:5,7 30:2 33:9 43:13,16,21,23 44:2,7, 12,15,17 45:3 54:22 59:18,20,21 62:8 68:23,24 70:25 72:20 73:12 74:23 76:19 123:4,8 154:17 157:21 158:19,25 159:25 160:14,21 164:9,23,24 165:1 175:1,4 178:23 179:1 195:5,8 197:2
bottom 25:3	buttons 100:20		
box 53:11	buy 183:21		
Brad 25:16 46:24 135:8	buyers 22:24 23:22, 25		
break 17:23,24 49:13 50:12 72:7,16 97:2,17 98:1,4 151:12,14,19 189:2,5	buying 22:12 54:9 190:25 191:5,7		
breaking 73:24		called 20:12 25:25 27:22 29:2,12 31:1 34:25 54:17 56:9 59:2, 5,7,13 63:6 66:15,16 74:6,18 81:17 85:4,16 88:4 90:24 99:25 105:8,16 106:1,3,6,24 107:3,8,13 111:25 112:1 116:1 124:5,9, 21 126:5,21 127:1,8 131:13,16 132:2,8 133:14 134:5 136:18 137:12,18,23 138:4,20 141:2,10 147:18,21,23 148:4 154:9 184:14,18 185:10,15 186:17 187:8 198:10,15	
Brian 32:25 35:7 82:19 99:11,24 100:5, 11,23 101:13 156:22 190:9	C		
briefly 92:10 106:16 107:10	C&i 111:11 113:10 114:12,13 116:3 141:7		capital 35:21 37:8
bring 17:20 56:13 109:25 114:25 122:22 169:17	calculate 83:3 84:25 129:10 131:1,12 179:25 180:1,11		caption 204:8
bringing 60:9	calculated 21:4 58:11,24 85:2 86:7 129:14 171:18,23 174:24		captioned 14:10
brings 96:25 109:20	calculates 79:16		capture 86:17,19
broad 94:23	calculation 79:3,19 83:5,7 86:24 94:25 112:15 129:14,24 130:8,9,13 145:2,11 180:17,24		care 54:1 57:8,10 61:10 98:19 202:11
broadcast 16:10 49:15 97:21	calculations 44:13, 21 83:2 112:24 129:9		careful 191:12
broadly 77:5	calendar 120:15		Carlson 22:2 73:10, 16,19,22,25 74:1,3,6, 10,11,17,21,24 75:3 76:7,21 89:1 90:2 91:8 92:12 93:10 104:2 109:11,19 120:3 121:19 129:5 143:10 145:3 182:21
brought 60:10 63:11 128:19 140:14	call 22:8 25:12 26:8 28:13,25 29:10,19 30:21 31:7 33:19 45:16,18 46:10 51:25 52:16 56:11,15,25 66:18 68:5 74:8,10 81:25 82:2 85:5 86:11 87:4 94:16,18 99:8,10 105:2,7,11,17 109:10 110:21 111:8,15		Carlson's 72:14,20 73:3,12 121:2 179:21
budget 27:16 34:14		calls 26:15 27:2 34:22 57:4 58:17 86:3,5 88:1 103:9 126:20 147:23 153:19 160:12 179:3 180:6 186:1	carried 199:2
budgets 30:6 185:21		cam 153:25	case 14:8,9,10,13,14, 25 15:20 16:2 17:18 18:19 19:3,11,17,23 20:9 21:7 23:3,5 25:3, 24 26:4 28:16 29:8,14 32:9 33:14 35:5,13,16, 17 36:3,7,10,11 37:4, 5,11 38:16,24 39:4,18
build 158:2 164:10		canceled 142:2,8	
built 95:24 164:23,25		canvass 22:10	
bunch 107:20 111:9			
burden 37:24 38:6 48:20,23 49:1,5 50:16, 18 64:9,12,20 65:1,5, 7,13,16,18 66:9,11,17			

43:2,19 45:12,14 46:22 47:2,24 51:16 52:7,11,12,13,25 57:20 58:19 60:10 62:14,23,24 63:1,2,9, 14,16,17,18 65:3,7,10, 14,15 66:9 67:23 68:11,17 69:10 70:6,8, 10,13,19 71:13,19,20 72:13 73:20 76:15 77:16 79:3 97:16,21 98:7,16 100:13 101:11,16,19 102:6 113:24 120:20 122:4 130:15 137:9 138:19 140:4 146:6,7,11 149:1,9 151:5 152:1 153:15 156:16 157:7, 8,10 159:8 160:4,6 161:6 162:14,18 164:18 165:11,17 166:23 167:1 169:23 170:2,4 172:20 173:1, 18,19 175:2 176:4 178:14 181:15,17,18, 23 185:1,3,8 193:2,14 194:15 195:16,17 198:16 199:2 200:7,17	25 40:2,6,9 47:16,19, 20 48:2,11,16 60:8 Chairman's 40:5 62:20 chance 104:19 187:1 change 18:2 32:10,19 56:9 65:3,7,10 79:14 96:2 128:2 145:10,15 changed 62:11 82:1 112:1 changing 87:12 145:13 channels 114:21 116:8 charge 37:9 192:15 charged 67:5 charges 86:4 chart 167:1,5,14 168:4,7 chase 34:20 check 51:4 119:5 133:24 136:24 141:25 152:25 157:12 160:15 172:17,18 173:22,24 checking 73:1 88:17 cherry 85:17 circumstances 19:3 66:3 circumvent 65:17 cite 148:19,23 cited 138:11 148:19 150:9 City 15:9 28:1 75:1 149:5 claim 66:19 claimed 58:25 158:25 160:14,21 claims 57:22 59:2 164:17 clarification 102:25	120:14 131:22 184:5 192:7 201:24 clarified 190:25 clarifies 181:21 clarify 47:22 102:2 140:1 145:25 148:18 162:23 169:24 179:11 181:19 183:23 193:9 clarifying 134:2 class 139:9 194:5 clause 14:7,12 18:21, 23 23:15 36:1,7 37:14, 15,22 41:5 156:12 158:6 178:17 179:18 cleaning 190:23 clear 42:15 49:20 51:4 52:6,13 54:16 56:7 58:7 71:12 103:4 107:16 121:23 122:11 141:8 149:9 150:7 157:3 160:2 193:7 200:11 click 118:13 client 71:6 Clizer 15:12 49:25 50:5 51:3,6,10,11 62:19,25 64:3,12 67:2, 17,21 68:1,2,4,9,15 69:6,9,12,13 71:5,7 72:24 73:1,15 76:10 89:24,25 91:2 92:10, 11 93:1 97:14,15 106:13,14,16,17,19 107:15 126:18 140:23, 24 142:5,7,11,15,16, 23 143:23 149:6,7,8, 13,17 155:23 175:25 177:10,14 188:15 189:7,8 191:15,17 202:13,15,21,25 Clizer's 49:12 close 59:1 126:6 195:12 closer 81:20	Club 15:15 19:22 20:5 51:23 152:1 co-counsel 16:1 cognizant 166:6 coincide 136:22 coincident 105:3 106:6 collaborative 174:4 combined 27:11 commercial 27:3,8 31:12 55:22 88:9 107:2,12 109:23 110:23 111:18 114:15 117:9 Commission 14:4 15:4,18 17:7,19 18:11, 12,17 19:1,17 20:4,19 21:1 23:23 24:13 25:1, 20 26:2 27:16 28:3,7, 16,22 30:7,8 32:23 33:8 34:14,15,22 35:3 36:8 37:18 38:17 39:15,24 40:17,20,25 41:2,23 42:15 43:3,22 44:6 45:2 47:25 48:12 51:19,24 55:16 57:13, 17 62:7 64:1 65:8,23 67:24 68:13 69:4,9,21 70:3 72:3 76:12,13 78:15,17 82:24 83:5 84:24,25 85:23 88:19 119:18 127:16 129:4,6 142:18 151:5 153:1,4, 15 154:19 172:21 173:1 174:11 175:18, 22 178:5 179:5,25 180:13,17,18,20 181:7 189:12 194:3 201:3 Commission's 14:21 17:17 21:2 27:15 28:15 29:19 65:10 203:17 Commission- approved 14:6,12 Commissioner 47:14 48:19 99:16,17 107:21 133:2,4,8
--	---	--	--

134:18,20 135:3 177:8,20 197:15	79:9 130:13 156:24 160:14 166:25 169:2 178:17	conducting 41:20 42:15	196:20
Commissioners 32:17 35:10 36:19 49:10 69:10 76:14,16 88:20 107:19 134:21	compare 124:25	confidential 75:6 152:21 155:13	context 42:22 43:14 44:5,16 161:5 179:13 180:20 181:14,17,18 195:6,15,16 199:14,21
commitment 110:12 133:10	compared 123:18 125:3	confirm 105:24	continually 82:4
communicate 138:9	comparing 89:15	confronted 42:1	continue 28:8 50:14 102:13 121:8 122:20 125:14 193:3
communicated 138:6	comparison 33:8 167:3 192:10	confused 119:10	continued 23:12
communicating 111:5,12	compensation 32:11 128:4	confusing 106:22 157:6 166:4	contract 113:20 115:24 117:14 132:10, 12
communication 117:15,25	compilation 177:8	confusion 46:19 185:2 193:15 200:9	contracted 22:4
communications 132:6	compiled 107:24	congratulate 98:1	contracts 22:25 23:6, 9,14,17,18 24:17 44:13,18,19,22 76:19 116:17,23 117:7 132:5 192:11 198:3
companies 14:25 19:7 27:25 28:2	complaining 21:13	connect 155:6	connectivity 111:6 115:9
company 17:7 19:23 20:21 22:1 23:12 26:11,14,16 27:2,6,11, 14,21 28:12,24,25 29:1,14,18 30:4 31:21 33:11,14 35:17 36:3 38:2,5 41:22 42:2 50:19 54:6,7 55:6 59:12 60:2,3,20,24 61:2 63:4,5 65:14,18 66:6,9 67:9 68:21 70:24 77:19 84:14 99:10 108:7,19 126:22 128:8 138:15 141:1 143:1,3,15 144:24 156:6 157:2,18 160:12 162:4 166:15,20 168:21 169:19 170:10, 17,22 171:1,4,10 182:15 183:9,13 185:19 186:13,20 187:6 194:16 195:7 196:20 197:17 198:7, 10	complete 26:20	connection 62:21 80:22	conservative 58:5,7
	completed 78:2	conservation 111:6 115:9	considerably 32:15
	complexity 85:23	conservative 58:5,7	consideration 19:16 33:22 65:21 129:25
	compliance 46:25	considered 33:24 36:7 37:10 39:15 48:12 52:13 69:4 121:21 130:10,17 156:3 183:1 189:13	contractual 105:21 113:1
	complied 29:1,12,19	consistent 30:5	contrary 197:21
	comply 28:19,23	consolidated 14:9 43:2	control 32:13
	computer 91:11 181:11	constraints 22:22	controlling 27:17
	concept 54:9	construct 123:14 127:6,17	convention 112:4
	concepts 153:4	consultant 34:8	conversation 112:7 116:2 142:25 190:24
	concern 60:13	consumers 52:22 191:1	conversations 97:20
	concerned 43:17 62:13,14 63:3	contact 15:1,13 113:5 117:10	convinced 138:16
	concerns 48:5 60:18 141:1	contained 34:4 75:13 155:2,4	cooperating 182:2
	conclude 151:1	contemporaneously	copy 92:15,16,18 118:23 142:2 149:3 173:3
	concluded 42:5 45:9		corner 18:13
	concludes 69:11		corporations 64:23
	conclusion 191:24		correct 40:3 48:13 61:24 62:14 76:22 91:15 92:2,25 96:21 98:17,25 104:4,11,15, 25 105:1 106:2,4 113:6 119:13,22 129:15 131:3,4 134:17
	conditions 28:10,11 115:22 116:1,5 124:20,22 143:10 148:9,14 185:13		
company's 21:5,13 22:25 25:25 29:21,24 31:3 32:16 33:25 36:8 54:22 66:2,18 67:4,10	conduct 41:4		

135:16,17,24 136:15 137:20,21 138:13 139:4,12 143:22 147:3 149:2 152:16 157:11 158:8 161:20 169:21 170:12 171:20 172:1, 5,23 174:24 178:24 181:15,16 183:10,13, 16,22 202:2 204:10	172:15 174:15 178:24 179:7,14 180:22 181:14 184:11 186:24 191:5,22,24 194:24 195:5,8,9,18 196:10, 13,16,17,18 199:5,7, 16	credit 41:15 critical 21:21 cross 73:15,18 102:25 103:3 107:16 137:11 177:11,15,23 201:5	123:3,7,11,13 127:13, 23 132:17 137:17 139:9 165:16 166:9, 14,19 174:5 192:14 194:5 198:3 customer's 55:2 130:10,11 165:7 customers 21:23 22:24 24:6 25:6 26:10 27:3,9 30:16 31:13,17, 22 32:13 34:1 37:25 38:8 55:20,22,23 56:16,17,22 57:8,11 61:9 66:23 77:8,12,19 78:3 88:9 105:11 110:2,23 111:18 112:6,11,18,21 113:8, 15 114:22 115:3 117:9,10,12,13 118:1, 12,18,23 126:17,19, 21,24 128:3,9 131:23 132:6,22 137:18,22 138:3,17 139:9,11,15 141:4,16,23 144:18 145:9 160:13 162:6,19 163:9,11,18,24 164:9 174:17,18 178:16 188:2 192:12,14 194:4,7,11 196:3,7,22 customers' 27:5 123:24 127:3 128:14 184:7 cutting 97:8 cycle 28:7,8 116:12, 20,21,22 117:1,2,4 162:13,14 163:1 184:7 186:16 197:16 cycles 163:6,15
corrected 62:10 correction 92:3 corrections 75:9 92:23 101:21 154:24 correctly 80:1 104:1 145:12 159:1 174:8,19 correlated 110:7 correlation 144:20 cost 21:15 30:15 34:7, 14 44:12,19 54:8,25 55:11,12 57:11,12,14 58:3,6,14 63:3,5,7,21 115:4 140:3 157:21 158:4,7,18 159:25 160:14,21 164:10 167:18 174:23 175:1, 4,11 176:19 187:10, 17,25 188:1,4,6,8 191:4,8,9 192:9,10 194:21 197:2,25 200:1 cost- 156:14 cost-effective 172:16 174:6 cost-effectiveness 156:19,24 157:17,19 187:21 costs 14:6,11 19:9, 10,14,16,25 20:20 24:9 25:14 26:13 33:15 36:1 37:13,19 38:9 41:13,14 42:2,6 43:20 45:17,19,20,24 46:11 52:15,22 53:6 54:6,14 55:6,8 57:5,25 63:4,6,10,20 64:2 66:24 70:17,25 71:18 77:11 103:23 104:2,3 140:9 158:25 164:13	coughing 73:2 counsel 15:7,11,13 16:11,22 17:8 19:5,20 20:8,15,18 21:7 25:9 26:13 27:9,20 28:4,23 29:13 31:18 32:8 33:10,13,24 34:17 47:14 50:14 51:12 72:22 76:9 82:25 85:1 89:22 92:9 106:15 124:5 129:6 140:22 153:7 155:22 156:6 188:14 189:6 Counsel's 23:16,24 24:8 25:2,6,18 26:7 32:22 33:5 34:23 51:2 69:16 129:9 count 105:10 counterparties 22:5 counterparty 22:11 counterproductive 109:2 couple 17:25 36:21, 25 73:23 117:23 118:25 120:5,13 121:1,25 129:23 156:7 158:3 170:17 187:6 195:23 court 137:25 154:14 204:4 courts 65:24 cover 55:15 covered 133:6 COVID-19 14:17 create 114:24 created 65:23 131:13 creates 60:19	cross-examination 73:14 75:21 76:5,9 88:23,25 89:22,25 92:11 102:21,23 103:7,11,16 106:17 134:23 135:1 140:21, 24 150:21 153:8 155:20,22 156:1 176:12 188:13 189:6,8 191:18,20 193:19 195:1 cross-examining 193:23 cross-reference 137:7 crossover 181:19 crucial 53:17 CSR 41:2 cuff 79:25 current 24:17 curtail 59:10 112:19 144:18 curtailable 20:12 31:1 curtailed 31:13 curtailment 25:25 26:9,12,15 31:4,16 34:21,24 54:12,18,20 55:21 59:9 81:3 82:10 86:3 90:24 93:12 106:23 107:7 158:14 183:2 184:14 186:17 curtailments 32:24 54:18 customer 21:24 29:25 31:10,11 32:5 59:10 77:3 78:20 79:2 106:24 107:2 113:2	customer's 55:2 130:10,11 165:7 customers 21:23 22:24 24:6 25:6 26:10 27:3,9 30:16 31:13,17, 22 32:13 34:1 37:25 38:8 55:20,22,23 56:16,17,22 57:8,11 61:9 66:23 77:8,12,19 78:3 88:9 105:11 110:2,23 111:18 112:6,11,18,21 113:8, 15 114:22 115:3 117:9,10,12,13 118:1, 12,18,23 126:17,19, 21,24 128:3,9 131:23 132:6,22 137:18,22 138:3,17 139:9,11,15 141:4,16,23 144:18 145:9 160:13 162:6,19 163:9,11,18,24 164:9 174:17,18 178:16 188:2 192:12,14 194:4,7,11 196:3,7,22 customers' 27:5 123:24 127:3 128:14 184:7 cutting 97:8 cycle 28:7,8 116:12, 20,21,22 117:1,2,4 162:13,14 163:1 184:7 186:16 197:16 cycles 163:6,15
D			
d/b/a 14:8,13 daily 89:7,8,17 182:12 183:25 191:1 data 19:24 26:16,17 79:19 82:18,22 85:20 90:17 91:22,23,25 96:5 109:19 121:2			

122:17 136:3,5 169:4, 16,18 170:9,21 171:19,25 172:4,7,9 185:7 192:1	decide 31:17 83:11, 16 110:18,21 113:25 114:5 123:16 125:21	80:18 81:3 82:19 88:10,15 89:14 90:4, 16,23 93:11,22 94:20 103:9,23 104:4,7,9,13, 23 105:2,9,12,20 106:5 108:8 110:4 111:24 112:2,5 113:24 114:16 116:20 118:2 119:6,23 120:12 122:2,5 124:1 133:21 134:4 136:2 137:18,24 139:2,8 140:6,11 143:1,3 145:8 148:10, 22 157:15 158:10,12 161:8 162:11,17 163:12 164:18,21 167:3,19,21 168:1 169:13,20 171:5,12 174:6 179:14 180:14 182:10,16,18 183:5, 15,19,20 184:6,8,18 186:13 187:8,20 188:1 189:14,23 190:4,13 191:10 192:8 194:3 195:10 199:20	derived 122:15 deriving 187:15 describes 157:17 design 31:9 59:3 83:1 108:8,20 129:8 157:15 161:11,22 180:15 184:15 186:13,21 designated 146:11 designed 29:23,25 30:8,10,17,21 31:3 34:13 53:1 55:18 56:1, 2,3,7 57:22 58:4 61:9 66:19 104:23 130:4 136:9 158:12,17 161:16 184:17 187:24 196:5,12 desired 157:14 desktop 181:2,7 182:5 detail 38:25 58:9 137:15 182:23 detailed 38:7 48:22 66:22 details 88:9 111:19 116:16 determination 82:16,17 determine 18:2 41:25 43:22 44:6 45:2 77:24 78:23 79:20 85:1,8,14, 21 87:15 120:11 123:19 187:9 determined 171:16, 22 174:16 determines 180:13 determining 37:19 64:2 detrimental 30:18 developed 33:25 123:15 developing 52:2 Development 28:4
datapoint 120:22 121:16 128:18,19 138:18 datapoints 121:1 date 28:9 106:8 122:18 124:7 164:15 dates 29:3 124:12,18, 20 147:2 148:7 150:22 184:19,22,23 185:2,6, 25 186:7 day 32:7 56:10 68:19 83:13 86:10,18 87:8, 15 90:18 95:6 96:8 110:4,5 121:24 123:25 125:1,3,5,11,14,22 127:25 131:16 136:5, 13 137:1,6 141:14 169:3 173:3 177:19 189:5 203:18 day-ahead 20:1 30:11 83:8,12 84:6 85:21 90:6,14,15,19, 22 139:22 156:9,10 159:23 161:2,3 164:13 168:14 169:9,14,19 171:19,24 176:19 day-to-day 81:2 days 32:1,14 96:3,4,6, 11,12 110:20 120:7 135:25 136:22 137:8, 10,12 143:7 185:15 203:13 deal 17:13 42:17 78:13 152:3 dealing 25:22 deals 42:8 103:8 dealt 25:18 63:23 debating 189:2 December 19:4 41:18 deception 53:19	decided 50:21 deciding 93:22 121:21 143:1,3 183:1 189:13 decision 19:25 42:6 44:2,6 46:14 66:10 69:21 71:10 81:19 96:19 110:17 158:23 160:18 172:7 decisions 21:14 66:2 82:10 87:4 90:23 178:18 decrease 32:12 128:4 135:15,21 161:14 deemed 195:2,4 196:22 197:2 deeply 185:23 defer 30:1 deficiencies 48:5 defined 34:15 37:21 174:23 175:10 definition 33:18 136:25 175:18 degree 65:23 96:4,6 109:13 118:9 176:23 delay 17:1 deliver 113:10 delivered 98:3 delivering 172:16 delivery 172:14 demand 20:13 25:11, 13,23 26:8 27:2,8,10 28:13,25 29:2,11,12, 15,22 30:10,13,14 31:5,22,23 33:3,9,12 34:6 35:15,19 42:19, 24 45:8,9,16,18,22 46:1,10,15,20 47:6 52:1,5,17,25 55:4,11, 19 57:18 59:8 70:16	demand-side 42:20 100:9 104:14 108:24 172:13,16 186:25 189:19 demonstrate 66:8,18 67:8,11,13 demonstrates 168:4 demonstrating 66:15 67:14 department 28:4 47:4 depend 86:5 depending 112:17 118:15 137:23 depends 55:19 116:19 182:11 deploy 123:16 derive 122:16 158:24 160:19 161:7 162:18 171:14 183:4 187:13 194:19 196:15	

deviated 135:10	143:25 145:19,21	discuss 60:6 71:6 81:10 82:23 84:14 90:4 94:7 97:3	dramatically 194:24
device 115:11 118:13,15	146:2,7,12 147:15		draw 151:23
devices 111:13	148:13,18 149:7,12, 14,20,25 150:3,8,12, 17,20,25 151:4,11,18 152:4,11,14,19,25 153:13,20,23 154:2,5 155:12,21,24 159:18 169:24 173:14,19,21 176:8,14 177:1,7,12, 18,24 178:1,4,7,9 186:8,11 188:9,18,20 189:1 191:17 192:23 193:2 197:5,11 200:14,20,25 201:8, 12,15,20,22 202:1,4,6, 14,20,23 203:6,9,14	discussed 33:23 90:2,5 95:10 121:6 126:13 141:3	DRI 147:20 148:4 192:4
Dickens 52:8		discusses 32:25	driven 171:7 196:9
differed 185:6		discussing 179:24 199:21	driving 84:20 96:2
difference 21:18 24:21 100:22 130:12, 14 132:13 184:10		discussion 103:12 122:24 138:8 175:8 195:2 197:15	drop 138:12 145:9
differences 110:9 128:15		discussions 72:17 81:1,15 82:6 150:23	DSIM 35:23 37:9 42:20 46:14,17 108:20 128:25 179:15,17 199:19 200:1,3
differently 111:22 130:5		disincentive 196:18	DSM 128:23 138:21
differs 192:6	Dippell's 135:14	dispel 50:19	dual 131:8
difficult 64:6 87:16 95:10,19,21 96:13 142:3 166:15,20 168:24,25	direct 27:17 58:10 74:20 75:5 81:1 92:20 100:2 152:9 154:11	disposal 169:3	dubious 32:25
difficulties 107:23	direction 103:1,3	disrupt 16:10	due 14:16 29:6 35:2 43:20 73:9 144:23 151:25 157:24
difficulty 168:20,24	directly 88:15 103:8 141:6	distinctly 111:22	duration 29:5
diligent 110:14	Director 100:9	distribution 16:22	dynamic 31:21
diminishing 33:18 167:20,22	disagree 161:10 163:17,22	disturbance 16:15	<hr/> E <hr/>
Dippell 14:2,15 15:4, 10,15 16:5 18:9,15 36:14,18,23 39:23 40:5,12,15 47:13,19 48:18 49:1,7,9 50:3,6, 10,20,25 51:5,8 62:19 63:25 64:10 66:21 67:16,19,22 68:8,11 69:3,8,14 71:5 72:5, 10,13,24 73:11,20 74:5,11,14 75:22,25 76:4,8,11,20 87:22,24 88:17 89:21 91:4,7 92:4,8 93:3,7 95:10 96:24 97:7,11,13,16, 24 98:15,18,23 99:1,6, 12,15,17,21 100:15,18 101:3,6 102:2,11,15, 22 103:6 106:14 107:18 108:2,5,6 133:1 134:20 140:20 141:1 142:5,10,14,22	disagreeing 161:21	divide 79:6	earlier 29:7 54:15 73:23 76:15 93:5 102:14 103:1 104:3 105:25 135:12,13 184:20 190:10 193:18 197:14
	disagreement 157:16 174:14 184:22	Division 28:5	early 70:1 87:6 96:4 116:25
	disallow 20:19	DIY 116:11	earnings 61:7 187:1, 2 195:24 196:1,18
	disallowance 20:23 23:16,24 24:8 25:2,6 35:21,24 38:15 39:11 42:4 43:20 156:8 159:22 160:3,24 161:3 162:20 171:18,24	docket 42:8,11 43:4,8 47:6	easier 96:16 168:17
	disallowances 27:10 34:23 36:2 37:7,14 45:13,25 46:7 156:9 159:25 160:5,7 179:12 193:9,12,13 198:19, 23,24 199:11	dockets 40:21 47:9	easily 65:2 66:15
	disallowed 71:19	document 20:24 21:23 78:16 159:9 175:13	easy 95:14,15 129:18, 21,22
	discernment 122:25	documents 20:21 75:13 181:10	EC-2019-0200 19:12
		dollars 185:21	echo 160:24
		double 173:21	economic 28:4 54:19,23,24 112:15 114:4 143:4,8,12,16
		doubt 38:4 50:18,19	
		downfalls 84:7	
		draft 108:22	
		drag 52:11	

169:13,14,20 170:10, 12,22,24 171:2 189:24 190:5,13	employed 74:22,24 154:17	entities 22:18	evaluation 127:8
economics 109:1	employee 84:5	entity 78:1	evaluator 197:3
educated 128:6,7	employees 181:8 186:4	entries 14:22,23	evaluators 185:6
effect 28:21 77:15 118:16 141:18 149:11, 15 150:15 189:15,19	employs 169:1	entry 15:22	evening 189:9
effective 34:7 119:7 174:23 175:11 187:17 188:8	Empower 186:17	environment 156:4	evenly 164:24
effectively 54:21 55:9 58:11 60:24 65:8, 17 83:13 114:24 117:4 123:22 151:3	encourage 34:1 35:10 69:18 198:7	EO-2015-0240 172:20 173:20	event 25:1 33:12,15, 19 34:2 58:18,19,21 59:5,11 81:17,21 82:2 85:4,15 86:11,13 87:4 90:24 93:22 105:9,10, 13,25 106:5 107:9 109:9,10,18 110:21 113:17,18 117:10 121:21 125:1 126:11 131:14 135:20 136:2,7 138:13 146:24 147:21 148:4,5,10 150:22 165:8 166:10 167:4 171:1 183:20 184:7 188:3 190:4 192:10 196:8
effectiveness 34:15 156:15 167:18 187:10	end 17:6,9 68:19 96:9 114:6 116:24 117:1,4, 6 121:24 123:24 141:14 150:1,4 151:13 161:1	EO-2019-0132 28:6	
effects 164:22	ends 200:15	EO-2020-0227 25:20 43:2,19 45:12 46:8,22 101:16,19 102:5 160:6	
effectuate 123:21	energy 22:14 27:12 28:5 30:3 36:1 41:15 42:12 46:25 52:15,22 54:5,8,25 55:1,5,11 57:4,25 58:14 63:4,6 83:9,12,18 84:22 85:6 109:1 124:2 129:24 130:2,4,10,11,14 134:3 139:8 140:3,9 156:11 158:19 174:6 176:20,21 184:2 191:1,4,7 194:3	EO-2020-0262 14:8, 14	
efficiency 42:12 109:1 124:2	engage 109:17 111:2 113:7 114:22,23	EO-2020-0263 14:10	
effort 57:12 117:19	engaged 117:24	equal 109:4 159:25 172:13 184:12	
efforts 19:1 23:1 58:2	engagement 115:2	equally 139:3	
elaborate 95:20 125:24 195:20	engineer 47:3 154:18	equals 58:19	
electric 32:19 41:4 64:23 148:22	engineering 47:4 112:24	equation 137:4	events 20:12 25:13, 25 26:8,9,12,20,21,25 27:2,22 28:13,25 29:2, 4,5,11,13,16,19 30:13, 14,17 31:1,4,6,8 34:3, 25 45:16,18 46:10 52:1,17 55:18,21,23 56:4,5,9,11,12,16,20 57:1,4 58:3,25 59:1,4, 8,13 63:6 66:16,19 81:3 82:10 85:5,7,15 88:1,3,4 94:16,18 105:2,5,7,8,14,16,17, 21,25 106:1,21,24 107:3,13 110:12 113:13,16 115:19 118:7,11 124:5,6,8,10, 20 127:1 128:15,17, 18,21,24 129:2 130:19 132:9,12 133:10,13,20 134:5,7,14 135:3,4,5, 19 136:12,14,16,21 137:12,17,19 138:4, 17,20,23 139:14,17 141:2 143:15,18 144:6,7,17 145:9,24 146:17 147:6,9,18 148:3,4 166:9,13,19
electrical 27:5	enter 16:3 99:2 152:9 155:10,16	equipment 83:24 112:21	
electricity 110:6	entered 23:8 28:2 73:25 133:15	equivalent 55:13	
element 21:25	entering 23:17 152:2	essence 53:24 62:16	
else's 145:13	entire 79:13	essentially 27:5 31:25	
EM&V 34:7 127:19 185:6 196:25 197:1,3	entirety 32:9 128:2	established 19:11	
email 16:22 118:22 203:10		establishing 66:13	
emailed 16:20		estimate 112:24 129:18 172:6 188:18	
emails 114:23		estimated 172:2	
emission 41:13		estimates 58:5,7 121:13,16 131:15 195:9,13	
employ 58:2		estimation 180:22 181:13	
		evaluate 35:24	
		evaluated 127:7	
		evaluating 27:1	

167:4,20,21 168:1,8 169:10,13,21 170:11, 23,24 171:7,12,14 184:14,18,19 185:9,15 186:5 187:8,9,14,18 188:1,4,6 189:24 190:13 191:23,25 192:18 194:10,12 196:14 197:9,17,23 198:1,2,8,11,15	everygy's 20:20 21:10 23:17 25:19,22 30:23 34:11 38:18 41:13 42:3,13,17,18,24 43:13,23 44:16,20 45:9 46:15,20 47:25 51:25 55:3,17 57:23 59:17 62:6 67:24 68:13 69:15 70:11 76:2 78:23 83:4 99:4 102:9,18 104:23 108:17 144:6,12 145:10 151:13 156:17 158:4 161:11,22 166:23 168:16 178:19 179:25 184:6	exclusion 21:19 excusal 152:1 excuse 17:5 94:18 excused 15:16,17 17:9 execute 44:22 executed 44:17 execution 110:21 exhibit 16:21 75:5,6 98:24 99:2,4 100:12 101:11,15,25 102:1,3, 4,5,7,9 146:13 149:24 150:14 155:13,14 exhibits 16:18 75:20, 23 76:1,2 102:12,18 151:24 152:11,21,22, 23 154:22 155:3,10,17 existing 26:21 34:3,4 exorbitant 196:9 expand 113:15 195:25 expect 44:23 118:6 126:7 191:14 expectation 125:4 132:15,24 136:18 137:17 174:21,25 175:8,12 194:19 expectations 132:22 138:7 expected 62:18 120:21 136:1,13,17 174:17 175:1 expenditures 35:21 37:8 38:5 expenses 77:17 expensive 183:21 experience 168:13 169:6 experiences 181:1 expert 145:3	expiration 28:9 explain 46:24 53:7 58:10 64:11 82:9 91:16 112:14 115:22 185:20 187:23 explained 24:18 35:17 60:22 190:25 explaining 60:23 explains 22:2 58:23 explanation 76:25 explicit 55:5 115:23 explicitly 54:12 extension 28:8 117:6 166:12 extensions 197:16 extensive 25:21 extent 37:11 72:21 82:15 181:21 184:3 188:5 191:9 195:13 200:2 extra 72:16 117:6 118:22 extraneous 84:15 extraordinary 19:1,3 eye 89:10
Evergy 14:7,8,12,13, 23 18:5,18,19,21,22 19:4,8,13,19 20:9,12, 16 21:16 22:10,13 23:5,7,8,11,20 24:1,3, 13,14,19,22 25:4,10, 12 26:7 27:25 28:21 29:10,20 30:15 31:7 32:25 34:16,18 41:8, 10,11,16,17 42:5,9 43:1,10,18 44:1,2,6, 10,11,17,22,23 45:2,6, 7,15,18,19 46:9 52:10, 14,21 53:1,4,24 54:5, 10,14 55:24 56:3,4,8, 14,20,21,22,25 57:1,2, 4,6,10,12,13,17,21,22, 24 58:1,17,25 59:1 61:10,15,20,23 62:10 63:19 65:3 66:10 69:25 70:2,9 74:7,9, 18,25 79:10,11,17,18, 22 80:17 82:25 83:1,4 86:2 88:1 89:1 93:4 94:12,13 99:25 100:7, 10 105:2,3,17 108:24 118:6 123:3,7,12 129:7,13,15 135:4 136:1,2,12 144:1 145:8 148:20,23 155:24 157:13 158:22 160:18 161:6 162:18 164:3,12 169:1,3 175:2 176:18 178:15 179:3 180:14 183:3,25 184:14,17 186:1,2,15 187:12,24 188:18 189:23 190:9,12,25 191:18 192:11,14 194:19,21 195:10,23 196:5 197:3,22 198:3, 13,16	everyday 32:8 128:1 everyone's 151:23 everytime 163:1 evidence 36:10 68:16 70:15 76:3 99:4 102:1, 9,17,19 152:24 155:18 166:22 evidentiary 14:5 evolving 82:4 exact 67:15 80:1 86:6, 10,18 87:8,15 96:8,13 118:8 122:24 148:6,7 170:16 EXAMINATION 74:20 93:9 100:2 144:3 146:3 154:11 193:5 examined 90:13 examines 90:15 examples 129:23 130:16 158:14 exceed 183:9,12,18 191:10 exception 17:17 42:4 163:7 excess 43:21,23 45:3 59:18 62:8 123:4,8 excluding 107:9,10	F F1 167:2 FAC 18:24 19:7,9,15 20:13 21:16 23:2,4,8, 21 25:14 29:8 36:1,3, 4,9 37:4,19 38:18 39:7 41:1,5,16 42:3,7,8,16, 23 43:8,14 44:5,12,13, 17,19,20,24 45:14,17, 19 46:6,11,13 48:1,8 52:12,13,15,16 53:5,6 57:3 58:3 60:9,19,24 61:5,15,20 62:13,23 63:8,9,22,24 64:2 65:2,4,6,10 67:25 68:14 70:13,16 80:18	

81:1 85:5 104:16 158:8 160:3 176:4,7, 22,24 178:24 179:6,8 193:10,11 197:7 198:23 199:5,7,11,14, 15,21 200:4,8	February 27:24	filing 24:14 142:12 149:19,21	flip 96:10
facilities 22:23	fee 26:14 77:2 130:20 198:22	final 39:13	flow 23:15 36:1 52:16 61:9 63:22 130:15,16 176:24 178:24
fact 29:10 33:1 85:20 87:2 165:16 166:6,9 183:25 185:22 189:22 194:22 197:2 198:2	feedback 16:14 100:19	finally 35:2,14 140:2	flowed 63:7 178:16 179:6
factor 90:23 96:1 187:21	feel 64:4 65:25 67:6 126:1,8 134:9,13,15 143:6 202:21	financial 22:15 31:9, 15 32:3 61:1 158:24 160:13,20 162:5,7 163:10,12 175:10,13, 14,19,22 183:6 188:7 189:15 190:6,17 194:20	focus 51:20
factoring 143:9	feeling 192:25	financially 183:5	focused 63:18 136:19 143:17
factors 22:19 90:3 93:21 121:6,18 124:23,25 125:13 126:13 182:15,17 183:1 189:12	fees 27:13,23 29:24 30:9,12,21,23 31:8 33:4 36:5 37:12 52:15 76:22 77:7,20 86:7 88:2 92:24 94:21,24 95:1,8 130:16 135:15, 21,23 140:4,8 144:8,9, 11,23 145:4,5 156:10 159:24 161:4 164:7,14 169:20 171:20,25 172:5 176:20	find 21:25 22:11 40:22 44:25 48:3,14 78:17, 18 92:17 112:9 118:17 120:10 121:9 126:16 136:5 145:24 160:12 179:5,25 181:10 203:9	folks 108:23 116:11 122:25 135:9 136:4
facts 53:18,20 54:2	FERC 133:5	finding 129:11 180:20	follow 17:4 64:11 66:23 80:13,14 81:25 86:25 87:23 88:18,21 90:19 104:22 110:15 111:11 124:13,16
failed 52:14 60:25 61:3 68:6 161:6 162:18 170:11,23 171:2 178:15 187:15 190:17,19,20 194:21 196:2,13	fewer 197:23	finds 54:7 83:5	follow-up 81:20
failing 51:25	field 109:4	fine 15:4 18:15 72:6 73:8 97:11 101:3 119:21 179:11 182:3, 25 202:24	foot 181:4
failure 42:18 161:8 172:2 176:18	figure 68:3 84:24 86:18 122:17 167:2	finish 49:14	footprint 77:7,20 85:12
failures 83:21	file 25:20 28:5 32:25 82:19 84:14 88:13 90:22,25 99:11,12,18, 24 100:5,6,11,16 101:4,5,10,13 102:21 103:3,17,22 106:10,18 107:23 135:2 139:3 140:2,17 144:5 145:25 146:4 148:11 149:23 151:3 157:17 161:25 164:2 166:25 168:16 169:15 173:8 184:20 185:7 187:7 190:9,10 193:23 194:10 197:15	firm 204:4	forecast 89:2,4,9 126:3,4 182:18
fair 89:11 139:5 164:20 183:17 185:12	File's 35:7 103:1 150:22 151:1 156:23 197:14	fingers 66:17	forecasted 126:9 182:22
fairly 55:7 87:5 188:17	filed 15:20 19:5,20 35:12 41:9 75:3 98:3, 16 100:12 101:11,14 185:3	finish 49:14	forecasting 82:15 89:6,12 120:11,12 182:16
fairness 70:8		firm 204:4	forecasts 82:14 109:21,22
fall 87:13		Fischer 14:24 15:1 18:6,10,16,17 36:14, 17,20 37:6,20 38:1,12, 20 39:9,17,22,24 40:2, 13 48:23 72:19 74:9, 15,16,20 75:19 93:4,6, 8,9 96:22 100:23 101:1 126:17 128:20 134:1 145:20,21,22 146:3,8,9,14,15 148:11,16,25 149:4,23 150:2 153:11 200:24, 25 201:1,10,14,19 203:2,8,11	forego 57:12
familiar 51:17 127:7 139:4,13 153:3 167:4, 14 184:23 189:18,22 193:19		Fischer's 167:11	foregoing 204:10
farther 125:25 128:13		flat 192:16	foremost 180:19 186:23
fascinating 64:13		flexible 112:11	forewent 177:15
fast 193:17			forgot 91:6
			form 116:4
			formal 69:20,21 71:22 141:20
			formally 138:7,9
			formed 157:15

Fortson 25:16 46:25 135:9 152:5 153:2,14	funny 50:23	goals 52:20 134:3,4, 16	handful 201:5
Fortson's 152:14	future 30:1 61:24 62:7 70:24 123:23 144:19 163:19,24,25	good 14:3 51:5 60:11 61:4 76:11 82:2 85:19 87:5 90:1,2 93:8 98:18 103:17,19,20 106:18, 19 109:16 110:18 116:16 118:24 125:20 126:10,11 133:17,18 153:11 154:12,13 156:2 157:9 159:13 162:9 176:11 189:9 190:23 192:25 202:4	handle 84:8 154:2 201:16
forward 34:12 38:4 48:6 62:6,15 76:17 83:8 84:23 98:10 199:2	G	gotcha 160:22 161:10 172:10 178:3	handled 82:7
found 28:16 48:7 77:1 91:5 160:17	gain 108:19	grant 36:8	handling 200:8 203:16
four-event 33:20	gas 38:23 41:22 64:23	granted 17:18 65:23 70:11	hands 53:10
four-hour 86:13	gather 181:6	great 84:19 99:23 133:4 181:5	handsome 195:24,25
frame 87:18 118:2	gathered 178:8	greater 34:3 55:2 135:20 168:18 187:21 198:8,12	Hang 100:15
frankly 190:19,22	gauging 127:3	group 89:3,6,13,14,17 90:4,9,15 109:17 121:2 126:4,5 128:23, 25 138:21	hanging 40:10
fraught 83:19	gave 17:14 57:17 147:4	group's 82:13,20	happen 48:9,10 81:15 141:2
free 30:15 32:21 55:9, 13 56:18 192:15	geared 176:5	guess 80:19 85:3,9 93:11 96:4,6 119:5 125:16 128:6,8 138:16 141:19 156:25 162:23 164:2,19 169:12 170:20 180:7,19 181:24 183:23 185:10 199:10	happened 125:10 146:17
frequency 129:2	general 19:17 65:11 103:12 108:11 148:21 186:12 200:7	guessing 83:14 181:12	happening 177:25 185:14
frequently 32:20 41:6 82:6 165:3	generally 111:14 120:4 123:11 141:12 183:15	guided 157:15	happy 36:12 47:11 127:4 167:7
fresh 201:18	generating 20:1	H	hard 50:1 85:22 96:9 118:22
front 92:15 104:17 119:4 142:1 187:25 196:6	generation 30:1 83:22 89:8 164:10 183:9,13,19 184:1	half 181:23	Harden 15:1 18:18 99:9,10,23 100:2,16, 17,21 101:2,4,8,9,24 102:20 144:2,3 145:17 155:25 156:1,6 159:15,19 170:1,5,8 173:15,16,20,23 176:8,10,16 177:4,21, 22,25 178:3,6,12 188:19 191:19,20 192:21 195:1
frozen 40:4	genuinely 188:16	hand 42:9 74:12 99:19 154:3	harm 21:24 24:5 25:5 37:25 38:8,10,14 66:23 67:1,3
fuel 14:6,12 18:20,23 19:14 20:20 21:15 23:15 24:9 26:12 36:7 37:12,13,15 38:9 39:3, 11 41:5,13 66:24 156:11 158:5 178:17 179:17	get all 83:25 84:1		head 90:12,20 96:5 121:14 139:1 182:21
fulfilled 158:23 160:19	get allocated 77:11 78:1		header 78:21
full 61:11 83:10 178:22 204:10	gigawatts 174:7		headphones 100:21, 23,25
fully 187:23	give 32:13 68:1 76:24 92:17 103:4 128:5 159:2,9 165:12 167:6, 8 173:5 174:1 176:11 180:23,25 181:2,3,22 182:23 183:8		hear 16:6 17:7 19:2 43:5 70:15 72:25 74:4 93:6 99:15 101:3,5 112:2 117:14 153:21,
function 84:4 128:17	glad 117:17 162:9		
funded 104:13 194:18 195:23	glance 42:7 170:3		
funnel 114:25	GMO 28:2		
	goal 30:18 34:1,10 54:23 93:20,23		

22 179:24 184:19	hitting 88:6 135:14 144:23	I	implemented 42:20 52:19 53:2 63:15 179:15 195:10
heard 16:17 17:8 36:10 42:25 56:14 60:6 101:2 133:9 151:6 153:5	Hoffman 203:17	idea 50:1 56:15 64:3 65:22 67:3 87:4,5,8 120:16 153:12 167:19 180:11 201:13	implementing 161:7 196:1
hearing 14:5,16,17, 20 16:24 17:6 39:25 46:18 48:19 64:19 67:25 69:15 71:25 80:15 88:21 103:9 107:22 134:22 150:1 151:8 180:2	hold 36:11 87:22 152:19	Ideally 198:13	implications 64:16
heart 62:9 69:1	Holsman 99:16,17	identical 71:15	implore 47:7
heat 95:24	home 32:20 78:19 189:11 202:17	identified 161:5 167:2 171:4,11 199:5, 7,16	important 55:16 56:5 57:9 58:17 60:7 112:18 113:11 117:18 118:17 125:7,12 131:17 174:4 195:20 196:5
held 27:18 66:4	hone 128:11	identifies 47:24 169:19	importantly 21:24
helped 100:24 118:20	honestly 163:3	identify 38:17 67:23 68:12 110:19 115:7 166:2 168:17,18 174:5	impression 134:12 177:23
helpers 148:23	Honor 14:24 18:6 51:3 69:13 76:10 80:16 98:13 99:9,23 101:24 102:20 106:13 140:23 149:6 155:23, 25 175:25 177:10 189:7 202:13	illusion 52:8	improve 82:5
helping 128:11	hope 49:20 66:20 98:4 112:9 158:2 173:3 188:15,16 200:16	Imagine 53:10	improvements 30:2
helps 103:14	hoping 35:5	immediately 26:25 196:19	imprudence 21:25 25:3,18 35:19 37:25 48:8,25 49:4,6 50:17 51:25 52:2 54:1 63:21 65:6 66:8,14 67:14 83:3 180:2,12
hesitated 176:1	host 63:9	impact 21:13,14,19, 21,23 26:14,22 27:1 30:18 83:20 84:2 86:23 94:23 105:23 106:3 110:2 115:10 123:3,7,11 127:11 130:19,21,22 144:12, 23 168:2,8 172:2,6 191:12	imprudent 20:10 23:21 25:10,12 29:15, 18 35:18 43:10,24 44:3,8,11 45:2,7,10, 15,17 46:9,12,14 48:14 52:24 53:4 57:1 67:9 83:6 129:11 161:9 180:1,14 200:2
hey 118:1,2,20	hot 96:12 110:4,5	impacted 105:5	imprudently 20:16 26:11 45:20 179:15
high 31:16 83:12,18 85:16,25 136:1,6,13, 17,23,25 137:6,10	hottest 32:1,6,14 127:25	impactful 109:18	impute 61:14,20
higher 31:9 77:10 88:5,6 123:25 129:2 183:16	hour 17:24 58:19 85:18 86:6,10,18 87:8, 15 95:5 96:8,13 115:15,17,18 118:3,14 124:7 132:18 191:13	impacting 194:24	inactive 98:7
highest 58:14	hours 18:1 58:13,15, 16,18,22 59:6,7,11 73:24 83:23 85:18,19, 21,25 111:1,8 120:7 137:9,11	impacts 83:25 84:1 109:24 131:18	incentive 27:8 31:10, 15 32:21 34:6 46:4 60:20 105:13,21 111:24 112:5 113:24 114:16 116:20 119:7 133:21 148:22 158:13 169:20 170:12,24 184:16 188:2 192:8 196:6
highly 110:7	house 116:6	implement 123:21 196:2	
highs 96:6	housekeeping 200:21 201:2	implementation 35:15 45:9,22 46:5,12, 15 63:13 103:12,23 104:4 140:6,11 156:17 157:24 164:14,16 178:19 183:4 195:20, 21 196:4 199:25 200:2	
hindsight 21:6 96:14, 16 180:10	huge 160:24		
historical 79:20 171:19,24,25 172:4,5, 7,9	hundred 114:13,17		
historically 165:1	HVAC 115:10,18		
history 120:17			
hit 88:1 95:4,11,16,21 109:13 121:10 131:9, 14,17 135:20 139:25			

incentives 32:3 114:4 170:10,22 171:2 192:17	indicator 126:11	institutions 22:15	investments 108:24, 25 172:14
incidental 171:5,8, 12,14	indulge 37:3	instructions 50:25	invitation 203:4
inclination 166:10	industrial 27:3,9 31:12 55:20 106:24 107:8 109:24 110:23 114:15 117:9 132:7 133:12	integrated 20:10,17, 23 21:3 38:18 39:7,12 42:18 43:11 47:25 52:2 59:15,17 60:4 67:24 68:13 80:17 120:18 123:17,19 126:3	invite 203:13
include 24:15,23 44:2,7,12 54:24 60:21 61:6 62:3 68:25 73:7 83:23 179:12	ineffective 57:12	intend 16:3 171:6,13	involve 37:8
included 20:16,21 21:17 24:1,3 29:9 35:4,7 37:19,22 43:11 44:20 60:3,14,25 64:2 92:22 197:16	inefficient 46:19	intended 109:3	involved 80:25 113:22 153:8
includes 61:10	inextricably 110:8	intending 49:16	involves 18:20 35:25 112:6
including 19:24 20:10 22:20 24:6 25:4 34:5 45:3 62:8 68:24 147:20 172:22 174:17	infer 170:9,21	intent 41:7	involving 64:19
inclusion 43:12 44:15 60:12	inference 170:17,18	intention 108:21 119:5,10 132:24,25 134:10,12	Iowa 83:25 84:1
inconvenience 31:15 32:4 71:24	inferred 170:13	interact 81:4 144:21	IRP 21:1,2,7,16 24:4, 6,10,20,25 25:5 42:24 43:13,23 44:3,7,14,16, 18 45:4 47:2 48:4,8,15 60:6,12,13,18,25 62:3, 12 68:21,25 69:5 70:23,24 98:11 201:2
incorporated 14:7 100:7	information 15:2,14 21:6 38:8 43:18,25 44:9 45:6 66:22 77:1 78:20,21 80:8 84:5 86:20,22 88:8 111:17 113:6 119:22,23 120:10,11 121:10,19 147:4 185:5,19 186:3, 6	interaction 117:21 145:14	IRPS 62:6
incorrect 49:5 91:21 161:24	infrastructure 77:24 172:14	interactions 127:4	issue 16:14 24:13,25 25:10,24 35:14 44:1,3, 5,11 45:7,11,15 46:9, 18 51:24 53:24 57:3, 20 59:15 60:19 62:12, 15 63:23 65:9 68:20 69:4,19,20 70:1,24 71:4,13 72:21 73:12, 17 82:10 98:11 103:8 122:3 153:3 156:16 162:10 165:5 167:17 190:22 191:22 200:6 201:3,23 202:17
increase 64:25 65:1,4	inherently 108:25	interest 70:8 116:8	issued 42:4 43:3
increased 32:11 64:19,20,21 129:3 187:18 190:7	initial 61:14,19 112:7	interested 22:11 149:16 153:5 173:25 181:16,17	issues 15:16 19:6,22 20:5,7 25:18 26:4 36:10 37:3 42:9,23,25 43:5,7,8 44:14,25 47:2,6,7,17 51:15,18, 19,21 52:4 62:22,23 63:2,10,11,12 71:14, 16 73:7,10 76:15 78:13 81:3 83:20 84:4 97:4 98:14,16 140:3,4, 8,9 152:3,7,17 153:9 199:20 202:10
increasing 62:9	initially 38:2	interesting 64:16	
increasingly 87:16	initiative 29:23 31:5 33:3	interim 117:13	
incremental 45:23 84:11 188:4 191:9,22, 24 192:9	input 82:20	intermingling 193:7	
incrementally 139:15 194:11,14	inputs 82:20 110:17	internet 14:20	
independent 22:7,14 34:8 108:8 186:14,22	inside 113:20 129:21	interpret 135:11	
indication 81:11	insight 83:21	interrupt 113:14 197:6	
	insinuated 56:8	intervenor 15:24	
	install 116:6,10	intervenor 15:22 16:6	
	installations 27:17	introducing 73:3	
	instance 17:5 66:8	invest 77:25	
	instances 178:18	investigation 41:9	
	institutional 169:4 186:3	investment 42:21 104:14 172:13 186:25	

items 41:12 102:17	16,24 98:15,18,23 99:1,6,12,15,17,21 100:15,18 101:3,6 102:2,11,13,15,22,24 103:6,14 106:14 107:18 108:2,4,5,6 119:20 133:1,4 134:8, 19,20,25 135:14 137:3 140:20,25 142:5,10, 14,22 143:25 145:19, 20,21 146:2,7,12 147:15 148:12,13,18 149:7,12,14,20,23,25 150:3,5,8,12,17,20,24, 25 151:4,11,18,21 152:4,11,13,14,19,25 153:12,13,18,20,23 154:2,5,7 155:12,19, 21,24 159:15,18 169:24 173:14,19,21 176:8,14 177:1,7,12, 18,24 178:1,4,7,9 186:8,11 188:9,18,20 189:1 191:17,22 192:23 193:2,4 197:5, 10,11 200:13,14,20, 24,25 201:8,12,15,20, 21,22 202:1,4,6,14,20, 23 203:2,6,9,12,14	149:5 Kayla 21:10 24:18 Keely 203:12,15 Keevil 15:24,25 16:5 40:24 key 84:13 kicked 181:9 kind 16:15 36:25 54:2 56:14 70:23 71:22 74:1 77:1 84:10 90:2,4 109:5 112:1,7 115:21 117:15 118:17 120:8 121:8,24 123:25 125:4,12,14,22,25 126:3,6 127:3 129:16 131:5 140:14 142:25 156:11,25 158:1 159:21 162:3 166:12 176:1 178:13 182:20 185:14,16 186:12 187:23 190:16,22 193:7 199:3 kinds 83:25 84:1,7 knew 26:14 59:22 60:3 125:9 170:10,22 knocking 97:3 knowing 61:11 knowledge 39:17 48:11 69:3,6 75:17 155:7 169:4 185:13 186:3 199:4 kw 112:17,19,22,25 113:4 117:22	landed 47:6 language 133:25 172:17 193:18 197:16 large 55:20 59:9 77:5, 17,24 83:23 96:1 106:24 107:8 187:24 largest 95:2 late 87:6 95:25 177:19 189:3 201:11 late-filed 149:24 150:14 laughing 50:22 law 14:16 19:2 32:18 33:18 35:10 38:16 47:24 64:17,24 65:14, 17 67:7,23 68:11,12, 17 109:3 167:20,22 lawyer 172:11 lead 14:14 46:19 200:4,5 leads 111:14 learn 134:7 leave 49:17,22 97:19 145:14 led 82:19 left 146:1 legal 21:25 64:14 68:18 69:7 132:23 156:6 Lena 43:16 58:8 201:5 length 113:17 letter 64:17,24 65:17 67:6 118:23 letting 116:12 148:16 level 27:17,19 78:5 79:10 122:10 158:14 168:24 levels 77:9,10 122:9 liability 19:11 lies 117:21
<hr/> J <hr/>			
Jackie 203:12,15			
James 15:1			
January 14:4 19:18, 19 26:15			
Jay 25:15 47:3 203:17			
JE-2016-0151 142:9, 12 149:19			
Jean 204:3,15			
Jeff 40:24			
Jefferson 15:8			
jeopardized 26:24			
Jim 18:17			
JL-S5 165:21			
job 66:18 67:11 100:8 169:2 190:23			
John 15:12 51:11 72:19 74:10,17,24 110:16 121:2,6			
Josh 18:18			
Joshua 15:1 99:10 156:6			
Judge 14:2,16 15:4,6, 10,15,24 16:5 18:8,9, 15 19:2 32:18 35:10 36:14,18,21,23,24 37:6 39:23 40:5,9,12, 14,15,18 47:13,16,19 48:17,18 49:1,7,8,9 50:3,6,10,16,20,25 51:5,8 62:19 63:25 64:10 66:21 67:16,19, 22 68:8,11 69:3,8,14 70:22 71:5 72:5,6,10, 13,19,24 73:11,20 74:5,9,11,14 75:19,22, 24,25 76:4,7,8,11,20 87:22,24 88:17,24 89:20,21 91:4,7 92:4, 6,8 93:3,7 95:9 96:15, 23,24 97:7,11,12,13,	Judge's 147:5,14 judicial 202:17 juggle 100:19 July 41:18 87:6,18 95:14,25 120:5 121:12 144:19 146:24 147:24, 25 148:5 jump 145:22 148:16 June 18:24 28:14 29:8 41:16 86:10 87:11,13 95:13,18 96:3,4,6 113:7 118:3 144:16 147:18,21 jurisdiction 28:13 120:24		
	<hr/> K <hr/>		
Kansas 28:1 74:25			

Light 28:1	loads 145:13 163:18, 23	189:9 191:23 193:6 194:25 197:14 199:4 200:12,16	149:8,18 150:18 153:1 154:25 164:1 170:18 180:20 181:20 183:1 186:10 187:11
likelihood 88:5,6	locational 30:11 85:11,12 156:9 168:14 176:19	lumpy 165:3	makers 158:23 160:19
limit 68:5 141:4	log 202:8 203:3	lunch 18:1 72:7,16 73:23 97:2,17 98:4,5	makes 24:10 125:20 130:12 142:20 164:3 166:14,20
limited 141:17	logged 202:9	lunch/settlement 97:25	making 24:15 34:21 42:6 46:14 59:25 68:21 69:20 87:3 131:19 146:19 203:18
limiting 141:14	logic 129:20	<hr/> M <hr/>	man 53:10
limits 94:16	logical 166:12	machine 68:6	manage 32:3 118:20
lines 92:20	long 68:5 72:16 97:2 116:17 117:5,7,18 177:19	made 15:19 21:17 22:3 23:1 24:21 37:15 39:12 49:20 59:22 61:15 76:3 82:10 86:2, 6 92:3 96:20 99:5 102:10,19 129:20,22 152:24 155:18 164:17 170:16 178:22 179:3 180:6 182:21 186:1 187:16 193:7 199:17 200:10 204:11	managed 27:15
linked 110:8	long-term 23:5,9 117:21,22	Madison 15:8	management 25:11, 23 45:8 100:9 171:7, 13 175:24
list 51:15,21 74:6 98:16 177:21	longer 23:14 77:24 116:18 163:2 178:11	magnitude 114:12	manager 46:25 75:1
listed 78:10 98:16 105:25 124:6	lookback 79:20	mailers 114:23	managing 80:18
listen 47:8	looked 58:13 81:10, 23 84:21 137:10 148:24 185:16 197:1	main 74:25 82:20 84:17	mandated 21:2
listened 51:16	lose 139:22,23	maintain 54:21	mandatory 114:3
listening 32:18 50:21 179:21 180:3	lost 39:18 40:5 68:1 127:18	maintains 55:24	manner 25:14 45:16, 19 46:10 57:23 67:9 166:14,19
lists 64:22	lot 35:12 59:16 60:6 103:15 109:8 112:23 116:11 125:8,13 137:16 195:19	majority 33:19 70:7 115:4 196:12	Mantle 21:12 24:10 27:20 43:16,24 44:8 45:1,4 58:8,23 60:22 91:14,18 92:13,22 137:8 151:6 200:18 201:5
literal 135:6	lots 83:24 126:12 127:3	make 15:22 16:12 21:3 30:24 31:25 52:6, 13 53:3 54:16 56:7,14 57:12 59:21,23 60:4, 21 61:1,8,21,25 63:16 68:23 69:21 70:25 71:9,12 75:10 81:19 82:9,16 100:21 103:13 104:1 110:13 111:9, 10,12 113:5,23 114:2 115:12 119:21 120:14 124:17 129:21 131:25 135:7 143:8 144:9	Mantle's 43:17 73:7 184:13
literally 114:2	loud 92:21	maintain 54:21	March 28:9 41:8
lives 162:13	loved 52:7	majority 33:19 70:7 115:4 196:12	margin 19:24 54:22
LLC 204:5	low 123:24	make 15:22 16:12 21:3 30:24 31:25 52:6, 13 53:3 54:16 56:7,14 57:12 59:21,23 60:4, 21 61:1,8,21,25 63:16 68:23 69:21 70:25 71:9,12 75:10 81:19 82:9,16 100:21 103:13 104:1 110:13 111:9, 10,12 113:5,23 114:2 115:12 119:21 120:14 124:17 129:21 131:25 135:7 143:8 144:9	marginal 30:11 54:25 85:11,12 168:14 176:19
LMP 58:15 85:9,13 159:22 161:3 164:13 169:9 171:19,24	lower 32:15 33:3,4,5	maintain 54:21	marked 16:18 75:5 98:23 100:12 101:11, 15,25 146:12,23
LMPS 83:9 85:7 156:10 159:23 169:19	lowered 30:25	maintains 55:24	
load 27:6 29:25 30:19, 23 32:1 34:10 77:11, 13,14,15 78:23 79:7, 10,11,12,16,17,19,21, 23 81:11 82:17 86:8, 22,23 89:5,7,8,9,15 94:25 96:2 104:24 105:6 109:20 110:25 112:11,12 115:14 122:22 123:3,7,11,13 125:4 126:4 130:1 134:6 143:10 144:13 145:9,10 161:12,14,15 164:4 166:16,21 169:2,7 184:2	lowest 123:20	majority 33:19 70:7 115:4 196:12	
	Luebbert 25:15 47:3 70:4 91:20,21 137:9 153:19,20 154:8,12, 16,21 155:9,15,20 156:2 176:23 177:5 178:10 181:10 188:12	make 15:22 16:12 21:3 30:24 31:25 52:6, 13 53:3 54:16 56:7,14 57:12 59:21,23 60:4, 21 61:1,8,21,25 63:16 68:23 69:21 70:25 71:9,12 75:10 81:19 82:9,16 100:21 103:13 104:1 110:13 111:9, 10,12 113:5,23 114:2 115:12 119:21 120:14 124:17 129:21 131:25 135:7 143:8 144:9	

market 22:3,9,10,11 55:1 59:24 62:1 78:21 83:10,19 85:23 89:7 90:6,14,15,22 136:1 143:7 171:19,25 185:15	means 31:24 56:2 135:5	110:15 134:3 135:7 164:10 184:2 187:10	minds 201:18
marketers 22:14	meant 119:6,11	meeting 14:17 49:17, 19,22 81:8,9,20 109:20 110:14 133:6 136:20	mine 142:8
marketing 84:4 109:17 114:11,21,22 115:2	measure 21:5 72:18	megawatts 77:14,15 79:5	minimal 34:20 45:23 58:2 188:1 194:21
marketplace 22:6,16	measured 162:12	memo 147:6	minimize 26:12 45:20
markets 81:12 82:21 174:5	measurement 127:8	mention 48:3 69:14 118:25 126:14	minimized 168:9
mass 114:10,21	measuring 111:13 167:18	mentioned 29:7 37:6 71:17 95:9 107:10 119:8 122:1 126:1 139:21 169:15 170:13 178:25	minimum 33:20,21 68:25 133:13,20 197:25 198:2
match 109:22	mechanism 42:21 104:14 158:6 176:24 186:25	merit 20:24	minute 68:2 100:15 137:25 159:10 197:6
material 21:19	mechanisms 112:22	message 111:10	minutes 40:16 170:17 192:24
materials 128:8	MEEIA 20:13 25:10, 13,18,19,22 26:1,2,4 27:10,15,19 28:8,17 30:4,5,6,16,21 33:2 34:4,13,23 35:22,23 36:10 37:5,8,11,16 39:3 42:13 43:1,4,5,19 45:11 46:8,21 52:7,11, 18,19,20 53:3 54:21, 23 62:24 63:1,9,13,16, 17 70:6,13,15,18 71:16,17,19 84:13 91:19 103:1,13 104:9, 10 108:9,14,16,17,20, 21 116:20 119:15 123:15 124:3,9,18 127:6,17 132:14,25 137:9 139:4 140:5,10, 13 146:6 156:18 157:8 158:9,11,16 161:6,11 162:16 163:1,3 164:14,18 172:12 174:3,24 175:23 176:6 178:19 179:13 180:21 181:18 185:1 186:14, 18,21 187:4 193:13,19 195:7,15 196:16,17 197:7 198:24 199:17, 22	Messamore 21:10 71:2 97:1	misguided 47:10
math 131:10 145:12	MEEIA2 26:21,23 27:1 28:7 32:9 33:13 34:19 35:1,4,16 36:5	Messamore's 24:18 72:8 98:20	MISO 22:8
matter 14:5,11 20:3 71:8 110:5	MEEIA3 26:17,20	met 28:17 66:17 134:13,15 185:4	misted 46:2 129:20, 22 142:14
matters 99:22 200:21	meet 53:3 61:3 82:6, 18 90:3 94:22 95:2	method 83:2 117:11 129:9,14 180:12,16,24	Missouri 14:7,8,13 15:9,13 18:19,21 19:8, 13 23:7,11 27:25 28:5 40:24 41:3,23 42:14 75:1,2 79:11,18 80:2 94:13 108:10,13,15 154:18 204:5
max 197:20		Metro 14:13 18:18 19:13 23:5,8 27:25 41:8,10,17 42:5 79:10, 18 80:3 94:12 105:3 148:20 201:24	mistake 177:17
maximize 26:10 27:22 30:9,20 31:8 42:19 45:21 53:23 94:21 176:18 183:6 186:4 190:17,20 194:17,21 198:14		Metro's 18:22 79:23	mistaken 78:20 91:18
maximized 178:23 190:6		microphone 16:13	mitigate 110:19 118:6,7 122:15 132:17
maximizing 178:25 189:15		Midcontinent 22:7	mitigated 30:25
maximum 31:4,5 53:22 56:22 58:3 83:1 113:17 115:24 129:7 133:11,12 134:14 180:15 192:20 196:14		middle 119:1	mode 111:7 118:15
maximums 34:2 198:5		mike 40:13	model 24:16,19 90:8 109:3
May-ish 118:1		million 20:19 23:24 24:8 25:2 29:6 61:16	modeled 44:13,18
meaning 22:4 57:13 94:14		millions 185:21	modeling 21:11 62:2
		mind 91:10 125:24 130:24 158:2 200:10	models 62:3 68:25
			modifying 123:23

moment 40:18 141:20 165:12 167:6 173:5 180:25 181:3	multiple 30:22 33:12 46:18 63:11 78:10 132:20 167:4	non-every 23:10	146:24 149:21 167:8 169:1 174:2 176:23 187:8,9,10,18 198:2
Monday 81:9,16,22 83:16 93:12,16	multiplied 58:15	non-participants 194:14	numbers 59:11 61:17,18 80:1 119:3 124:11 138:13
money 53:23 54:7,9 55:8,9,13 56:19 57:9 58:12 191:5	multiply 59:5	non-participating 139:15	numerous 30:13 32:24 162:3
monitor 141:12	municipalities 22:14	non-summer 94:4, 10,22	<hr/>
monitoring 111:13	mute 16:16 40:13 97:19 100:20 106:13	non-unanimous 98:8	O
month 30:22,24 31:2 79:14 81:14 85:14 86:6,14,16 87:14 88:2 95:17 131:10,13 135:16 141:17,24 198:21	muted 16:7 49:8 93:4	nonparticipating 194:11	<hr/>
month's 89:15 164:6	<hr/> N <hr/>	normal 124:25	obey 50:25
monthly 30:25 33:5 34:20 79:1,4,6 86:9, 10,15 87:10,13 89:2,4, 6,10,12,16,18 93:25 95:11,16 144:10,16,23 168:18 169:7 182:13	nail 106:20	Nos 25:20 28:6	object 176:2
months 30:24 41:6 58:14,16 81:6 87:15 94:17,22 95:3,6 106:22 135:19,23 143:14 144:19	naming 112:4	nose 61:12	objection 17:12 69:24 70:10 73:3 75:22 98:10 99:1 102:11,14,16 152:20 153:10 155:12,15 177:2
months' 135:20	Nancy 14:15	Notably 23:13	objections 102:7,16
Montrose 19:14	narrow 122:19	note 17:14 48:5 85:11 151:12 169:12	objective 84:13 136:15 161:11,13,14, 16,17,22 162:1
moot 123:8	Natural 38:23 41:22	notes 173:17 204:11	objectives 53:3 157:14 158:18
morning 14:3 81:9 93:13,16 200:23 201:18 202:19 203:23	nature 22:4 24:7 131:10 132:23	notice 17:20,21 119:18 142:18 151:8 158:13 201:3 202:18	objects 98:8
motion 17:11,12 36:8 69:24 70:10,11 146:10	necessarily 17:9 89:9	notification 118:12	obligation 38:3,13 194:17
motions 70:20	necessitate 105:22	notifications 110:22	observed 61:2
mouth 40:3 161:23	needed 16:25 22:12, 22 78:15 86:22 105:23 124:14	notified 41:6	obtain 121:7
move 55:14 59:14 75:19 152:9 153:16 155:10 182:6	needing 16:8	notify 113:5	obvious 55:7 95:24
moving 62:15 152:12 153:10	negatively 61:5	noting 127:6	occasion 54:24
	negotiation 98:1	Notwithstanding 29:10	occasionally 31:14
	negotiations 26:17	November 18:25 29:8 41:17 129:1	occur 62:2 81:9 87:10 96:8 119:24 182:10 200:3
	neighborhood 80:2	nuance 132:13,15	occurred 38:14 67:14 86:11 87:3 95:6
	net 19:24 41:13 123:20 184:10	number 27:17,18 31:16 32:13 34:3 43:9 45:7 58:3 59:6 78:2 79:5 88:3 95:1 112:19 113:1,16 120:23 122:8 124:4 126:7 127:1 128:17,23 129:18 131:12 132:9,11 133:11,13 134:14 136:21 141:4,14	occurring 77:6 96:10
	netting 130:21 184:3		occurs 77:19 87:7,16, 18 94:3 200:4
	news 176:11		
	nice 52:9		
	Ninth 14:5 18:20 41:10		
	non-confidential 14:19		

off-system 41:14	operated 34:12 104:10	organizations 22:7	127:16 128:20 130:8,9 137:20 138:8 146:25 148:15 152:24 155:18 157:24 163:6 174:10 178:20 183:24
offer 89:7 98:22 101:25 116:15	operates 30:4	original 17:10 108:21 130:24 178:20	Partial 19:5
offered 70:10	operating 78:7 185:20	originally 17:16 140:14 146:21 178:12	partially 179:13
offering 186:22	operational 54:19,20 122:2	outages 169:11	participant 32:12 128:4
Office 15:10,13 19:5 28:3,22 51:11	Operations 75:2	outcome 21:18 168:22	participants 22:10 27:18 114:13,15 117:19
offices 54:6	Operator 22:8	outlined 41:21	participate 31:17 32:22 34:2 49:16,21 51:1 88:11 114:24 132:2 174:18 192:17
official 17:20 51:17 142:18 201:3	opinion 20:25 162:8 184:13	outlook 121:4	participating 15:17 112:10 114:4 115:1 118:19 141:13 184:7 192:12
officially 16:20	opportunities 46:1,6 171:17,23	overlap 137:14	participation 31:10 128:15,17,24 129:3 138:13,22 192:16
offline 97:20	opportunity 70:2 81:24 84:11 137:1 139:24 187:2 195:25 196:1,19	override 165:8,16 166:10	parties 15:19 17:4,15 19:25 26:1 37:1,2 38:3,13 41:7 48:5 98:2,7 127:9 132:19 172:22
one-on-one 112:7 114:11 116:2	opposed 175:11	override 102:16 177:1	Partly 141:19
one-year 116:25 117:7 145:4	opposing 66:7 67:8	overruled 70:11 102:14	parts 54:15 137:4
ongoing 43:1 82:7 117:15 130:16	opposite 126:18	owners 77:21	party 48:7,24 49:4,6 50:17 66:7 67:8 127:10,14,15
online 16:24 115:4 116:4	opt 113:18,25	<hr/> P <hr/>	pass 156:11
OPC 43:15,25 44:9 45:5 55:6,25 56:6,20 57:19 58:8 60:2 61:13 62:6,25 63:3 65:5,9 66:13 71:1 83:8 91:14 125:8 128:1 129:19 130:18 176:1 177:10, 23	opt-out 134:8 141:5, 17	p.m. 146:24 147:19, 20,22,25 148:1,2,8	passed 57:7
OPC's 52:14 53:8,21 62:9 68:19 83:2	opt-outs 128:23 129:3 138:22 141:3,15	pages 25:16 149:21	past 37:21 39:15 48:12 69:4
open 16:13 49:18 78:8 97:18 173:11 182:2	optimizing 183:3	paginated 146:21	path 42:15,16
opened 64:15	opting 141:24	paid 56:17,21 112:16 187:25 188:2 192:16 195:24	patient 16:23 17:2
opening 17:13,15,23 18:4 37:2 49:12,14 50:13 51:2,12,16 56:8, 15 62:10,16 71:18 128:21 134:1 147:1 167:11	option 123:17	pandemic 14:17 19:4	pause 16:21,24 69:9
openings 35:8	options 47:10	paragraph 173:24	pausing 68:2
operate 186:16	order 17:3,4,17 24:13 28:15,21 29:2,12,19 30:20,24 43:3 53:7 56:19 76:4 84:25 86:23 108:3 114:12 115:14 133:6 163:8 172:25 173:6,9,18 174:10 175:18,22 177:13,16 201:4	parameters 30:7 88:10 111:19 113:3,22 132:1	pay 55:8 57:14 196:7, 9
	ordered 28:18,23 29:10 35:3 46:13,14, 16 199:13	parse 76:18	
		part 21:25 25:4 48:24 49:12 55:10 57:19 60:18 72:9 76:3 78:8, 13 80:20 92:24 99:5 102:10,19 103:2 108:23 109:15 112:18, 19 117:16,20 118:17, 21 120:20 124:12	

payment 118:19,22	138:12,24,25 156:5 165:20	phase 110:22	points 55:14 182:21
payments 163:14	percentage 59:12 78:24 134:8	phone 16:9 68:5	policy 65:7,11 172:12
peak 26:22 27:6 29:6 30:1,19,23,25 33:4 34:10,20 79:5,6,19 81:14,15 82:18 84:12, 18 85:4 86:6,11,14,19 87:3,6,10,16,17 88:2,7 89:10,16,18 90:4 93:17,24 94:1,2,14 95:1,5,6,12,14,16,21 96:8 104:24 105:6,18, 23 106:2,4,7,8 110:19 112:13 115:14,19 118:8,20 119:23,25 120:6,7,12,16,24 121:3,12 122:15 126:7,9 131:7,9,10,11, 14 132:16 134:6 135:15,24 136:11,20 139:25 143:17 144:6, 13,16,24 161:12,14,15 163:18,23 164:4,6 166:16,21 169:7 182:10,12,13,16,18,22 183:15,19 184:9 198:21	perfect 36:18 50:24 perfectly 73:8 107:16 perform 105:12 110:24 113:13,24 performance 21:5 156:24 performed 42:1 77:22 period 18:24 20:14 21:16 23:2,4,8,21 26:10 27:14 29:7,13 30:1 35:20 41:16,18 44:23 79:24 85:5,14, 24,25 87:7 110:25 111:7,25 112:12,13,23 113:6 114:18 115:19 119:8 130:1,2,5,12 134:6 141:18 143:14 147:10 149:9 162:13, 15,16,19 163:10,13,16 182:11 183:19 189:20	pick 95:5,14 96:7,12 picking 85:17,18 picks 85:22 picture 103:5 pieces 75:4 101:22 place 23:6 46:4 112:22 113:9 146:19 185:22 187:4 198:3,4, 14 204:7,12 places 162:3 plan 18:3 20:11,18,23 21:3,14,22 24:5,14,22 27:15,19 28:8 35:1 38:18 39:7,12 42:18 48:1,6 50:3 52:3 59:15,18 60:5,16 67:25 68:14 81:7 113:9,12 120:19 123:17,19,22 126:3 174:3,15,16 planning 20:21 21:1, 22,23 24:2,9,10 43:11 plans 21:20 played 116:21 playing 109:4 plays 64:11 pleadings 15:2,14 point 16:2 18:7,8 48:14 55:7 67:10 72:17 102:25 121:13 122:12 123:8 124:17 125:7,18 156:19,22 157:6,9 159:21 160:11,17 164:3 165:15 169:18 175:7 176:2,6 185:11 pointed 18:20 140:10 178:12 pointing 125:7	pool 32:12 128:4 pop 133:5 portion 187:24 193:25 portions 14:19 portrayed 44:1,10 45:6 84:10 position 20:15 22:16 34:11,17 37:7 42:22 43:12,18 44:4,15 51:15 52:14 53:8,21 55:25 56:10 61:19 65:18 68:20 100:8 160:16,22 163:8 164:12 positions 43:9 positive 191:5 posits 41:24 possibility 20:22 24:1 25:4 97:3 139:19 possibly 31:10 postpone 72:7 potential 26:19 43:16 46:3 81:17,20,23 82:16 83:9,10,12 84:7, 22 85:6 94:23 113:16 126:12 145:14 171:1 178:15 179:3 197:24 198:20 potentially 31:9 68:6 71:14 81:11 139:14 161:18 195:25 power 18:7,8 20:20 21:15 22:15 26:13 28:1 31:13 36:5 37:12 38:9 41:13 66:24 81:4, 12 109:17 132:9 183:8,10,12,13,15,18, 21 184:11 190:24 practical 71:8 preapproval 21:8
peaking 94:13	periods 22:22 87:3 94:11 95:12,22 113:11 115:20 184:9 187:14 198:17 permission 17:15 permitted 194:2 permutations 51:22 person 26:24 34:12 46:2 65:1 101:14 112:7 116:3 personally 71:25 204:6 personnel 113:10 perspective 53:5 64:14 82:23 83:10 84:23 89:18 perverse 60:20 PGA 38:24		
peaks 33:5 79:1,4,5 81:23 82:2 84:12 86:9, 15 87:10,14 89:2,4,6, 12,16 94:1 95:11,16, 21 105:4 118:6 120:21 121:5,9,10,12 126:1 135:20 168:17,19			
penalty 113:25 114:6			
pending 17:11 20:3 25:19 37:4 70:20 177:2			
people 16:25 42:1 71:24 111:10 113:10 115:1,16 128:6 130:2 141:12 169:1			
perceived 84:10 195:2,4 196:23			
percent 33:14,15 57:5,6,7 77:16,17 80:2,3 125:9 126:10			

precautions 72:2	previously 34:25 168:11	procedure 65:8 202:7	132:3,25 134:3,15,16 136:10 137:24 138:8 139:10 141:5,7,9,11, 18 143:2,4 146:18 147:18,20,24 157:25 158:5,8 161:16 175:23 176:6 178:23 179:14 183:20 186:14,16,18, 19,21,24 187:3,11,16, 20,25 188:2,5 189:14, 24 190:13 192:3,5,8, 11,13 194:24 196:4, 10,17 197:23 199:25 200:1
precludes 168:21	price 55:1,2 85:11,12 90:18,19,22 110:6 129:24 130:10,11 132:21 136:6,17,23 137:10 143:9 176:19	proceed 70:2 72:14, 15 73:21	programmable 27:7 28:12 29:4,22 31:24 34:5 141:10 147:18,24 148:3 158:4,7
predecessor 27:24	priced 130:6	proceeding 26:2 35:23,24 46:17 75:4 91:19,20,21,23 175:8 197:22	programs 20:13 25:11,23 26:1,21,23, 25 27:1,11 29:23,25 30:5,8,10,16,18 31:3, 22 32:23 34:5,9,13 35:16,19,22 38:3 42:12,20,24 45:8,10, 22 46:1,13,21 53:1,2 54:12,13 55:4,17 56:1, 3 57:18 58:4 81:13 82:25 84:13,18,21 88:16 90:16 94:9,21 95:15 103:24 104:4,7, 9,13,23 105:8 106:23 108:14,17 111:8,23 112:3 114:25 116:13 123:16,22 124:2 127:4,7,11,12,13,18 129:7 130:3 131:24 137:19 139:10 140:6, 11 156:18 157:16 158:10,12,17 161:8, 12,22 162:10,11,17 163:4,13 164:15,18, 19,20,21 172:16 174:7,18,23 178:19 179:1,15 180:15 183:5 184:6 185:21 187:24 189:19 194:2,5,6,18, 20 195:10,23 196:1,2, 5,12
predict 169:2 186:6	prices 30:11 83:13, 14,18,20 84:2 85:16 90:6,7,8,10 136:1,13, 14 137:6 143:6 161:4 168:14 169:9,15 183:15	proceedings 204:6,9	process 16:17 21:2,8, 9 24:2,7,10 38:22 39:1 43:11 48:4,5 60:13,15 68:22 77:23 82:3,5,9 93:12 108:23 109:12 110:16,17 111:2,14,23 115:4 121:8,24 123:19 124:3 140:12 174:4 196:25 197:1
predicting 168:13 169:6	pricing 90:17 139:22	processes 112:21 127:12	procure 54:25
predominantly 176:5	primarily 93:24 136:19	procure 54:25	produce 54:25
prefer 18:14 31:13 71:21 115:6	primary 25:24 30:18 33:1 136:15 161:11,22 162:1	producers 22:15	producers 22:15
preferred 21:3,14,22 24:5,22	Pringle 15:6,7 16:1 40:18,23 47:13,18 48:2,13,19,20,22 49:3, 8 50:12,15,16,20,22, 24 52:7 73:18 75:24 76:6 88:24,25 89:19 92:6 102:13,24 103:14,16 106:10 134:25 135:1 138:1,2 140:16,19 150:24 151:21 152:13,16 153:18 154:6,7,11 155:9,19 188:22 192:23,25 193:4,5 197:5,8,12 200:12	produces 55:12	production 122:23 125:5
prefiled 15:21 16:18	Pringle's 144:22	production 122:23 125:5	profiles 81:11
preliminary 74:1 99:22 154:6 158:3	prior 16:19 88:11 111:19 145:5 186:15	program 25:13 27:7, 8,16 28:12 30:21 31:5, 6,7,9,23,24 32:9,16 33:3,25 34:3,4,6,7,11, 19 37:8 43:20 45:23 46:16 52:1,5,17,18,19 54:12 55:11,20,21 56:6,9,17 59:2,9,10 63:13 66:19 70:15,16 80:18 81:17 88:11 94:15,16 103:13 104:11 107:2,12 108:8,9,16,20 111:19, 24 112:5,8,20 113:3 114:2,8,10,11,12,16, 18 115:13 116:6,12,18 117:16,19,20 118:4, 11,19,21 119:7,9 122:16 123:16 128:2	prohibited 141:24
premarked 151:24 154:21	prioritize 158:18		
prepared 154:20	privy 84:5		
prescribed 198:4	problem 59:17 60:2 62:5 73:16 108:4 157:5 159:11 195:9		
present 15:22 16:6 46:23 123:20 127:16 179:21 193:22 204:6	procedural 35:2 202:10		
presentations 17:16			
presented 51:18 109:19 138:21			
presenting 51:12			
presiding 14:16			
press 53:12,14,20,21, 25 142:19			
pressing 53:14 55:10			
presumed 66:7			
presumption 65:22 66:6,12			
pretty 54:4 103:19 111:22 122:19 126:10 139:3 144:4 185:23 188:11 200:11 201:17			
prevent 47:10			
previous 24:20 44:1, 10 45:6 47:23 185:8			

project 95:10	16,23 43:1,8,14,19	purchases 22:3 54:8	145:23 147:5,14
projected 90:8	44:5,15,17 45:12,14	purchasing 81:4	148:12 156:25 157:13
projecting 182:16	46:8,22 48:1,8,21	82:11 184:1	158:11 159:13 160:9
projection 83:9 89:15	50:19 57:9,15 62:23,	Pure 64:17	162:9 164:19 166:1
projections 61:3	24 63:1 65:15,22 66:6,	purports 167:2	167:7 175:6 176:16,23
projects 77:18,23,25	10,13 67:25 68:14	purpose 34:19 54:13	177:2,3 180:8 186:12
78:1	70:13,14,19 103:1,12	55:5 63:14 104:24	189:12 191:19,21
proof 37:24 48:20	140:5,10,13 141:18	122:16 123:25 136:10	194:9
64:12,20 65:1,13	143:14 149:9 160:4	purposes 52:24	questioning 57:19
proper 43:1 111:13	162:16 179:13 180:21	94:15 95:3	135:14 176:3 188:24
195:21	185:1 189:20 193:8,	pursuant 174:24	questions 35:11
proposals 132:18	10,11,13 195:14,15	pursue 26:3 36:11	36:13,19,22,25 37:2
propose 129:13	197:7 198:24 199:5,7,	pursuing 26:4	39:21,24 40:1,8,11
proposed 23:24 24:8	12,14,17,21,23 200:8	pushback 65:25	47:1,5,8,12,14,21
25:2 27:9 35:24 64:21	prudence 37:19	pushed 197:25	48:19 49:23 50:6
83:4 139:10 193:10	41:20,21,24 42:2,12	put 48:6 61:15 83:8	58:10 62:17,20 67:20
194:5 199:11	43:12 44:4 46:20 48:4	112:22 113:1 123:16	69:9,11 70:21 73:13
protocol 111:3	52:18 63:13 64:2,5,13	124:12 137:8 145:5	75:12 76:6,12,13,14,
185:22	65:10,12 176:5	152:12 161:23	16,18,20 88:19,20,21,
protocols 198:13	prudent 42:6 57:3	puts 49:10 58:22	22,23 89:23 91:2,5,7
prove 50:19 66:9	63:15 66:2,7 67:12	putting 98:2 152:8	93:10,14 96:22 103:21
67:11	172:15	Q	106:11,15 107:19,20,
proven 34:7	prudently 52:19 53:1,	Q&a 157:13	21,24 108:6 115:7,12
provide 19:24 30:2	2 56:1 63:15	qualifying 115:7,12	130:18 133:3,8
34:9 53:8 124:18	public 15:10,13 17:8	quantified 196:23	134:22,23 140:21,25
135:20 149:3 158:22	19:5,20 20:8,15,18	quantify 38:15	143:24 144:4 150:21
162:6 163:18,23 164:5	21:6 23:15,24 24:8	question 30:10 38:20	151:6 152:6 153:2,6,
174:17 198:21	25:2,6,9,17 26:6,13	39:2,14 40:3 46:21	15 154:6 155:2 156:7
provided 17:4 43:15	27:9,20 28:4,23 29:13	47:18,23 52:21 53:17	177:8,9,20 178:2,9
45:1 88:8 111:18	31:18 32:8,22 33:5,10,	60:7 63:24 64:13	179:19 182:7 186:9
118:5 173:1 174:12	13,24 34:17,22 40:25	66:20 67:13,17,22	188:10,25 192:22
175:1 180:21 185:5,7	41:22 42:14 50:14	68:10 86:25 87:19	200:17 201:5
194:13 195:7 197:3	51:2,12 69:16 72:22	88:12 90:18,21 92:5	queue 77:23
proving 65:19 66:11	75:7 76:9 82:24 85:1	103:25 104:6 109:15	quick 51:4 102:25
provisions 28:17	89:22 92:9 106:15	113:20 120:1 123:6	111:17 186:10 189:10
proxy 195:5,8,12	124:5 129:6,9 140:22	125:16 127:20 128:12	quickly 42:10 106:20
prudence 14:5,11	152:21 154:18 155:14,	129:5,17 130:24 131:5	162:6 186:24 188:11,
18:21,22 19:7 25:19,	22 188:14 189:6	133:9 134:9 135:3,22	17 202:7
22 26:2 33:14 35:16	pull 40:19 82:14 91:11	138:1,3 140:7,15	quiet 16:4
36:3,6 37:4,5,10,11,16	104:18 173:5	142:15,16,20,24	quote 28:19 35:22
38:2,5,19,22,25 39:3,7	pulled 91:19	143:13,20 144:22	112:11 162:5
41:1,4,7,10,11 42:8,	purchase 191:6		quoted 189:25
	purchased 20:20		quoting 64:18
	21:15 26:12 36:5		R
	37:12 38:9 41:13 54:5		R-86 148:25 150:6
	66:24 183:8,9,12,13		
	184:11 190:24		

201:25 202:3	real 48:3 60:11 193:17	receiving 56:18	recruit 112:6 117:20
raise 38:4 60:13 65:6, 9 74:12 99:19 154:3 200:6	realize 166:4 195:11	recent 121:9	red 53:11
raised 19:6,22 20:5,8 25:9 60:7 63:2 71:16 140:5 181:14	realized 156:13 157:22 175:5 196:24 198:18	recently 121:7,10	redirect 93:3,9 143:25 144:3 145:18 146:3 188:21,24 193:3,5 200:13
raises 50:17	realizes 54:10	recognize 31:18,20 162:7	reduce 27:6 29:23,25 30:12,19 44:24 52:15 53:5 54:7 55:8 57:25 58:2 63:20 82:2 84:12, 18 86:14,15 93:23 112:22,25 115:14 131:7 132:8 134:6 144:6,11,12 161:12 164:3 166:15,20 183:21 184:8,11 191:7 198:20 201:4
ramble 116:13	realizing 197:24	recognized 171:1 197:22	reduced 25:14 45:17, 19 46:11 52:22 86:16 105:18 164:6,13 198:22
ramifications 42:17	realtime 20:2 90:10, 18	recognizing 24:7 198:2,19	reduces 54:8 57:4
ran 21:16	reason 73:5 136:8 143:8,12 144:15 199:24	recollection 137:14 163:5	reducing 34:10,19 54:14 55:5 84:12 93:25 104:24 110:24 123:3,7,11,13
randomly 83:22	reasonable 26:24 34:12 41:25 43:25 44:9 45:5 46:2 64:4,21 65:19 66:11 67:5,12 97:13 135:18 172:15 182:22 189:11	recommend 24:13 25:17 160:3 180:16, 18,19	reduction 26:14,22 27:22 29:6 30:9,20 31:8 55:12 110:4 113:4,10 117:22 144:8 159:24 161:4 163:17, 23 164:6 191:6
range 126:10	reasonableness 34:18 37:23 64:5 96:19	recommendation 24:11 31:19 43:24 44:8 45:4 92:24 179:12	reductions 37:12 44:12,19 94:21 162:18
ranking 21:20	reasons 54:19,23,24 60:10 71:20 132:20 135:11 143:4,16,17,18 189:24 190:5,14	recommended 23:16 28:7 33:13 35:21 45:13,25 46:7 156:8 159:22 160:4,7 162:20 171:18,23 193:12,13 198:19	refer 38:23 78:15 113:21 138:18 165:7 189:23
rate 19:17 44:13,20 64:19,20,21,25 65:2,4, 6,10,13 130:15 200:7	rebuttal 21:11 24:18 25:16,17 33:1 75:6,7 91:9 100:12 101:11,15 102:3,4 118:25 127:23 146:5,10 152:9 156:23 157:7,8,10 167:1	recommending 195:16	reference 145:23
ratemaking 21:9	recall 39:9 78:11 79:25 80:1 90:11,17, 20 93:13 124:11 147:6 148:9 180:7 187:6,9 189:16 190:12 191:2 193:25 194:7 195:1 197:15	reconvening 189:3	referred 26:9 128:21
ratepayer 42:19 46:3 198:8,11	recap 180:23	record 14:3 16:19 17:14 19:10 49:24 50:7,9,11 60:24 71:3,6 73:6,22 76:3 97:22,23, 25 99:3,5 100:3 102:10,19 125:18 131:25 145:24 151:16, 17,18 152:2,10,12,24 155:11,16,18 202:11 203:22,24	referring 64:8,9 78:6 157:20 165:6,10
ratepayers 45:21 46:6 164:5 175:5 183:6 187:13 188:7 194:13,18 195:11,24	receive 53:23 111:5 118:7,19 162:5 163:9, 12 192:15 196:22	recorded 19:15	refine 125:14
rates 65:19 66:11 67:5,11 123:24	RECEIVED 76:2 99:4 102:9,18 152:24 155:17	recover 186:23	reflect 185:9
ratio 77:11,16 79:7, 10,11,12,16,17,21,23 86:8 94:25 145:10		recovered 145:4 158:5,8 179:14 196:19 200:1	reflected 160:5 199:15,18
reach 72:2		recovery 37:13 172:15 194:1	
reached 71:12,21,22 73:4			
read 54:15 92:20 135:6 147:13,15 158:25 161:13 172:11 173:24 174:8,19			
readily 92:16 185:19			
reading 150:22			
reads 174:3			
ready 72:15 99:7,18 151:19 159:16			

refresh 180:3	remember 138:25	requests 185:8	respond 22:17 23:12 38:6 110:3 176:9
regard 57:3 184:9	remind 118:20	require 32:11 41:3 57:10,13 128:3	response 20:13 25:11,13,23 26:8,18 27:2,8,10 28:13,25 29:2,11,13,15,22 30:10,13,14 31:5,22, 23 33:3,9,12 34:6 35:16,19 42:19,24 45:8,10,16,18,22 46:1, 10,16,20 47:6 52:1,5, 17,25 55:4,11,20 57:18 59:8 60:14 70:16 80:18 81:3 82:19 88:10,16 89:14 90:4,16,24 93:11,22 94:20 103:9,23 104:4, 7,9,13,23 105:2,9,13, 20 106:5 108:8 111:24 112:2,5 113:24 114:16 116:20 118:2 119:7 122:3,6 124:1 133:21 135:14 136:2 137:18, 24 140:6,11 143:2,4 144:22 145:8 148:10, 22 157:15 158:10,12 161:8 162:11 163:11, 13 164:19,21 167:3, 19,21 168:1 169:13, 16,18,20 170:9,21 171:6,12 179:14 180:14 183:5,20 184:6,18 186:13 187:8,20 188:2 189:14,24 190:4,13 191:10,21 192:8 195:10 199:20
regional 22:6 54:6 77:18	reminded 118:4	required 34:18 86:23	
regularly 32:6 127:24 137:11	reminding 117:15	requirement 21:4 54:22 133:19 135:7	
regulations 38:17 47:24 67:23 68:12 148:21	remote 181:2,7 182:4	requirements 77:22 110:10,14 123:21 143:18 158:14	
regulatory 14:15 19:2,11 32:18 35:10 46:25	remotely 181:8	requires 31:7 32:2 165:5	
reject 34:22	removal 19:16	rerun 24:19	
rejected 25:8 32:23	remove 19:9,13,15 36:4,15	research 68:18 69:7 126:4,5	
rejoin 49:19,22 50:4	removed 36:6	residential 27:4,7 29:21 31:6,12 33:2 34:5 55:22 88:9 107:2, 12 109:24 111:18 114:9,18 117:12 132:7 141:9 146:18	
rejoining 49:25	removing 36:9	residual 19:14	
rel 41:22	Renew 28:5	resolution 24:12 71:11,13 72:2 73:4	
relate 176:22	renewable 41:15	resolve 19:22 24:25 69:19	
related 19:25 21:12 25:7,10,18 27:10,12 34:23 35:19 36:4,9 37:15 63:12 67:20 70:6 71:14 110:24 176:7 181:22,23	repeat 68:9 166:17 170:20 171:9 183:11	resolved 20:6 51:23 62:12,15 152:7,17	
relates 20:9,11 160:3	repercussion 141:20	resolves 71:4	
relationship 31:21 39:1,2 135:8 176:4	repetitive 133:7 178:11	resonate 115:16	
relative 82:18 87:16 89:16 90:16 95:7 137:1	rephrase 91:24 103:25 140:7 156:25 184:16	resource 20:11,18,23 21:3,14,20 24:5,14,22 38:18 39:7,12 42:18 43:11 47:25 52:2 59:15,18 60:4 67:24 68:13 120:18 123:17, 19,23 126:3 139:3 164:11	
relaying 81:1	report 41:10,11 127:5 128:22 172:25 173:6, 9,18 174:10	resources 46:20 47:1 165:2	
relevance 176:3	reporter 137:25 154:15 204:1,4	respectfully 29:21	
relevant 70:7	Reporting 204:5	respective 43:9 105:4 106:6 178:17	
reliability 122:7 158:19	reports 41:12		
relies 157:20	represent 40:24		
rely 66:12	representation 183:17		
remain 20:7 153:14	representing 18:18		
remaining 153:6	request 26:17,18 61:14 62:9 122:13		
	requested 26:1 54:19 116:7		
	requesting 61:13 134:11 195:6		

retain 19:24	room 16:11 100:16	satisfies 71:1	seasons 87:12 94:2,5 95:18 96:2
retirement 19:9,10	roughly 58:24 138:5, 24	save 73:12 88:2	seat 131:6
return 97:18 151:14, 15 200:22	round 70:3 200:5	saved 58:12 59:13 63:22	section 41:3 54:17 172:11 174:13 175:9
returned 97:25	roundabout 129:16	saves 57:5	seek 144:9 198:14
returning 47:10	rounds 190:1	saving 111:7 118:15 164:10	seeking 42:11 65:1
returns 33:18 167:20, 22,24	routinely 22:13	savings 34:20 57:11, 14 58:6 63:5,7 83:9 84:22 85:6 139:8 156:11,13 158:19 174:6,7 176:21 188:3 194:4 195:9,12	sees 57:4
revenue 21:4 41:14 77:21 123:20	rows 128:13	scenario 125:21	selected 21:21 60:16
revenues 41:15	RPR 204:3,15	scenarios 21:16 24:16,19 139:23	selection 24:4,22
review 14:6,11 18:21, 22,24 23:4,8 25:19,22 29:7 36:3 38:19,22,25 39:3,8 41:10,11,15,18, 20,24 42:2,8,9,16,23 43:2,8,14,19 44:5,17, 23 45:12,14 46:8,22 48:1,9,21 57:9,16 65:12 67:25 68:14 70:13,19 90:6 92:12 94:19 103:2 140:5,10, 13 141:18 143:14 160:4 162:16 179:13 180:21 185:1 189:20 193:10,11,13 195:14, 15 198:24,25 199:6,8, 12,14,17,22,23 200:8	RTO 54:5	scenes 203:16	self-commit 20:1
	rule 41:2 175:17,21	schedule 18:3 27:13 30:12 35:2 36:5 52:15 76:21,25 77:4,20 78:2, 6,10,12 86:4,7 91:14 92:23 94:24 95:7 103:22 104:2 135:15, 21 140:4,8 144:8,9,11, 23 146:4,11 156:10 159:24 161:4 164:7,13 165:21 169:19 171:20, 25 172:5 176:20 198:22	self-prescribed 196:14
	rules 15:18 21:2,3 30:6 108:18 148:21 174:24	scenarions 21:16 24:16,19 139:23	sell 22:17,20 23:20,22 55:1
	run 16:15 24:16 70:25 71:7 90:9 117:18 200:9 203:19	scenarios 21:16 24:16,19 139:23	selling 22:12 183:25
	runs 108:15	scenios 203:16	send 110:22 111:3 117:25 118:1,22
	Rupp 133:2,4,8,16 134:18 197:16	scenios 203:16	Senior 75:1
	Rupp's 135:3	scenios 203:16	sense 81:18 87:9 103:13 142:20 144:9 164:1 187:11
	rush 115:15,17,18 118:3,14 132:18	scenios 203:16	sentence 64:18
		scenios 203:16	separate 149:10
	S	scenios 203:16	September 28:14 87:11,13 95:14,18 96:10 113:7 118:4
reviewed 51:15	safe 16:3 98:9	scenios 203:16	serve 22:23
reviewing 91:5 179:19	sale 44:13 59:18 62:8	scenios 203:16	service 40:25 41:23 42:14 77:9,10 148:22 154:19 166:24
reviews 41:2,4,7 127:11,14,15 193:8	sales 20:10,17,22 21:12,17,19 22:3 23:6, 9 24:2,3,13,16,20,24 25:5,7 27:12 41:14 43:13,16,21,23 44:2,7, 16,18,22 45:3 59:20, 21,23 60:3,21,25 61:1, 6,8,11,15,20,25 62:1,4 68:24 69:1 72:20	scenios 203:16	set 42:25 46:7 54:11 73:22 77:5 94:14 109:3 111:3 122:9 123:16 132:17,22,24 138:7 149:10 204:8
Revised 41:3	satisfaction 127:13	scenios 203:16	sets 175:18,22
reward 118:3	satisfactions 127:4	scenios 203:16	settings 115:20
rewards 115:16 118:14 132:18	satisfactory 127:5	scenios 203:16	settled 15:17 19:6 123:9 153:9 201:2
RFPS 22:17 23:12		scenios 203:16	
risk 46:18 83:11 95:23 200:9		scenios 203:16	
Roger 14:25 18:17 70:22 150:5		scenios 203:16	
role 82:11,13 93:11		scenios 203:16	

settlement 26:3,4 36:11 71:21 121:14 123:9	shows 29:3 33:8 120:18 124:1 166:23	simpler 59:16	Sothese 108:2
settling 71:16	shut 114:3	simplify 123:2	sought 64:19 161:17 162:4
sewer 64:23	Sibley 19:9,10	simply 23:16,22,25 24:5 25:5 48:22 52:21 56:2 61:24 62:5,17 63:19 67:13 68:20 103:4 170:11,23 190:4	sound 97:13 101:6 161:21 184:23
share 18:7 51:7 77:12,16 78:23 79:7, 10,11,12,16,17,21,23 86:8,23 94:25 145:10	side 16:3 31:19 53:13 56:1,4 77:3 96:10 108:25 111:11 116:3 132:7 139:3 164:10 165:2	simultaneously 144:11	sounds 47:20 71:1 172:18
sharing 36:15 51:8	sides 33:23	single 116:3 167:3	sources 107:25
sheer 145:12	sidetracked 178:13	sir 48:16 89:19 103:19 104:12,16 135:13,25 140:17,18	speak 16:8,25 63:1 73:6 74:3 76:17 80:19, 25 91:1 142:21
sheet 142:12,19 148:20,25 149:3 150:6 201:24,25 204:8	Sierra 15:15 19:20,22 20:5 51:23 151:25	sister 14:9	speaking 16:9 77:5 79:25 111:14 120:4 141:6,8 194:25 196:16
sheets 54:11 119:1,4, 6,9,12,18 148:19 149:14 189:18,23 190:1 202:18	sign 112:17 113:8 115:6 116:4,9 117:5, 13 131:23 137:18 138:5	sit 93:20 131:6 186:5	speaks 73:10
shift 49:2 50:17 65:15 112:12	signal 111:6	sitting 68:15 85:20	specific 38:10,13 56:14 59:19 66:25 67:3 68:16 73:15 106:23 110:25 120:9 132:1 133:25 167:24 170:14 171:16,22 192:3
shifted 130:1	signals 111:4	situation 22:21 55:12 70:19 141:21	specifically 25:12 39:6 54:11 55:3 78:16 108:10,13 121:2 124:6,15 125:20 136:21 141:9 143:2 159:12 162:11 170:25 195:8 203:17
shifts 50:18 65:13 66:9 86:22	signatories 28:19 174:15,16	sizable 187:1,2	spell 154:14
ship 116:9	signatory 19:25 172:23	skill 122:25	spelled 54:20 143:4
short 72:7 125:16 144:4 151:8,19 180:23 191:16	signed 98:3 114:5,19 117:2 192:11	skin 61:12	spending 33:14
short-sighted 32:22	significant 32:2	skip 159:21	spends 54:8
short-term 23:2,18, 23,25 59:20,21 68:23, 24	significantly 31:7 32:12 128:5	skipping 187:5	spent 139:5
shorter 59:16 188:23	signing 31:23 88:11 111:20 113:4 116:24, 25	slide 29:3 33:7,17 55:15 59:19 134:1 147:2	spoke 76:21 104:3 139:2
shoulder 95:17	signup 115:3	slight 16:25 80:6	SPP 22:3,5,8 26:14 27:13,22 29:23 30:9, 12,20,22 31:8 33:4 36:5 37:12 52:15 77:2, 7,14,20,23 78:6,8,22, 23,25 79:1,15 81:4 83:19 85:11 88:2 90:6, 13,15 91:14 92:23
show 15:25 37:25 38:8,9,13 48:25 49:4 64:20 66:22,24 67:2,4 82:22 146:23 167:2	silence 16:8 179:20	slightly 106:21	
showed 129:1	Silvey 36:21,24 37:17,24 38:7,16 39:6, 13,20 40:9 47:16,20 48:2,11,16 60:8	slip 112:2	
showing 51:7 112:15 143:7	similar 44:3 71:14,19 72:2 112:3 129:1 138:22 172:18 181:1	sliver 33:22	
shown 33:17 38:11 67:1 71:24	simple 34:11 54:9 56:11 57:2 122:23	slow 17:1	
		small 33:20 59:12 188:16 192:10 196:6	
		smoothly 203:19	
		solely 52:21	
		sort 51:18 82:3,4 84:15 85:17 107:24 121:6 122:3 129:16 158:3 159:22 203:16	

94:21,24 122:9 125:6 131:7 135:15,21,23 136:1,13,14,17,23 144:8,9,16 145:9 159:24 161:4 164:7, 11,14 171:20,25 176:20 184:1 198:22	108:7 111:23 127:24 130:24 158:1 178:12	stem 103:23 104:6 140:4	69:7 119:5 133:24 136:24 141:25 160:15 162:16 167:20,22 172:16,18 173:24
SPP's 78:14,18 79:6 82:11	started 93:24 140:13	Stenotype 204:9,11	submit 17:15 70:3,9 89:6
spring 87:12	starting 52:5 156:7 158:22	step 65:21,22 85:10 118:17 151:3,4	submitted 69:25 73:9 128:25
stab 60:23	starts 117:25 120:15, 23	stipulated 136:20	subsequent 163:14
staff 15:5,7,25 17:7 19:4,7,19 25:9,15 26:6,13 27:21 28:3,22 29:14 31:17 33:13,24 40:17,24 41:4,6,9,12, 20 42:3,4,14,22 43:12, 17,19 44:4,14,23,25 45:8,10 46:7,23 47:14 48:3 52:8 71:17 72:22 73:15,18 75:24 76:5,6 88:23 91:19 92:5,6 102:23 125:8 127:14 129:19 130:18 134:10, 24 140:5,10,14 150:24 151:19,24 152:23 153:16,19 154:9 155:10 172:22 185:18 188:21 198:6 203:17	state 29:24 41:21,23 54:12 55:3,17 57:23 65:24 74:21 91:13 100:3 104:23 154:14 172:12 204:5	stipulation 19:5,8,18, 21,23 20:4 28:2,6,15, 17,18,24 98:2 105:15 128:20 133:16 134:11 143:18 151:25 172:21 174:11,13,22 175:9 201:4	subsequently 175:5
staff's 34:8,17 41:25 42:8 43:9,18 45:12,25 47:4 151:15 152:5 155:17 164:12	stated 28:24 70:24 160:17 161:25 170:25 175:12,13 185:3 189:25	stock 61:4	substantial 70:5 188:13,21,22
stakeholders 134:11	statement 17:16 20:16 49:12 51:2,13 61:19 139:13 168:3,6 178:21 192:9	stockholders 61:2	success 134:9 156:18
stakes 42:15	statements 17:13,23 18:4 49:14 51:15 69:16,17	stop 53:15 54:1 62:2 68:24 184:15	successful 66:13 157:2,14,18
stand 47:1,5 58:11 71:3 74:10 99:11 102:14 146:1 152:8,17	states 24:12 54:24 56:22 64:17,24 66:1 194:1	straight 34:11 150:3	sudden 160:25
standard 37:18,20,23 41:21,24 48:23 64:1,4, 6,8 96:18 156:15,17, 20 157:2 162:7 175:23	static 31:20	strange 156:4	sufficient 67:10
standing 81:8	stating 43:3 68:22 95:23	strategy 80:17	sufficiently 136:7
standpoint 203:3	statute 28:17 41:3 108:17,18,21 139:4,7 172:12 175:17,21 193:20 194:1	stream 14:3	suggest 29:21 97:20 171:6,13
start 18:4 32:5 41:7 51:11 65:20 71:10	statutes 30:6 68:12	streaming 14:19	suggested 32:8 39:10 62:11 128:1
	statutory 64:17 67:7 172:17 193:18	streams 33:10	suggests 21:7
	stay 16:7 49:18 79:12 97:18	Street 15:8 74:25	Suite 15:8
	steady 77:23	stress 68:19	sum 192:16
	Steiner 14:25 18:17 70:22 72:6,12 97:6,8, 9,12 98:13,17,21,25 150:5,10,13,19 201:21,22,23 202:2,5	strong 81:18	summer 28:14 29:1, 3,9,11,20 30:24 32:2, 7,20 58:13 79:13 81:6 87:12,13 93:18 94:2, 13,17 95:3,6,11,17 96:12 106:22 107:4 110:11 115:14 118:7 126:2,8 128:1 133:11, 15 143:14
		stronger 87:9	summertime 93:17 94:14
		strongly 45:11	sunk 196:13
		structure 46:4 184:17 187:4 197:25	super 121:23
		structures 158:13	Supplement 17:11
		stuck 47:9	supplemental 69:24,
		studies 126:23 192:1	
		study 138:12,16	
		stuff 74:1 114:3 125:17	
		stumbled 43:6	
		subject 14:6,11 18:1 35:22 37:9,13 42:3	

25	systems 122:6	19,21,22 150:22	149:9 156:15,24
supplemented		161:13 189:18,22	157:17
146:10		201:24,25 202:18	testified 21:10 74:19
supply 22:20 30:3	<hr/> T <hr/>	tariffs 17:20 29:24	100:1 154:10 184:20
108:25 115:11 139:3	table 109:25	30:6 54:17 55:3 57:23	testifies 200:18
164:10 165:2 172:14	tactical 109:14	105:19,20 138:10	testify 152:6
support 43:15 44:25	takes 122:24	149:10 150:15	testifying 190:12
157:20	taking 72:1 170:3	task 168:20	testimonies 75:10
supports 43:18	189:2 202:17	tasks 42:1	testimony 15:21
suppose 42:7	tale 40:21 47:9	team 81:3,4 82:19,22	16:18 17:10,12 21:11
sur 102:4	talk 72:23 93:13	149:4	22:2 24:11,19 25:16,
sur-surrebuttal	109:8,14,18,24 110:9,	team's 82:11	21 26:7 33:1,11 35:6,9
101:18 102:6	10,15,17 111:16,21	technical 107:23	58:23 60:22 69:24,25
surcharge 37:16	112:20 126:20 128:14	202:10 203:2,16	70:1,3,5,7,9,18,21
surrebuttal 24:11	133:21 135:10 137:16	technology 201:15	72:8,11,14,20 73:4,7,
25:15 70:5 92:12,19,	talked 108:22 109:12	203:20	9,12,25 75:4,5,6,7
22 104:17 146:5	110:11,16 117:8	telephone 14:18	76:24 77:13 83:15
154:20,25 155:15	121:19,20 124:4,23	tells 53:12	84:9 91:9 92:13,19,22
158:21 159:5,7 165:7,	126:16 131:23 134:8	temperature 32:19	98:20 100:13 101:11,
10 169:18 170:1,7	136:9 142:25 180:5,6	125:3 165:9 185:14	15,18,22 102:3,4,6
173:4 178:13	195:19	temperatures 96:1	103:2,4,8 104:17
surrounded 148:14	talking 37:7,11 59:19	temporarily 72:1	105:20 109:8 118:25
suspend 26:2	64:16 71:13 116:13	184:8	119:13,14,15 122:2
suspending 71:25	120:19 126:25 127:19	ten 31:4 144:17	124:6,9,13,18 126:15,
swear 99:18	130:3 133:9 146:25	ten-event 33:21	20 127:23 128:12
sworn 73:25 74:13,18	156:20 157:7,10	tend 37:1	132:14,15 137:8
99:20,25 154:4,9	184:10 190:2 193:18	tended 165:2	138:11 146:9 149:2
system 22:8 34:9,19	195:13 201:8	tender 75:20 102:21	151:1 152:15 153:2,8
77:14 79:1,3 81:14	talks 22:13 109:8	155:20	154:21,25 155:15
82:15 83:22 84:2	139:8 156:23	tenuous 62:21	156:23 157:1,7,8,10
86:14 87:6,9,17 88:2	tangible 158:24	term 23:4 77:24 165:3	158:22 159:1,5,7
93:23 94:1,2,14 95:25	160:13,20 162:5,7	terms 20:4 28:20,23	160:12 162:1,3 165:6,
104:24 105:4,6,18,23	163:9,12 175:10,13,	94:16 109:18 112:4	7,11 166:3 167:1,15
106:2,3,6,7 110:19	19,22	113:4,21 115:21,23,25	169:18,25 170:1
111:12 112:13 115:10	target 187:14 198:17	116:5 122:22 127:1	178:14 179:22 185:1,3
118:8,20 119:25	targeted 31:11	128:16 129:24 130:13	190:1,9 193:7 197:14
120:6,16,24 121:3,15	targeting 115:2	134:7 138:22 141:17,	200:15 202:24
122:4,7,15 123:5	119:25 194:12	23 144:20	theme 162:3
131:7,9,11,14 132:16	tariff 37:21 54:11,15,	territory 166:24	theory 34:24
135:15 136:10,20	23 78:7,9,14,22	test 105:10,13,25	thermostat 27:7,16
143:17 144:6,13,16	110:10 113:21 118:25	107:9 147:20 148:4	28:12 29:4,22 31:6,24
161:12,14,15 163:18,	119:4,6,9,12,18		32:21 33:2 34:6 54:11
23 164:4 166:15,21	141:23,25 142:2,6,8,9,		55:23 56:18 59:8
168:17,18 182:12	12,19,20 143:5		105:14,22 107:1,12
198:21	148:19,20 149:3,14,		110:3,13 111:2,8

116:9,10 118:5,11,13 124:8 133:21 141:6,9, 10 147:18,24 148:3 158:5,7 188:5 192:4, 13,15	127:20 130:6,12 134:6 138:1 139:5,25 141:10 144:12 148:9 149:15 150:15 151:10 153:18 155:10,20 159:4,18 162:13,19 163:13 181:5 182:11 187:14 189:11 191:4 196:7,8 198:17 204:7,11	topic 26:16	turn 104:19
thermostats 27:4 111:4,5 114:20	times 27:2 30:22 31:2 32:7 40:22,23 42:25 43:7 46:18 47:11 53:14,20,22,25 56:10 84:2 85:4,7,15 93:18 110:20 112:23 115:14 124:12,19 126:19,22 127:25 132:2,20 141:4 148:7	total 59:1,6 132:9 161:19	turned 47:16
thing 52:6 54:3 56:13 61:4 96:9 122:8 125:23 139:20 158:3 185:16 191:11 201:6	timing 50:24	totally 87:10	turning 70:18
things 59:25 83:21,24 109:1,25 110:9 117:23 120:13 121:25 122:23 125:25 128:12 129:20, 25 130:16,21,23 131:15,21 132:21 134:7 143:10 151:21 156:3 185:14 201:17	tired 189:4	touch 114:11	two-hour 85:22
thinking 144:14	tiresome 201:17	touched 36:25 61:23 62:21 67:19 82:8 120:8	two-way 111:4
thinks 112:8	title 75:1 98:6 100:8,9 173:11,14	track 150:17	two-year 147:9
thought 81:12,16 82:17 126:14 127:19 177:16	titled 148:21	traditional 114:21 172:13	type 23:18 37:3 55:19 62:22 84:3,6 115:10 185:18
thousand 77:15 181:4	today 19:2 32:18 40:20,22 42:4,10,16 43:8 46:23 47:8,10 51:1 56:15 75:14 101:22 124:10 151:23 155:4 189:11 190:2,10 195:22 196:10 199:21 200:6,11,15 203:4,18	traffic 115:17	types 15:18 31:11 64:22 82:6
three-year 117:3 163:6,10	today's 20:3	train 127:18	typically 32:1 48:4 49:5 81:18,24 87:7,17 93:17 94:4 96:1 111:1, 7 115:4 116:4 126:8 130:4
threshold 185:4	told 131:2	transaction 66:3	<hr/> U <hr/>
throughput 196:18	tomorrow 122:21 200:17 202:8,19 203:22	transcript 175:7 204:11	U.S. 53:13
Thursday 81:24	tonight 200:22 201:9 202:8,16	transferring 197:8	Uh-huh 119:2 120:13 141:12
Tiger 204:4	tool 57:18,21,24 63:19,21	transformed 21:8	ultimate 129:17
time 16:13 17:1,25 22:22 26:5 36:20 46:5 47:15 48:6 49:13,18 50:1 53:12 54:4,5 59:22 70:4 71:6 72:5 78:4 81:16,19 82:2 83:17 85:5,14,24,25 86:12,13 87:2,7,18 95:5 96:19 97:4 100:24 107:19 110:18, 25 112:23 113:6,8,11 114:19 115:18,21 116:23 118:2 119:8 120:6 121:13 123:6	tools 52:23 53:5 56:21 63:20,21	transmission 22:6, 21,23 41:14 54:6 77:2, 3,6,7,8,10,12,19,21,25 78:3,9 79:2 83:21 84:3 121:15 169:11	ultimately 108:23 110:18 112:14 113:2, 23 115:1,3 116:5 136:8
	top 58:25 78:21 90:11, 20 96:5 138:25 182:20	transposed 61:17	unaffiliated 22:18
		Travis 15:6 40:23 103:18	unanimous 19:20 28:6 98:6 172:21 175:9
		trend 128:16 129:2 138:22	unclear 185:4
		trick 53:19	underlying 34:18
		tricky 142:7	underneath 108:16, 17
		triennial 24:14,25	underserved 174:5
		triple 113:19	understand 22:15 26:6 35:7 38:1,20 39:16 54:4 55:16 58:17 96:19 110:1 125:20 132:8,11 140:13 145:11 149:17
		true 53:18 66:4 72:24 75:16 144:24 145:7 155:6 191:11 196:25 204:10	
		trust 32:3	
		truth 57:2	
		Tuesday 83:16	

156:15 167:17 172:10 181:18 201:10,19	utility's 41:5 183:18	waived 177:23	wilderness 67:8
understanding 20:2 26:20 81:12 87:17 145:2 174:25 183:14 197:19	utilized 139:11 186:2 194:6	walk 52:4 54:2 112:14	win 139:23
unforeseen 169:10	<hr/> V <hr/>	walks 53:10	wind 83:25 109:21 122:22 125:5
units 20:1 83:23 184:8	valid 116:17 164:3	wanted 15:22 17:14 37:1 43:4 50:13 94:23 95:2 102:25 105:24 107:15 110:13 135:7 140:1 145:25 148:18 173:21 201:23	window 122:19
unknown 122:21	valuable 112:9	wanting 180:9,10	winter 96:11
Unlike 22:6	values 160:15	watch 121:1 122:9	witnesses 16:10 17:3,5,7,8,9 27:21 35:11 46:23 55:17 68:22 151:13,15
unmute 14:2 69:11 93:5	valuing 139:2	ways 82:5 158:13,17 179:24 180:1	word 121:23 129:25 133:20
unmuting 16:17	variables 129:23	weather 34:21 81:10, 23 82:14,21 90:5 93:18 96:1 109:22 110:2,6 122:22 169:11 185:14	worded 183:7
unnecessary 193:16	variance 80:6	web 153:25	wording 138:5
unprecedented 20:24 24:7	vast 33:19	Webex 14:18 49:15, 17,21	words 21:18 30:9 58:1 118:9 132:17 161:23 171:17
unquote 112:11	vendors 111:3	website 14:21 78:18 114:23	work 72:8 73:13 74:25 100:6,7 112:16 125:8 181:8,11
unreasonable 60:1, 12	venue 43:1	Wednesday 19:18 81:25	workbook 182:1
unrelated 169:10	verification 127:9	weeds 66:5	working 53:15 74:2
upcoming 79:21	verify 80:9 90:11 92:21 149:1	week 85:14 90:9 121:4,5 126:9	works 77:4 88:15 145:3
update 20:17 77:21	version 75:7 155:14	week's 89:15	worms 64:15
updated 77:21 185:9	versus 37:4 62:24 130:14	weekly 81:8 121:4 182:13	worse 181:20
updates 59:17 92:23	video 40:6 47:16 97:10,18	weeks 120:5	worst 40:22 43:7
upgrade 22:23	videoconference 14:18	West 14:7,8 18:19,22 19:8 23:7,11 28:1 41:8,11,16 42:5 79:11, 18,22 80:2 94:13 105:4 148:23,24 201:24	worth 19:14 57:6 59:8 127:6
upgrades 77:6,11,18, 22	view 32:22 181:4 183:3 198:1	week's 89:15	wrap 57:17 199:3 201:6
ups 88:18	virtually 14:18	week's 89:15	wrapping 201:9
upwards 137:23 138:4	virtue 43:10	weekly 81:8 121:4 182:13	writing 71:23 72:3
usage 27:6 183:9,12	vis-a-vis 81:13	weeks 120:5	written 75:13 83:15
utilities 22:13,21 23:6,10 94:13 108:10, 11,13	voltage 77:9,10	West 14:7,8 18:19,22 19:8 23:7,11 28:1 41:8,11,16 42:5 79:11, 18,22 80:2 94:13 105:4 148:23,24 201:24	wrong 52:9,10 83:24 125:11 150:11 161:20 177:13,16
utility 23:10 31:25 32:19 48:6 49:3 108:7, 15 112:8 183:19 186:13	voluntarily 44:24	wholesale 55:1	wrote 170:7 173:17
	<hr/> W <hr/>	wi-fi 111:6 115:8	
	waffle 96:7	wide 34:9,20 161:12 166:15,21	
	wait 53:16 62:18 80:13 137:25 177:14		

Y

yardstick 21:4
167:18

year 23:14 30:22 31:4
32:14 53:15,16,22,23
55:18,23 56:4,5,10
79:1,13,20,21 81:8
82:3,7 91:21 93:24
116:22 117:6 120:15,
21 127:7,9 135:12
145:1,5,6,15 162:21,
22,24 163:2 164:24

year-long 116:18

years 22:24 23:3,13
38:24 80:5 91:15 92:2
120:17 134:4 163:19,
25 164:24,25 197:23

yesterday 147:5