

In the Matter of:

THE APPLICATION OF EVERGY METRO, INC., d/b/a EVERGY MISSOURI METRO, etc.

EU-2020-0350, VOL. II

November 12, 2020



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

November 12, 2020

Jefferson City, Missouri (WebEx)

Volume 2

In the Matter of the Application)
of Evergy Metro, Inc. d/b/a Evergy)
Missouri Metro and Evergy Missouri) File No.
West, Inc. d/b/a Evergy Missouri) EU-2020-0350
West for an Accounting Authority)
Order Allowing the Companies to)
Record and Preserve Costs Related)
to COVID-19 Expenses)

JANA JACOBS, Presiding
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

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P R O C E E D I N G S

1
2 JUDGE JACOBS: Let's bring this proceeding to
3 order. We are now on the record. Good morning. Today
4 is November 12, 2020. The time is 9:08 a.m. The
5 Missouri Public Service Commission has set this time for
6 an evidentiary hearing in Case No. EU-2020-0350, which
7 concerns the Application Filed by Evergy Metro,
8 Incorporated and Evergy Missouri West, Incorporated for
9 an Accounting Authority Order Allowing the Companies to
10 Record and Preserve Costs Related to COVID-19.

11 My name is Jana Jacobs, and I'm the Regulatory
12 Law Judge assigned to this case. As you know, the
13 Commissioners are Chairman Ryan Silvey, who is present
14 with us at this time, Commissioner William Kenney, who
15 is also present with us on the line, Commissioner Scott
16 Rupp, I'm not sure if Commissioner Rupp is with us. I
17 hope Commissioners will speak up when they join us.

18 COMMISSIONER RUPP: I am here, Judge.

19 JUDGE JACOBS: Thank you very much,
20 Commissioner Rupp. Will you say hello one more time for
21 me.

22 COMMISSIONER RUPP: I am here.

23 JUDGE JACOBS: Okay. I wasn't able to find
24 that line. Yes, I see your name. Thank you so much,
25 Commissioner Rupp. We also have Commissioner Maida

1 Coleman on the line with us this morning and
2 Commissioner Jason Holsman is also on the Commission. I
3 don't know if Commissioner Holsman is with us or not
4 this morning. So those are the Commissioners, and we do
5 have several of them with us here this morning for the
6 hearing.

7 We are going to start with entries of
8 appearance. I'm going to note for the record that
9 Missouri-American Water, Spire Missouri and Ameren
10 Missouri have been excused from appearing. So they will
11 not be making appearances today.

12 And to save time this morning, if your current
13 mailing address, phone number and email address are on
14 the record in this case, you can enter an appearance
15 this morning simply by introducing yourselves stating
16 your name and letting the Commission know what party you
17 represent. That will save us a little bit of time in
18 the entries of appearance. So we can get started with
19 counsel for Evergy Metro and Evergy West, please.

20 MR. FISCHER: Thank you, Judge. On behalf of
21 the applicants in this case, let the record reflect the
22 appearance of Robert J. Hack, Carl Zobrist and myself,
23 James M. Fischer, and our contact information is on the
24 application and other pleadings in the case.

25 JUDGE JACOBS: Okay. And appearing here today

1 I know you're here, Mr. Fischer and Mr. Hack, I've also
2 seen him. Is it just the two of you or is there any
3 other counsel on the line this morning?

4 MR. FISCHER: I think Carl Zobrist is in the
5 conference room in Kansas City.

6 JUDGE JACOBS: Okay. Thank you. That's the
7 information I needed. Is that right? Is Mr. Zobrist
8 present in Kansas City?

9 MR. ZOBRIST: Yes.

10 JUDGE JACOBS: Okay. Thank you. So we can
11 proceed to any entry of appearance for Staff, please.

12 MS. MYERS: Good morning, Judge. My name is
13 Jamie Myers, and I represent the Staff of the Missouri
14 Public Service Commission and my address and phone
15 number are already on record.

16 JUDGE JACOBS: Thank you very much, Ms. Myers.
17 We can proceed to the Office of the Public Counsel,
18 please.

19 MR. HALL: Good morning, Judge. Caleb Hall
20 appearing on behalf of the Office of the Public Counsel.
21 My contact information has been included on various
22 filings in the record.

23 JUDGE JACOBS: Thank you very much, Mr. Hall.
24 We can move on then to Midwest Energy Consumers Group,
25 please.

1 MR. WOODSMALL: Good morning, Your Honor.
2 David Woodsmall for MECG.

3 JUDGE JACOBS: Okay. I wasn't able to tell,
4 Mr. Woodsmall, if you're -- Oh, there you are, I see
5 your video now. Thank you.

6 All right. And then for Missouri Industrial
7 Energy Consumers, please? And I'm afraid that you're
8 muted, Ms. Plescia. Sorry. That happens to me all the
9 time.

10 MS. PLESCIA: Thank you. Diana Plescia of the
11 law firm Curtis, Heinz, Garrett & O'Keefe. I represent
12 Missouri Industrial Energy Consumers. Thank you.

13 JUDGE JACOBS: Thank you very much. I'm sorry
14 I ran over you there. We can now proceed to National
15 Housing Trust.

16 MR. LINHARES: Sorry. Can you hear me?

17 JUDGE JACOBS: Yes.

18 MR. LINHARES: This is Andrew Linhares
19 representing the National Housing Trust. I am with
20 Renew Missouri.

21 JUDGE JACOBS: Thank you very much. And is
22 there other counsel present as well for Renew Missouri
23 or are you representing National Housing Trust and Renew
24 Missouri?

25 MR. OPITZ: Good morning, Judge. This is Tim

1 Opitz, and I'm representing Renew Missouri in this case.

2 JUDGE JACOBS: Okay. I'm looking for
3 Mr. Opitz. I didn't see video yet. I can't tell if
4 you're on video or not.

5 MR. OPITZ: I am on video.

6 JUDGE JACOBS: Now I see you. Thank you.

7 MR. OPITZ: Thank you, Judge.

8 JUDGE JACOBS: All right. So then who do we
9 have here to enter an appearance for Sierra Club?

10 MS. HENRY: Hi, this is Kristin Henry. My
11 address is on record. We also have Henry Robertson with
12 us as well, and his address is on record as well.

13 JUDGE JACOBS: Thank you very much. I think,
14 Mr. Robertson, you were appearing by phone; is that
15 right, sir? Ms. Henry, do you know if Mr. Robertson is
16 actually here with us and might be having a technical
17 problem or not?

18 MS. HENRY: I heard him identify himself on
19 the phone earlier. I didn't see his name appear so I'm
20 not sure if he's still with us.

21 JUDGE JACOBS: Okay. So I'm going to give Mr.
22 Robertson another chance to figure out if he's muted or
23 for some other reason is not able to actually identify
24 himself and enter an appearance today. I did hear his
25 voice earlier as well. So we'll see if we hear from Mr.

1 Robertson again.

2 MS. HENRY: Thank you.

3 JUDGE JACOBS: Okay. And then for Spire
4 Missouri -- oh, no, I'm sorry, they're excused. So
5 that's it for appearances today.

6 All right. So as everyone knows, this hearing
7 is being conducted by video and telephone conference.
8 Among legal counsel, those of you who are able to appear
9 by video, most of you have done so. I appreciate that.
10 In general, attorneys should remain present by video.
11 Of course, you may have a personal situation that arises
12 that requires you to cut your video feed briefly, and
13 you should feel free to do that, perhaps to shoo a cat
14 off your desk or whatever else you might need to do.

15 As for witnesses, witnesses are not expected
16 to remain visible by video for the duration of the
17 hearing. Instead, witnesses can connect their video
18 when they take the stand so to speak and give their
19 testimony and then they can disconnect video after that.

20 I'd ask everyone to the extent that you can
21 please silence your cell phone and all the alerts you
22 might have set up on your computer and other tech today
23 just to avoid those interruptions. Please try to keep
24 your line on mute unless you're speaking. That will
25 allow us to have a much clearer line of communication

1 today. The chat function in this program is public
2 only. You can't do private chats. The only reason
3 anyone should be using the chat is maybe as a backup to
4 let me know if they're having some kind of technical
5 problem and they have no other way of communicating with
6 me. So I will be looking at that, but it's probably not
7 the most direct route to communicate. Just be aware
8 that those chats are not part of the record of this
9 proceeding and that they are public and available to
10 everybody.

11 The audio from this hearing is also being
12 broadcast via webstream from the Commission's website.
13 So in general I'm going to try to break every two hours.
14 This morning we need to break no later than 11:45 a.m.,
15 because the Commission has a weekly agenda meeting and
16 graciously rescheduled that to noon for us. So we will
17 have to make sure that we are done by 11:45 this
18 morning. Please feel free to speak up and let me know
19 if you need a break.

20 All right. So the parties have generally
21 identified all the documents that they anticipate
22 offering on the record and are going to use at this
23 hearing. However, I think OPC was having a technical
24 problem. So at some point we might get around to
25 discussing with them what their status is. I haven't

1 had a chance to -- No, it doesn't look like I have
2 anything in email right now clarifying whether they were
3 able to distribute exhibits. The last message I'd had
4 from OPC was that there was an email problem. So we did
5 have an exhibit list, but I don't know if we actually
6 had premarked exhibits.

7 MR. HALL: Judge, my understanding is that --
8 Judge, this is Caleb Hall from OPC. My understanding is
9 that separate emails were sent after my technical issues
10 from our office assistant and all those exhibits should
11 have gone out. Were you not included on those emails?

12 JUDGE JACOBS: I don't have any email from OPC
13 with exhibits attached.

14 MR. HALL: Well, I have them available now to
15 send out to the parties. The larger issue that I've
16 discovered is that the PSC and OPC are on separate email
17 servers despite both being within the same department,
18 and so I cannot send any file larger than 50,000
19 kilobytes out to anyone outside of our office.

20 JUDGE JACOBS: So I think there's an easy way
21 that we can deal with this. If you can make filings in
22 EFIS, which you clearly can, you could distribute your
23 proposed exhibits by filing them in EFIS and that should
24 avoid that problem. Do you think that would work?

25 MR. HALL: I think that is definitely one

1 solution. I believe based on the documents and review
2 of what we plan to offer here today I believe most if
3 anything we can offer we can readily present via email.
4 The larger files are copies of OPC testimony that's
5 already been prefiled.

6 JUDGE JACOBS: Right. And actually
7 technically speaking under the orders in this case it
8 wasn't necessary for all of those to be attached. If
9 you just identify that for everyone and everyone knows
10 that it's your prefiled testimony that you're going to
11 offer as OPC exhibit number whatever, then I think that
12 covers it, as far as I'm concerned. If parties have
13 other concerns about that, they can speak up.

14 MR. HALL: Understood, Judge. At this moment
15 I didn't get clarification from the court reporter if
16 she also would require those exhibits then.

17 JUDGE JACOBS: We haven't addressed that with
18 the court reporter.

19 MR. HALL: Okay. I'll wait for that.

20 JUDGE JACOBS: Where are we with the email
21 that already did go out that had some premarked
22 exhibits, because I went through and tried to see if OPC
23 was offering some materials that actually are not
24 already filed in this case in some form and there were
25 some things I wasn't able to find. So are those going

1 to be provided to me so that I can also provide them to
2 the Commission to be prepared?

3 MR. HALL: Yes, I can do that right now.

4 JUDGE JACOBS: It sounds like what happened
5 was that information was shared among the parties, which
6 is excellent, but I just wasn't included on those?

7 MR. HALL: I believe that is what happened.

8 JUDGE JACOBS: Okay. All right. So it sounds
9 like this is going to be easy to resolve. So that's
10 great. All right. So I don't think -- I think the next
11 thing maybe to discuss with exhibits is to talk to Ms.
12 Bentch about whether it's useful to her to receive all
13 the exhibits or not. So my understanding is that the
14 court reporter takes the exhibits and essentially marks
15 them and then passes them on to the Commission, and what
16 we're doing in this proceeding is marking them
17 essentially electronically and then the Commission will
18 file them. I don't know if Ms. Bentch is comfortable
19 speaking up right now when we're on the record. That's
20 where we are. Do you have anything you want to tell us,
21 Ms. Bentch?

22 I think what we're going to do is if we get to
23 the point where we feel like we have to distribute
24 additional exhibits, we will just at the break or
25 whatever I will try to talk to Ms. Bentch about whether

1 it's necessary to include her. Okay. So we're going to
2 move on.

3 MR. HACK: Judge, can you hear me? This is
4 Rob Hack for Evergy.

5 JUDGE JACOBS: Yes, I can.

6 MR. HACK: Okay. Thank you. I show as muted.
7 I have one question for you, one notification to you and
8 the parties. There may be one exhibit that we will
9 propose to offer that hasn't been identified to the
10 parties yet. We identified that late after we had sent
11 those exhibits out, and I just wanted to alert you to
12 that.

13 JUDGE JACOBS: Okay. So I appreciate the fact
14 that it looks like someone put some effort into
15 assembling a distribution list of some kind. It looks
16 like we should be able to pretty easily distribute
17 documents to people who need to see them. Hopefully
18 we'll have a very minimal number of not yet identified
19 documents to handle that way, but it looks like we're
20 prepared to do that. So I think that's fine.

21 MR. HACK: Thank you.

22 JUDGE JACOBS: All right. So we're going to
23 follow the order of opening statements and the order of
24 witnesses and cross-examination proposed by the parties
25 on October 23. However, I do have one adjustment that

1 I'd like to suggest, and it's my understanding that
2 Mr. Greg Meyer, who is the only witness for Missouri
3 Industrial Energy Consumers and Midwest Energy Consumers
4 Group, needs to appear today. Is that correct, Mr.
5 Woodsmall or Ms. Plescia?

6 MR. WOODSMALL: I talked to Greg Meyer last
7 night, and he has cleared his conflict so we can take
8 him in whichever order you prefer.

9 JUDGE JACOBS: Okay. So he no longer needs to
10 appear today?

11 MR. WOODSMALL: Correct.

12 JUDGE JACOBS: Okay. All right. So then we
13 can just proceed as the parties had proposed. And then
14 we do also have a concern with Mr. Caisley. My
15 understanding is that Mr. Caisley, a witness for Evergy,
16 is available only this morning; is that correct,
17 Mr. Fischer or Mr. Hack?

18 MR. HACK: That is correct. I know he's
19 available this morning. What I don't know for certain
20 is if he could be available after this morning.

21 JUDGE JACOBS: Okay. So I think what I was
22 hoping we would do is just make sure that we hear from
23 him this morning. By "this morning," that means before
24 11:45.

25 MR. HACK: Perfect.

1 MR. FISCHER: I believe he's listed as our
2 first witness, Judge.

3 JUDGE JACOBS: Yes. Okay. So those were all
4 the preliminaries that I wanted to discuss before we get
5 into opening statements. The other thing I would note
6 about that is that because we have a witness that we
7 need to hear from before we break for agenda, I would
8 propose that questioning of counsel after opening
9 statements would be deferred until after all opening
10 statements have been made. That will give us a chance
11 to assess how much time we have for Mr. Caisley's
12 testimony. I wouldn't think that would cause any severe
13 problems for counsel as it's really just a convenience
14 for the Commission to be able to ask those questions
15 right away. But that's the procedure that I'm going to
16 propose that we use to make sure we have time for
17 Mr. Caisley.

18 So does anybody have any comment on that or
19 any additional preliminary matters to discuss before we
20 move on to opening statements?

21 COMMISSIONER HOLSMAN: Judge, this is
22 Commissioner Holsman. I just wanted to check in.

23 JUDGE JACOBS: Oh, good. Thank you for
24 letting us know that you are here, Commissioner Holsman.
25 I didn't catch whether you have video today or what line

1 you're on. Do you want to speak up one more time?

2 COMMISSIONER HOLSMAN: No, I'm just audio.

3 JUDGE JACOBS: I see which one you are so I'm
4 going to rename that so I know your line and I know when
5 you're present. Thank you.

6 COMMISSIONER HOLSMAN: Thank you.

7 JUDGE JACOBS: All right. So let me just send
8 a quick message here to let everyone know we're going to
9 be starting with opening statements and then -- Did any
10 of the parties have any preliminaries? I don't see
11 anybody who looks like they have anything they need to
12 say. Okay. So looks like we can get started with
13 opening statements. And we would start with Evergy. I
14 believe that's Mr. Fischer. And there is a presentation
15 that is on the screen that was teed up.

16 MR. FISCHER: Thank you, Judge. May it please
17 the Commission. My name is Jim Fischer speaking today
18 on behalf of the applicants in this case. Although the
19 first issue on the list of issues is a question of
20 whether the COVID-19 pandemic is an extraordinary event,
21 I think we've all experienced personally the
22 extraordinary times of 2020. We've all experienced the
23 stay at home orders and the shelter in place orders and,
24 of course, such orders have applied to Evergy's
25 employees, as well as its customers.

1 Many of Evergy's employees, including our
2 witnesses in this case, have been working from home for
3 months. We've all experienced closed businesses,
4 including restaurants, theaters, churches and most every
5 non-essential business. We've all experienced the early
6 closing of schools, colleges and universities and more
7 recently schools going virtual or a combination of
8 in-person and online classes.

9 Perhaps most importantly we've all heard the
10 daily news reports of thousands of new COVID-19 cases
11 and over 240,000 tragic deaths from the virus in the
12 United States. And many of us have friends and family
13 that have been adversely affected by this contagious
14 virus. It has been an extraordinary and unprecedented
15 times for Evergy, its customers, its employees, our
16 state, our country and for that matter even our planet.

17 As I'll discuss in a moment, many of the
18 parties to this case, including the Staff of the
19 Commission, MIEC, MECG and the Sierra Club, as well as
20 the Company, have recognized the extraordinary nature of
21 the pandemic and have entered into a Non-Unanimous
22 Stipulation and Agreement which recommends a resolution
23 of the issues in this case.

24 Several other parties, including Ameren, Spire
25 and Missouri-American Water Company, have indicated that

1 they don't oppose the resolution of the case on the
2 basis of this stipulation.

3 Public Counsel and the National Housing Trust
4 have filed pleadings opposing the stipulation. Public
5 Counsel has asserted in this case that the pandemic is
6 not an extraordinary event for Evergy and is opposing
7 the stipulation and agreement. For the reasons that are
8 quite apparent to anyone that's lived through 2020 and
9 the testimony in this case, this position should be
10 rejected.

11 In response to these extraordinary times,
12 Evergy has adopted a comprehensive COVID-19 customer
13 response plan that we have fully developed and
14 communicated to assist customers during these
15 extraordinary times. As Chuck Caisley explains in his
16 testimony, Evergy has been an industry leader in our
17 response to customers' needs during the pandemic.

18 The Company was one of the first public
19 utilities to announce a volunteer moratorium on
20 disconnections of service for nonpayment. That
21 moratorium included waiving all charges, fees and
22 deposits typically associated with nonpayment or late
23 payment of bills. The Company has continued to lead in
24 development of alternative payment arrangement plans,
25 including being one of only a handful of investor-owned

1 utilities in the United States that offered incentive
2 programs offering bill credits for customers who made
3 payment arrangements during the pandemic. The Company
4 has also provided additional support to help the
5 customers in our communities to recover from the impact
6 of COVID-19 pandemic effects, including a pledge of \$2.2
7 million in contributions to help agencies, communities
8 and customers. Included in this support is \$400,000
9 already pledged for Evergy emergency grants to help
10 nonprofit agencies on the front lines that have remained
11 open and are delivering essential services.

12 Also included is \$800,000 in grants to
13 nonprofit agencies for Evergy's Hometown Economic
14 Recovery Program that will help build back our local
15 economies by supporting small businesses and
16 entrepreneurial efforts, business attraction and
17 retention and workforce training and development.

18 In addition, Evergy has announced that it is
19 committing up to \$1 million to Dollar-Aide, Project
20 Deserve and other programs that assist customers with
21 energy bill payments. These contributions are being
22 recorded below the line, and the Company will not seek
23 to recover them in rates. These actions, in combination
24 with Evergy's customer communication and outreach, has
25 reduced net residential arrearages below the

1 pre-COVID-19 levels by the end of August.

2 Although the government restrictions have been
3 relaxed since the first stay at home and related orders
4 were issued, we don't know how long the pandemic will
5 last. But we all know and we will never forget the
6 events of 2020 as extraordinary and virtually
7 unprecedented in our times.

8 In this proceeding, Evergy requests that the
9 Commission approve its application for an accounting
10 authority order permitting Evergy to accumulate and
11 defer into a regulatory asset the extraordinary costs
12 and financial impacts as a result of the COVID-19
13 pandemic as modified by the Non-Unanimous Stipulation
14 and Agreement filed on October 8, 2020.

15 Under the terms of the stipulation, the
16 Commission will have the opportunity to consider the
17 costs and financial impacts for possible recovery in
18 Evergy's next rate case, which is planned to be filed in
19 early January of 2022. When the Commission reviews the
20 testimony in this proceeding, the Commission will find a
21 substantial amount of agreement about what costs should
22 be deferred for consideration in the next rate case.

23 This slide is included in the surrebuttal
24 testimony of Darrin Ives. It shows that the Company,
25 Staff, MIEC and MIECG agree that the Commission should

1 authorize deferrals of certain pandemic-related costs.
2 The Company, Staff, the Missouri Industrial Energy
3 Consumers, the Midwest Energy Consumers Group and the
4 Sierra Club joined in the Non-Unanimous Stipulation that
5 I mentioned that was filed in October of 2020.

6 I'd like to briefly summarize the main
7 provisions of the stipulation, and then I'll address
8 your questions about it at the appropriate time, Judge.
9 Paragraph 2 of the stipulation lists the incremental
10 costs caused by the COVID pandemic that would be tracked
11 and deferred into a regulatory asset beginning March 1
12 of 2020. These costs include new or incremental
13 operating and maintenance costs related to protecting
14 employees and customers, including cleaning costs and
15 personal protective equipment, technology upgrades which
16 include equipment directly related to enabling employees
17 to work from home and associated contract labor,
18 employee sequestration preparation costs, bad debt
19 expense due to COVID-19 to the extent total bad debt
20 expense exceeds levels included in the cost of service
21 of the last rate case, costs related to any assistance
22 programs implemented to aid customers with payment of
23 electric bills during the pandemic except for those
24 programs that I just recently mentioned that are being
25 paid for by Evergy's shareholders, and waived late

1 payment and reconnection fees.

2 Paragraph 3 is an agreement to track all costs
3 separately for Evergy Missouri Metro and Evergy Missouri
4 West.

5 Paragraph 4 quantifies the bad debt expense
6 and late payment and reconnection fees from the last
7 rate case.

8 Paragraph 5 states the agreement of the
9 parties to defer the issue of carrying costs to the next
10 rate case.

11 Paragraph 6 states the Company's agreement not
12 to defer into a regulatory asset any lost revenues from
13 reduced customer usage during the pandemic.

14 Paragraph 7 lists operating cost reductions
15 that will be tracked and netted against the deferred
16 costs.

17 Paragraph 8 discusses the duration of the
18 accounting authority order, which will be until March
19 31, 2021, unless it's extended, renewed or terminated
20 upon agreement of the signatories and the Commission or
21 approved by the Commission if brought to the Commission
22 by a signatory party if all the signatories do not
23 agree.

24 There are also provisions related to the
25 treatment of the deferral of uncollectible expense which

1 will end on September 30, 2021. If actual net
2 write-offs exceed the uncollectible expense in the last
3 rate case on a quarterly basis by at least 10 percent,
4 then the excess amounts above the rate case level would
5 be deferred. If the actual net write-offs on the other
6 hand turn out to be less than the amount in the last
7 rate case by 10 percent or more, the difference will be
8 used to offset any uncollectible expense recorded into a
9 regulatory asset.

10 Paragraph 9 includes provisions related to the
11 information that will be filed with the Commission
12 related to the pandemic.

13 Now, skipping to paragraph 16, the Company
14 agrees to evaluate the advisability of extending its
15 COVID-19 customer arrearage payment plan beyond December
16 31, 2020 and its cold weather rule payment plans beyond
17 March 31 of 2021 in consultation with Staff, Public
18 Counsel and the National Housing Trust.

19 Now, there is a typo in the last sentence of
20 that paragraph. The stipulation states that the Company
21 also agrees to evaluate the advisability of offering
22 additional customer assistance programs after December
23 31 of 2021. That date should be December 31 of 2020. I
24 think all the parties are agreeable to that. I'm
25 getting quite a bit of feedback. I don't know if

1 somebody can mute their line. Okay. Thank you.

2 In paragraph 18, the Company agrees that it
3 will continue the practices currently in place of
4 waiving late payment fees and not undertaking full
5 credit external reporting of its customers for the
6 duration of the approved AAO for pandemic-related
7 incremental costs and cost reductions.

8 I think the remaining provisions of the
9 stipulation largely discuss the mechanics of the
10 agreement and specify that the signatories reserve the
11 right to review and challenge the Company's recovery of
12 COVID-19 costs in the Company's next general rate case.

13 Judge, we would respectfully request that the
14 Commission approve the Non-Unanimous Stipulation and
15 Agreement, which is the joint recommendation of the
16 Company, Staff, MIEC, MECG and the Sierra Club.

17 Now, the Office of the Public Counsel opposed
18 the deferral of COVID-related costs in their testimony
19 on the theory that COVID-19 -- that the COVID-19
20 pandemic is not an extraordinary event for Evergy under
21 the Uniform System of Accounts. For all the reasons
22 that I've previously mentioned, the Commission should
23 find the pandemic is an extraordinary event for the
24 Company and its customers.

25 Public Counsel also raised the topic of

1 general instruction number 7 related to the accounting
2 of extraordinary events or extraordinary items on a
3 company's income statement. While this instruction
4 applies to the accounting of extraordinary items on the
5 income statement, it has nothing to do with the balance
6 sheet presentation or the determination of whether costs
7 may be deferred into a regulatory asset or a regulatory
8 liability. Those terms, regulatory asset or regulatory
9 liability, are not even mentioned in general instruction
10 number 7.

11 Based upon our research, it appears that
12 Missouri is the only state that has relied on general
13 instruction number 7 in any AAO case. We recognize that
14 the Commission does have the broad discretion to
15 evaluate the facts and the circumstances presented in
16 determining the appropriateness of deferral treatment.
17 And Darrin Ives discusses this issue at some length in
18 his testimony based upon his understanding of the USOA
19 as a CPA, and his opinion has been confirmed by the two
20 largest independent accounting firms and the accounting
21 staff at the FERC.

22 As Mr. Ives explains, Evergy believes that the
23 Commission has the broad discretion to authorize the
24 deferral of costs and financial impacts without being
25 limited by general instruction number 7. Assertion by

1 parties that the USOA general instruction number 7
2 criteria must be met to authorize deferral treatment are
3 just simply not correct. In fact, this Commission has
4 demonstrated in numerous cases that they may authorize
5 deferral treatment for costs without referencing or
6 relying upon that general instruction.

7 The Public Counsel has also discussed the 5
8 percent materiality standard in general instruction
9 number 7. As I've already explained, Public Counsel's
10 reliance upon that general instruction is misplaced, but
11 more importantly the Commission has also previously
12 ruled that materiality is not case dispositive.

13 Certainly the Commission has often in the past
14 authorized deferral of costs that did not reach that 5
15 percent of income level. For example, the Commission
16 has authorized AAOs and trackers associated with changes
17 to the cold weather rule, the electric vehicle charging
18 costs, green tariff program costs, lead service line
19 replacement costs, Y2K costs, ice storm costs, security
20 costs and numerous other occasions where the level of
21 cost did not reach the 5 percent of income level.

22 In any event, as Staff Witness Bolin
23 recognizes on page 6 of her rebuttal testimony, we don't
24 know how long the pandemic will last and we don't know
25 the full extent of costs and financial impacts at this

1 time. And recently the Commission has already
2 authorized similar AAOs for Spire and Missouri-American
3 Water Company.

4 The Public Counsel has also made several
5 customer specific recommendations related to waiving
6 disconnection and reconnection fees, expanding payment
7 plans and matching programs for bad debts. We believe
8 these items have been adequately addressed by the
9 Company's COVID-19 customer response plan and its
10 shareholder funded customer programs and they're outside
11 the appropriateness of this AAO proceeding.

12 Turning to the National Housing Trust, the
13 National Housing Trust Witness Roger Colton did not
14 specifically address these COVID-related costs in his
15 testimony. Instead he focused on customer issues which
16 we believe are adequately addressed by the Company's
17 COVID-19 customer response program and are outside the
18 scope of this proceeding.

19 Public Counsel Witness Marke supported the
20 expansion of those customer programs but only on the
21 condition that the Company's shareholders pay for the
22 expansion. The Company disagrees with that proposal.
23 So in closing, I'd be happy to take your questions at
24 the end or whenever it's appropriate, and thank you very
25 much for your attention today.

1 JUDGE JACOBS: Thank you very much,
2 Mr. Fischer. Because it is 9:43, we've got a couple
3 hours to get testimony taken care of from Mr. Caisley
4 and the other opening statements, I'm going to have us
5 proceed to the next opening statement before any
6 questions are given to you. So let's proceed with
7 Staff's opening statement. Thank you.

8 MS. MYERS: Thank you, Judge. May it please
9 the Commission. My name is Jamie Myers, and I represent
10 the Staff of the Commission in this matter. First,
11 Staff filed rebuttal and surrebuttal testimony in this
12 matter and ultimately after negotiation amongst the
13 parties Staff became a signatory, along with Evergy,
14 MIEC, MECG and Sierra club to a Non-Unanimous
15 Stipulation and Agreement filed on October 8 of 2020.
16 Staff believes the terms of the Non-Unanimous
17 Stipulation and Agreement are reasonable and consistent
18 with the public interests, and Staff recommends the
19 Commission issue an order consistent with the terms of
20 the Non-Unanimous Stipulation and Agreement that
21 authorizes Evergy to track and defer into a regulatory
22 asset incremental costs directly related to the COVID-19
23 pandemic beginning March 1 of 2020. These specific
24 costs are in paragraph 2 of the Non-Unanimous
25 Stipulation and Agreement.

1 Additionally, and I know Mr. Fischer just
2 walked through the stipulation and agreement, but just
3 to reiterate, Staff would also recommend the
4 Commission's order authorizing Evergy to track and defer
5 certain COVID financial impacts as Mr. Fischer
6 described. Also include the terms in the Non-Unanimous
7 Stipulation and Agreement related to carrying costs
8 found in paragraph 5, lost revenues in paragraph 6,
9 savings to be deferred that's addressed in paragraph 7,
10 duration of the AAO which is in paragraph 8, reporting
11 of information which is in paragraph 9, accounting
12 practices and procedures in paragraph 13, future
13 recovery addressed in paragraph 14, arrearage payment
14 plan commitments in paragraph 16, customer protections
15 in paragraph 18 and the other paragraphs which I've not
16 specifically listed that are contained in the
17 Non-Unanimous Stipulation and Agreement.

18 Now, Staff does not recommend the Commission
19 order include the recommendations made by OPC and NHT
20 that were not included in the Non-Unanimous Stipulation
21 and Agreement. The additional recommendations not
22 included in this Non-Unanimous Stipulation and
23 Agreement, as Mr. Fischer noted, are beyond the scope of
24 what is considered in an AAO application. Staff would
25 direct the Commission's attention to Case No.

1 EO-2020-0383 for information on COVID-19 programs that
2 Everygy is offering its customers.

3 Additionally, Staff would direct the
4 Commission to Staff Witness Natelle Dietrich's
5 testimony, her surrebuttal testimony in this matter,
6 where Ms. Dietrich states that many of the
7 recommendations that have not been included in the
8 Non-Unanimous Stipulation and Agreement are more
9 appropriate for consideration in the docket the
10 Commission opened to consider the best practices for
11 recovery of past-due utility customer payments after the
12 COVID-19 pandemic emergency. That file number is
13 AW-2020-0356.

14 Now, Missouri courts have recognized the
15 Commission's authority to authorize in the form of an
16 AAO a utility to defer and capitalize certain expenses
17 until the time it files its next rate case. While the
18 courts have recognized the Commission's authority to
19 authorize an AAO in extraordinary and unusual
20 circumstances, there's nothing in Missouri law or
21 Commission rule that limits the Commission to granting
22 of an AAO to any particular set of circumstances. Thus,
23 it is up to the Commission's discretion to determine if
24 a set of circumstances is appropriate for the
25 authorization of an AAO.

1 Staff believes and would recommend the
2 Commission find that the current COVID-19 global
3 pandemic is an extraordinary event. It is unlike any
4 event we have experienced in our lifetimes, as
5 Mr. Fischer described. The pandemic is also unusual in
6 nature and that is expected to continue to last for a
7 number of months unlike most events for which utilities
8 request an AAO which costs are incurred in a very
9 limited time frame such as an ice storm or a tornado.

10 Lastly, it is important to note that while
11 Staff recommends the Commission issue an order
12 consistent with the Non-Unanimous Stipulation and
13 Agreement that allows among other things Evergy to defer
14 certain costs and savings, an AAO is not a guarantee of
15 recovery for the utility. In authorizing an AAO, the
16 Commission is simply allowing for certain costs to be
17 separately accounted for for possible future recovery by
18 Evergy.

19 In Evergy's next general rate case, Staff will
20 look at any costs and savings Evergy is permitted to
21 defer and Staff will make its recommendation in that
22 future proceeding on what it believes is appropriate for
23 Evergy to recover.

24 Now, Staff had four witnesses file testimony
25 in this matter: Kimberly Bolin, Byron Murray, Robin

1 Kliethermes and Natelle Dietrich. All four of Staff's
2 witnesses are present today and like me we are all
3 available to answer questions at the appropriate time.
4 Thank you.

5 JUDGE JACOBS: Thank you very much, Ms. Myers.
6 I'm going to note now that you've referred to
7 EO-2020-0383 and AW-2020-0356, and I would propose that
8 the Commission would take official notice of those
9 cases. Does any party object to that? Okay. So the
10 Commission will take official notice of the cases
11 referenced by Ms. Myers in her opening and we can
12 proceed now to hear from Sierra Club. Thank you.

13 MS. HENRY: Thank you, Your Honor. May it
14 please the Commission. My name is Kristin Henry, and I
15 represent the Sierra Club in this matter. Evergy
16 requested authorization from the Commission to create an
17 accounting authority order, or an AAO, for eight
18 different types of costs or lost revenue. These costs
19 and lost revenues are listed as issue number 3 with nine
20 subissues.

21 These requests actually fall into four
22 distinct categories. The first is for costs directly
23 related to the COVID-19 pandemic. The second are
24 revenues that Evergy earned but didn't collect because
25 of the pandemic. The third is for lost or unearned

1 revenue because of volumetric sale changes associated
2 with the pandemic. And finally, a catch-all request for
3 any other costs or expenses.

4 Sierra Club submitted expert testimony of
5 Cheryl Roberto with regard to Evergy's request to create
6 an AAO for lost or unearned revenue because of
7 volumetric sale changes associated with the pandemic.
8 Mrs. Roberto's testimony detailed many reasons why the
9 Commission should not create an accounting authority
10 order for lost or unearned revenue, including, first,
11 the fact that unearned income does not qualify as a
12 regulatory asset under the Uniform System of Accounts.
13 While Evergy makes much in its application of the
14 extraordinary nature of the COVID pandemic, the question
15 of extraordinary only goes to whether the timing of an
16 accounting claim can be moved to another reporting
17 period. Evergy never addresses the threshold issue
18 under the Uniform System of Accounts which is whether
19 unearned revenue is a recordable accounting item.
20 Unlike the claims Evergy had made for its actual,
21 reasonable and prudently incurred costs related to the
22 COVID-19 pandemic, selling electricity then expected to
23 a commercial and industrial customer is not an incurred
24 cost and would not otherwise be charged to an expense.

25 Second, even if lost or unearned revenue

1 resulting from lower than anticipated sales was a
2 recordable accounting item pursuant to the Uniform
3 System of Accounts, Evergy made no claim of net
4 financial harm related to lost or unearned revenue to
5 demonstrate the significance of the impact. Third,
6 disappointing sales do not qualify for treatment as a
7 regulatory asset under the governing accounting rules as
8 applied in Missouri. Fourth, the balance of equities
9 demonstrates that the Commission should not allow
10 deferred accounting for lost revenue.

11 Fifth, Missouri regulation places the risk of
12 volumetric electricity sales variation squarely with the
13 utility. The Commission authorized Evergy's return on
14 equity under circumstances that included this allocation
15 of risk. If the risk had been allocated to customers,
16 the Commission would have necessarily reduced the return
17 on equity granted to Evergy to account for the reduction
18 of risk to Evergy's investors. Sixth, best utility
19 regulation practice is for the Commission to recognize
20 the distinction between expenses, foregone revenue and
21 unearned revenue. The Commission's employing these best
22 practices uniformly deny utility requests to create a
23 regulatory asset for unearned or lost revenue due to
24 COVID-19.

25 On October 8, 2020, a Non-Unanimous

1 Stipulation and Agreement was filed with the Commission.
2 This stipulation and agreement was signed by Evergy, the
3 Staff of the Missouri Public Service Commission,
4 Missouri Industrial Energy Consumers, Midwest Energy
5 Consumer Group and Sierra Club. The Non-Unanimous
6 Stipulation and Agreement would allow Evergy to create
7 an AAO for the first two categories of costs which are
8 expenses directly related to the COVID-19 pandemic and
9 earned but not collected revenue.

10 Evergy would not get an AAO for the third or
11 the fourth category which concerns lost revenue from
12 reduced load and the catch-all category. This
13 stipulation and agreement fully resolves the issues
14 Sierra Club raised through its expert testimony as it
15 does not allow Evergy to create an AAO for lost or
16 unearned revenue.

17 In addition, the stipulation and agreement
18 contains important consumer protections. For this
19 reason, Sierra Club respectfully requests that the
20 Commission approve the stipulation and the settlement
21 agreement as filed.

22 JUDGE JACOBS: Thank you very much, Ms. Henry.
23 We can proceed now to hear from Missouri Industrial
24 Energy Consumers, please.

25 MS. PLESCIA: Good morning. May it please the

1 Commission. My name is Diana Plescia and I represent
2 the MIEC. I'm here today to support the Non-Unanimous
3 Stipulation and Agreement which has been summarized very
4 well by the other counsel that have spoken before me.
5 Of particular importance to MIEC in these negotiations
6 was the issue of lost revenues. We feel that the
7 stipulation strikes a balance between the interests of
8 consumers and the utility and that it's a
9 forward-thinking stipulation that we think will resolve
10 issues going forward for crucial issues for both the
11 Company and consumers. We believe that the Commission
12 should approve the Non-Unanimous Stipulation and
13 Agreement.

14 We do have in evidence in the record or will
15 have in evidence in the record the rebuttal and
16 surrebuttal testimony of Greg Meyer, and he will be
17 available for questions from the Commission as well as
18 cross-examination by the parties that are contesting the
19 stipulation. And if the Commission doesn't have any
20 questions, that will conclude my opening statement.

21 JUDGE JACOBS: Thank you, Ms. Plescia. We may
22 have Commissioner questions for counsel on opening after
23 all opening is done and when we make sure we can hear
24 from Mr. Caisley this morning. There will be an
25 opportunity for that. We can proceed now to Midwest

1 Energy Consumers Group, please.

2 MR. WOODSMALL: Good morning, Your Honor.
3 David Woodsmall for the MECG. I'll be fairly brief.
4 Evergy and Staff did a good job discussing the various
5 provisions contained in the Non-Unanimous Stipulation so
6 I won't go through all those provisions. Instead, I
7 want to briefly discuss the law regarding the treatment
8 of non-unanimous stipulations. Then I want to address
9 the standard for issuance of an accounting authority
10 order. Finally, I will address a couple of the more
11 important provisions in the settlement.

12 So non-unanimous stipulations. Missouri law
13 and Commission rules state if a settlement is unanimous,
14 you can simply approve it if you want. You don't need
15 evidence to support a unanimous settlement. That is
16 what happened with Spire and the Missouri-American
17 settlements. Those settlements were not opposed.
18 Therefore, you didn't need to conduct an evidentiary
19 hearing and accept evidence. You were within your
20 authority to simply approve those settlements.

21 A non-unanimous stipulation, however, is a
22 different issue. Commission rules provide that an
23 opposed settlement simply represents the position of the
24 supporting parties. You can't simply approve it.
25 Instead, you must issue a report and order that contains

1 findings of fact that are supported by competent and
2 substantial evidence. That doesn't mean that the
3 non-unanimous stipulation in this case is worthless.

4 The signatories to that settlement maintain
5 that given the prefiled testimony in this case, as well
6 as the evidence to be elicited during the hearing, you
7 may issue an order with findings of fact that adopt each
8 and every of the provisions of the settlement. MCEG and
9 the other signatories urge the Commission to issue
10 findings of fact that adopt all the provisions of the
11 opposed settlement. So the law regarding AAOs, and this
12 has been addressed some by Mr. Fischer, as you're each
13 aware, Missouri courts and the Uniform System of
14 Accounts provide that deferral accounting is only
15 authorized where an event is extraordinary.

16 The Commission has held that an event is
17 extraordinary if it is, quote, abnormal and
18 significantly different from the ordinary and typical
19 activities of the company, end quote. MCEG agrees that
20 the COVID pandemic is an extraordinary event. Much like
21 a tornado, ice storm or other act of God, the pandemic
22 is significantly different from the typical operating
23 conditions of the utility. As such, it is appropriate
24 to defer certain costs arising out of the pandemic.

25 I won't take a bunch of your time this morning

1 discussing the terms of the settlement. You are largely
2 familiar with the terms of the agreement. You have
3 already approved settlements for Spire and
4 Missouri-American which are very similar to the
5 non-unanimous agreement in this case. The settlement
6 provides for some very familiar components.
7 Specifically, the settlement allows Evergy to defer the
8 incremental safety costs incurred to address the
9 pandemic.

10 Additionally, the settlement allows Evergy to
11 defer the increase in bad debt expense, as well as the
12 shortfall in disconnection and reconnection revenues.
13 These are virtually identical to the Spire and
14 Missouri-American settlements.

15 Important to MECG and consistent with our
16 testimony, the settlement expressly provides that Evergy
17 will not defer any lost revenue resulting from reduced
18 customer usage. Frankly, this was a dropdead issue for
19 MECG. In previous cases, the Commission has rejected
20 the deferral and recovery of lost revenues. In 2012,
21 Missouri Gas Energy sought the deferral of lost revenues
22 and the Commission rejected it. In 2014, Ameren sought
23 the deferral of lost revenues, deferral and recovery of
24 lost revenues associated with an ice storm that knocked
25 out Noranda and the Commission rejected it there.

1 Other Commissions have similarly rejected it,
2 including more recently the Indiana Commission. MECG
3 believes the deferral of lost revenues should not be
4 allowed and the non-unanimous stipulation precludes such
5 a deferral. One major difference between this
6 settlement and the Spire and Missouri-American
7 settlements involves the bad debt extension mechanism.
8 The Spire and Missouri-American agreements simply state
9 that Spire and Missouri-American can seek to extend the
10 agreement past the March 31, 2021 deferral period.

11 While the Evergy agreement contains a similar
12 provision, it also contains an objective test to
13 determine whether the deferral of increased bad debt
14 costs should continue. Specifically the bad debts for a
15 quarter are compared to the bad debts included in
16 Evergy's rates. If actual bad debts are more or less
17 than 10 percent above the amount included in rates, then
18 the deferral will continue and this extension can last
19 for two quarters until September 30, 2021.

20 As mentioned, MECG is presenting the testimony
21 of Greg Meyer. He'll be happy to address MECG's
22 original positions in this case, as well as the
23 reasonableness of each of the provisions in the
24 stipulation. Thank you for your time.

25 JUDGE JACOBS: Thank you very much. We can

1 proceed now to hear the opening from the Office of the
2 Public Counsel.

3 MR. HALL: Good morning. May it please the
4 Commission. This is a case about accounting standards,
5 and Evergy's request does not meet this Commission's
6 applicable standards. Public Counsel already provided
7 the reasons why Evergy's request does not meet the
8 Commission's accounting authority order or AAO standard
9 in its position statement filed earlier in this docket.
10 So I don't really want to belabor those points.

11 Instead, I wish to talk about what this case
12 is also about. Fairness. Evergy initially requested
13 for the authority to defer COVID-19 related incremental
14 costs and lost revenues to be considered for recovery in
15 Evergy's next rate case. Evergy has since modified its
16 position with the Non-Unanimous Stipulation and
17 Agreement before this Commission.

18 This stipulation is similar to that agreed to
19 with Spire Missouri and Missouri-American Water, but
20 there are two notable exceptions. First, unlike Spire
21 or American-Water, Evergy is not coupling its COVID-19
22 AAO with any particular COVID-19 related customer
23 program or other financial response. Spire agreed to
24 implement an arrearage matching program, and
25 American-Water agreed to offer a bill credit for its

1 customers above and beyond what it already had
2 previously committed before it filed for its
3 application.

4 Evergy's agreement refers back to single and
5 four-month payment plans that were offered through this
6 August and preexisting customer protections offered by
7 this Commission such as the cold weather rule.

8 The second exception is that Evergy's
9 deferrals will go beyond March 31 of 2021. Evergy plans
10 to defer all COVID-19 related incremental costs and
11 savings until the end of March. Then afterwards we have
12 what is being referred to as a bad debt extension
13 mechanism. I like to call it a gambling provision.
14 From April 1, 2021 to October, if quarterly bad debts
15 are higher than what's accounted for in rates, then
16 Evergy gets to defer the excess.

17 Evergy's books will then reflect a world where
18 that financial liability isn't happening. If quarterly
19 bad debts are less than expected, customers win the
20 gamble and get a credit. The problem with relying on
21 gambling, though, is that the house always wins.

22 We've all been affected by COVID-19 to varying
23 degrees. Some have been inconvenienced. Some have lost
24 jobs. Some have lost loved ones. How has Evergy been
25 affected? Seemingly not at all. The evidence Public

1 Counsel provides at this hearing shows that Evergy is
2 not altering its capital expenditure plans in light of
3 COVID-19's economic impact. Evergy has not reduced its
4 compensation or benefits for its personnel and upper
5 management, and testimony from OPC witnesses Robert
6 Schallenberg and Geoff Marke demonstrate that COVID-19
7 has not had a financial and material impact on the
8 company. Not necessarily its customers but the company.
9 Evergy's response to Public Counsel is not to dispute
10 this but to argue instead that they don't have to prove
11 materiality.

12 During this pandemic, Evergy has been
13 releasing statements to the public telling them that
14 when it comes to COVID we are in this together. Are we?
15 Seriously. Evergy is asking for an AAO so its books can
16 reflect earnings that would have happened but for
17 COVID-19. Evergy is asking for this treatment for an
18 event that it argues is extraordinary while also
19 claiming that it doesn't need to prove financial
20 materiality. Evergy is further asking for a gambling
21 provision just in case things get worse after March.

22 Is Evergy offering some sort of payment plan
23 or customer arrearage program to address the coming
24 storm? No. To reiterate, Evergy's position is that it
25 should be able to insulate its financial books with

1 deferral accounting; that it's done enough for customers
2 this past summer and so everything is fine for the
3 customers but also customers may not be making their
4 debt obligations after March. So we need a separate
5 tracker, a separate gambling.

6 Evergy's inability to meet the deferral
7 accounting standards of this Commission is reason enough
8 to reject the stipulation, but this gambling provision,
9 this paragraph 8 is especially onerous. Getting more
10 protection from customers and other utilities in the
11 state while offering even less for customers is
12 unacceptable to Public Counsel.

13 We ask that this Commission think so too. The
14 OPC offers the testimony of three witnesses over the
15 course of this hearing: Robert Schallenberg as Public
16 Counsel's Policy Director. He has testified before this
17 Commission numerous times on accounting authority order
18 standards and he can speak to why Evergy has not shown
19 it has met that standard. David Murray is testifying as
20 a Chartered Financial Analyst and a Utility Regulatory
21 Manager for Public Counsel. He can speak to the equity
22 risk premium that is already included in Evergy's rates
23 and how Evergy's rates are set to already account for
24 some amount of financial instability.

25 Dr. Geoff Marke, Public Counsel's Chief

1 Economist, echoes the findings of Mr. Schallenberg while
2 offering his review of Evergy's response to COVID-19 in
3 his recommendations on what payment plans or other
4 protections the Commission should consider when
5 approaching this AAO. I invite you to ask questions of
6 all these witnesses and other witnesses at this hearing.
7 I will provide whatever answers I can to your questions
8 following all opening statements. I may otherwise defer
9 to Public Counsel's witnesses. Thank you.

10 JUDGE JACOBS: Thank you very much, Mr. Hall.
11 We can proceed now to hear from the National Housing
12 Trust.

13 MR. LINHARES: Thank you, Judge. May it
14 please the Commission. My name is Andrew Linhares. I'm
15 here representing the National Housing Trust today.
16 This hearing is taking place at perhaps one of the most
17 economically precarious moments in the memory of anyone
18 living today. COVID-19 infections in Missouri and in
19 the United States are at record highs. It appears
20 Congress may not pass another COVID relief package even
21 as federal unemployment insurance begins to end for
22 millions of Americans. So we're in for several months
23 of increased unemployment, mounting utility debt,
24 disconnections, evictions and the strain on social
25 services.

1 To date, the state of Missouri has not taken
2 any action to assist Missouri utility customers, and
3 this case presents an opportunity to address a mounting
4 crisis for Evergy's most vulnerable customers and at the
5 same time to minimize Evergy's uncollectible expenses
6 and bad debt related to COVID in order to protect
7 ratepayers.

8 Some parties argue that NHT's proposals in
9 this case are inappropriate for an AAO case or are
10 better raised elsewhere or are already met by existing
11 programs. I want to respond to each one of those
12 arguments. First I'd like to briefly summarize the
13 areas where NHT is asking for the Commission to take
14 action in this case.

15 NHT's witness Roger Colton's rebuttal
16 testimony includes several concerns. First, Mr. Colton
17 begins by demonstrating how the pandemic is
18 disproportionately impacting low wage employees and
19 residents of affordable housing. Most often through no
20 fault of their own these customers are seeing their
21 employment and their housing security vanish along with
22 their ability to pay their utility bills. This is
23 particularly true of African Americans.

24 Mr. Colton's testimony notes that African
25 Americans make up roughly 11 percent of the Missouri

1 population and suffered 33 percent of the state's COVID
2 related deaths that was in August. In Mr. Colton's
3 words, that population which has the least ability to
4 respond to the economic catastrophe caused by COVID-19
5 is the same population that is being hit hardest with
6 the public health and economic consequences.

7 Next, Mr. Colton articulates several general
8 principles that the Commission should articulate to
9 govern a utility's future recovery of COVID-19 costs.
10 These principles fit within the basic framework of
11 Chapters 386 and 393 under Missouri law in which
12 utilities have a statutory obligation to provide just
13 and reasonable rates and the Commission has a similar
14 duty to only authorize rate changes that are just and
15 reasonable.

16 The first principle Mr. Colton asks the
17 Commission to consider is that Evergy has an obligation
18 to provide service within a least cost framework. This
19 is really the heart of NHT's case. The question is
20 whether Evergy can make certain investments in customer
21 programs, in resources or in policies that will result
22 in more efficient, more cost effective response to the
23 COVID-19 non-payment problems which its customers are
24 facing and in so doing whether they can mitigate the
25 costs that will arise and fails to make such

1 investments. NHT believes that without further attempts
2 to mitigate customer arrearages Evergy may accrue
3 uncollectible debts that it otherwise may not have thus
4 increasing the costs that it can recover through an AAO
5 resulting from this case.

6 There are other principles that Mr. Colton
7 addresses including that Evergy should undertake
8 reasonable actions to mitigate the harms of COVID-19
9 including the inability to pay and that Evergy should
10 operate in an efficient manner in both its collections
11 and its expenses needed to make those collections. I
12 won't get into those remaining principles.

13 I want to transition into the specific
14 proactive steps that Mr. Colton recommends Evergy take
15 that can provide a path for Evergy to reduce costs
16 relative to alternative approaches. NHT in this case is
17 requesting that the Commission only approve an AAO on
18 the condition that Evergy address some of these steps.
19 The first is to create a best practice arrearage
20 management program through which customers can earn
21 credits to retire arrears over a 12-month period. We
22 recommend eligibility set at 200 percent of the federal
23 poverty level with allowances for longer term deferred
24 payment plans.

25 The Office of the Public Counsel just detailed

1 the settlement in the Spire case including the matching
2 framework between ratepayers and Evergy shareholders,
3 and NHT supports that framework.

4 The second step in Mr. Colton's testimony that
5 he recommends is expanding Evergy's Economic Relief
6 Pilot Program by targeting relief to the extreme poor
7 and by using what we're calling express lane eligibility
8 and various community outreach strategies to make the
9 program widely utilized and widely known across the most
10 vulnerable populations. Mr. Colton also recommends to
11 expedite the spending of all approved income eligible
12 energy efficiency funds by targeting customers in
13 extreme arrears and increase contributions to
14 weatherization service providers.

15 We are not calling for additional energy
16 efficiency funds save perhaps increased weatherization
17 contributions. We're calling for the expedition of
18 existing approved energy efficiency funds given that
19 they can address customer arrears.

20 Finally, Mr. Colton recommends renewing a
21 moratorium on disconnections for nonpayment, suspension
22 of late fees and similar steps to assist customers
23 through this unprecedented crisis. So NHT views the
24 non-unanimous stipulation in this case as unacceptable
25 as it does not address any of the steps to limit

1 customer arrears due to COVID-19.

2 As far as NHT's positions on the ability to
3 recover certain costs, we agree with the provision
4 limiting the recovery of so-called lost revenues and we
5 do join the Office of the Public Counsel in opposing
6 provisions 8(a) and (b) regarding, as counsel for OPC
7 was explaining, regarding higher than expected
8 uncollectible expenses or the so-called gambling
9 provisions that he referenced.

10 Okay. Next I would like to address various
11 arguments regarding NHT's testimony and recommendations
12 in this case. The first being that these proposals I've
13 just outlined, they don't belong in an AAO case or
14 they're appropriate somewhere else. Witness for Staff
15 Ms. Natelle Dietrich argues that while NHT and OPC may
16 provide a lot of good information on the effects of
17 COVID-19 on vulnerable populations and perhaps some best
18 practice ways to respond, nevertheless these
19 recommendations are outside the scope of an AAO docket.

20 As I stated previously, we believe it's
21 reasonable to insist that Evergy demonstrate its actions
22 are leading to the least costs incurred that wants broad
23 recovery of these COVID related costs.

24 The Commission is within its rights to order
25 Evergy to implement customer programs and take steps to

1 minimize customer debt during the pandemic. We believe
2 our recommendations are intended to minimize the very
3 costs to be recovered as a result of this case. So we
4 disagree they're outside the scope.

5 Ms. Dietrich suggests several other cases
6 where these recommendations may be more appropriate, and
7 just as an initial observation all parties to the
8 unanimous stipulation in Spire's AAO case have, of
9 course, indicated their approval to addressing many of
10 these concerns by signing to that stipulation and that
11 includes Staff. One of the cases Ms. Dietrich raises is
12 Evergy's application for approval of COVID-19 customer
13 programs or EO-2020-0383. It's worth noting that Evergy
14 filed for approval of its programs on May 22, requested
15 and received a waiver of the 60-day notice provision and
16 they received expedited approval near six days later on
17 May 28. We obviously agree on the need for expedited
18 action in response to this pandemic, but it did leave
19 stakeholders with no opportunity for intervention or
20 input. This case is really the first chance
21 stakeholders in Evergy have had to obtain an order in
22 response to the pandemic. The situation is even more
23 critical now than it was last spring or summer, and it
24 will only become more-so throughout the winter.

25 Another case related here is the pandemic

1 workshop docket or AW-2020-0356. I believe that's
2 right. The Commission opened this docket in May and NHT
3 has contributed extensive comments during the summer as
4 part of the energy efficiency for all coalitions'
5 comments. There's been no Commission order or direction
6 resulting from this workshop to provide relief for
7 disconnected customers or customers in severe arrears
8 due to unemployment from COVID-19. So this workshop may
9 be a place to arrive at a shared approach to electric,
10 gas and water utilities regarding arrearage management
11 and disconnections and payment plans and things like
12 that. However, such process may take months and would
13 very likely still require individual cases with each
14 utility. A more direct route we believe is to place
15 conditions on the approval of Evergy's AAO in this case
16 in order to protect customers against some of the worst
17 effects of the pandemic on their utility bills.

18 One other argument that's been offered is that
19 Evergy already offers COVID response programs and
20 payment plans, and the company points to its existing
21 payment plans and customer programs which total 2.2
22 million in company funds for COVID relief.

23 I'd like to note that these existing funds are
24 split between Kansas and Missouri, of course, and a
25 significant portion of these funds consist of grants to

1 small businesses and local nonprofits. Only a small
2 minority of these funds are going toward bill assistance
3 for Evergy residential customers in Missouri, which is
4 where the primary strain of this pandemic is being seen.

5 The fact is that Evergy's current program
6 offerings fall well short of its peer utilities in the
7 Midwest. The current crisis last spring led utilities
8 all across the country and the Midwest to make
9 unprecedented commitments to provide bill assistance and
10 debt forgiveness for customers, suspend disconnections,
11 late fees and take various other actions to limit the
12 accrual of uncollectible debts as a result of the
13 pandemic.

14 For example, Minnesota, their largest utility,
15 Xcel Energy, they proposed a \$17-1/2 million bill credit
16 program for its most indebted customers. Illinois
17 Commonwealth Edison, or ComEd, reached an agreement with
18 parties last summer for a COVID-19 bill assistance
19 program worth \$18 million in funding including partial
20 arrearage forgiveness. DTE in Michigan, a big utility
21 in Michigan, pledged 13 million to help customers
22 struggling with COVID pandemic, including direct relief
23 for customers with high arrears, and notice all these
24 programs are targeted to high arrear customers to deal
25 with the arrearage issue, which is essentially

1 uncollectible debt in some significant degree.

2 And of course, Spire, Missouri's largest gas
3 utility, signed an agreement with advocates that
4 includes a long-term deferred payment plan option, an
5 arrearage management program paid for by both utility
6 shareholders and ratepayers. This, of course, occurred
7 in the context of an AAO case.

8 So just to sum up here, I'd just like to
9 reiterate that we are facing a very serious crisis for
10 Evergy customers in the coming months. Of course, this
11 applies to all electric service customers in the United
12 States. And Missouri is no exception or perhaps above
13 the average there. The non-unanimous stipulation in
14 this case fails to include any additional bill
15 assistance, arrearage management program, payment plan,
16 debt forgiveness or other steps to protect customers
17 from the results of unemployment, from the economic
18 hardships coming from this pandemic.

19 So this failure to commit funds towards an
20 arrearage management program or similar steps will not
21 only leave Evergy's customers exposed during this
22 crucial emergency but it may lead to accrual of huge
23 amounts of uncollectible debt which may needlessly fall
24 on the backs of ratepayers. I don't believe Evergy has
25 met its burden approving that its lack of addressing

1 these programs will not lead to that scenario. So we
2 would urge the Commission to take this opportunity to
3 place conditions on the approval of Evergy's requested
4 AAO. I encourage you to further review NHT's position
5 statement and Mr. Colton's rebuttal testimony in this
6 case, to ask whatever questions you might have of
7 Mr. Colton when I tender him as a witness, and I'm happy
8 to make myself available for your questions as well
9 although we may be doing that later. So thank you.

10 JUDGE JACOBS: Thank you very much,
11 Mr. Linhares. We're ready to hear from Renew Missouri.

12 MR. OPITZ: Thank you, Judge. May it please
13 the Commission. I'll be very brief. Renew Missouri did
14 not object to this stipulation and agreement, but we
15 also did not sign. Our position is that this
16 stipulation does not rise to meet the magnitude of the
17 moment we're in in the times of COVID.

18 I believe that the Commission has the ability
19 to attach specific conditions that were recommended by
20 Office of the Public Counsel's witness Dr. Geoff Marke
21 and NHT's witness Mr. Roger Colton, and particularly
22 those are appropriate when they are addressing
23 circumstances that were the direct result of the very
24 same event that the Company is seeking to recover its
25 own expenditures for.

1 As for the specific details of the conditions,
2 the customer specific recommendations of Office of the
3 Public Counsel's Dr. Marke and those of Mr. Colton from
4 NHT Renew Missouri believes would be appropriate to
5 attach, and with those attached we would support an
6 order granting the AAO. That's all I have. Thank you.

7 JUDGE JACOBS: Thank you very much. So we're
8 at 10:24, and I would like to hear from Everygy about how
9 long you would estimate in your experience Mr. Caisley's
10 testimony is likely to take. Let me make sure that
11 Everygy's conference room is unmuted if Mr. Hack wants to
12 speak up or perhaps Mr. Fischer is able to advise. I
13 don't know.

14 MR. FISCHER: We will just be taking
15 cross-examination for the most part of Mr. Caisley. So
16 I don't think I can estimate how long that would take,
17 but he's available right now. I see him on the screen.
18 So we could go forward with it.

19 JUDGE JACOBS: Okay. So parties --

20 MR. FISCHER: You're on mute, I think. We
21 can't hear you, Rob Hack. We still can't hear you.

22 JUDGE JACOBS: So the system tells me that
23 when I click your line it says I can request unmute. So
24 I've apparently sent a request to your system to unmute
25 you. So that's something you have to do on your end.

1 And while they try to figure that out, parties who will
2 be cross-examining Mr. Caisley, in your experience how
3 long do you think this is going to take? I'm just
4 trying to figure out if we should be proceeding with
5 that right now. It seems to me that's a good idea. If
6 anyone doesn't think so, speak up.

7 MS. PLESCIA: For MIEC, we will not have any
8 cross-examination for Mr. Caisley.

9 MS. HENRY: This is Sierra Club. We have no
10 cross-examination for Mr. Caisley.

11 MR. OPITZ: Renew Missouri has no
12 cross-examination for Mr. Caisley.

13 MS. MYERS: Staff will have limited cross for
14 Mr. Caisley. We'll take probably less than five
15 minutes.

16 MR. HALL: Judge, this is Caleb Hall. Public
17 Counsel does have some limited cross for Mr. Caisley.
18 Based on some other hearings we've had in the
19 evidentiary room, I wouldn't be surprised if it just
20 lasts an hour based on the back and forth. Of course,
21 Everyy has a responsibility and an opportunity to
22 respond to whatever cross questions come. Perhaps we
23 can start with Mr. Caisley however maybe with --
24 depending on what Commissioners may have questions as
25 well that may extend past the time that they need to be

1 absent for agenda.

2 JUDGE JACOBS: Okay. So this is what I would
3 say then. It sounds to me like, and I appreciate you
4 giving me some guidance on this, Mr. Hall. So it sounds
5 like we should proceed with Mr. Caisley because we
6 should be able to get that done before we have to break,
7 and then we can come back and open up the floor and let
8 the bench ask questions of all the attorneys that we
9 just heard from in opening. That's how I would propose
10 to proceed. Right now we have to make sure we can hear
11 from Mr. Hack. I just got a chat message that says that
12 they show that they are unmuted, and on my end it shows
13 that you're muted. When I try to unmute you, I don't
14 have authority to do that. So have you toggled your
15 mute one time and let's see what happens. You've done
16 that.

17 Okay. And this line that I'm seeing that I
18 don't have sound from is an audio call that was dialed
19 in; is that right? So how about you disconnect that and
20 call us back. Okay? Okay. So this is what I'm going
21 to suggest. I'm going to give this ten minutes to get
22 worked out. So if anyone needs to excuse themselves,
23 please be back here by 10:38. In the meantime, I will
24 try to work out whatever our audio connection is and
25 we'll start with Mr. Caisley's testimony at 10:38 a.m.

1 That gives Ms. Bentch a brief break if she needs one.

2 (A recess was taken.)

3 JUDGE JACOBS: It looks like it is now 10:38
4 a.m. We do have a court reporter. Let's get back on
5 the record. So where we left off we were getting ready
6 to move in to Everyg's first witness, Mr. Caisley. And
7 Mr. Hack, is everything okay on your end?

8 MR. HACK: This is Rob Hack. Can you hear me?

9 JUDGE JACOBS: Yes.

10 MR. HACK: I'm prepared to begin whenever you
11 desire.

12 JUDGE JACOBS: I just want to confirm that I
13 am seeing all the individuals we need here present with
14 us, and it looks like we have everyone who is essential.
15 Ms. Bentch?

16 THE COURT REPORTER: Can Mr. Hack turn up his
17 volume at all?

18 MR. HACK: I will speak up more. Is that
19 better? Okay. We'll see what we can do here. My
20 technical skills are limited. So I will begin. State
21 your name for the record, please, sir.

22 THE WITNESS: Charles A. Caisley.

23 JUDGE JACOBS: So we need to swear in a
24 witness if we're going to present a witness. So
25 Mr. Caisley, please raise your right hand.

1 (Witness sworn.)

2 JUDGE JACOBS: Thank you very much. You may
3 now proceed, Mr. Hack.

4 MR. HACK: Thank you.

5 CHARLES CAISLEY,
6 called as a witness in behalf of Evergy, being sworn,
7 testified as follows:

8 DIRECT EXAMINATION BY MR. HACK:

9 Q. Mr. Caisley, where do you work, by whom are
10 you employed and in what position?

11 A. I work for Evergy, and I am Evergy's Chief
12 Customer Officer.

13 Q. Sir, did you cause testimony to be prepared
14 and filed in this proceeding, surrebuttal testimony that
15 has been marked as Exhibit 2 for the confidential
16 version and Exhibit 3 for the public version of that
17 testimony?

18 A. I did, yes.

19 Q. Do you have any changes to that testimony at
20 this time?

21 A. I do not, no.

22 Q. If I were to pose to you today the questions
23 that are asked in that testimony, would your answers be
24 substantially the same?

25 A. Other than updating potentially some of the

1 numbers from when this was filed, yes, my answers would
2 all be the same.

3 Q. Are those answers true and correct, to the
4 best of your knowledge and belief?

5 A. Yes, they are.

6 Q. Mr. Caisley, I would also ask you to identify
7 what has been marked as Exhibit 1.

8 A. Uh-huh.

9 Q. Can you identify that, please?

10 A. Oh, yeah, sorry. It's the stipulation and
11 agreement, I believe.

12 Q. Thank you. And have you been made aware of a
13 typographical error in the Non-Unanimous Stipulation and
14 Agreement, Exhibit 1?

15 A. Yes. On page 8, paragraph 16 the words are
16 written December 31, 2021 on the last two lines of that
17 paragraph. Those should be replaced with the date
18 December 31, 2020.

19 Q. Thank you, sir. Does Exhibit 1, the
20 Non-Unanimous Stipulation and Agreement as corrected,
21 represent the outcome Evergy and you advocate in this
22 proceeding?

23 A. Yes, absolutely. You know, while we stand by
24 our original filing and our testimony in this case, that
25 stipulation and agreement is something that we approve

1 of and would ask for the Commission's approval.

2 MR. HACK: With that, I would offer Exhibits 2
3 and 3 into the evidentiary record, as well as Exhibit 1,
4 and tender Mr. Caisley for cross-examination.

5 JUDGE JACOBS: Would there be any objection to
6 Exhibit 1, which is the Non-Unanimous Stipulation and
7 Agreement with the correction that has been noted?

8 Hearing no objection to that exhibit, unless someone
9 wants to interrupt me, Exhibit 1 will be admitted to the
10 record. And then you have Exhibit 2C which is
11 confidential and Exhibit 3 have also been offered. Any
12 objection to those exhibits? Those exhibits will be
13 admitted to the record, as I have not heard any
14 objections.

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

17 JUDGE JACOBS: Then I believe we're ready for
18 cross-examination. So we can proceed with Staff if you
19 have any cross-examination for Mr. Caisley.

20 MS. MYERS: Yes, Judge, we do have a few.

21 CROSS-EXAMINATION BY MS. MYERS:

22 Q. Good morning, Mr. Caisley.

23 A. Good morning. How are you?

24 Q. Good. My name is Jamie Myers. I'm with Staff
25 counsel. I have just a few questions for you. So your

1 counsel just asked you a question regarding Exhibit 1,
2 which is the Non-Unanimous Stipulation and Agreement,
3 correct?

4 A. That is correct.

5 Q. You're familiar with that document?

6 A. I am familiar with that document.

7 Q. So does the Non-Unanimous Stipulation and
8 Agreement put forward additional customer protections
9 found in paragraphs 16 and 18 relative to the original
10 filed positions of Evergy and Staff?

11 A. Yes, it does.

12 Q. For what period of time does this
13 Non-Unanimous Stipulation and Agreement call for Evergy
14 to continue its current practice of waiving late payment
15 fees, one of the customer protections, as well as not
16 doing external credit reporting and other customer
17 protection for residential and small business customers?

18 A. Through March 31 of 2021.

19 Q. Is that consistent with the deferral period --

20 A. It is.

21 Q. -- in the stipulation and agreement?

22 Additionally, for what time period does the
23 Non-Unanimous Stipulation and Agreement call for Evergy
24 to waive reconnect fees for residential and small
25 business customers?

1 A. Again, that's through March 31 of 2021.

2 Q. When does the Non-Unanimous Stipulation and
3 Agreement call for Evergy to evaluate the reasonableness
4 of extending their current offering of 12-month payment
5 plans, as well as offering additional customer
6 assistance programs in consultation with Staff, OPC and
7 NHT?

8 A. That would be the first of the year, but
9 honestly that's an ongoing thing. We continue and will
10 continue to evaluate this and consult with Staff, OPC
11 and other stakeholders as long as the pandemic
12 continues.

13 Q. Thank you. Just one last question. In your
14 opinion, is the adoption of these additional customer
15 protections a reasonable outcome?

16 A. Yes, we do believe it is.

17 MS. MYERS: Thank you, Mr. Caisley. I have no
18 further questions.

19 JUDGE JACOBS: Thank you. Do we have any
20 cross-examination from Missouri Industrial Energy? I
21 think actually, Ms. Plescia, you said you would not. I
22 think you're muted.

23 MS. PLESCIA: No questions. Thank you.

24 JUDGE JACOBS: Thank you very much. And then
25 from Midwest Energy Consumers Group?

1 MR. WOODSMALL: No questions, Your Honor.

2 JUDGE JACOBS: Thank you very much. Does
3 Sierra Club? I think many of you have told me you would
4 not. So I understand there's no cross from Sierra Club
5 for Mr. Caisley.

6 MS. HENRY: That is correct, Your Honor.

7 JUDGE JACOBS: Thank you. And Renew Missouri
8 also didn't plan to have any?

9 MR. OPITZ: That's correct, Judge.

10 JUDGE JACOBS: Thank you. So that leaves
11 Office of the Public Counsel to get started now with
12 your cross, sir.

13 MR. HALL: Thank you.

14 CROSS-EXAMINATION BY MR. HALL:

15 Q. Well, Mr. Caisley, the problem with crossing
16 towards the end is when I say this, it sounds trite, but
17 I'm going to say it anyway. Good morning.

18 A. Good morning. How are you?

19 Q. Pretty good. Mr. Caisley, do you have a copy
20 of your surrebuttal testimony in front of you for this
21 case? Could you please turn to pages 11 and 12 of your
22 surrebuttal?

23 A. Yes, sir.

24 Q. On these pages there's a Q and A that starts
25 on page 11 that goes to page 12. That Q and A is

1 referring to contributions that Evergy has pledged to
2 agencies and communities that Evergy serves, correct?

3 A. That is correct.

4 Q. This is the 2.2 million figure that your
5 counsel, Mr. Fischer, mentioned in his opening, correct?

6 A. That is correct.

7 Q. Is this for all of Evergy's service territory?

8 A. It is, yes.

9 Q. Both Kansas and Missouri?

10 A. That is correct.

11 Q. Do you know the breakdown in those numbers?

12 A. I don't think there is a specific breakdown.
13 I would imagine, though, that it will run pretty much
14 along a pro rata share between the customers that we
15 serve in these states.

16 Q. Are you familiar with the Evergy -- or let me
17 rephrase that question. Are you familiar with the
18 program Project Deserve?

19 A. Project Deserve, yes, I am.

20 Q. Is that an Evergy program?

21 A. It is an Evergy program in Kansas, yes.

22 Q. That answers my next question. Is that
23 offered in Missouri?

24 A. No. In Missouri, we use Dollar-Aide.

25 Q. Mr. Caisley, there is a \$400,000 figure

1 mentioned on page 11. What program is that referring
2 to?

3 A. So that would be our emergency economic
4 grants, and those would be going to not-for-profit
5 organizations dealing with the impacts of COVID-19 in
6 our communities.

7 Q. What are some of these nonprofit agencies that
8 are included in that grant program?

9 A. I mean, it's really anybody who deals with
10 food insecurity, housing, could be different types of
11 utility assistance, and again they're emergency grants
12 that are, you know, for agencies that have a focus area
13 that's related to the front line of dealing with some of
14 the impacts of COVID-19.

15 MR. HALL: Judge, at this time I would like to
16 refer to a document that actually wasn't prefiled as an
17 exhibit or prenoted. At this time I'd like to email you
18 and opposing counsel that document before I send it to
19 the witness. Is that all right?

20 JUDGE JACOBS: Sure. Please do.

21 MR. HALL: Mr. Hack, can you let me know when
22 you receive the document and you've had a chance to
23 review it?

24 MR. HACK: Sure. What is it?

25 MR. HALL: I'm not sure it's appropriate for

1 me to identify it unless the witness disagrees, but this
2 is a data request that Evergy provided to OPC in this
3 docket.

4 JUDGE JACOBS: I have not received anything
5 quite yet, Mr. Hall. I don't know if I was supposed to
6 yet but I have not.

7 MR. HALL: My outbox is indicating that I did
8 send it to you, Judge.

9 MR. HACK: Caleb, did you send it to the
10 entire list that I had provided, the entire email
11 address list?

12 MR. HALL: No, I sent this to --

13 MR. HACK: I have somebody who is on that list
14 who's helping me get the documents. I don't have my
15 email list open or my email open. That was the purpose
16 of that list.

17 JUDGE JACOBS: So I have received the email
18 and I can quickly dispatch it to the parties as a
19 forward, but I believe there were many additional people
20 on that list that Mr. Hack had provided. I do think it
21 would be appropriate that we make sure everybody has a
22 chance to see this. So I can forward to all parties
23 right now if that's helpful.

24 MR. HALL: Yes, thank you, Judge.

25 JUDGE JACOBS: Let me do that right now and

1 then the parties can distribute as is needed. Okay.
2 Here we go. Sending an email is very easy unless 35
3 people are watching you do it. I did forward that to
4 the parties, and I'll let you all receive that while I
5 forward it to some additional folks who need to see it
6 as well. Everyone will have a couple minutes here to
7 check their email and then we'll proceed.

8 Okay. I am ready to proceed. I don't know
9 about the rest of you. Has everyone received what they
10 needed to receive?

11 MR. HACK: I have not yet, Your Honor. It
12 should be printed shortly.

13 MR. ZOBRIST: You might tell Chuck it's coming
14 from me, not Anthony, unless Anthony is doing it.

15 MR. HACK: Chuck, Carl Zobrist sent you the
16 document.

17 THE WITNESS: Yeah, I don't have it yet
18 though.

19 MR. HALL: Mr. Caisley, do you have your email
20 up now? I can send it to you directly and cc your
21 counsel.

22 THE WITNESS: That would be fine. My email is
23 up, yes. All right. I just received it from
24 Mr. Zobrist.

25 MR. HACK: We are still waiting here in Kansas

1 City. I'm sorry.

2 THE WITNESS: I'm looking at it now.

3 MR. HALL: Well, then I'll continue
4 questioning then. I apologize for the delay.

5 BY MR. HALL:

6 Q. Mr. Caisley, your counsel has been gracious
7 enough to send you the document I want to ask you about.
8 This is Data Request No. 2027 in this docket. Do you
9 agree with me that this was authenticated by Evergy's
10 regulatory team with an email from Brad Lutz on the
11 third page of this document?

12 A. I only have two pages of the document, but I
13 will stipulate to that. This looks familiar.

14 Q. Thank you, Mr. Caisley. Do you agree with me
15 that the questions that Geoff Marke posited to Evergy
16 was to provide -- please proceed multiple examples of
17 nonprofits that have qualified for grant assistance
18 under Evergy's Hometown Economic Recovery Program?

19 A. Yes.

20 Q. And this has 23 separate nonprofits or
21 agencies that were examples provided by Evergy?

22 A. That is correct.

23 Q. Mr. Caisley, you had mentioned earlier in
24 questioning that the Hometown Economic Recovery Program
25 is giving assistance to agencies that are addressing

1 bill arrearages or utility bill payments. Can you point
2 to any of these examples of such agencies on this list?

3 A. I'm looking through it. I believe, just to be
4 clear, my answer was more expansive than that. I said
5 that it did deal with agencies that are dealing first
6 response, you know, frontline response, agencies dealing
7 with a host of impacts from this pandemic. So I'm
8 sorry. Could you repeat your question one more time? I
9 was just looking through this list.

10 Q. Yeah, sure. Which of these agencies on this
11 example sheet provided by Evergy would be addressing
12 bill arrearages or utility payments for customers?

13 A. If by that you mean direct assistance meaning
14 money that goes directly through them to a customer, I
15 do not believe any of these directly would. However,
16 there are several on there that are working with
17 identifying at-risk communities that would have, you
18 know, particular needs and issues around whether it's
19 food or utility or other areas of impact.

20 Q. Okay. Examples of that would be like example
21 number 2 is the Boys Grow Program out of Kansas City or
22 number 8 is the Hispanic Economic Development
23 Corporation?

24 A. Correct. Those would be a couple of examples.

25 Q. You agree with me those do not give direct

1 assistance to customers looking to pay utility bills?

2 A. No, no, I agree with you.

3 Q. Same with example 21, the St. Joseph Chamber
4 of Commerce?

5 A. I agree with you on that, yes.

6 MR. HALL: Thank you. I have no further
7 questions.

8 JUDGE JACOBS: Okay. We can proceed to any
9 cross-examination from National Housing Trust.

10 MR. LINHARES: Thank you, Judge. Some very
11 brief cross.

12 CROSS-EXAMINATION BY MR. LINHARES:

13 Q. Good morning, Mr. Caisley.

14 JUDGE JACOBS: Actually, I'm sorry, I don't
15 want to proceed at this point because, Mr. Hall, what
16 are we doing with the document that we just passed
17 around and distributed to everyone and talked to the
18 witness about? Is that something that should be part of
19 the record in this case?

20 MR. HALL: OPC doesn't see a reason to offer
21 it as an exhibit. I can if you would desire me to.
22 This is mostly being -- I mostly used it as an aid for
23 Mr. Caisley and I to have our conversation.

24 JUDGE JACOBS: So what you were hoping to
25 point out was there was a list of 23 programs and ask

1 him whether any of them provided direct relief for
2 arrearages?

3 MR. HALL: Correct.

4 JUDGE JACOBS: Okay. Thank you very much. I
5 apologize for interrupting. Now I will ask Mr. Linhares
6 to begin. Thank you.

7 MR. LINHARES: Thank you. Thank you.

8 CROSS-EXAMINATION BY MR. LINHARES:

9 Q. Morning, Mr. Caisley.

10 A. Good morning.

11 Q. Do you have your surrebuttal testimony in
12 front of you for reference?

13 A. I do.

14 Q. I apologize. I don't remember what exhibit
15 number that is.

16 A. It's 2 private, 3 public.

17 Q. Thank you. So page 4 of your surrebuttal
18 testimony you stated that Evergy faces an unknown risk
19 of collection due to substantial customers in payment
20 plans or something similar. Do you see that?

21 A. Do you have a line that you're referring to?
22 Sorry, just trying to --

23 Q. I can find that for you. So starting on 15 or
24 16 rather. Would you say that this risk of collection,
25 or unknown risk of collection as you say in your

1 testimony, would you say that risk has become more
2 significant or less since you authored this testimony?

3 A. Well, depends on what you're describing as
4 risk. What I can tell you is that from accounts that
5 were in arrears or being eligible for disconnection, we
6 feel very -- we've seen positive trends meaning that
7 we're below the level of accounts in arrears that we
8 were experiencing since March 13. Having said that, the
9 total amount of, you know, arrears plus balances has
10 grown significantly over this time period and is
11 significantly greater as a result of the 12-month
12 payment plan principally than we, you know, we would
13 experience otherwise. So yes, I would say there's a
14 significant amount of risk associated with that.

15 Q. And you're in a management position at Evergy.
16 Can you tell us whether Evergy expects this risk of
17 uncollectible debt to be more severe in the coming
18 months?

19 A. I would say that all really depends. I mean,
20 we have been pleased that schools have started to reopen
21 and that restaurants and commercial businesses are able
22 to conduct business again, although some of them are at
23 more limited capacities. So right now we're kind of
24 holding our own I would say. What is concerning is with
25 the spike of cases that have been reported and what may

1 happen as we come into the wintertime. I think that
2 bears watching and making sure that if we were to see
3 another shutdown, whether it was localized or statewide
4 or even national, which is being discussed now, that
5 could obviously change the situation pretty
6 dramatically.

7 Q. I would like to turn to page 6 and I'm looking
8 at the answer starting on line 16.

9 A. Okay.

10 Q. So you are summarizing here the goals Evergy
11 hopes to achieve as part of its COVID-19 customer
12 programs in Case No. EO-2020-0383. Would you be willing
13 to read those goals for me?

14 A. Sure. Reducing the number of customers in
15 arrears and the magnitude of customer arrearages,
16 accelerating the ability to interact with customers to
17 establish payment plans, reducing the number of phone
18 calls made by customers to the contact center and
19 associated wait times, reducing the number of customer
20 disconnections for nonpayment, associated truck rolls
21 and other collection activity costs, and maintaining
22 essential electric service to as many customers as
23 possible which assists in maintaining the continuity of
24 revenue streams that support the continued provision of
25 safe and reliable electric service.

1 Q. Thank you. So given that these are the goals
2 Everygy hopes to achieve with customer programs in
3 response to the pandemic, can you tell me what the
4 purpose is of pursuing these goals for Everygy, the
5 business purpose?

6 A. Well, first, there was a significant concern
7 when we initially announced the moratorium, and
8 particularly as we went into summer, that customers
9 would develop significant balances and have difficulty
10 paying them off which is why we initiated -- we actually
11 enlisted Trove Analytics and McKinsey and we did a lot
12 of work to try and establish if we could who might be
13 most at risk and develop programs and a protocol to
14 reach out to people ahead of reaching a crisis level to
15 try and mitigate the number of people that once we
16 lifted the moratorium would be at risk of disconnection.
17 That's very disruptive to their life or their business.
18 But also once, you know, we didn't want to see a bow
19 wave of those things hit all at the same time, and we
20 wanted to do as much as we could to have customers get
21 on a reasonable payment plan to keep them as current as
22 possible. Of course, we did have some limited success
23 with some payment programs we established that also gave
24 credits. At the end of the day, really the business
25 purpose was two or three fold. One, we want to keep as

1 many customers on as possible. Two, we want to mitigate
2 the amount of bad debt exposure for the company and, you
3 know, for a proceeding like this. We wanted to make
4 sure that we maintained or improved customer experience
5 so that as people were dealing with the stress of the
6 pandemic generally we could mitigate as much as we could
7 from a financial and just, you know, a worry aspect that
8 folks were going to lose their electricity or their
9 business as a result of that. And then ultimately again
10 keeping as many people on a payment plan that was
11 reasonable and they could stay on was a business purpose
12 as well.

13 Q. Would you say that money spent mitigating the
14 accrual of bad debt as you say, would you say that the
15 money spent by Evergy to accomplish that will have a
16 beneficial effect for ratepayers?

17 A. I'm sorry?

18 Q. I think we lost you there.

19 A. Yeah, you froze up on me. I don't know if
20 that's on my end or your end.

21 Q. So you referenced mitigating bad debt. I
22 think -- Mr. Caisley, are you there?

23 JUDGE JACOBS: It looks like his connection
24 has degraded.

25 MR. HALL: Pardon the interruption, Judge.

1 This is Caleb from OPC. If I might suggest, it appears
2 Mr. Caisley is having a bandwidth issue. If he turns
3 off his camera, that might help.

4 MR. LINHARES: Yeah, that would be fine with
5 us.

6 THE WITNESS: There we go. Maybe this will be
7 better.

8 BY MR. LINHARES:

9 Q. Great. Mr. Caisley, I'll repeat the question
10 here, and let us know if you get caught off again.

11 A. Okay.

12 Q. You referenced mitigating bad debt, you know,
13 one of the purposes here of this program was to mitigate
14 the accrual of bad debt by customers. Would you say
15 that that investment by Evergy could lead to a
16 beneficial outcome for ratepayers?

17 A. Certainly. I think anytime you reduce bad
18 debt it's beneficial to everybody. And like I said, you
19 know, when we started the moratorium in March, our
20 accounts receivable balances excluding pay arrangements
21 were right around \$144 million. As of the end of last
22 week, we were at \$141 million of accounts in arrears
23 again excluding payment arrangements. When you include
24 the payment arrangements, then, you know, our total
25 balance today is, you know, probably around, just right

1 around looks to be like \$15 to \$16 million of more
2 accounts receivables on our books than were at the time
3 of the moratorium and when the pandemic first really
4 hit.

5 Our total amount to pay off all balances is
6 about \$70 million higher than it was at the start. So
7 it continues to grow. It's not uniform every single
8 week or every single month, but in general the balance
9 of total accounts receivables and balances on pay
10 arrangements continues to grow.

11 Q. Would you -- So thank you. Would you estimate
12 that that number would continue to grow if the pandemic
13 were to become significantly more severe?

14 A. Yes, I think if we go back into a lockdown
15 again, then I would say we would be in a situation where
16 that would continue to grow probably faster than it is
17 now. It's slowed over the past several months, but I
18 would expect that it would start growing again if we
19 went into a lockdown situation.

20 Q. Okay. Thank you. I want to briefly just go
21 back to page 4 of your surrebuttal testimony. You
22 stated, let's see, this is line 3, your answer there,
23 you stated you're confident in telling the Commission
24 that Evergy has been an industry leader in your response
25 to customers' needs during the COVID-19 pandemic. Do

1 you see that?

2 A. Yes, I do.

3 Q. Would you still consider Evergy an industry
4 leader in this area?

5 A. I do, yes.

6 Q. And why?

7 A. I think there's multiple reasons. First from
8 conversations with many of my peers and other utilities
9 I can tell you that they in general have higher number
10 of people who are eligible for disconnection at this
11 point than we do, and I think that it is a significant
12 benefit to our customers and I think it's a significant
13 benefit to our company and the community we serve that
14 from the day this started right out of the gate we were
15 one of the first utilities in the United States to
16 announce a moratorium, but then secondly we immediately
17 went into looking at how could we come out of that
18 moratorium and do it in a way that wasn't significantly
19 disruptive to businesses and to lives in our
20 communities.

21 And I think the first proof point there is
22 that as we sit here today, as I stated earlier, we're
23 about \$3 million under the amount of folks -- The
24 accounts are down and the amount of dollars that are in
25 arrears and eligible for disconnection as we sit here

1 today six, seven months after when this started is less
2 than when we began. I think that only happens if you
3 take some extraordinary measures and do things that, you
4 know, frankly we hadn't done before and I would say
5 significant amount of utilities around the country still
6 have not taken. Does that mean we're the best? No. I
7 wouldn't say that -- I always say that there are things
8 we can look at to do better, but I do think we did some
9 things and some immediate and ongoing mitigation steps
10 that were significant.

11 So you asked for examples. One of the first
12 people to announce a moratorium, as I mentioned earlier.
13 We immediately very aggressively, very proactively
14 started communicating with our customers and other
15 stakeholders and groups in the community. We expedited
16 the hiring and training of two classes of customer
17 service representatives. We took and went from 20
18 percent deployed remotely capability for our call center
19 representatives to now we're almost 98-99 percent
20 deployed remotely. So we had no interruption in service
21 there. We targeted and expedited the deployment of
22 around 15 to 16,000 AMI meters with automatic disconnect
23 and reconnect in order to be in a situation where once
24 we came out of the moratorium, whenever that ended up
25 being because we didn't know at the time, when people

1 were disconnected for nonpayment we could reconnect them
2 the moment that they made a pay arrangement with us
3 rather than having to roll a truck. And so out of all
4 of the disconnections that occurred after the moratorium
5 and through the middle of August, only 659 actually had
6 to have a truck roll to restore service and most of
7 those were small commercial customers.

8 We immediately got with McKinsey and with
9 Trove to model the impacts to different customer groups
10 and see if we could do some predictive analytics around
11 who would be most affected and what kind of programs we
12 could put together to work with them. We set up a
13 cross-functional task force internally to look at this,
14 not just from an operational perspective but from a more
15 holistic and community perspective. I mean, there's
16 just many, many things in addition to doing the programs
17 that contain bill credits for people who would make
18 arrangements with us, whether it was a one-month payoff,
19 a four-month payoff or a twelve-month payoff. I would
20 say still most utilities at least that are within the
21 EEI member companies, as well as many of the co-ops and
22 municipal utilities that we have information on, did not
23 have or do not have those credit programs. And again,
24 as a result of bill credit programs and as a result of
25 all of this, you know, we're still evaluating what else

1 it is that we may need to do particularly if we go into
2 lockdown again. I do think we did some very good things
3 and perhaps some industry leading things in some areas.

4 Q. Sounds like you took some early steps. Are
5 you familiar with the customer programs offered by other
6 Midwestern utilities of Evergy's size and specifically
7 their levels of investment in those programs?

8 A. I don't have any specific knowledge of like,
9 for example, yes, on calls that we have with the Edison
10 Electric Institute we all share what it is that we're
11 doing. Could I recall them or list them for you right
12 now? No, I couldn't.

13 Q. Would you consider Evergy a leader in the
14 level of investment it has committed to arrearage
15 management and similar programs, in particular the level
16 of shareholder investment?

17 A. I would consider for our size and for the
18 situation that we're experiencing what we are doing is
19 doing the trick, I think.

20 Q. Would you consider Evergy a leader among your
21 peer group in terms of level of investment, in
22 particular shareholder investment?

23 A. Again, I don't know what other utilities have
24 done in terms of shareholder investment. I do think
25 that if we look at our peer utilities in Missouri and if

1 we look at our peer utilities in Kansas if there's a
2 difference, there's not a significant magnitude of
3 difference.

4 MR. LINHARES: Okay. Thank you, Mr. Caisley.

5 THE WITNESS: I'm not familiar with the
6 particulars of where they are on arrears and what kind
7 of issues their customers are having. I couldn't speak
8 to any of the things that I just listed previously
9 measures that we undertook to whether they've done it or
10 not or where they sit right now relative to where they
11 were pre COVID.

12 MR. LINHARES: Thank you. I have no further
13 questions, Judge.

14 JUDGE JACOBS: Thank you very much. So we can
15 now take any questions from the Commission if we might
16 have any. I'm not going to do a roll call process. I'd
17 like the Commissioners to speak up if they would like to
18 ask any questions. I know you're all respectful to each
19 other and you'll defer to seniority. Whoever has a
20 question, please speak up if there's anyone from the
21 Commission.

22 COMMISSIONER RUPP: Judge, this is
23 Commissioner Rupp.

24 QUESTIONS BY COMMISSIONER RUPP:

25 Q. Mr. Caisley, the only question I have is why

1 is Evergy's situation different than Spire and
2 Missouri-American Water?

3 A. Commissioner, first of all, good morning.
4 Good to see you. It's been awhile. Second of all, in
5 what respect? I guess a little more clarity would be
6 helpful.

7 Q. I guess what I'm trying to ask is what's the
8 difference in Evergy's settlement than opposed to Spire
9 and Missouri-American Water's settlement?

10 A. I'm not familiar with the details of their
11 settlements, and probably Darrin Ives would be better to
12 delve into that, but I do believe they have -- there can
13 be some programs that they agreed to which are not
14 contemplated in our stipulation and agreement.

15 COMMISSIONER RUPP: I'll defer to ask
16 Mr. Ives. So he can tee that one up whenever he gets a
17 chance. Thank you.

18 THE WITNESS: Absolutely.

19 JUDGE JACOBS: Thank you, Commissioner Rupp.
20 Did we have any additional questions from the Commission
21 at this point for Mr. Caisley?

22 QUESTIONS BY JUDGE JACOBS:

23 Q. Okay. I was just hoping that you could remind
24 everyone, Mr. Caisley, when did the moratorium begin for
25 Evergy's customers and when did that end? I think it

1 has ended but perhaps I'm wrong.

2 A. It has ended. I believe, subject to a couple
3 of days on either side of this, I believe it was either
4 March 12 or 13 that we went into the moratorium, I
5 believe. Hard to remember at this point and we can
6 certainly get that exact date. And then we ran through
7 I believe it was July 15.

8 Q. Okay. And just to help me remember how this
9 happened, Evergy came to the Commission and asked for a
10 moratorium and that was approved and Evergy proposed
11 that that moratorium would continue through July 15 and
12 then that period has expired; is that how that happened?
13 I could be wrong. So you can explain it to me.

14 A. No. We did not seek approval, I don't
15 believe. I believe we just announced it that we were
16 going to do it. When we announced it, there was an
17 initial date, I think it was around 45 days, and we said
18 we'd reevaluate. And then we kept extending it multiple
19 times as the lockdown continued and people continued to
20 struggle. Ultimately we announced to customers about
21 five weeks, five to six weeks prior to lifting the
22 moratorium on July 15 and contemporaneously with
23 announcing those when the moratorium was going to be
24 lifted, we engaged in a very significant proactive
25 communication campaign and also announced the programs

1 that we were offering to try and help customers deal
2 with accounts in arrears and issues.

3 Q. Okay. I have one other issue I wanted to
4 clarify with you. Is Evergy's arrearage management
5 programs, does that include any kind of arrearage match
6 or relief that allows a customer who owes money to
7 actually have some of that arrearage forgiven or
8 something along those lines?

9 A. It did. When we announced the moratorium was
10 going to end on July 15, we announced two programs that
11 would allow folks to get some forgiveness of their
12 arrearages for setting up payment plans and for keeping
13 them. We got about 9,000 customers, I think, right
14 around there were the final count of customers that
15 enrolled in that. And then those programs expired at
16 the end of August. And one of the considerations we
17 gave to that was that, you know, the number of people by
18 the end of August that we had or accounts that were
19 qualified for disconnection was down under pre COVID
20 levels both in terms of accounts and in absolute dollars
21 and so we suspended those programs and no longer offered
22 them.

23 However, should they become necessary or
24 should we see a change in the overall situation
25 economically or the pandemic, we would absolutely

1 consider those again and have agreed to that in the
2 stipulation, but I would like to add just one other
3 thing to that. I know in this particular proceeding
4 we're on the opposite sides of the issue, but Dr. Marke
5 and OPC were extremely helpful, and so was Staff who we
6 did sign the stipulation with in this, in getting those
7 programs reviewed and discussed and really acted very
8 quickly so that we could offer those programs to
9 customers. We just really enjoyed the partnership on
10 that and the fact that we did get 9,000 people enrolled
11 in those programs with a level of arrearage forgiveness.

12 Q. Okay. Just to make sure that I understand it,
13 it will save me a little time, were those programs
14 subject to a Commission proceeding or was that another
15 thing that Evergy did voluntarily on its own without
16 having to go through the Commission process?

17 A. We did not. It was voluntary. And we asked
18 for expedited treatment. I'm not sure if we got an
19 order on that. You'd have to -- Probably Mr. Ives would
20 be the right one or our counsel to go back into the
21 details of that. I just know that, you know, normally
22 being able to do and launch those types of programs
23 takes a considerable amount of time and was very just
24 thrilled that we could do that as quickly as we did.

25 JUDGE JACOBS: Okay. Those were the only

1 questions that I had. Thank you, Mr. Caisley.

2 THE WITNESS: Thank you, Judge.

3 JUDGE JACOBS: I will open it up and, of
4 course, Commissioners are free at any time to interrupt
5 if they have something that they want to ask. And then
6 if not hearing any of those immediately, we can go on to
7 any recross that anyone might have if they think that's
8 necessary if Staff has anything that they wanted to add.
9 Okay. And Missouri Industrial Energy Consumers, if you
10 wanted to ask anything, I would give you a chance.
11 Okay. I can see from the video that --

12 MS. PLESCIA: No questions.

13 JUDGE JACOBS: Thank you very much, Ms.
14 Plescia. And Midwest Energy Consumers Group,
15 Mr. Woodsmall, if you wanted to ask anything, now would
16 be your chance.

17 MR. WOODSMALL: Nothing, Your Honor, thank
18 you.

19 JUDGE JACOBS: Thank you. Sierra Club, did
20 you have any questions at this point? Ms. Henry is
21 indicating no. Renew Missouri, was there anything that
22 you wanted to revisit?

23 MR. OPITZ: No, thank you, Judge.

24 JUDGE JACOBS: Thank you. And Office of the
25 Public Counsel, Mr. Hall, did you have anything?

1 MR. HALL: No, thank you, Judge.

2 JUDGE JACOBS: Thank you. National Housing
3 Trust, that leaves you, Mr. Linhares, did you have
4 anything, sir?

5 MR. LINHARES: No, thank you, Judge.

6 JUDGE JACOBS: Okay. Would Everygy like to do
7 any redirect with Mr. Caisley today?

8 MR. HACK: Just a little bit, Your Honor.
9 This is Rob Hack. Can you hear me, court reporter?

10 JUDGE JACOBS: She's indicating yes.

11 MR. HACK: Very good.

12 REDIRECT EXAMINATION BY MR. HACK:

13 Q. Mr. Caisley, let's go back to DR 2027 that OPC
14 provided to you and also would like to in connection
15 with that go to your surrebuttal testimony on page 11.
16 Are you there?

17 A. I am.

18 Q. So if you recall Mr. Hall's questions about
19 the \$400,000 pledge, that pledge is where you referenced
20 grants to nonprofit agencies at the frontline of COVID
21 response dealing with food insecurity as an example or
22 housing insecurity as an example and potentially even
23 energy assistance as an example; is that correct?

24 A. Yep.

25 Q. And that's on page 11, lines 13 through 19 of

1 your surrebuttal, correct?

2 A. That is correct.

3 Q. And lines 20 through 24 of your surrebuttal
4 deal with an \$800,000 pledge for Evergy's Hometown
5 Economic Recovery Program, correct?

6 A. That is correct.

7 Q. And DR 2027 deals with Evergy's Hometown
8 Economic Recovery Program, correct?

9 A. That is correct.

10 Q. So they're really two different programs, two
11 different pledge levels and your response regarding the
12 potential for energy assistance was really in reference
13 to the \$400,000 grant whereas the \$800,000 is addressed
14 in the DR 2027 but is for something else, correct?

15 A. That is correct.

16 Q. Thank you. In terms of the accounts
17 receivable balances that have been climbing and amounts
18 subject to payment plans that have been climbing during
19 the pandemic, would you attribute the bulk of that
20 increase to Evergy's offer of 12-month payment plans?

21 A. Yes, I would. I think that is probably almost
22 exclusively the driver.

23 Q. In your experience, and this relates to the
24 disconnect moratorium questions that were asked by a
25 number of people, in your experience as the Chief

1 Customer Officer of Evergy, do some customers seem to
2 require some form of collections activity, whether a
3 threat of disconnection or actual disconnection, before
4 they will pay?

5 A. Absolutely. It is -- We hope to honestly
6 prove that not to be the case. That was one of the
7 goals that we set out to see if we could devise some
8 programs that absent the threat of disconnection we
9 could significantly reduce the number of folks who were
10 eligible for disconnection and take a real crack at the
11 amount that they had in arrears, and we did get 9,000
12 customers who ultimately in a very short time period
13 enrolled in those plans. But what we found out in
14 dealing with customers is the biggest thing that they
15 were most interested in when we were talking to them
16 about the plans, the vast majority were more interested
17 in the time period with which to pay, in other words,
18 the 12-month payment plan was extremely popular. The
19 second one is that there is a significant number of
20 customers who just simply will not prioritize paying
21 this bill unless there is a threat of disconnection, and
22 we have not found something that adequately addresses,
23 you know, or adequately moves folks as much as that
24 obviously does.

25 Q. And in your conversation with Mr. Linhares on

1 behalf of NHT, there was a reference that you made to
2 customer programs mitigating bad debt levels as being a
3 reasonable objective. Do you recall that discussion?

4 A. I do.

5 Q. But that is only one side of the equation,
6 wouldn't you agree?

7 A. I would agree.

8 Q. And do you not also need to assess the level
9 of costs associated with those programs in comparison to
10 the level of bad debt reduction?

11 A. Absolutely.

12 Q. And based on your experience at least in our
13 service territory here in Missouri where customers, at
14 least some customers, require collections activity to
15 pay, if an arrearage management program significant
16 element of it is the absence of collection activity, do
17 you have concerns about customers actually paying?

18 A. I do. And one of the things that we found as
19 part of the moratorium interestingly enough is that, and
20 we're going to do some work at the end of this year and
21 into next year to dive deeper into this, but there's a
22 significant number of customers when you announce that
23 there's no moratorium on disconnections that have the
24 ability to pay that just stopped paying.

25 Q. One last question. After the disconnect

1 moratorium ended for Evergy in Missouri in mid July, can
2 you characterize or compare the level of disconnection
3 activity that permits that part of the summer and fall
4 this year for Evergy during the pandemic to more normal
5 years?

6 A. Yes, it was very similar in terms of the
7 number of disconnects and the hours worked, and again
8 that was a goal beginning at the, you know, when we
9 started the moratorium a goal was not to come out of it
10 and have, you know, tens of thousands or hundreds of
11 thousands of people more in a spot where they'd be
12 eligible for disconnection both from a life, quality of
13 life perspective, the stress and the financial issues
14 associated with that, but also just a cost and an
15 exposure issue for the company. It was a goal that when
16 we came out of this we could maintain our customer
17 service levels in the call centers. It was a goal that
18 we rapidly get underneath the level of accounts eligible
19 for disconnection and the amounts in arrears which again
20 at this point we are holding underneath where we were
21 pre COVID. If we go into a lockdown again, I would
22 expect that to be different.

23 MR. HACK: I think that is all of the redirect
24 that I have, Judge. Thank you, Mr. Caisley.

25 THE WITNESS: Thank you.

1 JUDGE JACOBS: Okay. Assuming that there are
2 no late coming questions from the Commission, that will
3 conclude Mr. Caisley's testimony today. So it's 11:35.
4 One thing we need to discuss is whether we're going to
5 move up a witness for Sierra Club. Ms. Henry has
6 indicated that attorney availability might require that.
7 So Ms. Henry, I don't know if everyone was on the line
8 when you mentioned that, so do you just want to remind
9 us what's going on there?

10 MS. HENRY: I have a conflict tomorrow. Thank
11 you, Your Honor. I have a conflict tomorrow and cannot
12 participate in the hearing tomorrow. So I was wondering
13 if we could move Ms. Roberto up to make sure that she
14 can be presented today.

15 JUDGE JACOBS: She needs to appear today.
16 So I would suggest that what we would try to do is move
17 slot her up after Evergy's witnesses, assuming that we
18 can wrap them all up and then do that. So we'll keep an
19 eye on the clock to do that. Does anyone, in particular
20 Staff, have a problem with moving Ms. Roberto up after
21 Evergy?

22 MS. MYERS: Staff has no problems with that.

23 JUDGE JACOBS: Okay. So I think that's what
24 we'll do. We'll plan on swapping that person up for the
25 day and then I wanted to break at 11:45 for agenda.

1 That gives us a little bit less than ten minutes here if
2 we wanted to get something else accomplished. The next
3 thing on our task list would be to let the Commission
4 ask questions of attorneys based on comments that were
5 made in opening. I don't know if we can handle that
6 productively in less than ten minutes. So unless
7 someone has a burning question that they want to ask
8 right now before agenda, and that someone would be a
9 Commissioner, I would suggest that we would go into
10 recess and go off the record until we come back after
11 agenda. And I would propose that we would do that at
12 1:15 p.m. Is that going to give everyone enough time to
13 attend agenda and eat some lunch and come back here
14 ready to question counsel? Does anybody have a problem
15 with that schedule?

16 Okay. It looks like that's what we're going
17 to do. We are off the record at this time. We'll be
18 back at 1:15 after agenda. Thank you all.

19 MR. FISCHER: Judge, before you leave, do we
20 need to do anything logistically to connect back onto
21 the hearing after lunch or can we leave this on or
22 what's your recommendation?

23 JUDGE JACOBS: So I think this is a test of
24 how superstitious a person is. I am just going to shut
25 off my video and mute my line, because I don't trust

1 that everything will resume, but I've done a little
2 research and according to Google we should be able to
3 disconnect and come right back on.

4 So you know, that's -- I just wasn't going to
5 do it because I had kind of middle of the night
6 nightmare last night that I would disconnect and then
7 everything would go haywire, but I think everyone should
8 be able to disconnect and come right back on.

9 MR. FISCHER: I think I'll follow your lead.
10 Thank you.

11 JUDGE JACOBS: Okay. See you all at 1:15.

12 (The noon recess was taken.)

13 JUDGE JACOBS: It is now 1:15 p.m. That's
14 when I said we would get started. We will get this
15 proceeding back on the record today. So where we left
16 off was we were getting ready to have questions from the
17 bench for all the parties' attorneys who made opening
18 statements as we got started this morning. So we're
19 going to kind of backtrack and do that. We'll go in the
20 order of the parties' comments to the Commission. It
21 sounds like we might have some more people joining us.
22 If we have a Commissioner on the call, would you speak
23 up so I can be aware of your presence? I see
24 Commissioner Rupp. That line must not be a new
25 Commissioner joining us. And then it looks like the

1 conference line from Kansas City was making a little
2 noise but you guys fixed that. So thank you.

3 All right. Unless anyone has anything to
4 start with, we can get started with any questions that
5 anyone may have -- I'm sorry, that Commissioners may
6 have for Evergy's counsel. Mr. Fischer made the
7 comments to the Commission. Commissioner Rupp, did you
8 want to ask Evergy any questions?

9 COMMISSIONER RUPP: I just had that question
10 for Mr. Ives. Whenever it's his turn he can address
11 that.

12 JUDGE JACOBS: I am not at this point seeing
13 other Commissioners with us on the call at this point.
14 So I think that one thing I will address right now, and
15 this would be addressed to all the attorneys just so
16 that you're aware of this, the Commission is going to
17 ask for briefing in this case to include the issue of
18 the Commission's authority to attach conditions to an
19 accounting authority order specifically in relation to
20 the conditions that the Office of the Public Counsel has
21 recommended if the Commission were to grant an
22 accounting authority order in this case and also the
23 recommendations that National Housing Trust has made in
24 regard to conditions.

25 And because I see that Mr. Linhares has just

1 joined us, I'm going to go ahead and repeat that. So we
2 are getting started with any questions that the
3 Commission might have for counsel after your opening
4 statements today. And I think a question that the
5 Commission will have in general and that the parties
6 will be directed to brief would be an issue of the
7 Commission's authority to attach conditions to
8 accounting authority orders specifically in relation to
9 the types of conditions as I said the Office of the
10 Public Counsel has indicated should be attached to an
11 AAO in this case and the kinds of conditions that
12 National Housing Trust is recommending. So this is just
13 your first I guess advice that that should be included
14 in your briefs.

15 So that is a larger issue that counsel could
16 address now if they wanted to as well if you want to
17 talk about that right now. So since the Commission
18 didn't have any -- or Commissioners did not have any
19 questions at this point for Evergy, did counsel for
20 Evergy want to address that authority issue?

21 MR. FISCHER: Judge, I think we can just brief
22 that issue, and we'd probably prefer to do that.

23 JUDGE JACOBS: Okay. All right. So we aren't
24 hearing anything directed to Evergy based on opening
25 statements. What about Staff? Any Commissioners want

1 to direct any questions to Staff? And I think what
2 probably will be more efficient in this situation is to
3 simply open the floor to any Commissioners who want to
4 hear any argument from or statements from the parties'
5 counsel at this point about any of the issues that were
6 addressed in opening statements rather than going
7 through a roll call process. So all of these fine
8 lawyers are here today. So if anybody wanted to ask
9 them to answer any questions, they've all made clear
10 that they're available to answer the Commission's
11 questions. So I'm sure if the Commission decides later
12 on that they want these folks to answer some questions
13 that these lawyers will be happy to do that at that time
14 as well.

15 So I am not hearing in email or seeing any
16 indications that the Commission needs to hear any
17 statements from -- additional arguments from attorneys
18 at this point. So I think we can consider that we've
19 satisfied that part of the process and should the
20 Commission decide they want you guys to answer some
21 questions later on I'm sure that they will bring them up
22 at that point. You're now on notice that your briefs in
23 this case need to address that authority issue in
24 relation to conditions. That means that we're back in
25 the position of being ready to take testimony again. So

1 we would be picking up again with Everygy's witnesses.

2 I know that Sierra Club was hoping to get
3 Cheryl Roberto, her presented today, and I see that Ms.
4 Roberto is with us on the call. I think probably it
5 would make sense to try to get Everygy taken care of
6 first. We should have time to do that. So unless for
7 some reason people have better foresight than I do, I
8 think we'll go ahead and do that. So let's go ahead and
9 pick up again with Everygy's witnesses. And I believe
10 that would be Mr. Klote.

11 MR. HACK: Yes. This is Rob Hack. Everygy
12 would call Mr. Klote to the stand.

13 JUDGE JACOBS: Okay. Mr. Klote is going to be
14 on the video with you that is labeled as Darrin Ives
15 right now on WebEx; is that right?

16 MR. HACK: That is correct. That's Mr. Klote
17 that you see right now.

18 JUDGE JACOBS: So you see that, Ms. Bentch?
19 Looks like you're aware of where Mr. Klote is. Great.
20 So Mr. Klote, would you raise your right hand, sir?

21 (Witness sworn.)

22 JUDGE JACOBS: Thank you very much, sir.
23 Okay. You can proceed.

24 MR. HACK: Thank you, Your Honor.

25 RONALD KLOTE,

1 called as a witness in behalf of Evergy, being sworn,
2 testified as follows:

3 DIRECT EXAMINATION BY MR. HACK:

4 Q. State your name for the record, please.

5 A. It's Ronald A. Klote.

6 Q. By whom are you employed, Mr. Klote, and in
7 what capacity?

8 A. I'm employed by Evergy Metro and I'm the
9 Director of Regulatory Affairs.

10 Q. And Mr. Klote, did you cause to be prepared
11 and filed in this docket certain direct testimony marked
12 as Exhibit 4 and surrebuttal testimony marked as Exhibit
13 5?

14 A. Yes, I did.

15 Q. And do you have any changes at this time to
16 those pieces of testimony?

17 A. No, I don't.

18 Q. If I were to ask you the questions posed in
19 those testimonies today, would your answers be
20 substantially the same?

21 A. Yes, they would.

22 Q. And are those answers true and correct to the
23 best of your information, knowledge and belief?

24 A. Yes, they are.

25 Q. And can you identify Exhibit 1?

1 A. Yes. That's the stipulation and agreement
2 that was entered into with certain parties in this case.

3 Q. And you were aware of the correction made, the
4 typographical error correction made on page 8 that Mr.
5 Caisley discussed?

6 A. Yes, that's correct, changing the year from
7 2021 to 2020, yes.

8 Q. And does the Non-Unanimous Stipulation and
9 Agreement, Exhibit 1, as corrected represent the outcome
10 that Evergy advocates in this proceeding?

11 A. Yes. You know, we still stand behind the
12 testimony we filed in our direct and surrebuttal but do
13 believe that the stipulation and agreement arrives at a
14 reasonable outcome between the parties.

15 MR. HACK: Finally, Judge, Evergy would offer
16 into the evidentiary record Exhibits 4 and 5 and tender
17 Mr. Klote for cross-examination.

18 JUDGE JACOBS: Exhibits 4 and 5 appear to be
19 Mr. Klote's direct testimony and surrebuttal testimony.
20 Does anyone have any objection to those being admitted
21 into the record? Hearing no objections, Exhibits 4 and
22 5 will be admitted to the record.

23 (EVERGY'S EXHIBITS 4 AND 5 WERE RECEIVED INTO
24 EVIDENCE AND MADE A PART OF THIS RECORD.)

25 JUDGE JACOBS: We can proceed with

1 cross-examination of Mr. Klote. Does Staff have any
2 cross-examination?

3 MS. MYERS: No questions, Your Honor.

4 JUDGE JACOBS: And Missouri Industrial Energy
5 Consumers? Unfortunately, Ms. Plescia, it looks like
6 you're muted.

7 MS. PLESCIA: I'm sorry. No questions, thank
8 you.

9 JUDGE JACOBS: Thank you very much. Midwest
10 Energy Consumers Group, Mr. Woodsmall?

11 MR. WOODSMALL: Yes, thank you, Your Honor,
12 just briefly.

13 CROSS-EXAMINATION BY MR. WOODSMALL:

14 Q. Good afternoon, Mr. Klote.

15 A. Good afternoon, Mr. Woodsmall.

16 Q. Do you have a copy of the stipulation in front
17 of you?

18 A. Yes, I do.

19 Q. I want to take you through a couple of the
20 provisions that are in there and make sure we have an
21 accurate understanding and agreement of what those
22 provisions provide. Are you familiar with the items
23 that are eligible for deferral under provision 2 of the
24 stipulation?

25 A. Yes, I am.

1 Q. And one of those is paragraph 2(c) which talks
2 about the deferral of program costs; is that correct?

3 A. Yes, it does.

4 Q. Now, would some of the program costs that are
5 eligible to be deferred under that provision, would that
6 include the one and four-month programs discussed in
7 paragraph 16?

8 A. Yes, it would. It would include both the one
9 and the four-month and could include additional costs
10 that might be related to communication of those programs
11 to the customers.

12 Q. Okay. And the stipulation also provides for
13 the deferral of certain savings; is that correct?

14 A. Yes, it does.

15 Q. And as provided under the stipulation, those
16 savings would simply be netted against the deferral of
17 any costs; is that correct?

18 A. Yes, that is the intention that they'll be
19 netted against the regulatory asset.

20 Q. And one of the savings that would be deferred
21 would be training costs?

22 A. Yes, that's one of the savings identified.

23 Q. And one of the other savings that could be
24 deferred would be any savings associated with
25 compensation, employee reductions, benefits; is that

1 correct?

2 A. Yeah, that is a savings that is listed. It's
3 theoretically possible. Currently Evergy has no plans
4 associated with reducing those costs. We have gone
5 through some voluntary exit programs that are associated
6 with the merger, but at the present time Evergy has no
7 plans to have reductions in those areas.

8 Q. But if it happens in the future, those could
9 be deferred under this provision?

10 A. Yes.

11 Q. Did you hear that question?

12 A. I'm sorry. Yes, I said yes.

13 Q. Okay. I'm sorry. Are you familiar with the
14 acronym CARES Act?

15 A. Yes, I am. The Coronavirus Assistance Relief
16 Program.

17 Q. Would you agree that income tax benefits are
18 deferred under this?

19 A. You kind of cut out there, but I believe -- I
20 believe you asked me if it was the income tax benefits
21 associated with that?

22 JUDGE JACOBS: Mr. Woodsmall, would you just
23 repeat the question, please?

24 MR. WOODSMALL: Yeah, I'm having some, I think
25 some bandwidth problems. So I just turned off my video.

1 BY MR. WOODSMALL:

2 Q. Would you agree that income tax benefits under
3 the CARES Act could be deferred under this stipulation?

4 A. Yes. Those would be costs that would be
5 netted against regulatory assets.

6 Q. And similarly to the extent that Evergy
7 receives any state or federal assistance, that would be
8 deferred under this provision as well?

9 A. Yes, they would.

10 Q. I'm sorry. I didn't hear that answer.

11 A. I said yes, they would.

12 MR. WOODSMALL: Your Honor, can you hear me,
13 Your Honor?

14 MS. HENRY: You're on mute, Your Honor.

15 JUDGE JACOBS: Thank you. You might want to
16 disconnect, Mr. Woodsmall, and just call in using the
17 dial-in instructions if you're having difficulty with
18 the computer connection, because we can hear you.

19 MR. WOODSMALL: Let me try -- Okay. Let me
20 try patching in one more time. I'll be right back.

21 JUDGE JACOBS: The room that has the most
22 ambient noise is actually the room where our witness is
23 sitting right now.

24 MR. WOODSMALL: Can you hear me now, Your
25 Honor?

1 JUDGE JACOBS: I can hear you, Mr. Woodsmall.

2 MR. WOODSMALL: Great. Thank you. Mr. Klote,
3 can you hear me?

4 THE WITNESS: Yes, I can hear you just fine.

5 MR. WOODSMALL: Okay. Thank you.

6 BY MR. WOODSMALL:

7 Q. Going back one question to make sure I got the
8 answer, if Evergy receives any state or federal
9 assistance, those benefits would be deferred under this
10 provision; is that correct?

11 A. Yes, they would.

12 Q. Now I wanted to ask you about the duration of
13 the AAO. Are you familiar with that provision in the
14 stipulation?

15 A. Yes, I am.

16 Q. And the provision as it's written, it provides
17 for two different possible expiration dates, one being
18 for the bad debt expense and one being for everything
19 else; is that correct?

20 A. Yes, that's correct. The bad debt expense
21 will go through September 30 of 2021 with the last six
22 months being included as part of a test comparing the
23 bad debt expense that are in rates versus the actual
24 write-offs that occur during that time frame and all
25 other costs of the AAO will end as of March 30 of 2021

1 and the parties have the ability to have discussions if
2 there's a need to extend that from that point in time.

3 Q. Okay. When you talked about -- When you
4 talked about the bad debt expense provision, it compares
5 actual bad debt that's experienced on a quarterly basis
6 to the amount of bad debt that's included in rates; is
7 that correct?

8 A. Yes, it does. It uses a measure of 10 percent
9 if write-offs exceed the amounts that were included in
10 the last case by 10 percent. Then that triggers the
11 ability to defer. If the amount of write-offs that
12 occur during that six-month period are less than the 10
13 percent threshold, then that will offset previous
14 deferrals.

15 Q. Okay. And Exhibit 1 of the stipulation
16 provides the amount that's built into Evergy's rates
17 currently; is that correct?

18 A. Yes, it does.

19 Q. And are those numbers accurate, to the best of
20 your knowledge?

21 A. Yes, they are.

22 Q. Okay. Just so I'm clear, when we go to make
23 the comparison of actual bad debt that's experienced to
24 the amount in rates, are we comparing to the third
25 column Missouri Metro or Missouri West monthly percent

1 or to the final column bad debt and rates?

2 A. When you say column on Exhibit 1 --

3 Q. Do you have Exhibit 1 in front of you?

4 A. I was still in the word section part. Could
5 you ask that question again?

6 Q. Yeah. Exhibit 1 of the stipulation, do you
7 have that in front of you?

8 A. Yes, I do.

9 Q. Okay. There are five columns there. There's
10 a column listed Missouri Metro monthly percent of total,
11 then a fourth column distribution of difference and
12 fifth column bad debt and rates. It looks like the
13 fifth column is just adding columns three and four; is
14 that correct?

15 A. Yes. The amount that's included in bad debts,
16 that's the last column on that page, correct.

17 Q. Okay. So that will be the column to which we
18 make a comparison on a quarterly basis; is that correct?

19 A. Yes, that's correct.

20 Q. I wanted to ask you some questions about the
21 reporting provision. Are you familiar with that?

22 A. Yes, I am.

23 Q. Can you tell me your understanding of that
24 reporting provision?

25 A. Yeah. The reporting provision includes items

1 that provide parties customer payment behavior and
2 provide balances of accounts receivables that are
3 outstanding at a given point in time.

4 Q. And do you believe that the reporting
5 provision is reasonable?

6 A. Yes, I do. Much of the data that we'll be
7 supplying in that report is data that we have been
8 already supplying to parties.

9 Q. I wanted to ask some questions about provision
10 13, accounting practices and procedures. Are you
11 familiar with that provision?

12 A. Yes, I am.

13 Q. And can you tell me what your understanding is
14 for the need for that provision?

15 A. I believe for this provision it's to provide
16 how the Company is going about tracking and accounting
17 for the items that have been included in the
18 stipulation, and this discussion will be provided to all
19 the parties so that they can see exactly how the Company
20 is going about tracking these items.

21 Q. Is it your understanding that that provision
22 or that information has previously been provided in the
23 context of a data request response?

24 A. Yes, I believe it has.

25 Q. Do you think the provision is reasonable?

1 A. Yes, I do.

2 MR. WOODSMALL: Your Honor, I have no further
3 questions. Thank you, Mr. Klote.

4 THE WITNESS: Thank you.

5 JUDGE JACOBS: Thank you. Does Sierra Club
6 have any questions for Mr. Klote?

7 MS. HENRY: No questions, Your Honor.

8 JUDGE JACOBS: And any questions from Renew
9 Missouri?

10 MR. OPITZ: No, thank you, Judge.

11 JUDGE JACOBS: And Office of the Public
12 Counsel?

13 MR. HALL: Thank you, Judge.

14 CROSS-EXAMINATION BY MR. HALL:

15 Q. Good afternoon, Mr. Klote.

16 A. Good afternoon.

17 Q. Mr. Klote, can you speak to Evergy's capital
18 investment plans?

19 A. In what regard?

20 Q. Evergy, any changes Evergy has had to its
21 capital investment plans given the emergence of
22 COVID-19?

23 A. The Company does have capital investment
24 plans. That's not part of the function that I perform
25 in the Company, but we do have modeling of our capital

1 financials.

2 Q. Mr. Klote, I'm going to refer you to what has
3 been premarked as Exhibit 205. Is there a method of
4 getting that in front of you at this time?

5 A. Yeah, I have it.

6 Q. Mr. Klote, can you -- Do you agree with me
7 that this is a data request that was sent to Evergy
8 Missouri Metro and Evergy Missouri West from the Office
9 of the Public Counsel?

10 A. Yes, it is.

11 Q. And that the answer is verified with the
12 signature from Mr. Brad Lutz on the third page of the
13 document?

14 A. Yes, I see that.

15 Q. Am I reading the question, there's multiple
16 questions phrased in the full total question, but we are
17 asked, do you agree that the question generally is, has
18 Evergy Missouri Metro or Evergy Missouri West conducted
19 any analysis to determine whether or not their planned
20 capital investments need to be altered because of
21 COVID-19 and what were any conclusions of such analysis?

22 A. Yes, that's what it says.

23 Q. Do you have any reason to believe that the
24 response from Evergy to this question is in any way
25 inaccurate or dated, out of date?

1 A. No, I don't. We continue to evaluate our
2 capital investment plan, but I have no reason to believe
3 this question is out of date.

4 Q. So Evergy's answer to this question was that
5 no such analysis had been conducted; am I correct?

6 A. I don't think it says no such analysis has
7 been conducted. I think it says while not specifically
8 conducted to determine whether planned capital
9 investments need to be altered because the overall
10 analysis key consideration. So there is analysis that
11 happens.

12 Q. Thank you for that clarification. So there's
13 a continuing analysis, and the Company believes there is
14 enough short-term liquidity to avoid altering any
15 planned capital improvement plans; is that correct --
16 capital investment plans?

17 A. Yes, that's what the data request stated.

18 MR. HALL: Thank you. Your Honor, at this
19 time I move for the admission of Exhibit 205 into
20 evidence.

21 JUDGE JACOBS: So I don't believe I've
22 received that exhibit. I was looking on what you
23 provided this morning.

24 MR. HALL: My apologies, Judge. I believe
25 that was sent out.

1 JUDGE JACOBS: So I can see 208, 209 and 210.

2 MR. HALL: For good measure, Judge, I'm
3 sending it along with Exhibits -- So you said you have
4 206 through 208? I'm sorry, Judge, could you repeat
5 what you said that you have?

6 JUDGE JACOBS: Yes. I'm finding your message
7 again. This morning at 9:25 I received a message from
8 you with three exhibits, Exhibit 208, 209 and 210. To
9 my knowledge, those are the only exhibits I've received
10 other than the document that you asked a witness to look
11 at earlier today and didn't want to offer as an exhibit.

12 MR. HALL: I apologize for this repeated
13 inconvenience. I know I've been sending them. Now you
14 should have it.

15 JUDGE JACOBS: Thanks for everyone's patience.
16 So it's ironic but it looks like maybe the OPC and PSC
17 Outlook programs are not playing well together. I'm not
18 receiving anything. So there are lots of different --

19 MS. HENRY: Do you want me to send it from my
20 email system because they may be more friendly?

21 JUDGE JACOBS: Yeah, we may as well try.

22 MR. HALL: Can I get confirmation from any
23 other party? I just sent an email to all the parties of
24 record and the Judge that has that exhibit. Are my
25 emails not reaching anybody?

1 MR. HACK: Caleb, did you send it just
2 recently?

3 MR. HALL: Yeah, one minute ago.

4 MR. HACK: So I don't have anything yet.

5 JUDGE JACOBS: Here we go. I've received a
6 reply to you that you sent from my text message earlier
7 today so now I have it. So Ms. Henry, I don't think you
8 need to do anything. Now I have an Exhibit 205 which
9 was the DR 2017, and I trust all the rest of the parties
10 have identified this document and are aware and familiar
11 with it. Mr. Hall has offered it into evidence. Were
12 there any -- Unless I'm assuming something, I think we
13 got that far, Mr. Hall. Right?

14 MR. HALL: Right. I'll renew my request at
15 this time.

16 JUDGE JACOBS: Okay. So this has been offered
17 into evidence as Office of the Public Counsel Exhibit
18 205. Are there any objections? Okay. Hearing no
19 objections, Exhibit 205 will be admitted. And it is not
20 a confidential exhibit.

21 (OPC EXHIBIT 205 WAS RECEIVED INTO EVIDENCE
22 AND MADE A PART OF THIS RECORD.)

23 JUDGE JACOBS: Thank you very much, Mr. Hall.
24 You can proceed.

25 MR. HALL: Thank you.

1 BY MR. HALL:

2 Q. Mr. Klote, do you recall a case filed by
3 Office of the Public Counsel and Midwest Energy
4 Consumers Group asking for an accounting authority order
5 regarding Evergy's closure of the Sibley electric plant?

6 A. Yes, I do.

7 Q. Did you participate in that case?

8 A. Yes, I did.

9 Q. You testified last year, correct, on this --
10 in that case?

11 A. Yes, I believe it was last year. I'm sorry.
12 It just took me awhile to get there.

13 Q. It has been a year. I understand. Mr. Klote,
14 do you recall opposing Public Counsel and MECG's
15 requested deferral accounting?

16 A. Yes. Yes, we did.

17 Q. Do you recall opposing it based on your
18 interpretation of general instruction 7 of the Uniform
19 System of Accounts?

20 A. If there's something specific you're referring
21 to, I know that that was an issue that was brought up in
22 the case.

23 Q. You relied on general instruction 7 of the
24 Uniform System of Accounts as part of the basis for your
25 testimony, correct?

1 A. No, I don't believe the Company relied on
2 that. It was a data point that has been used I think in
3 past Commission orders associated with AAO. But as we
4 stated in this case, in any AAO it's not case
5 dispositive. Not all AAO orders rely on general
6 instruction 7.

7 Q. Mr. Klote, I would like to turn your attention
8 to what Public Counsel has premarked as Exhibit 210. Is
9 there a way to get that in front of you?

10 A. Yes, I have it.

11 Q. Do you recognize this document?

12 A. Yes. It's my rebuttal testimony in the Sibley
13 case.

14 Q. The same aforementioned Sibley case that we
15 referred to, correct?

16 A. Yes.

17 Q. Could you please turn to page 20 of your
18 testimony in the Sibley case?

19 A. I'm there.

20 Q. You'll have to forgive me. I lost myself
21 while looking through -- from lines 8 going on into
22 lines 1 and 2 of page 22 -- sorry. Let me rephrase
23 that. From line 8, page 20 into line 2, page 21,
24 there's a Q and A where you start a section responding
25 to OPC and MECG's requested deferral accounting,

1 correct?

2 A. Can I read it?

3 Q. Yes, of course.

4 A. Okay. I've read it.

5 Q. On line 20 of page 20, you're referring to
6 general instruction 7 of the Uniform System of Accounts,
7 correct?

8 A. Yes, I am.

9 Q. You're referring to this instruction in
10 opposition to OPC and MECG's requested deferral
11 accounting, correct?

12 A. Yes. It was a data point that was included in
13 the case and it's a data point that's been used in
14 previous AAO proceedings and that's what it's referring
15 to.

16 MR. HALL: Thank you. I have no further
17 questions.

18 JUDGE JACOBS: Okay. Do we have any
19 cross-examination from National Housing Trust?

20 MR. LINHARES: No, thank you, Judge, no
21 questions here.

22 JUDGE JACOBS: Okay. Thank you. All right.
23 So do we have any questions for Mr. Klote from the
24 Commission? The floor is now open. We may have some
25 questions from the bench here. Okay. Mr. Klote --

1 COMMISSIONER RUPP: Judge, this is
2 Commissioner Rupp.

3 JUDGE JACOBS: Thank you, Commissioner.

4 COMMISSIONER RUPP: I understand that Darrin
5 Ives is not who Darrin Ives is showing on the camera.
6 Is he going to be available today or should I go ahead
7 and ask the questions of Mr. Klote? Just curious of how
8 that's going to work.

9 JUDGE JACOBS: So Darrin Ives is scheduled to
10 be Everygy's next witness, and I believe he's going to be
11 in that same conference room on the screen with his
12 name.

13 COMMISSIONER RUPP: Excellent. Thank you.

14 JUDGE JACOBS: So you will get your chance.

15 COMMISSIONER RUPP: Woo-hoo.

16 JUDGE JACOBS: Yay.

17 QUESTIONS BY JUDGE JACOBS:

18 Q. Okay. I was going to ask about what
19 incentives Everygy has to maximize as this was presented
20 to me the amount of arrearages that are converted to
21 revenue instead of bad debt. And as I understand that,
22 that means what incentives does Everygy have to get
23 customers to pay past-due bills as opposed to treating
24 it as bad debt?

25 A. And I think from the testimony that was

1 provided by Chuck Caisley previously there are programs
2 that we put in place to help manage the arrearages that
3 the Company is experiencing and by doing those programs
4 I think we provided testimony, I believe it was in
5 Mr. Ives, that showed that the arrearages that began
6 once the pandemic started increased but once the program
7 that we put in place, especially the one-month and
8 four-month payment plan and the 12-month payment plan,
9 the arrearages start to decrease. In actuality, they
10 now are below the level when the pandemic started. We
11 do have amounts that are outstanding that are on a
12 payment plan, but they are on a payment plan and that's
13 how we've been managing that.

14 Q. So Mr. Klote, are you familiar with some of
15 the customer specific recommendations that were made by
16 OPC's witness Dr. Marke?

17 A. I've read the testimony, but customer specific
18 programs are probably not under my area of expertise.

19 Q. Okay. Who would you say would be able to
20 address those? Would that have been Mr. Caisley or
21 Mr. Ives?

22 A. Yeah, I believe definitely Mr. Caisley and,
23 you know, you can ask Mr. Ives.

24 Q. Are you able to address the costs that Evergy
25 has incurred in relation to the one-month and four-month

1 payment plans that were offered to customers?

2 A. Yes.

3 Q. Okay. So is there more that you could tell us
4 about those costs?

5 A. Well, we've actually been tracking those
6 costs. Once we initiated those programs, the costs
7 associated with the one-month and four-month programs
8 the customer received a credit on their bill, and I
9 believe in the one-month program if the customer paid
10 their bill they received that credit. In addition, on
11 the four-month payment program, I believe they received
12 a discount after the first month and then if they
13 followed through on the additional three months there
14 will be a credit that will be included on that bill. In
15 addition, associated with those programs, we made a
16 significant customer outreach associated with those
17 programs and any costs associated with that we would
18 track in this AAO.

19 Q. Okay. I want to make sure I understand when
20 the Companies applied for an AAO, those types of costs
21 were proposed to be included in the accounting authority
22 order and now in this posture as we're coming back to
23 this hearing after having reached a non-unanimous
24 agreement, those costs still would be treated -- would
25 be eligible to be deferred under the agreement, all of

1 those different costs you've just described; is that
2 right?

3 A. Yeah, the costs associated with the one-month
4 and four-month, yes.

5 Q. As well as the customer outreach?

6 A. Yes.

7 JUDGE JACOBS: Okay. So I apologize for this,
8 because I should have directed this to Evergy's counsel
9 earlier in the proceeding, but now that we're getting
10 deeper into testimony I just wanted to make sure I
11 understand the posture of the Company at this point
12 because the application came in asking for lost revenues
13 and then that was revised to some degree with an
14 alternative proposal to allow some plan to recover lost,
15 what was being called lost fixed costs and now we're at
16 a hearing and I think what I'm hearing from the Company
17 is we reached a settlement and that's what we're asking
18 for, and that settlement doesn't appear to include
19 either lost revenue or lost fixed costs. So if counsel
20 for Evergy wants to clarify that for me and the
21 Commission at this point, that would be helpful just to
22 make sure I haven't missed. I'd like to make that
23 crystal clear.

24 MR. HACK: So Honorable J. Jacobs, this is Rob
25 Hack for Evergy. Can you hear me?

1 JUDGE JACOBS: I can hear you, sir.

2 MR. HACK: Okay. The answer is under the
3 Non-Unanimous Stipulation and Agreement we have agreed
4 not to defer revenue losses due to load degradation
5 resulting from the pandemic and I would characterize
6 that revenue loss phrase as roughly equivalent to lost
7 fixed cost recovery that we talked about in our
8 surrebuttal testimony. So neither one of those is being
9 or would be deferred if the Commission were to approve
10 the Non-Unanimous Stipulation and Agreement. Is that
11 clear as mud?

12 JUDGE JACOBS: Yes. And the only reason it's
13 confusing to me to some degree is because a good chunk
14 of the testimony in the case, including issues that we
15 may be going into today are going to be addressing the
16 lost revenue and maybe even the so-called lost fixed
17 costs and I'm just trying to figure out how tedious I
18 need to make it to go into that or if going into this
19 hearing Evergy is saying that's off the table.

20 MR. HACK: We have agreed not to defer and we
21 are no longer requesting deferral of revenue losses due
22 to volume reductions related to COVID and the equivalent
23 lost fixed cost recovery.

24 JUDGE JACOBS: Okay. That does clarify things
25 for me. I apologize. I think there were multiple

1 opportunities for me to glean that from what was stated.
2 I just wanted to make sure that that was clear.

3 MR. HACK: No problem.

4 BY JUDGE JACOBS:

5 Q. Returning now to Mr. Klote, I just had another
6 question for you, sir. I think Mr. Woodsmall asked you
7 about this in regard to the reporting requirements under
8 the agreement that some of the parties reached. And I
9 was just wanting to clarify the information that would
10 have to be collected to comply with that reporting
11 obligation, is that all information that Evergy is
12 collecting at this time?

13 A. Yes. You know, the majority items on there,
14 they're already being provided to Staff and OPC in
15 another docket. So yeah, we are collecting that data
16 presently.

17 JUDGE JACOBS: Okay. All right. So unless
18 any Commissioners would like to ask questions at this
19 point, I would proceed to see if there's any recross
20 from any of the parties starting with Staff?

21 MS. MYERS: No recross, Judge.

22 JUDGE JACOBS: Thank you. And Missouri
23 Industrial Energy Consumers? I'm not hearing any. And
24 Midwest Energy Consumers Group, Mr. Woodsmall?

25 MR. WOODSMALL: No questions. Thank you.

1 JUDGE JACOBS: Thank you, sir. Sierra Club?

2 MS. HENRY: No questions, Your Honor.

3 JUDGE JACOBS: Thank you. Renew Missouri?

4 MR. OPITZ: No questions. Thank you, Judge.

5 JUDGE JACOBS: Mr. Hall, for Office of the
6 Public Counsel, did you have any recross, sir?

7 MR. HALL: No, thank you.

8 JUDGE JACOBS: Thanks. And National Housing
9 Trust?

10 MR. LINHARES: None, thank you, Judge.

11 JUDGE JACOBS: Thank you very much. Any
12 redirect for Mr. Klote from Evergy?

13 MR. HACK: Yes, Judge. This is Rob Hack, and
14 I will have just a few questions on recross.

15 JUDGE JACOBS: Please go ahead.

16 REDIRECT EXAMINATION BY MR. HACK:

17 Q. So Mr. Klote, in your discussion with
18 Mr. Woodsmall you talked about potential areas of
19 savings to be deferred. Do you recall that?

20 A. Yes.

21 Q. And at least to my hearing, there might have
22 been a little bit of lack of clarity there, and I'll
23 just make the statement and see if you agree with it,
24 you did testify that the Company has no plans to reduce
25 headcount, compensation or benefits, as a result of

1 COVID, correct?

2 A. Yes, that's correct.

3 Q. And the savings related to headcount
4 reductions, compensation reductions or benefits
5 reductions that would be deferred need to be related to
6 COVID in order to be recorded, correct?

7 A. Yes.

8 Q. And you further discussed headcount reductions
9 that the Company is pursuing for other reasons not COVID
10 related like pursuit of merger efficiencies, correct?

11 A. Yes, that's correct.

12 Q. And footnote 1 on page 3 of Exhibit 1, which
13 is the Non-Unanimous Stipulation and Agreement,
14 acknowledges that and further clarifies that those
15 non-COVID related, headcount, savings due to headcount
16 reductions or other payroll changes aren't eligible to
17 be recorded to the deferral, correct?

18 A. Yes, that's correct.

19 Q. Okay. Thank you. In your discussion with
20 Mr. Hall for OPC related to your rebuttal testimony in
21 the Sibley AAO case, I'd ask you to turn to page 20 of
22 your rebuttal in that case and that was Exhibit 2 --
23 it's on the front page. 209?

24 A. 210.

25 Q. 210. I'm sorry. And I believe that the

1 thrust of his question was were you citing and relying
2 upon general instruction 7 of the Uniform System of
3 Accounts. Do you recall that?

4 A. Yes, I do.

5 Q. So I would ask you to read the full sentence
6 that begins on line 18 of that page and ends on line 20.

7 A. EMO Witness Ives describes why this situation,
8 even if true, does not meet the Commission practice and
9 policy of granting AAOs through applying the
10 extraordinary items criteria of the USOA general
11 instruction number 7.

12 Q. So is it fair to say, Mr. Klote, that you
13 weren't relying on general instruction 7, you were
14 relying on the Commission's practice and policy of
15 granting AAOs through applying the extraordinary item
16 criteria of USOA general instruction 7?

17 A. Yes, that's correct.

18 Q. And is it fair to say that the Company's
19 position as reflected in Mr. Ives' testimony in this
20 proceeding and other proceedings is that the Commission
21 is not bound by general instruction 7 of the USOA in
22 making deferral decisions?

23 A. Yes, that's correct. And I believe the record
24 will show that in previous orders as well.

25 Q. Thank you. In your conversation with Judge

1 Jacobs you were asked, and I may have this butchered, so
2 I apologize, Judge and Mr. Klote, about incentives the
3 Company has to, as I interpreted it, reduce
4 uncollectible amounts. Uncollectibles result from
5 unpaid bills; is that correct?

6 A. That's correct.

7 Q. And the greater the level of uncollectibles,
8 the lower the Company's earnings, correct?

9 A. Yes, that's correct.

10 Q. And the Company has an incentive to maximize
11 earnings taking reasonable steps, correct?

12 A. Yes, they do.

13 Q. Just the simple earnings impact of higher
14 uncollectibles is an incentive for us to try to take
15 reasonable steps and cost effective steps to manage
16 uncollectibles expense?

17 A. Yes, that would be true.

18 Q. You were also talked -- Would you agree also,
19 Mr. Klote, that it's important for the Company in trying
20 to optimize its earnings levels and manage its
21 uncollectibles levels to take reasonable and cost
22 effective steps to do so?

23 A. Yes, I think that is an incentive and should
24 be an incentive, yes.

25 Q. And really the point I'm trying to get to is

1 that reducing uncollectibles by a hundred thousand
2 dollars as a result of spending a million dollars in
3 incentives or arrearage forgiveness or things like that,
4 that's not a good tradeoff, is it?

5 A. No. You definitely want -- You don't want to
6 chase decisions by spending more than the result that
7 you would get from it.

8 Q. So Judge Jacobs asked you about the costs
9 associated with one and four-month programs. Do you
10 recall that?

11 A. Yes.

12 Q. Do you have the actual information about the
13 costs that have been recorded to the deferral for those
14 programs as of the end of September?

15 A. Yes, I do.

16 Q. Can you get that and tell us what that is?
17 And it would be by utility, operating utility in
18 Missouri.

19 A. We've tracked it separately between Evergy
20 Missouri Metro and Evergy Missouri West.

21 Q. Maybe I'll just clarify. I want for purposes
22 of this just the one and four-month incentive costs.

23 A. Yes. So for Evergy Missouri Metro through
24 September, the costs there would be 38,119 and for
25 Evergy Missouri West through September of '20 it's

1 31,028.

2 Q. For both the one and four-month plans?

3 A. That's correct.

4 Q. And that does not include communications
5 costs?

6 A. It does not.

7 Q. Okay. Now, let's also talk about -- And these
8 program costs would be eligible for deferral under the
9 Non-Unanimous Stip that we've put forward before the
10 Commission?

11 A. Yes, it would.

12 Q. There are other costs that the Company has
13 incurred to help customers that would not be eligible
14 for deferral, correct?

15 A. Absolutely.

16 Q. Can you -- So one of those costs is the
17 million dollars in energy assistance contributions, and
18 that applies, to be clear, both to the State of Kansas
19 and Missouri. Also, the Company will not seek recovery
20 of the \$400,000 in grants that we discussed with Mr.
21 Caisley earlier?

22 A. That's correct.

23 Q. And that is split between Kansas and Missouri
24 as well?

25 A. That's correct.

1 Q. And then there's another tranche of \$800,000
2 in Company pledges that will also not be eligible for
3 deferral and be borne by shareholders, correct?

4 A. Yes. Those have been excluded.

5 Q. There's one other program that was implemented
6 this summer that it's been categorized as highly
7 confidential. It's a CSR discretion program. Do you
8 recall that?

9 A. Yes, that's correct.

10 Q. Do you have the figures and the incentives or
11 the awards, the grants that the Company made under that
12 CSR discretion program are treated as charitable
13 contributions by the Company below the line won't be
14 requested for recovery, correct?

15 A. That's correct.

16 Q. Will not be deferred?

17 A. That's correct, no deferral.

18 Q. Do you have the dollar figures for those?

19 A. I do not have them sitting in front of me. I
20 can get to them fairly quickly.

21 Q. Sorry. I thought they were on that same
22 sheet.

23 A. I know that they are in a range of a hundred
24 -- in the mid hundred thousand range.

25 Q. For the total company. Okay. And I used the

1 acronym CSR a minute ago. Does that mean Customer
2 Service Representative?

3 A. Yes, it does.

4 Q. Thank you. Now, the Non-Unanimous Stip also
5 provides that the Company will evaluate in the future
6 after the first of the year the advisability of offering
7 additional customer assistance programs in consultation
8 with Staff and OPC and NHT; is that correct?

9 A. Yes, that is correct.

10 Q. If such programs were implemented, would those
11 program costs be eligible for deferral?

12 A. Yes, I believe they would.

13 Q. And the Company has also agreed as part of the
14 Non-Unanimous Stipulation and Agreement to evaluate
15 after the end of this calendar year the advisability of
16 continuing to offer 12-month payment plans that it's
17 currently offering to customers in connection with
18 pandemic?

19 A. Yes, we have.

20 Q. And if it did so --

21 MR. HACK: That's enough. No more. Thank
22 you. Judge, those are all the questions I have.

23 JUDGE JACOBS: Thank you very much, Mr. Hack.
24 Unless we have some late coming questions from the
25 Commission, I believe that we are done with Mr. Ives'

1 testimony today.

2 MR. HACK: Mr. Klote's testimony.

3 JUDGE JACOBS: Oh, I'm sorry. It's not fair
4 because it says Ives on the screen. I meant Klote.

5 All right. That means that we are ready for
6 Mr. Ives, in fact.

7 MR. HACK: And we will have a changing of the
8 guard so that we can get everybody in their proper
9 seats.

10 JUDGE JACOBS: I would propose that we try to
11 get Mr. Ives' testimony taken care of and then we would
12 plan on a break after that if that works for everyone.
13 Thank you.

14 MR. ZOBRIST: Judge, it's Carl Zobrist. Can
15 you hear me?

16 JUDGE JACOBS: I can.

17 MR. ZOBRIST: Great. Good afternoon.
18 Mr. Ives, are you ready?

19 THE WITNESS: I'm ready.

20 JUDGE JACOBS: Okay. Mr. Ives, raise your
21 right hand, please, sir.

22 (Witness sworn.)

23 JUDGE JACOBS: Thank you very much. You may
24 proceed.

25 DARRIN IVES,

1 called as a witness in behalf of Evergy, being sworn,
2 testified as follows:

3 DIRECT EXAMINATION BY MR. ZOBRIST:

4 Q. Please state your name.

5 A. My name is Darrin Ives, I-v-e-s.

6 Q. By whom are you employed?

7 A. I'm employed by Evergy Metro as the Vice
8 President of Regulatory Affairs for Evergy.

9 Q. And Mr. Ives, have you caused to be prepared
10 direct and surrebuttal testimony in this case both
11 public and confidential versions?

12 A. Yes, I have.

13 Q. And has your direct testimony been premarked
14 as Exhibits 6 Confidential, Exhibit 7 Public?

15 A. Yes.

16 Q. And has your surrebuttal testimony been marked
17 as Exhibit 8 for the confidential version and Exhibit 9
18 for the public version?

19 A. Yes.

20 Q. If you were to be asked those questions today,
21 would your answers be as set forth in Exhibits 6, 7, 8
22 and 9?

23 A. Yes, they would.

24 Q. Do you have any corrections to that testimony?

25 A. None that I'm aware of.

1 Q. Mr. Ives, as Mr. Hack asked the previous
2 questions, are you familiar with the stipulation and
3 agreement, the Non-Unanimous Stipulation and Agreement
4 that has been marked as Exhibit 1?

5 A. Yes, I am.

6 Q. And are you also familiar with the
7 typographical error on paragraph 8 of page 16 that has
8 corrected the date from December 31, 2021 to December
9 31, 2020?

10 A. Yes, I'm aware.

11 Q. And you agree with that correction?

12 A. I do.

13 Q. What is your position as far as your stated
14 testimony versus the Non-Unanimous Stipulation and
15 Agreement?

16 A. In the Non-Unanimous Stipulation and
17 Agreement, we have signed on and agree that it
18 adequately addresses the issues in the case, although I
19 would continue to stand by the testimony that we put in
20 in direct and surrebuttal to the extent that it is no
21 longer addressed by the Non-Unanimous Stip.

22 Q. Today you on behalf of Evergy are recommending
23 the approval of the Non-Unanimous Stipulation and
24 Agreement and the terms that are contained therein?

25 A. Yes, I am.

1 MR. ZOBRIST: Thank you, Your Honor. At this
2 time I would offer Exhibits 6, 7, 8 and 9 and tender the
3 witness for cross-examination.

4 JUDGE JACOBS: Thank you. So I would note
5 that 6 is the Confidential Direct Testimony of Mr. Ives,
6 7 is Public Direct, 8 is Confidential Surrebuttal
7 Testimony of Mr. Ives and 9 is Public Surrebuttal
8 Testimony. Those exhibits have been provided to the
9 parties. Are there any objections to those exhibits
10 being admitted to the record?

11 MR. HALL: Yes, Judge. Objection limited to
12 page 11 of Darrin Ives' surrebuttal testimony lines 13
13 through 20. He is relying upon out-of-court statements
14 and opinions of Evergy's controller
15 PricewaterhouseCoopers and Deloitte. He's offering --
16 He's relying on those statements for the truth of the
17 matter asserted. This is textbook hearsay.

18 JUDGE JACOBS: Can you help me? Is that the
19 confidential or public testimony surrebuttal?

20 MR. HALL: I don't believe his surrebuttal --

21 MR. ZOBRIST: Judge, if I may, those are not
22 offered as confidential passages in Mr. Ives' testimony.

23 JUDGE JACOBS: Okay. So this would be an
24 objection then to 9; is that right, Mr. Hall?

25 MR. HALL: Correct.

1 JUDGE JACOBS: And then you went very quickly
2 there with the passage. I'm sorry. Could you repeat
3 the passage that you're concerned about --

4 MR. HALL: Sure.

5 JUDGE JACOBS: -- just where it can be found.

6 MR. HALL: Page 11 of Darrin Ives' surrebuttal
7 testimony lines 13 through 20.

8 JUDGE JACOBS: Does anyone have a response to
9 Mr. Hall's objection here?

10 MR. ZOBRIST: Yes, Your Honor. This is not
11 classic hearsay. This is simply Mr. Ives as an expert
12 witness, a Certified Public Accountant, stating that his
13 opinion is supported by that of other experts in the
14 field. It is not hearsay. It's simply a reaffirmation
15 of his opinion which is tendered herein. I believe the
16 Commission itself is not bound by the technical rules of
17 evidence and that the objection should be overruled.

18 MR. HALL: Your Honor, if I may respond.
19 Darrin Ives' testimony literally says the opinions of
20 all these individuals would be considered reliable by
21 experts in the use of the USOA. He is asking the
22 Commission to rely upon his affirmation that these
23 people agree with him. This is hearsay.

24 JUDGE JACOBS: Okay. I think it sounds like
25 there was a response there.

1 MR. ZOBRIST: I was simply going to say that
2 it is not hearsay. He is simply quoting other
3 authorities and it is not hearsay, and I would add
4 further the opinions here are reaffirmed by general
5 instruction 7 which itself does not link or speak to
6 either regulatory assets or regulatory liabilities or
7 deferral mechanisms.

8 JUDGE JACOBS: Okay. So I'm going to instead
9 of derailing everything right now, I will take a closer
10 look at the passage that is of concern for Mr. Hall,
11 take it under advisement and I will hopefully let you
12 know tomorrow, but eventually definitely let you know
13 whether I'm going to sustain that hearsay objection.
14 So what we'll do is I believe there were four exhibits
15 offered, 6, 7 and 8; is that right? And 9. No
16 objection to 6, 7 and 8. So those will be admitted to
17 the record. And then I'll take 9 considering Mr. Hall's
18 objection under advisement. Does that work for everyone
19 at this point?

20 MR. HALL: Judge, just for clarity, Exhibits 8
21 and 9 are the same exhibits with one version being
22 public and one being confidential.

23 JUDGE JACOBS: Right. And I think the
24 clarification was that there was no objection to any of
25 the confidential information and these are all labeled

1 as separate exhibits. So that leaves 9 as the one that
2 has an objection.

3 MR. HALL: Correct. I'm only speaking now out
4 of concern that both 8 and 9 have the language I'm
5 objecting to. It is merely a matter that the
6 confidential version has certain text.

7 JUDGE JACOBS: In addition?

8 MR. HALL: Correct.

9 JUDGE JACOBS: Great. Thank you. So 8 and 9
10 have to be held out until I take a close look at the
11 language and let you all know. That means that 6 and 7
12 can be admitted. So 6 and 7 will be admitted.

13 MR. ZOBRIST: Your Honor?

14 JUDGE JACOBS: Mr. Zobrist.

15 MR. ZOBRIST: Judge, I was just going to say I
16 would offer Exhibits 8 and 9 with the exception of the
17 passage on page 11, lines 13 and 20 and believe it would
18 be appropriate to admit them because they have not been
19 objected to by Mr. Hall.

20 JUDGE JACOBS: So at this point the proposal
21 would be that 8 and 9 would be admitted except for this
22 very small passage.

23 MR. ZOBRIST: That's correct.

24 JUDGE JACOBS: Contingent on whatever I decide
25 after I have a chance to look at this language which I'm

1 now very curious about. That seems fine with me because
2 then we can proceed with the unobjectionable portions
3 being included in the record. I don't know that it
4 makes that much of a difference at this point. I don't
5 intend to let this linger very long. Okay.

6 MR. ZOBRIST: Judge, I apologize. I just had
7 a sidebar with Mr. Hack. If you ruled upon my request,
8 I missed it.

9 JUDGE JACOBS: Okay. I was basically trying
10 to restate it to make sure I understood what it was. So
11 I don't think there's any reason why 8 and 9 absolutely
12 have to be dealt with at this very moment. So I'm going
13 to take the time it takes for me to go back and look at
14 the language that was the issue and then 8 and 9 will
15 come in depending on that decision. Does that work for
16 everyone?

17 MR. ZOBRIST: I think that's fine. We, of
18 course, have no objection to Mr. Ives being questioned
19 on any portion of Exhibits 8 and 9 subject to the
20 objection to page 11, lines 13 through 20 made by
21 Mr. Hall.

22 JUDGE JACOBS: Okay. So as it stands, 6 and 7
23 are in and 8 and 9 are not, and we'll just see if that
24 causes a problem for us. Hopefully I will have time to
25 go back and look at the language soon. So 6 and 7 have

1 been admitted to the record.

2 (EVERGY EXHIBITS 6 AND 7 WERE RECEIVED INTO
3 EVIDENCE AND MADE A PART OF THIS RECORD.)

4 JUDGE JACOBS: Okay. And Mr. Hall, you've
5 made an objection to admission of those documents. I
6 don't know if anyone else had objections to make. I
7 think they would have spoken up if they did. So we've
8 clarified that. And I think where we are is
9 cross-examination. So we'll see if this issue comes up
10 again. I think Staff would be up for cross-examination
11 for Mr. Ives.

12 MS. MYERS: We have no questions, Judge.

13 JUDGE JACOBS: Thank you very much. Missouri
14 Industrial Energy Consumers?

15 MS. PLESCIA: No questions. Thank you.

16 JUDGE JACOBS: Midwest Energy Consumers Group?

17 MR. WOODSMALL: Very briefly.

18 CROSS-EXAMINATION BY MR. WOODSMALL:

19 Q. Good afternoon, sir.

20 A. Good afternoon.

21 Q. I took Mr. Klote through a number of the
22 provisions in the stipulation. Do you have the
23 stipulation in front of you?

24 A. Yes, I do.

25 Q. I was going to ask you a very brief question

1 about provision number 6 which is entitled Lost
2 Revenues. Do you see that?

3 A. Yes, I see it.

4 Q. And as I understand it, this provision
5 precludes Evergy from deferring any lost revenues
6 associated with reduced customer usage; is that correct?

7 A. Yes, yes, that's right. That is part of the
8 non-unanimous agreement.

9 Q. Okay. Just to tie everything together with
10 some questions from the ALJ from previously, this would
11 not only preclude the lost revenue request from your
12 direct testimony but also the fixed recovery request
13 that was in your surrebuttal; is that correct?

14 A. That's correct. The fixed recovery that was
15 in surrebuttal would be a subset of the lost revenues
16 that were in my direct.

17 Q. Okay. And do you believe this provision is
18 reasonable?

19 A. Based upon all the other items that are
20 included in this non-unanimous stipulation, that would
21 be my position, yes.

22 MR. WOODSMALL: I have no further questions.
23 Thank you.

24 JUDGE JACOBS: Okay. Thank you very much,
25 Mr. Woodsmall. Does Sierra Club have cross-examination?

1 MS. HENRY: No questions, Your Honor.

2 JUDGE JACOBS: Thank you. And Renew Missouri?

3 MR. OPITZ: No, thank you, Judge.

4 JUDGE JACOBS: And Office of the Public
5 Counsel?

6 MR. HALL: Yes, thank you.

7 CROSS-EXAMINATION BY MR. HALL:

8 Q. Mr. Ives, good afternoon.

9 A. Good afternoon.

10 Q. Do you have copies of your testimony both
11 rebuttal and surrebuttal in front of you?

12 A. My direct and surrebuttal, yes.

13 Q. Direct and surrebuttal, thank you. Did you
14 rely on several out-of-state Commission orders when you
15 were developing your testimony?

16 A. I reviewed a number of out-of-state Commission
17 orders. There's also reference to in-state Commission
18 orders addressing deferral treatments. So yes.

19 Q. Mr. Ives, could you turn to page 11 of your
20 direct testimony?

21 A. I'm there.

22 Q. Are you referring to an Arkansas Public
23 Service Commission order on this page?

24 A. At the bottom of page 11.

25 Q. You are citing --

1 THE COURT REPORTER: I'm sorry. Mr. Hall, I
2 didn't understand your question.

3 BY MR. HALL:

4 Q. Let me restate it. Mr. Ives, can you confirm
5 that you are citing to an Arkansas Public Service
6 Commission order in your testimony on this page?

7 A. At the bottom of page 11 on lines 19 and 20, I
8 reference a couple of orders moving on to page 12, and
9 Arkansas is one of them that's referenced starting on
10 line 19.

11 Q. Thank you. Next could you jump to page 35 of
12 your surrebuttal testimony. Am I correct when I say
13 that in the body of your answers and the footnotes you
14 are citing to a Michigan and South Dakota Public Utility
15 Commission orders?

16 A. They are referred to on page 35 of my
17 surrebuttal, yes.

18 Q. Thank you. At this time I would like to turn
19 your attention to what Public Counsel has premarked as
20 Exhibit 206. Is there a way to get that in front of
21 you?

22 A. What is 206?

23 MR. ZOBRIST: Counsel, is that the Arkansas
24 Public Service Commission order?

25 MR. HALL: Yes.

1 THE WITNESS: I have it.

2 BY MR. HALL:

3 Q. Can you confirm that this is the same Arkansas
4 order that you cited to in your direct testimony?

5 A. Yes.

6 Q. Does this order from the Arkansas Public
7 Service Commission contain a bad debt -- deferral of bad
8 debt tracker similar to what has been included in the
9 Non-Unanimous Stipulation and Agreement?

10 A. I'm reading it. I don't see that this order
11 directly addresses that unless I've missed it in my read
12 through.

13 Q. Thank you, Mr. Ives. Could you next turn to
14 Exhibit 207.

15 MR. ZOBRIST: Counsel, that's the Michigan
16 Public Service Commission order?

17 MR. HALL: Yes. Pardon me. I should have
18 confirmed Michigan Public Service Commission order.

19 THE WITNESS: I have the Michigan order.

20 BY MR. HALL:

21 Q. Can you confirm that this is the same Michigan
22 Public Service Commission order that you relied upon in
23 your surrebuttal testimony?

24 A. Yes.

25 Q. Does this order contain a provision for the

1 deferral of bad debts in the same manner as the
2 stipulation that Evergy is supporting in this case?

3 A. So this order is rather lengthy. So based on
4 my recollection, without reading the entirety of the
5 Michigan order, I believe that the order provides for
6 the opportunity for individual utilities to submit
7 requests for deferral that could include those
8 components and they have to do that by I think the early
9 part of November. So it creates the framework for those
10 actions to be undertaken if I'm in the right state.

11 Q. Okay. You generally agree then that it
12 doesn't create a framework where the tracking and
13 deferral of bad debts is based on whether bad debts are
14 higher or lower than expected in 2021?

15 A. I don't believe it goes into the specifics of
16 the framework. I think it gives the framework for
17 utilities to request deferral in a separate individual
18 utility filing --

19 Q. Pardon me, Mr. Ives. I'm hearing myself
20 through your speakers. So I get a little weirded out.

21 THE COURT REPORTER: I'm sorry. I didn't get
22 the end of his answer, because I think you two talked on
23 top of each other.

24 MR. HALL: Mr. Ives appears to be frozen.

25 THE WITNESS: I'm not frozen. I was waiting

1 to see if there was a request to finish or clarify.

2 BY MR. HALL:

3 Q. Mr. Ives, please repeat your answer for the
4 court reporter.

5 A. I said I don't believe that this order goes
6 into the specifics of how deferrals would be calculated
7 because it creates a framework for individual utilities
8 in Michigan to file a request for deferral and they
9 would have to do that, I believe, by sometime in
10 November of this year.

11 Q. Mr. Ives, could you next turn to Exhibit 208
12 which is the South Dakota Public Service Commission
13 order. Let me know when you have it.

14 A. I have the South Dakota.

15 Q. Similarly, can you confirm that this is the
16 same South Dakota order that you relied upon for your
17 surrebuttal testimony?

18 A. It is.

19 Q. And also similarly do you agree that this
20 order doesn't speak to the deferral of bad debt in the
21 same manner as what Evergy is proposing in the
22 stipulation and agreement?

23 A. So this order -- This order does indicate that
24 petitioners can include cost increases in addition to
25 incremental bad debt in a regulatory asset and if it

1 does so they would have to include cost increases. So I
2 believe it does talk about incremental debt, but it does
3 not give the specific mechanism in this order for the
4 calculation.

5 Q. For clarity then, you agree with me then that
6 this does not order the deferral of bad debt in the same
7 manner as what's being proposed in paragraph 8(b) and
8 (c) in the proposed stipulation and agreement then?

9 A. Well, for clarity I'm saying it does say that
10 petitioners can defer incremental bad debt, but this
11 order does not give a comparison or a calculation of how
12 that is determined.

13 MR. HALL: All right. I have no further
14 questions. Thank you.

15 JUDGE JACOBS: Is there any cross-examination
16 from National Housing Trust?

17 MR. LINHARES: I have no cross for the
18 witness. Thank you.

19 JUDGE JACOBS: Thank you. So I think the
20 conference call line might want to mute. Okay. I am
21 looking to see if Commissioner Rupp is with us at this
22 time. I think he had some questions for Mr. Ives. It
23 is time for Commissioner questions.

24 COMMISSIONER RUPP: Commissioner Rupp is here.

25 JUDGE JACOBS: Thank you, sir. Please go

1 ahead.

2 COMMISSIONER RUPP: No problem.

3 QUESTIONS BY COMMISSIONER RUPP:

4 Q. Mr. Ives, the same question I asked earlier.
5 What's the difference in this stipulation than Spire and
6 Missouri-American Water?

7 A. Thanks for the question. I think there are
8 two primary differences in the stipulation itself that I
9 would point to, and one is those companies had some
10 measure of addition into their stipulation for customer
11 assistance programs that are different between
12 Missouri-American Water's approach and Spire's approach,
13 but they had something in there whereas our position, as
14 Mr. Caisley referred to, and throughout our testimony
15 indicates we made significant movements before we got to
16 this point for putting a million dollars into customer
17 assistance programs across our territory, putting a
18 total of another million two towards grants for
19 communities and not-for-profit agencies, and we did
20 significant outreach to customers including the running
21 of the one and four-month incentive programs and the CSR
22 discretion program that have been talked about earlier
23 today. I don't know all of the details of those two
24 utilities, but I don't believe that they had that level
25 of commitment made prior to entering the agreements with

1 the parties that they had done voluntarily before that
2 point.

3 The second part that I would say is different
4 in our stipulation from those two companies is the
5 ability to evaluate bad debt expense impacts quarterly
6 for two quarters following March 31 when the remainder
7 of the direct deferral stopped. That's the mechanism
8 that says we'll evaluate quarterly compared against the
9 amounts that are in rates and to the extent that we are
10 above or below the amounts in rates 10 percent or
11 greater, there would be amounts recorded to the deferral
12 potentially for that additional six months. Much like
13 lost revenues were very important to several of the
14 parties as they've shared with the Commission today,
15 one, they were also very important to us and we gave
16 those up to get to this point. But the ability to
17 continue to evaluate and make deferrals without further
18 Commission action was important to us because there is
19 such a long tail to addressing or ultimately getting to
20 bad debt write-offs when you have suspended collections
21 for a number of months, you have put 12-month payment
22 plans in place and then you also have cold weather rule
23 impacts that preclude disconnections or movement towards
24 bad debt expense. So the tail is so long it makes a lot
25 of sense to us for the deferral to be able to be

1 considered in this two-quarter tail month and the
2 parties that have signed on to the agreement were able
3 to work through that with us to put that into this
4 non-unanimous agreement.

5 Q. So isn't it like Missouri-American Water and
6 Spire, aren't they in that same situation?

7 A. They are in that same situation. I suspect my
8 guess, and I can't speak to them, my guess is they don't
9 have as many customers on 12-month payment plans right
10 now that we do because of the effort that we undertook
11 to get people on those. I think gas certainly was in a
12 different situation during the bulk of the shutdown
13 period, because those were months that were typical
14 higher electric usage months and lower gas usage months
15 just based on the season and the time of the year. So
16 they may not have had quite the impact on lost revenues
17 or on the arrearages because their balances just
18 wouldn't have been as high during that period.

19 COMMISSIONER RUPP: Okay. Thank you. That's
20 the two questions I had.

21 JUDGE JACOBS: Okay. Obviously the floor is
22 open for additional Commissioner questions if we have
23 any. I would ask the Commissioners to speak up. I have
24 some follow up questions for Mr. Ives.

25 QUESTIONS BY JUDGE JACOBS:

1 Q. I think that we have heard or will hear some
2 argument in regard to the concept of materiality which
3 seems to be calculated looking at a 5 percent figure
4 perhaps of net income or income, and my question for
5 Mr. Ives would be, I know that there are some filings
6 that are made by companies with the Public Service
7 Commission and annual report and also looks like a FERC
8 Form 1 is sometimes included in that report.

9 So if the Commission is looking to figure out
10 what the Company's income is, where should the
11 Commission look? Should it be looking at FERC Form 1?
12 Should it be looking at an annual report made to the
13 Commission? What would your recommendation be?

14 A. That might have been a better question for Mr.
15 Klote, but I think I would point the Commission to
16 surveillance filings that are made by the jurisdictional
17 utilities. I think those would provide the information
18 that they'd be looking for. You know, I have to
19 reiterate because you asked the question. My testimony
20 is pretty clear it's our belief that materiality does
21 not apply because that's a component of general
22 instruction 7. In general instruction 7, it's very
23 clear in the USOA has nothing to do with the deferral to
24 regulatory assets or regulatory liabilities.

25 Q. So if the Commission is trying to figure out

1 an income figure for the Company, you mentioned
2 surveillance filings, does that include the annual
3 report or a report made to FERC or is that something
4 else?

5 A. They're specific to the jurisdictional
6 utilities. They're required by us to be filed, and they
7 would have the annual earnings for Missouri West and for
8 Missouri Metro.

9 Q. Are those annual filings or are they made on a
10 quarterly basis?

11 A. Well, interestingly we make surveillance
12 filings I believe monthly, quarterly and annually for
13 different purposes, but there would be an annual filing.

14 Q. Okay. So I believe the Company would have
15 filed something with the SEC as far as a third quarter
16 report goes to report something ending September 30,
17 2020. Are you familiar with that?

18 A. Yes, I was responsible for those filings for
19 the first 14 years of my career at Evergy. Yes, we file
20 quarterly with the SEC. I would suggest that SEC
21 filings are not in all cases consistent with
22 jurisdictional filings both because there are
23 non-jurisdictional impacts in the SEC reports. There
24 are also differences between amounts that are recorded
25 for SEC or GAAP financial purposes and for FERC purposes

1 and we don't file an SEC report that is specific to
2 Missouri West and we do file an Evergy Metro report but
3 it's not broken down between Missouri Metro and Kansas
4 Metro. So I think the surveillance reports would be a
5 much more relevant resource than the SEC reports.

6 Q. Okay. So are you saying that an SEC filing
7 ending September 30 of 2020, if it's providing an income
8 figure of some kind, you're saying because of the way
9 that's reported it's not possible to separate out an
10 exact figure for Missouri West or Missouri Metro?

11 A. That's correct.

12 Q. Okay. Do you have a calculation at hand of
13 the COVID-related costs that Evergy has incurred through
14 the end of September?

15 A. I do. I just have to put my hands on it.

16 Q. This would be either -- I guess the best
17 information would be for each company, but I don't know
18 if you have that.

19 A. I think I have what you're looking for here.

20 Q. Okay.

21 A. So are you looking in total for amounts that
22 would be eligible by company? At this point in time I
23 would have through September.

24 Q. I think it would be helpful to know what those
25 numbers would be through September that would be

1 eligible for deferral based on the Company's present
2 request.

3 A. I have a sheet. I'm pausing because I have a
4 sheet that is easier for me to follow than the ones that
5 I found. I'm not sure why I'm not finding it. I'll
6 start with Missouri West, and Missouri West if I'm
7 looking at this right for cost eligible for deferral net
8 of the identified savings or offsets would be about 1
9 point -- between 1.4 and 1.5 million for the period from
10 when we said at the beginning of March or whatever that
11 March date that was that we agreed upon through the end
12 of September.

13 Q. Okay. And that is a figure where you
14 indicated you had already netted any savings against
15 that to reach that conclusion?

16 A. That is correct.

17 Q. And that was for Missouri West?

18 A. That's correct.

19 Q. Okay. Did you have a Metro figure?

20 A. Yeah. For Missouri Metro, I'm doing a little
21 math in my head here. It looks to me to be about \$2
22 million and that would be the costs to be deferred
23 netted with the costs available for offset due to
24 savings.

25 Q. These are both through end of September; is

1 that right?

2 A. Yes, end of September which, you know, just
3 remind everybody that we didn't do any disconnections at
4 all until mid July, as Mr. Caisley called for, and we've
5 got, you know, Everygy wide we've put over a hundred
6 thousand customers on payment plans now. The majority
7 of those are 12-month payment plans and there certainly
8 wouldn't be any bad debt expense impact from folks that
9 are on plans and continue to participate on them. So
10 there's not much impact in bad debts at this stage of
11 the process.

12 Q. I'm sorry for interrupting you, sir. I have
13 another question for you. Is it the availability of
14 this 12-month payment plan that's been offered to
15 customers, is that where the request comes to have this
16 extended treatment of bad debt? Are those things
17 related?

18 A. Yes, absolutely. I mean, to be clear, our
19 filed position and position up until the settlement was
20 that there shouldn't be a stoppage or a cutoff in the
21 deferral period because we just don't know the length of
22 time that our service territory and our customers, our
23 company are going to be impacted by the effects of
24 COVID. But in the settlement, we agreed to this
25 extension and it's precisely that. If there's such a

1 tail on 12-month payment program that we don't expect
2 that we will see the effects of nonpayment of customers
3 that are on those payment plans until much later than
4 where we are today if we see nonpayment. Hopefully the
5 payment plans will help those customers to be able to
6 stay current and work through the process with no
7 problems.

8 Q. Okay. Thank you. So I'm going to ask you
9 about something that is mentioned in an OPC witness's
10 testimony, Dr. Marke. He refers to some apparently
11 public statements made by Evergy folks in regard to a
12 sustainability transformation plan and some savings in
13 operation and maintenance costs. Does that sound
14 familiar to you?

15 A. It sounds familiar, yes.

16 Q. So there is apparently a report there of a
17 certain amount of operations and maintenance savings
18 that the overall company has experienced. So the
19 question for you is in apparently a relevant period of
20 time in relation to COVID. Is there a reason why you
21 would contend the Commission shouldn't consider that
22 kind of savings and operation and maintenance costs when
23 it's considering this AAO application or deferral of
24 costs in general?

25 A. Yes, there is. You know, this particular

1 application addresses the effects of COVID-19, both
2 costs attributable to the impacts of COVID-19 as well as
3 cost savings that are being realized with a reasonable
4 nexus to COVID-19. There was testimony earlier today,
5 or maybe discussion at least, that we have been under
6 cost saving initiatives really since 2018 as a result of
7 our merger between the Legacy Great Plains Energy and
8 Westar Energy in Kansas which created Evergy, merger
9 savings that were discussed and talked about and
10 contemplated as a part of that combination. Moving from
11 there we have announced, as Dr. Marke refers to, STP or
12 Sustainability Transformation Plan, that is our next
13 five-year plan for the years 2020 through 2024. That
14 plan has a number of initiatives in it both from an
15 investment and from a cost savings standpoint.

16 None of the items related to the merger and
17 none of the items related to the STP have any direct
18 nexus to COVID-19 and aren't part of the content of this
19 proceeding, and I think there was referral earlier on to
20 a footnote on maybe like page 3 of the Non-Unanimous
21 Stipulation that indicates that the parties acknowledge
22 that those type of activities are not part of what's
23 being considered in these savings.

24 JUDGE JACOBS: Okay. Those are all the
25 questions I had for you, sir. Once again, if

1 Commissioners have questions, please speak up now. So
2 we can go to recross then if anyone has any recross.
3 Staff, did you have any questions?

4 MS. MYERS: No, Judge.

5 JUDGE JACOBS: And Missouri Industrial Energy
6 Consumers, Ms. Plescia?

7 MS. PLESCIA: No questions, Judge. Thank you.

8 JUDGE JACOBS: And Midwest Energy Consumers
9 Group?

10 MR. WOODSMALL: No, thank you.

11 JUDGE JACOBS: Sierra Club?

12 MS. HENRY: No questions, Your Honor.

13 JUDGE JACOBS: Renew Missouri?

14 MR. OPITZ: No, thank you, Judge.

15 JUDGE JACOBS: And Office of the Public
16 Counsel?

17 MR. HALL: No questions. Thank you.

18 JUDGE JACOBS: National Housing Trust?

19 MR. LINHARES: Thank you. No questions,
20 Judge.

21 JUDGE JACOBS: All right. Thank you very
22 much. Any redirect for Mr. Ives from Evergy?

23 MR. ZOBRIST: Yes, Judge.

24 REDIRECT EXAMINATION BY MR. ZOBRIST:

25 Q. Mr. Ives, just to confirm the footnote that

1 you talked about, am I correct that's the footnote at
2 the bottom of page 3 of the Non-Unanimous Stipulation
3 and Agreement which is marked as footnote 1; is that
4 correct?

5 A. That's correct, yes, footnote 1 at the bottom
6 of page 3.

7 Q. Let me ask you if I could to turn to the
8 Michigan Public Service Commission order that Mr. Hall
9 asked you about. It's been marked as Exhibit 207.

10 A. I have it.

11 Q. Would you please turn to page 20 of that
12 order?

13 A. I'm there.

14 Q. And with regard to this section that begins
15 reply comments, is it generally correct that in the
16 reply comments that are on page 22, two pages later,
17 again the first full paragraph, that the staff of the
18 Michigan Public Service Commission recommended that the
19 Commission refrain from setting a termination date for
20 tracking and deferring uncollectible expenses; is that
21 correct?

22 A. Yes. It specifically says that the Commission
23 refrain from setting a termination date for tracking and
24 deferring uncollectible expenses and approve the
25 continued tracking of certain COVID-19 related costs as

1 well as foregone revenues. The next sentence actually
2 is what I referred to where they suggested that
3 utilities seeking deferral of related expenses make an
4 informational filing by November 2 describing the
5 expenses, foregone revenues, uncollectibles, things that
6 may be approved for deferred accounting treatment.

7 Q. And in that description, does that include bad
8 debt as you were questioned by Mr. Hall with regard to?

9 A. Yeah, in that staff recommendation it talks
10 about that informational filing including uncollectibles
11 to be approved for deferral accounting treatment.

12 Q. If you would turn to page 30 of the Michigan
13 order. In the middle of that page there is a category
14 that is entitled costs/foregone revenue category. Do
15 you see that, sir?

16 A. I do.

17 Q. And does that appear to give utilities the
18 opportunity to list both the costs that they have
19 incurred and the revenues that they have foregone in a
20 proposal to present to the Michigan Commission?

21 A. It does. That section on page 30 is saying
22 for each cost or revenue item that they seek to defer
23 but their filing should contain the following
24 information for calendar year 2020 and it talks about a
25 narrative for costs or foregone revenues that they're

1 requesting. It also asks for the costs included in
2 rates for each month related to those.

3 Q. If you would go to page 32 or 33 to the
4 section that is entitled savings, do you see that,
5 Mr. Ives?

6 A. I do. In the middle of the page?

7 Q. Correct. And on the next page at the bottom
8 it responds to various recommendations. Do you see
9 where the Commission notes that it is a creature of
10 statute and as such is limited in its authority to
11 direct utility management decisions?

12 A. It does. It's talking -- I believe the end of
13 that sentence was talking about recommendations that
14 were made to direct utilities to pursue specific cost
15 saving measures.

16 Q. And in your experience as the Director of
17 Regulatory Affairs, does Missouri and this Commission in
18 particular, follow similar principles with regard to the
19 role of the Public Service Commission in terms of being
20 a creature of statute and limited in their ability to
21 direct utility management decisions, I do believe the --

22 MR. HALL: Objection. Calls for legal
23 conclusion.

24 MR. ZOBRIST: Your Honor, my response would be
25 that Mr. Hall has opened the door with regard to asking

1 this witness to respond to regulatory and legal concepts
2 in here in his capacity not as a lawyer but as the Vice
3 President of Regulatory Affairs. He's certainly
4 qualified to render his testimony with regard to whether
5 the Commission has been treated as a creature of statute
6 not only by Missouri courts but by itself in the
7 decisions that it has rendered.

8 JUDGE JACOBS: For what it's worth, I will
9 hear Mr. Ives' answer in regard to a parallel in these
10 two states' regulatory structures given that Mr. Hall
11 did ask the Commission to look at these other states'
12 decisions.

13 BY MR. ZOBRIST:

14 Q. And finally, Mr. Ives, if I could ask you to
15 turn to page 44 of the Michigan order to the section on
16 customer protections and affordability. Do you see
17 that, sir?

18 A. I do. Starts in the middle of page 44.

19 Q. Right. And am I correct that at the bottom of
20 the page with respect to recommendations made by other
21 parties the Commission stated that certain comments were
22 beyond the scope of this proceeding; is that correct?

23 A. That is correct. The first paragraph talks
24 about the central theme of comments and lists several,
25 and then in the second paragraph the Commission says

1 that some recommendations provided in comments are
2 beyond the scope of the proceeding, outside the
3 authority of the Commission to carry out within an order
4 are already being addressed by energy providers.

5 Q. Thank you. Can I ask you to turn to Exhibit
6 206 which is the Arkansas order that Mr. Hall had asked
7 you about.

8 A. I have it.

9 Q. Am I correct -- or pardon me. Is it correct,
10 directing your attention to the first paragraph of the
11 order, that the Arkansas Commission concluded at the end
12 of that paragraph that COVID-19 was a public health
13 emergency?

14 A. The Commission refers to and I think it's
15 referring to an executive order by the governor.

16 Q. Now, with respect to the Arkansas Commission's
17 encouragement to utilities to offer reasonable payments,
18 is that dealt with in paragraph 4 of this order?

19 A. It is. It's a very high level statement. It
20 just indicates that the Commission encourages utilities
21 to offer reasonable payment arrangements once the
22 prohibition on disconnections is lifted.

23 Q. And have the Evergy companies done that?

24 A. We have. The one-month, the four-month, the
25 12-month. We've worked hard.

1 Q. Directing your attention to the next page,
2 paragraph 9 of the Arkansas order, what does that
3 paragraph provide with regard to utility customers
4 paying their utility bills?

5 A. Yeah. That paragraph 9 indicates from the
6 Commission that this order that they're providing does
7 not eliminate the requirement that utility customers
8 continue to pay utility bills during the temporary
9 suspension. Goes on to state that customers should
10 continue paying their bills and understand that they
11 will ultimately be responsible for utility services
12 accrued during the suspension.

13 Q. Finally with regard to this Arkansas order,
14 Mr. Hall asked you about bad debt provisions. Is there
15 anything that you found in this order that prohibits or
16 criticizes companies from requesting the kind of
17 treatment for bad debt or uncollectible expense as is
18 requested in the Non-Unanimous Stipulation and
19 Agreement?

20 A. There is nothing in this order that prohibits
21 that.

22 Q. And specifically in the second sentence in
23 paragraph 3 which is on page 3, does the Commission
24 authorize the utilities to establish regulatory assets
25 to record costs resulting from suspension and

1 disconnections?

2 A. It does. It does. And then it talks about
3 the future proceedings where the Commission will
4 consider the utility's request for recovery of reg
5 assets and appropriate recovery period, amount of
6 carrying costs thereon and savings attributable and
7 other matters.

8 Q. Would that include bad debt?

9 A. I think you could certainly take from that
10 that bad debts would be eligible to be considered.

11 Q. And then finally let me ask you to turn to
12 Exhibit 208 which is the order issued by the South
13 Dakota Public Utilities Commission.

14 A. I've got it.

15 Q. And directing your attention to paragraph 4 of
16 that order, does it state that the Commission Staff of
17 the South Dakota PUC had recommended approval of the
18 deferral request subject to conditions contained in a
19 Staff Memorandum dated August 12, 2020?

20 A. It does state that.

21 Q. Now, do you have a copy of what I believe we
22 have served upon all the parties marked as Exhibit 10
23 which is entitled Staff Memorandum?

24 A. I do have the Staff Memorandum.

25 Q. And does it indicate in the rate clause that

1 it was submitted in Docket No. GE-2020-002 --

2 MR. HALL: Mr. Zobrist, I do not have a copy
3 of Exhibit 10.

4 MR. ZOBRIST: I apologize for that. I thought
5 that Mr. Westenkirtner (phonetic spelling) had emailed
6 that to all parties a couple of hours ago.

7 MS. HENRY: The Sierra Club received it.

8 MR. HALL: Mr. Zobrist, my apologies for the
9 interruption. I have it now.

10 MR. ZOBRIST: And understanding, Mr. Hall, I
11 presume you have not had an opportunity to review this?

12 MR. HALL: No, Mr. Zobrist, you may proceed.

13 BY MR. ZOBRIST:

14 Q. Mr. Ives, based upon your review of the South
15 Dakota PUC order, Exhibit 208, does Exhibit 10 entitled
16 Staff Memorandum in the same docket number appear to be
17 the Staff Memorandum whose conditions were adopted by
18 the South Dakota Commission in its order?

19 A. Yes, yes, it does.

20 Q. And I would ask you please to turn to page 5
21 of the South Dakota Staff Memorandum. Does that set
22 forth the accounting authority under which the deferral
23 was granted by the South Dakota Commission?

24 A. Yes, on page 5.

25 Q. How does that relate to general instruction 7

1 that's been cited by a number of the parties in this
2 case?

3 A. The authority cited by this staff in this
4 docket references ASC 980 which is a financial
5 accounting standard that is very similar to definition
6 31 of the US of A and the definitions for regulatory
7 asset and liability counts, Counts 182.3 and 254. It
8 doesn't relate at all to general instruction 7 US of A.

9 Q. US of A is the Uniform System of Accounts
10 that's been promulgated by FERC and the Code of Federal
11 Regulations and adopted by this Commission?

12 A. That's correct.

13 MR. ZOBRIST: Judge, I have nothing further.

14 JUDGE JACOBS: Thank you very much. Okay.
15 That concludes Mr. Ives' testimony at this time. Thank
16 you, sir.

17 So I believe where that puts us is ready to
18 move on to Sierra Club's witness, assuming that's going
19 to work for you, Ms. Henry.

20 MS. HENRY: That works for Sierra Club, yes.

21 JUDGE JACOBS: Is a 15-minute break going to
22 be adequate or do we need a longer break? Okay. We're
23 going to --

24 MR. ZOBRIST: I failed to offer Exhibit 10,
25 and I would also like to offer Exhibits 206, 207 and 208

1 into evidence.

2 JUDGE JACOBS: So Exhibit 10 was the document
3 that was distributed this morning by Evergy by email and
4 it is the Staff's Memorandum out of South Dakota; is
5 that right?

6 MR. ZOBRIST: That's correct.

7 JUDGE JACOBS: Is there any objection to that
8 exhibit being included on the record? Hearing no
9 objection, Exhibit 10 will be admitted.

10 (EVERGY EXHIBIT 10 WAS RECEIVED INTO EVIDENCE
11 AND MADE A PART OF THIS RECORD.)

12 JUDGE JACOBS: And then Mr. Zobrist, I
13 believe that's who I'm hearing from?

14 MR. ZOBRIST: Yes, ma'am, and the other.

15 JUDGE JACOBS: Are you also offering some
16 exhibits that were marked by OPC?

17 MR. ZOBRIST: Yes, Judge. The Exhibit 206,
18 the Arkansas Commission Order; Exhibit 207, the Michigan
19 Commission Order; and Exhibit 208, the South Dakota
20 Commission Order.

21 JUDGE JACOBS: Is there any objection to those
22 three exhibits which are orders out of other states'
23 utility commissions being admitted to the record in this
24 case? So there are no objections. Exhibits 206, 207
25 and 208 will be admitted.

1 MR. ZOBRIST: Thank you, Judge.

2 (OPC'S EXHIBITS 206, 207 AND 208 WERE RECEIVED
3 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

4 JUDGE JACOBS: So as I said, we were going to
5 come back and I'm going to set that return time at 3:35
6 and we will come back with Sierra Club's witness. So we
7 are now in recess and off the record. Thank you.

8 (A recess was taken.)

9 JUDGE JACOBS: All right. So it is 3:35 right
10 now. We are going to get back on the record. We're now
11 on the record once again. So I did ask for a little
12 time from the parties to let me take a look at the
13 passage that OPC was concerned about in the exhibit
14 offered by Evergy, Mr. Ives' testimony, the Confidential
15 and Public versions. And those are Evergy Exhibits 8
16 and 9. Counsel for OPC objected to these exhibits based
17 on a passage at page 11, lines 13 through 20. I've
18 taken a look at that. The objection was a hearsay
19 objection. So I don't think there's any risk that the
20 Commission is going to be led astray by this passage. I
21 think the evidence is competent. I am going to overrule
22 the hearsay objection. Whatever credibility problems
23 there are with this passage are clear on its face.
24 Basically Mr. Ives is just giving his opinion and then
25 trying to persuade the Commission that other people

1 agree with him comes close to providing an out-of-court
2 statement, but there technically isn't really an
3 out-of-court statement expressed there. So I don't see
4 a hearsay problem. So Exhibits 8 and 9 will be admitted
5 to the record.

6 (EVERGY EXHIBITS 8 AND 9 WERE RECEIVED INTO
7 EVIDENCE AND MADE A PART OF THIS RECORD.)

8 MR. ZOBRIST: Judge, if I could be heard just
9 briefly further. In framing my argument, I didn't have
10 the statute in mind, but the statute that I would quote
11 is Section 490.065 of the Missouri Revised Statutes.
12 That does allow this type of opinion testimony to come
13 in and deals with the potential hearsay problem.

14 JUDGE JACOBS: So you agree with me, Mr.
15 Zobrist, there's not a problem and this should be on the
16 record?

17 MR. ZOBRIST: Okay. Great. Thank you, yes.

18 JUDGE JACOBS: Okay. Thank you. All right.
19 So the next thing that we were getting ready to do was
20 we were going to hear from Ms. Roberto. So I believe
21 what we can do is if she is ready to go we can get her
22 sworn in. And she has conveniently raised her right
23 hand for us. Ms. Henry, are you ready to go?

24 MS. HENRY: I'm ready. I'd like to call Ms.
25 Roberto to the stand.

1 JUDGE JACOBS: Thank you so much. Is it
2 Roberto? I apologize.

3 THE WITNESS: I answer to either. Thank you,
4 Your Honor.

5 JUDGE JACOBS: Well, you can introduce
6 yourself after we've sworn you in and then I'll try to
7 pay attention to that.

8 (Witness sworn.)

9 JUDGE JACOBS: You may proceed. Thanks.

10 CHERYL ROBERTO,
11 called as a witness in behalf of Sierra Club, being
12 sworn, testified as follows:

13 DIRECT EXAMINATION BY MS. HENRY:

14 Q. Good afternoon. Can you please state and
15 spell your name for the record?

16 A. My name is Cheryl Roberto, C-h-e-r-y-l,
17 Roberto, R-o-b-e-r-t-o.

18 Q. Ms. Roberto, can you please tell us by whom
19 you are employed?

20 A. Synapse Energy Economics.

21 Q. What position do you hold?

22 A. I'm a senior principal.

23 Q. And can you briefly describe your educational
24 background?

25 A. I'm a lawyer by training.

1 Q. Can you please describe your employment
2 history?

3 A. Yes. I'm a former Commissioner on the Ohio
4 Public Utilities Commission. Prior to that, I was the
5 Director of Public Utilities for the 15th largest
6 municipality in the United States. Subsequent to my
7 service on the Commission, I ran the Environmental
8 Defense Fund's Clean Energy Program, and I currently now
9 work for Synapse Energy Economics.

10 Q. Have you testified before this Commission
11 before?

12 A. I have -- No, only this matter. Thank you.

13 Q. Have you testified before other public service
14 commissions?

15 A. Yes, I have.

16 Q. Have your credentials been accepted by other
17 commissions?

18 A. Yes, they have.

19 Q. Would you list which other commissions you
20 have testified before?

21 A. Let's see. Maryland, Indiana, Colorado,
22 Arizona, Ohio. I've appeared before FERC and the US
23 Senate.

24 Q. Thank you. And you have served as a
25 commissioner for a state utility commission?

1 A. Yes, I did.

2 Q. Are you the same Ms. Roberto who submitted
3 rebuttal testimony in this proceeding on August 17, 2020
4 that has been marked for identification as Exhibit 500?

5 A. Yes.

6 Q. What's the purpose of your rebuttal testimony?

7 A. Sierra Club retained me to assess the
8 application by Evergy for lost revenue recovery as a
9 regulatory asset.

10 Q. Do you have any changes or revisions to your
11 rebuttal testimony?

12 A. I do not.

13 Q. If I asked you the same questions today, would
14 your answers be the same?

15 A. Yes, they would.

16 MS. HENRY: I now offer Exhibit 500 and tender
17 Ms. Roberto for cross.

18 JUDGE JACOBS: I had to adjust my headset and
19 fix something. Have I missed something that -- I
20 apologize.

21 MS. HENRY: I offered Exhibit 500, and I
22 tendered Ms. Roberto for cross.

23 JUDGE JACOBS: I apologize, Ms. Henry. It was
24 very bad timing on my part. Okay. So Ms. Henry has
25 offered Ms. Cheryl Roberto's rebuttal testimony which is

1 marked as Exhibit 500. Are there any objections?

2 Hearing no objections, Exhibit 500 is admitted to the
3 record.

4 (SIERRA CLUB'S EXHIBIT 500 WAS RECEIVED INTO
5 EVIDENCE AND MADE A PART OF THIS RECORD.)

6 JUDGE JACOBS: Okay. So we can proceed with
7 any cross-examination. Does Evergy have any
8 cross-examination?

9 MR. ZOBRIST: No questions, Judge.

10 JUDGE JACOBS: Thank you. I believe Staff
11 would be up next. Any questions from Staff?

12 MS. MYERS: No questions, Judge.

13 JUDGE JACOBS: And Missouri Industrial Energy
14 Consumers?

15 MS. PLESCIA: No questions.

16 JUDGE JACOBS: Midwest Energy Consumers Group?

17 MR. WOODSMALL: No, thank you.

18 JUDGE JACOBS: And Renew Missouri?

19 MR. OPITZ: No, thank you, Judge.

20 JUDGE JACOBS: Office of the Public Counsel?

21 MR. HALL: Yes, thank you, Judge.

22 CROSS-EXAMINATION BY MR. HALL:

23 Q. Good afternoon, Ms. Roberto.

24 A. Good afternoon.

25 Q. Ms. Roberto, are you familiar with a group

1 commonly referred to as NARUC?

2 A. Yes, sir.

3 Q. What is that group?

4 A. It is the National Association for Regulatory
5 Utility Commissioners.

6 Q. Weren't you invited to speak at a NARUC
7 function this week?

8 A. No.

9 Q. Was it last week?

10 A. I actually spoke at the NACA this week, and I
11 have not spoken at NARUC this year.

12 Q. Thank you. My mistake. What is NACA?

13 A. That's the National Association of Consumer
14 Advocates.

15 Q. What was the NACA function you spoke at?

16 A. It was the annual meeting.

17 Q. What did you speak on?

18 A. I had a 15-minute vignette talking about lost
19 revenue recovery for COVID.

20 Q. Do you recall speaking on Evergy's earnings
21 during your talk?

22 A. I did.

23 Q. Did you speak on Evergy's second financial
24 quarter earnings for this year?

25 A. I did. I referenced the same information that

1 I filed in my testimony.

2 Q. How do Evergy's second financial quarter
3 earnings for this year compare to last year?

4 A. They were better in the second quarter of 2020
5 than they were in the second quarter of 2019.

6 Q. This increase has happened even with the rise
7 in COVID-19?

8 A. COVID happened, yes, in 2020.

9 Q. Thank you. Ms. Roberto, your counsel
10 mentioned that you were a former Public Service
11 Commissioner. In what state were you a commissioner?

12 A. The state of Ohio.

13 Q. For how long?

14 A. One term.

15 Q. How long is a term in Ohio?

16 A. It's five years.

17 Q. So your experience on the Ohio Commission
18 forms your testimony today?

19 A. Yes.

20 MR. HALL: No further questions. Thank you.

21 THE WITNESS: Thank you.

22 JUDGE JACOBS: Do we have any questions from
23 National Housing Trust?

24 MR. LINHARES: I have no questions for the
25 witness. Thank you, Judge.

1 JUDGE JACOBS: So it looks like we would be
2 ready for any questions from the Commission. Are there
3 any Commissioner questions? Okay. So I have a
4 question.

5 QUESTIONS BY JUDGE JACOBS:

6 Q. Apparently, Ms. Roberto, you have addressed a
7 consumer advocacy group in regard to Evergy's second
8 quarter earnings, was that right, for 2020; is that
9 accurate?

10 A. Your Honor, I addressed -- Yes, I addressed a
11 consumer advocate organization. The larger topic was
12 how are commissions looking at lost revenue recovery.

13 Q. Yes. And because you had submitted testimony
14 in this case, you had some stuff to say about that
15 apparently. You provided opinions on that topic in
16 other cases?

17 A. I have also testified in Indiana.

18 Q. Okay. So did you look at third quarter
19 earnings at all, I'm just wondering, since those would
20 have been available?

21 A. No, I did not.

22 JUDGE JACOBS: Okay. All right. So that was
23 all I was wondering. And I'm not seeing any additional
24 questions. I don't see anything in my email indicating
25 someone is trying to get in. So if there's any recross,

1 we can go to that if Evergy had anything they wanted to
2 ask. What I'm going to do here instead of doing a roll
3 call is ask the parties if they would like to engage in
4 recross.

5 MR. ZOBRIST: No further questions from
6 Evergy.

7 JUDGE JACOBS: Thank you. Ms. Myers is
8 indicating no for Staff. Ms. Plescia has not indicated
9 anything. Midwest Energy Consumers Group, I cannot see
10 Mr. Woodsmall's face.

11 MR. WOODSMALL: No, Your Honor.

12 JUDGE JACOBS: Thank you. Renew Missouri does
13 not look like Mr. Opitz wants to ask any questions.
14 Office of Public Counsel, did you have anything else?

15 MR. HALL: None further. Thank you.

16 JUDGE JACOBS: Thank you so much. And
17 National Housing Trust?

18 MR. LINHARES: No, none, Judge. Thank you.

19 JUDGE JACOBS: Okay. And any redirect from
20 Sierra Club?

21 MS. HENRY: No redirect, Your Honor.

22 JUDGE JACOBS: Okay. Well, Ms. Roberto, I
23 would like to apologize to you. I have been paying
24 close attention today. I just had to deal with
25 something very quickly. I apologize for that and I

1 appreciate your appearing here today. Thank you so
2 much. That will conclude your testimony.

3 THE WITNESS: Thank you, Your Honor.

4 JUDGE JACOBS: So according to my outline,
5 that should put us at Staff's witnesses. So that's
6 where we are right now. Ms. Myers, are you ready to go
7 with witnesses?

8 MS. MYERS: Yes, Judge. We would call Kim
9 Bolin.

10 JUDGE JACOBS: Thank you so much.

11 MS. MYERS: We can check and see if Ms.
12 Bolin's video is working and audio.

13 JUDGE JACOBS: I do see Ms. Bolin here. Go
14 ahead, ma'am.

15 THE WITNESS: Can you hear me?

16 JUDGE JACOBS: Yes, we can. So Ms. Myers, is
17 it okay if I just swear Ms. Bolin in first here and then
18 I'll hand her off to you.

19 MS. MYERS: Yes.

20 (Witness sworn.)

21 JUDGE JACOBS: Thank you so much.

22 KIMBERLY BOLIN,
23 called as a witness in behalf of Staff, being sworn,
24 testified as follows:

25 DIRECT EXAMINATION BY MS. MYERS:

1 Q. Ms. Bolin, please state your full name for the
2 record?

3 A. My name is Kimberly Bolin. Bolin is spelled
4 B-o-l-i-n.

5 Q. Thank you. Where are you employed and in what
6 capacity?

7 A. I'm employed by the Missouri Public Service
8 Commission as Utility Regulatory Manager.

9 Q. Are you the same Kim Bolin who prepared or
10 caused to be prepared the testimony that's been marked
11 as Staff Exhibit 100 both public and confidential?

12 A. Yes, I am.

13 Q. Do you have anything you wish to correct in
14 that testimony?

15 A. Yes. On page 3 of my rebuttal testimony, on
16 line 17 I wish to remove the words in excess of and
17 replace them with up to the. So the sentence should
18 read waived late payment fees up to the amounts included
19 in the cost of service established in the most current
20 rate case.

21 Q. Ms. Bolin, is this correction to both your
22 public and confidential versions?

23 A. Yes, it is.

24 Q. And court reporter, did you get that
25 correction? I believe so. Now, with that in mind, Ms.

1 Bolin, if I asked you these same questions today, would
2 your answers be the same?

3 A. Yes, they would.

4 Q. And so is the information in these documents
5 true and correct to the best of your knowledge and
6 belief?

7 A. Yes, they are.

8 MS. MYERS: Your Honor, Staff would offer
9 Exhibit 100 both public and confidential and tenders Ms.
10 Bolin for cross.

11 JUDGE JACOBS: Okay. So I have to check with
12 you to confirm if the corrections are in the exhibits
13 that were provided to me earlier this week or if there's
14 a new --

15 MS. MYERS: They were not. The exhibits were
16 just those that are filed in EFIS. There's been a
17 correction. If you'd like us to recirculate a corrected
18 version, we can do that.

19 JUDGE JACOBS: Well, we will have to do that
20 at some point in order to make sure the right one gets
21 filed. It sounds like the parties at least would have
22 seen that.

23 MS. MYERS: We will recirculate to everyone.

24 JUDGE JACOBS: Okay. All right. So I think
25 what we can do then is a corrected version as described

1 by Ms. Bolin is going to be circulated. Are there any
2 objections to Staff's Exhibit 100, the corrected
3 version, being admitted to the record in this case? And
4 hearing no objections, the corrected versions of both
5 the public and confidential rebuttal testimony of Ms.
6 Bolin will be admitted to the record. We will talk
7 later about how to make sure that those get marked and
8 filed. Thank you.

9 (STAFF'S EXHIBITS 100C AND 100P WERE RECEIVED
10 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

11 JUDGE JACOBS: And you can proceed, Ms. Myers.

12 MS. MYERS: I tendered the witness for
13 cross-exam.

14 JUDGE JACOBS: I'm sorry.

15 MS. MYERS: Okay.

16 JUDGE JACOBS: So is there any
17 cross-examination from Everyg for Ms. Bolin?

18 MR. ZOBRIST: Just a few questions, Judge.

19 JUDGE JACOBS: We are hearing from Mr. Hack or
20 --

21 MR. ZOBRIST: This is Carl Zobrist.

22 JUDGE JACOBS: Okay. Thank you. Please
23 proceed.

24 CROSS-EXAMINATION BY MR. ZOBRIST:

25 Q. Ms. Bolin, looking at page 6 of your rebuttal

1 testimony, you stated that COVID-19 has changed the way
2 many people live and work. It appears to have had
3 significant financial and operating impacts on
4 utilities; is that correct?

5 A. That is correct.

6 Q. And is that your opinion today?

7 A. Yes, it is.

8 Q. And you stated later on that page on line 7
9 and 8 that it is unknown what the financial incremental
10 cost revenues and/or savings incurred will be as the
11 COVID-19 pandemic continues for an indefinite period of
12 time. Is that still your opinion today?

13 A. Yes, it is.

14 Q. And is it your opinion that at the present
15 time no one really knows when the pandemic is going to
16 end?

17 A. That is correct.

18 Q. So therefore the financial impact that you
19 describe here on page 6 may continue for an indefinite
20 period of time?

21 A. That is correct.

22 Q. Do you have a copy of Exhibit 1, the
23 Non-Unanimous Stipulation and Agreement, before you?

24 A. Yes, I do.

25 Q. I just have a series of general questions

1 about it. If you could turn to section 2. Am I correct
2 that subsections (a) through (d) set forth the four
3 categories of costs to be deferred?

4 A. Yes, it does.

5 Q. And that also includes the savings that may be
6 incurred by Evergy as well, correct?

7 A. I believe the savings are listed on paragraph
8 7, page 3 and 4.

9 Q. And so to the extent there are savings related
10 to things like customer assistance programs, the various
11 payment plans, the 12-month plan, am I correct that
12 those will be offset by savings that occur in other
13 areas of the Company that are related to COVID-19?

14 A. That is correct.

15 Q. And let me just ask you about the deferral
16 periods. Am I correct that there are two deferral
17 periods that are contained within the stipulation?

18 A. Yes, there are.

19 Q. So the first or primary AAO is to begin March
20 20, 2020 and if approved go through March 31, 2021 for a
21 period of 13 months and that's in paragraph 8?

22 A. I have the deferral beginning March 1, 2020
23 and going through March 31, 2021.

24 Q. That's correct. If I misspoke, you spoke
25 correctly. And that's roughly for about an additional

1 month than what Staff's proposal was in your rebuttal
2 which was to end it February 28, 2021; is that correct?

3 A. That is correct.

4 Q. And it's also much shorter than the period of
5 deferral that Evergy initially proposed; is that
6 correct?

7 A. That is correct.

8 Q. Now, the deferral of the bad debt expense, the
9 secondary AAO, would continue for two more quarters if
10 approved by the Commission; is that correct?

11 A. Yes, it would go from April 1, 2021 through
12 September 30, 2021.

13 Q. And this again applies to both costs and cost
14 reductions; is that correct?

15 A. This goes only for uncollectible expense.

16 Q. But are cost reductions also part of that --
17 oh, no, they're not. That's right. Never mind. This
18 case simply deals with the comparison of bad debt today
19 versus the bad debt that's in rates, correct?

20 A. That is correct.

21 Q. And am I correct that Staff reviewed the data
22 that is contained in Exhibit 1 to this stipulation and
23 agrees with the numbers regarding bad debt expense set
24 forth for both Evergy Metro and Evergy Missouri West?

25 A. Yes, I personally reviewed these numbers.

1 Q. And so the provision of this second AAO
2 relates to actual net write-offs per quarter whether
3 they exceed the net write-offs at the last rate case by
4 10 percent or if the net write-offs in the last general
5 case exceed the actual net write-offs by quarter by 10
6 percent; is that correct?

7 A. That is correct.

8 Q. So it's a two-way concept; is that correct?

9 A. Yes. If it exceeds 10 percent, it will be
10 included in the deferral. If it is under 10 percent of
11 what was based in the rates, it will be as an offset to
12 the deferral.

13 Q. And as an offset would therefore reduce the
14 deferral?

15 A. Correct.

16 Q. Okay. And is it also true that the
17 stipulation contained provisions that allow for the
18 extension renewal of both the primary AAO, as well as
19 this secondary AAO?

20 A. Yes, there's provision that if the parties
21 agree or Commission order can be ordered to extend the
22 deferral period.

23 Q. And am I correct that overall the Staff
24 supports the provisions in the Non-Unanimous Stipulation
25 and Agreement and requests that the Commission approve

1 it?

2 A. Yes.

3 Q. And Staff's opinion is that if approved it
4 would be adjusted reasonable outcome; is that your
5 opinion?

6 A. Yes.

7 MR. ZOBRIST: Nothing further, Judge.

8 JUDGE JACOBS: Thank you. Do we have any
9 cross-examination from Missouri Industrial Energy
10 Consumers?

11 MS. PLESCIA: No, thank you, Judge.

12 JUDGE JACOBS: Thank you. And Midwest Energy
13 Consumers Group?

14 MR. WOODSMALL: No questions. Thank you.

15 JUDGE JACOBS: Thank you. Sierra Club, do you
16 have any questions?

17 MS. HENRY: No questions from Sierra Club,
18 Your Honor.

19 JUDGE JACOBS: Thank you. Renew Missouri, any
20 questions?

21 MR. OPITZ: No, thank you, Judge.

22 JUDGE JACOBS: And Office of the Public
23 Counsel, Mr. Hall, do you have any questions?

24 MR. HALL: Yes, briefly.

25 CROSS-EXAMINATION BY MR. HALL:

1 Q. Ms. Bolin, good afternoon.

2 A. Good afternoon.

3 Q. Are you familiar with the Commission's cold
4 weather rule?

5 A. I am somewhat familiar with it, yes.

6 Q. Can you speak to what a customer's payment
7 arrangements are if they qualify for the cold weather
8 rule?

9 A. I could not do that. I don't know the details
10 to the cold weather rule.

11 Q. Which Staff witness on the -- I guess on the
12 agenda should I direct those questions to?

13 A. I'm going to guess it would be Natelle
14 Dietrich.

15 MR. HALL: Thank you. No further questions.

16 JUDGE JACOBS: Okay. Thank you. And National
17 Housing Trust?

18 MR. LINHARES: I have no questions. Thank
19 you.

20 JUDGE JACOBS: Thanks. So we're up to
21 possible questions for Ms. Bolin from the Commission.
22 Do we have any Commissioner questions at this time? Let
23 me check my email. I don't have any pending questions.

24 QUESTIONS BY JUDGE JACOBS:

25 Q. I would like to ask Ms. Bolin, Ms. Bolin, if

1 you were trying to figure out Evergy's net income or
2 income for the year, are there any specific filings with
3 the Commission that you would look at?

4 A. Yes. You could look at the most recent rate
5 case that was on file, the accounting schedules to that.
6 It was a couple years ago. I don't think it would be
7 too outdated. Or you possibly could look at the
8 quarterly FAC surveillance filings that are filed with
9 the Commission.

10 Q. Okay. And are those the surveillance reports
11 that were referred to by an Evergy witness earlier
12 today? I don't know if you observed that testimony or
13 not.

14 A. I believe they are the same ones that Darrin
15 Ives was talking about.

16 Q. Okay. And so those are something that might
17 be called a surveillance report?

18 A. Yes.

19 Q. Now your testimony is telling us that those
20 are related to the FAC?

21 A. Yes. They're called FAC quarterly
22 surveillance reports.

23 Q. Okay. And are those confidential filings?

24 A. I am not sure on that. Yes, they are. It
25 appears they are confidential. Sorry. Looking at EFIS

1 right now, yes, they are confidential.

2 Q. Okay. Is the annual report filed with the
3 Commission of any use as far as income goes?

4 A. You could use it. You'd have to sort through
5 some of the data, but it possibly could be used.

6 Q. And when I went looking around EFIS, I noticed
7 something called FERC Form 1, which obviously the PSC is
8 not FERC, but there it was. It was FERC Form 1. Is
9 that useful if that's filed with the Commission?

10 A. That would contain both Missouri and Kansas
11 information. It would probably be best to look at
12 Missouri only information.

13 Q. Okay. All right. Then I'm going to ask you
14 about the different measures that Evergy has taken for
15 their customers in this situation in response to COVID.
16 Is it Staff's position that all of those measures are
17 eligible for deferral at this time or are there parts of
18 that program that are not of the agreement?

19 A. I am not real familiar with the programs, but
20 we did agree to what is stated in the stipulation about
21 all the programs except for the ones identified in
22 paragraph 17.

23 Q. Okay.

24 A. That question may be better related to Ms.
25 Dietrich.

1 Q. Thank you. I'm consulting one more thing to
2 figure out if I have another question for you. So thank
3 you for being patient with me. I presume that it would
4 be accurate that Staff's position is that any of the
5 pandemic-related savings that should be booked against a
6 regulatory liability are those items that are specified
7 in the agreement?

8 A. Yes, they are specified. They're listed on
9 page 3(a) through (h).

10 Q. Okay. And is it accurate that Staff has not
11 recommended that a catch-all category be included for
12 other incremental costs or savings? So is it understood
13 under the agreement that all of the possible costs or
14 savings have been identified pretty clearly by category?

15 A. I believe they have been by category.

16 JUDGE JACOBS: Okay. I don't have any other
17 questions for Ms. Bolin. Once again, the floor is open
18 for any Commissioner questions. All right. So that
19 brings us to recross, and Evergy could ask questions if
20 they wanted to.

21 MR. ZOBRIST: Judge, Evergy has no questions.

22 JUDGE JACOBS: Thank you. Missouri Industrial
23 Energy Consumers?

24 MS. PLESCIA: Yes, I do have a question. Good
25 afternoon, Ms. Bolin.

1 THE WITNESS: Good afternoon.

2 RECROSS-EXAMINATION BY MS. PLESCIA:

3 Q. The Judge was asking you about sources of
4 information that would yield -- well, the best sources
5 to find out the Company's income and you talked about
6 the Company's annual report, you talked about
7 surveillance reports, FERC Form 1. In your opinion,
8 which of the sources that you mentioned would be the
9 best source to find out the Company's income?

10 A. I think in this case it would be the most
11 recent accounting schedules that were in the last filed
12 rate case. Those are adjusted for ratemaking purposes.
13 The surveillance is just raw data that has not removed
14 or added things that we would normally do in ratemaking.

15 MS. PLESCIA: Thank you. No further
16 questions.

17 JUDGE JACOBS: Do we have any recross from
18 Midwest Energy Consumers Group?

19 MR. WOODSMALL: No, Your Honor.

20 JUDGE JACOBS: Thank you. And Sierra Club?

21 MS. HENRY: No, Your Honor.

22 JUDGE JACOBS: I think I'm getting a negative
23 from Sierra Club. Renew Missouri?

24 MS. HENRY: I'm sorry. That was a negative,
25 Your Honor, yes.

1 MR. OPITZ: No, thank you, Judge.

2 JUDGE JACOBS: Thanks. Office of the Public
3 Counsel, did you have any recross?

4 MR. HALL: Just real quick again.

5 RECROSS-EXAMINATION BY MR. HALL:

6 Q. Ms. Bolin, you're referring to -- In response
7 to Commission questions, you're referring to accounting
8 schedules in a former rate case. Are these schedules
9 attached to particular Staff witness testimony? What is
10 the nature of this filing?

11 A. Those were the Staff accounting schedules
12 filed in Case No. ER-2018-0145 and 0146.

13 Q. Do you know if it's a separate filing or is
14 this attached to witness testimony?

15 A. In that case it was a separate filing. As in
16 most cases, the accounting schedules are a separate
17 filing.

18 MR. HALL: Thank you. No further questions.

19 QUESTIONS BY JUDGE JACOBS:

20 Q. And I think I'm going to have to ask a follow
21 up question just to understand, because I'm having a
22 hard time understanding how accounting schedules from a
23 past rate case are going to help us figure out current
24 or recent income for the Company. So how would that
25 work?

1 A. In this case, it's been maybe two years since
2 that last case. So I think the data would be fairly up
3 to date. And the data used for the accounting schedules
4 would reflect all of the ratemaking normalizations and
5 annualizations that go on during a rate case. The data
6 from the FAC filings is more just pure raw data that has
7 not been annualized, normalized like we do in ratemaking
8 procedures.

9 Q. So would it theoretically be possible to take
10 that surveillance reports and perform some of those
11 procedures or calculations to annualize and normalize
12 and do those technical things that you just mentioned?

13 A. That would consist of a whole new rate case.

14 JUDGE JACOBS: There was a newbie question if
15 you ever heard one. So National Housing Trust, did you
16 have any questions for Ms. Bolin?

17 MR. LINHARES: No, thank you, Your Honor.

18 JUDGE JACOBS: Okay. Ms. Myers, did you have
19 any redirect?

20 MS. MYERS: Briefly, Judge. I won't belabor
21 the point.

22 REDIRECT EXAMINATION BY MS. MYERS:

23 Q. Ms. Bolin, you've been asked several questions
24 about accounting schedules, and from my understanding of
25 what you're suggesting is that you can look at the

1 accounting schedules from the last rate case,
2 ER-2018-0145 and 0146, and then a good comparison would
3 be in Evergy's next rate case, which they will be filing
4 as commented earlier in early 2022, the accounting
5 schedules in that case, making a comparison there would
6 be a good comparison?

7 A. That might work, yes.

8 Q. And also to I guess dive into your testimony,
9 you talked about how, you know, an authorization of an
10 AAO or deferral is not a guarantee recovery, correct?

11 A. That is correct.

12 Q. So what does Staff look at then if something
13 is -- cost savings are authorized to be deferred? Do we
14 then look at those costs in a rate case?

15 A. Yes, we do.

16 MS. MYERS: Thank you, Ms. Bolin. That's all
17 I have.

18 JUDGE JACOBS: Thank you very much, Ms. Bolin.
19 That will conclude your testimony at this time. And did
20 you want to call your next witness now, Ms. Myers?

21 MS. MYERS: Yes, Judge. We would call Staff
22 Witness Byron Murray. Byron, is your camera and audio
23 working? I know I saw him on here earlier.

24 JUDGE JACOBS: Yeah, he was on here bright and
25 early.

1 MS. MYERS: I'm taking a quick look. Byron, I
2 can see your name. Are you able to do video at all?

3 THE WITNESS: Yes, I just had to unmute the
4 computer there. I'm here. Go right ahead.

5 MS. MYERS: Hello there. Good afternoon. All
6 right, Judge. Staff would call Byron Murray.

7 JUDGE JACOBS: Thank you very much. Mr.
8 Murray, would you please raise your right hand, sir?

9 (Witness sworn.)

10 JUDGE JACOBS: Thank you, sir. You may
11 proceed.

12 BYRON MURRAY,
13 called as a witness in behalf of the Staff, being sworn,
14 testified as follows:

15 DIRECT EXAMINATION BY MS. MYERS:

16 Q. Good afternoon, Mr. Murray. Could you please
17 state your full name for the record?

18 A. Byron Murray, M-u-r-r-a-y.

19 Q. Mr. Murray, where are you employed and in what
20 capacity?

21 A. Public Service Commission Staff as an
22 economist.

23 Q. Are you the same Byron Murray who prepared or
24 caused to be prepared the Staff rebuttal testimony
25 that's been marked as Exhibit 101?

1 A. Yes.

2 Q. Do you have anything you wish to correct in
3 that testimony? I'm sorry, Byron, if you responded, I
4 couldn't hear you. Do you have any corrections?

5 A. I said no.

6 Q. Okay. Thank you. With that in mind, if I
7 asked you these same questions today, would your answers
8 be the same?

9 A. Yes, they would.

10 Q. Is the information in that document true and
11 correct, to the best of your knowledge and belief?

12 A. Yes, it is.

13 MS. MYERS: Your Honor, Staff offers Staff
14 Exhibit 101 and tenders Mr. Murray for cross.

15 MR. HACK: So Ms. Myers, this is Rob Hack. I
16 don't have any questions for Mr. Murray, but I was
17 having difficulty understanding his responses because I
18 think there might be a bandwidth issue. So I wonder,
19 just trying to be constructive, if he turns his camera
20 off if that might help his audibility.

21 MS. MYERS: That is fine with me now that he's
22 been sworn in, Judge. Is that fine with you?

23 JUDGE JACOBS: Yeah, that's fine. It sounds
24 to me like the mike is not quite catching up with him.
25 So he starts talking. It doesn't catch it right away.

1 So we could try cutting the video and see if that helps.

2 THE WITNESS: Okay. Will do. Thank you.

3 JUDGE JACOBS: All right. So Ms. Myers had
4 offered Exhibit 101. Was that right?

5 MS. MYERS: Yes, Judge.

6 JUDGE JACOBS: Okay. And are there any
7 objections to admitting Exhibit 101, which is
8 Mr. Murray's rebuttal testimony? Hearing no objections,
9 Exhibit 101 will be admitted to the record.

10 (STAFF'S EXHIBIT 101 WAS RECEIVED INTO
11 EVIDENCE AND MADE A PART OF THIS RECORD.)

12 JUDGE JACOBS: And Mr. Murray is now available
13 for cross, and we will be starting with Evergy and I
14 think Mr. Hack or Mr. Zobrist, I'm not sure who was
15 talking before --

16 MR. HACK: This is Mr. Hack.

17 JUDGE JACOBS: -- you'd indicated no
18 questions, sir; is that right?

19 MR. HACK: That is correct.

20 JUDGE JACOBS: All right. Missouri Industrial
21 Energy Consumers, any questions for Mr. Murray?

22 MS. PLESCIA: No questions. Thank you.

23 JUDGE JACOBS: Thank you. And Midwest Energy
24 Consumers Group?

25 MR. WOODSMALL: No questions.

1 JUDGE JACOBS: And Sierra Club?

2 MS. HENRY: No questions, Your Honor.

3 JUDGE JACOBS: Renew Missouri?

4 MR. OPITZ: No questions, Judge.

5 JUDGE JACOBS: Office of the Public Counsel?

6 MR. HALL: No questions, Judge. Thank you.

7 JUDGE JACOBS: Thank you. And National
8 Housing Trust?

9 MR. LINHARES: No questions, thank you, Judge.

10 JUDGE JACOBS: All right. Thank you. Will
11 the Commission have any questions for Mr. Murray today?
12 I'm going to check my email to see if anyone is trying
13 to get through to me. I do not see any questions coming
14 through from the Commission at this time. Okay. We did
15 not have any cross. Unless anyone has anything to ask,
16 I think that Mr. Murray has done his job here today.

17 THE WITNESS: Thank you.

18 JUDGE JACOBS: All right. So Mr. Murray, that
19 will conclude your testimony. Thank you very much, sir.

20 MS. MYERS: Judge, if you're ready, Staff
21 would call its next witness, Robin Kliethermes.

22 JUDGE JACOBS: Yes, I think we're ready to go.
23 I haven't seen that witness. Are we going to hear from
24 that witness or see her today?

25 MS. MYERS: I think we might be doing both,

1 but we'll give it a try here.

2 JUDGE JACOBS: I see Ms. Kliethermes.

3 THE WITNESS: I'm here.

4 JUDGE JACOBS: All right. Is it Kliethermes?

5 THE WITNESS: It is Kliethermes, yes.

6 JUDGE JACOBS: Okay. Thank you. Ms.

7 Kliethermes, could you raise your right hand, please?

8 (Witness sworn.)

9 JUDGE JACOBS: Thank you very much. Ms.

10 Myers, you may proceed.

11 MS. MYERS: Thank you.

12 ROBIN KLIETHERMES,

13 called as a witness in behalf of Staff, being sworn,

14 testified as follows:

15 DIRECT EXAMINATION BY MS. MYERS:

16 Q. Ms. Kliethermes, please state your full name
17 for the record.

18 A. Robin Kliethermes, K-l-i-e-t-h-e-r-m-e-s.

19 Q. Thank you. Where are you employed and in what
20 capacity?

21 A. I am employed at the Missouri Public Service
22 Commission as a Regulatory Compliance Manager.

23 Q. Are you the same Robin Kliethermes who
24 prepared or caused to be prepared the rebuttal testimony
25 that's been marked as Staff Exhibit 102?

1 A. I am.

2 Q. Do you have anything you wish to correct in
3 this testimony?

4 A. I do not.

5 Q. So with that in mind, if I asked you the same
6 questions today, would your answers be the same?

7 A. Yes.

8 Q. Is the information in these documents true and
9 correct to the best of your knowledge and belief?

10 A. Yes.

11 MS. MYERS: Your Honor, Staff would offer
12 Exhibit 102 and tenders Ms. Kliethermes for cross.

13 JUDGE JACOBS: Thank you very much. Do I hear
14 any objections to Exhibit 102, which is Ms. Kliethermes'
15 rebuttal testimony? Hearing no objections, that exhibit
16 will be admitted to the record.

17 (STAFF'S EXHIBIT 102 WAS RECEIVED INTO
18 EVIDENCE AND MADE A PART OF THIS RECORD.)

19 JUDGE JACOBS: And Everyg, would you have any
20 cross-examination for this witness?

21 MR. HACK: This is Rob Hack again. The answer
22 is no.

23 JUDGE JACOBS: Thank you. Missouri Industrial
24 Energy Consumers?

25 MS. PLESCIA: No questions, Judge. Thank you.

1 JUDGE JACOBS: Thank you. Midwest Energy
2 Consumers Group?

3 MR. WOODSMALL: None, Your Honor.

4 JUDGE JACOBS: Sierra Club?

5 MS. HENRY: No, Your Honor.

6 JUDGE JACOBS: And any questions from Renew
7 Missouri?

8 MR. OPITZ: No, Judge.

9 JUDGE JACOBS: And Office of the Public
10 Counsel?

11 MR. HALL: No, thank you.

12 JUDGE JACOBS: National Housing Trust?

13 MR. OPITZ: No, thank you, Judge.

14 JUDGE JACOBS: Thank you. So we would be
15 opening the floor for Commissioner questions for Ms.
16 Kliethermes. I'm not seeing any indications that we're
17 going to have any at this point. This is last call for
18 Ms. Kliethermes. I don't believe that we're going to
19 have anything. Thank you very much, ma'am. That will
20 conclude your testimony today.

21 THE WITNESS: Thank you.

22 MS. MYERS: Judge, if you're ready, we can
23 call our last Staff witness, which is Natelle Dietrich.

24 JUDGE JACOBS: Okay. I think we can proceed
25 with Ms. Dietrich today. I see Ms. Dietrich on the

1 video here. Ms. Dietrich, do you want to say hello to
2 make sure we can hear you?

3 THE WITNESS: Hello.

4 JUDGE JACOBS: Great. All right. If you want
5 to raise your right hand, I will swear you in.

6 (Witness sworn.)

7 JUDGE JACOBS: Thank you very much. Ms.
8 Myers, you may proceed.

9 MS. MYERS: Thank you.

10 NATELLE DIETRICH,
11 called as a witness in behalf of the Staff, being sworn,
12 testified as follows:

13 DIRECT EXAMINATION BY MS. MYERS:

14 Q. Ms. Dietrich, please state your full name for
15 the record.

16 A. Natelle, N-a-t-e-l-l-e, Dietrich,
17 D-i-e-t-r-i-c-h.

18 Q. Thank you. Where are you employed and in what
19 capacity?

20 A. I'm employed by the Public Service Commission
21 as the Director of Industry Analysis Division.

22 Q. Are you the same Natelle Dietrich who prepared
23 or caused to be prepared the surrebuttal testimony
24 that's been marked as Staff Exhibit 103?

25 A. Yes.

1 Q. Do you have anything you wish to correct in
2 this testimony?

3 A. No, I do not.

4 Q. With that in mind, if I asked you the same
5 questions today, would your answers be the same?

6 A. Yes.

7 Q. So is the information in the document true and
8 correct to the best of your knowledge and belief?

9 A. Yes, it is.

10 MS. MYERS: All right. Your Honor, Staff
11 would offer Exhibit 103 and tender Ms. Dietrich for
12 cross.

13 JUDGE JACOBS: Do I hear any objections to
14 Exhibit 103? That is Ms. Dietrich's surrebuttal
15 testimony. That will be admitted as Exhibit 103.

16 (STAFF'S EXHIBIT 103 WAS RECEIVED INTO
17 EVIDENCE AND MADE A PART OF THIS RECORD.)

18 JUDGE JACOBS: Do we have any
19 cross-examination for Ms. Dietrich from Everyg?

20 MR. HACK: Yes, Judge, this is Rob Hack again.
21 I have a few questions for Ms. Dietrich.

22 JUDGE JACOBS: Please proceed.

23 CROSS-EXAMINATION BY MR. HACK:

24 Q. Good afternoon, Ms. Dietrich.

25 A. Good afternoon.

1 Q. As a preliminary kind of big picture measure,
2 Staff does support adoption of the Non-Unanimous
3 Stipulation and Agreement, correct?

4 A. That's correct.

5 Q. And do you have that document in front of you?

6 A. Yes, I do.

7 Q. I'd like to walk through a few provisions of
8 it if we may.

9 A. Okay.

10 Q. Does the Non-Unanimous Stipulation and
11 Agreement put forward additional customer protections in
12 paragraphs 16 and 18 relative to the original positions
13 of the Staff?

14 A. Yes. And I would --

15 JUDGE JACOBS: You're going to have to repeat
16 that answer, Ms. Dietrich. You were cutting out.

17 THE WITNESS: Okay. I'm sorry. I said yes, I
18 would agree with that and specifically the agreement,
19 for instance, in paragraph 16 where the Company agrees
20 to work with Staff and the Office of the Public Counsel
21 and National Housing Trust to review the existing
22 program.

23 BY MR. HACK:

24 Q. And that paragraph also speaks to consulting
25 with Staff and OPC, National Housing Trust by the

1 Company with respect to extending its continued offer of
2 12-month payment plans past December 31 for small
3 business customers and past March 31, the end of the
4 cold weather rule, for residential customers?

5 A. That is correct.

6 Q. And does paragraph 18 add some protections
7 related to the Company's commitment to not report
8 external -- to external credit reporting agencies
9 through March 31, an extension past the current plan of
10 12/31?

11 A. It does not mention -- It does not mention the
12 date, but it does say for the duration of the AAO.

13 Q. So we'll talk about that. As a general matter
14 unless the Commission changes the dates set forth in the
15 Non-Unanimous Stipulation and Agreement, March 31, 2020
16 is the termination date of the initial deferral period,
17 correct -- 2021, I'm sorry.

18 A. Yes, that's correct.

19 Q. Okay. As an additional customer protection
20 mentioned in paragraph 18, the Company has agreed to
21 continue waiving late payment fees through that same
22 period?

23 A. That's correct.

24 Q. And an additional customer protection provided
25 in that paragraph is the waiver of reconnect fees that

1 would commence with the effective date of the
2 Commission's order approving the stipulation and
3 agreement and run through March 31, correct?

4 A. That's correct.

5 Q. In your opinion, is the adoption of these
6 additional customer protections a reasonable outcome?

7 A. Yes, it is.

8 Q. And in particular, the commitment of the
9 company to consult with Staff, OPC and NHT regarding
10 additional customer assistance programs and the
11 potential continuation of 12-month payment plans, do you
12 think that that's reasonable in light of the level of
13 uncertainty regarding the pandemic in place?

14 A. Yes, I do.

15 Q. Does the Non-Unanimous Stipulation and
16 Agreement put forward additional reporting requirements
17 relative to the original positions of the Staff?

18 A. Paragraph 9 discusses the reporting
19 requirements.

20 Q. And is it fair to say that items (a) through
21 (i) of paragraph 9 have generally been provided by the
22 Company to Staff and OPC from early on in the pandemic?

23 A. Yes, it is.

24 Q. And does that information that would be
25 reported allow for a look at customer payment behavior

1 and practices?

2 A. I think that's a fair characterization.

3 Q. Now, paragraph (j) of paragraph 9 calls for
4 the reporting of accounts receivable balances, including
5 balances that are subject to payment plan agreements.
6 Do you see that?

7 A. Yes, I do.

8 Q. And would you say that that information allows
9 for a look at the risk that the Company may be exposed
10 to associated with these extended payment plans granted
11 under the pandemic?

12 A. I don't know that that is the correct word,
13 but I would agree that it allows parties to look at the
14 Company's exposure.

15 Q. Thank you. In your view, is the reporting
16 called for in the Non-Unanimous Stipulation and
17 Agreement reasonable?

18 A. Yes, it is.

19 Q. Just a couple of more questions. Do you have
20 sufficient information to provide the Commission with
21 maybe an assessment or a comparison of the measures
22 taken by Everyg to assist customers with the pandemic,
23 you know, prior to engaging in full AAO negotiations
24 compared to measures taken by Spire and/or
25 Missouri-American Water relative to their negotiations

1 on the AAO?

2 A. I'm familiar with. I would also speak off the
3 top of my head the exact timing and the comparison of
4 the programs, but I am comfortable in saying that Evergy
5 was proactive in its response.

6 Q. And I don't want to put words in your mouth,
7 Ms. Dietrich; but compared to the other two companies
8 that we've seen, was Evergy more proactive, less
9 proactive or the same in your general opinion?

10 A. I think I'd have to do more research before I
11 would be comfortable putting that kind of adjective on
12 it or any kind of adjective on it.

13 Q. Okay. Fair enough. So why in this
14 stipulation and agreement, if you can answer, did Staff
15 agree to the secondary deferral period for
16 uncollectibles in this case?

17 A. That I cannot answer.

18 MR. HACK: Very good. I believe that is all
19 of the cross that I have. Thank you.

20 THE WITNESS: Thank you.

21 JUDGE JACOBS: Is there any cross from
22 Missouri -- actually what I'm going to do first before
23 we proceed, Ms. Dietrich, are you using a speaker phone?

24 THE WITNESS: Yes.

25 JUDGE JACOBS: Okay. I think what we probably

1 should do is disconnect whatever your video is and stop
2 using the speaker phone and just use a phone in a normal
3 way, because there's an echo that's making it hard to
4 understand you today. Could we give that a try?

5 THE WITNESS: Sure.

6 JUDGE JACOBS: So once you have your speaker
7 phone turned off, will you just --

8 THE WITNESS: Is this better?

9 JUDGE JACOBS: I think so. And then you have
10 no other connections; you're not running the webstream,
11 for instance, or otherwise connected to this call; your
12 only connection is your phone?

13 THE WITNESS: I can still see the video.

14 JUDGE JACOBS: Okay. Well, I do think the
15 audio seems better to me. Ms. Bentch, is that better
16 for you? Okay. Do we have any cross-examination from
17 Missouri Industrial Energy Consumers? And actually the
18 other thing I'm going to ask is that the KC conference
19 call group mute their lines. Okay.

20 MS. PLESCIA: No questions for Ms. Dietrich.

21 JUDGE JACOBS: Thank you. And Midwest Energy
22 Consumers Group?

23 MR. WOODSMALL: No questions, Your Honor.

24 JUDGE JACOBS: Sierra Club?

25 MS. HENRY: No questions, Your Honor.

1 JUDGE JACOBS: Renew Missouri?

2 MR. OPITZ: No, thank you, Your Honor.

3 JUDGE JACOBS: Thank you. Office of the
4 Public Counsel?

5 MR. HALL: Thank you, Judge.

6 CROSS-EXAMINATION BY MR. HALL:

7 Q. Ms. Dietrich, good afternoon.

8 A. Good afternoon.

9 Q. Did you hear me asking Ms. Bolin about the
10 cold weather rule?

11 A. Yes, I did.

12 Q. Can you speak to the cold weather rule?

13 A. Generally it depends on how specific you want
14 to get.

15 Q. When can customers apply for protection under
16 the cold weather rule?

17 A. The cold weather rule runs from November 1
18 through March 31.

19 Q. What are the payment obligations for customers
20 -- sorry. Let me rephrase that. What is a customer's
21 payment obligations when they're under the cold weather
22 rule? Ms. Dietrich, did you hear me?

23 A. Yes. I'm sorry. I'm going through the rule
24 to refresh my memory. The customer must pay at least 50
25 percent of the actual bill for usage during the billing

1 period or any level bill amount that they have during
2 the period.

3 Q. And the remaining 50 percent?

4 A. I believe it's amortized, if you will, over 12
5 months.

6 Q. Is that similar then to a 12-month payment
7 plan?

8 A. It would be similar, yes.

9 Q. And this is offered by the Commission, not any
10 particular utility, correct?

11 A. It's not offered by the Commission. It's
12 required by Commission rule.

13 Q. Thank you for that clarification. Ms.
14 Dietrich, when preparing your testimony, did you review
15 deferral accounting orders in other states?

16 A. I did not.

17 Q. Since writing your testimony, have you
18 reviewed other states' deferral accounting orders
19 regarding COVID-19?

20 A. I have not.

21 Q. Did you review the Kansas Corporate
22 Commission's order granting Evergy Kansas' requested
23 COVID-19 related deferral accounting?

24 A. I have not.

25 Q. Did you review -- So right now you cannot

1 speak to any other Commission order to compare it to the
2 stipulation that Staff is supporting?

3 A. That's correct.

4 MR. HALL: Thank you. No further questions.
5 I really hate to do this. I actually just remembered
6 something, Judge.

7 JUDGE JACOBS: Go ahead.

8 BY MR. HALL:

9 Q. Ms. Dietrich, counsel for Evergy asked you why
10 Staff had agreed to the second deferral period for bad
11 debts that is included in the stipulation and agreement
12 and I believe you remarked that you can't answer that.
13 I want to ask why.

14 A. I could not.

15 Q. Sorry. Could you repeat that?

16 A. I said I could not answer that.

17 MR. HALL: I'm going to wait to see if the
18 court reporter nods that she got it now.

19 THE COURT REPORTER: One more time.

20 BY MR. HALL:

21 Q. Ms. Dietrich, could you repeat what you just
22 said?

23 A. I said that my response was that I could not
24 answer that.

25 Q. Thank you. And I want to ask you why could

1 you not answer that question?

2 A. I was not involved -- I was involved in the
3 review of the entire stipulation and agreement, but Ms.
4 Bolin was more directly involved in the accounting, if
5 you will, aspects of it.

6 MR. HALL: No further questions. Thank you.

7 JUDGE JACOBS: Do we have any questions from
8 National Housing Trust?

9 MR. LINHARES: I have no questions for the
10 witness. Thank you.

11 JUDGE JACOBS: Thank you. And we would open
12 the floor to Commissioner questions at this point for
13 Ms. Dietrich. I don't see that we have any of those
14 coming through.

15 QUESTIONS BY JUDGE JACOBS:

16 Q. I can ask a question about reporting and I'm
17 wondering, Ms. Dietrich, if you're familiar with some
18 recommendations for reporting that were made by the
19 witness or one of the witnesses for Office of the Public
20 Counsel, Dr. Marke. Is that something that you're
21 familiar with?

22 A. Yes.

23 Q. Okay. And I believe that your testimony in
24 surrebuttal was filed before the parties in this case
25 reached a non-unanimous agreement?

1 A. That's correct.

2 Q. Okay. And then in your rebuttal or
3 surrebuttal testimony you did address the
4 appropriateness of some of the reporting recommendations
5 that were being made. And so my question is whether
6 Staff's position had changed on what kind of reporting
7 is appropriate?

8 A. In response to Dr. Marke, a lot of what he
9 recommended was included in the stipulation or similar
10 to the stipulation, and so we support the reporting
11 requirements that are included in the stipulation.

12 Q. And I apologize if you've been asked this
13 question already. So is it your opinion that the
14 reporting requirements in the stipulation are adequate
15 and additional reporting isn't necessary?

16 A. Yes, I believe the reporting requirements in
17 the stipulation are adequate.

18 JUDGE JACOBS: Okay. Is there any recross for
19 Ms. Dietrich today from Evergy?

20 MR. HACK: Rob Hack here. No, thank you.

21 JUDGE JACOBS: And Missouri Industrial Energy
22 Consumers, anything for you?

23 MS. PLESCIA: No questions. Thank you.

24 JUDGE JACOBS: Midwest Energy Consumers?

25 MR. WOODSMALL: No, Your Honor.

1 JUDGE JACOBS: Sierra Club?

2 MS. HENRY: No, Your Honor.

3 JUDGE JACOBS: Thank you. Renew Missouri?

4 MR. OPITZ: No, Your Honor.

5 JUDGE JACOBS: And Office of the Public
6 Counsel?

7 MR. HALL: No, thank you.

8 JUDGE JACOBS: National Housing Trust?

9 MR. LINHARES: No, thank you, Your Honor.

10 JUDGE JACOBS: Ms. Myers, did you have any
11 redirect?

12 MS. MYERS: No redirect, Judge.

13 JUDGE JACOBS: Thank you. Ms. Dietrich, thank
14 you very much for appearing today. That concludes your
15 testimony at this time.

16 THE WITNESS: Thank you.

17 JUDGE JACOBS: Okay. So we are at about 4:39
18 in the afternoon. I think that my preference at this
19 point would be to close the proceedings for the day and
20 pick up, although I did just see a probably witness drop
21 his head in dejection at that news. I'm assuming that
22 that is the one witness that Mr. Woodsmall and Ms.
23 Plescia were hoping to present. So I hate to see people
24 disappointed.

25 THE WITNESS: I appreciate that.

1 JUDGE JACOBS: I understand. Initially the
2 plan was that this witness needed to appear today and
3 then I was informed it's okay, he's also available
4 tomorrow. Is there a strong preference to have this
5 witness appear this evening before we close?

6 MR. WOODSMALL: Your discretion, Your Honor.
7 We can make him available tomorrow.

8 JUDGE JACOBS: Well, it's 4:40. So you know,
9 we can certainly go for another half an hour very
10 easily. I just don't know how long it's going to go.

11 MR. WOODSMALL: We can get him started and we
12 can stop whenever you're ready.

13 MR. HALL: Judge, if it's of any assistance,
14 OPC has no questions for Mr. Meyer.

15 MS. HENRY: Sierra Club will have no questions
16 either.

17 JUDGE JACOBS: Let's go ahead and try to get
18 going with this witness because it's not five o'clock
19 yet. So does anyone need a break before we start with
20 this witness? All right. So let's go. I understand
21 this witness is Greg Meyer. And this witness is offered
22 by two parties. So how are those two parties handling
23 that?

24 MR. WOODSMALL: I'll be sponsoring the
25 witness, Your Honor.

1 MS. PLESCIA: We're both sponsoring the
2 witness, but I'm fine if Mr. Woodsmall wants to go
3 ahead. Also, I had mismarked the exhibits as 300 and
4 301. If I were marking them for MIEC, I would mark them
5 as 900 and 901. However you want the record to reflect
6 that, but I'm fine if Mr. Woodsmall wants to go ahead
7 and tender the witness, et cetera.

8 JUDGE JACOBS: I'm not sure. Other people
9 might be of a different opinion on this. I think if the
10 record reflects the fact that this witness is being
11 presented or offered by two parties, I don't know that
12 it's necessarily that we also need exhibits reflecting
13 that as well. Is that something that you're comfortable
14 with, Ms. Plescia, that there would be one exhibit or
15 are you more comfortable if your client has their name
16 on this witness's testimony as far as an exhibit goes?

17 MS. PLESCIA: Well, Judge, I think maybe the
18 solution -- I would prefer that the MIEC be in the
19 record as having -- be a sponsor of the exhibit but if
20 it's possible to just add that in the record as, you
21 know, just adding the MIEC's name, I think we can refer
22 to the same exhibit. So it's the same exhibit but maybe
23 change the title of it so that it's clear that it's
24 sponsored by both parties, that would be helpful, if
25 that works.

1 JUDGE JACOBS: Yes, I think we can do that.
2 And I believe the cover page for this witness's
3 testimony also makes clear this witness appears on
4 behalf of both of these parties. So we'll make sure
5 that the exhibit label reflects that. The record is
6 going to reflect that based on this discussion. And
7 references in the written record will reflect that. So
8 I think we're covered. Then I don't think that requires
9 you to submit additional documents with additional
10 exhibit labels since we've all gone over that now.

11 MS. PLESCIA: Thank you.

12 JUDGE JACOBS: Does that work for you?

13 MS. PLESCIA: Thank you.

14 JUDGE JACOBS: My understanding is
15 Mr. Woodsmall going to present the witness?

16 MR. WOODSMALL: Yes, Your Honor.

17 JUDGE JACOBS: So I'm going to just ask
18 Mr. Meyer to raise his hand. I will swear him in and
19 then I'll let you take over.

20 (Witness sworn.)

21 JUDGE JACOBS: Thank you very much, sir. You
22 may proceed.

23 MR. WOODSMALL: Thank you, Your Honor.

24 GREG MEYER,
25 called as a witness in behalf of MECG and MIEC, being

1 sworn, testified as follows:

2 DIRECT EXAMINATION BY MR. WOODSMALL:

3 Q. Would you state your name for the record?

4 A. Greg Meyer, M-e-y-e-r.

5 Q. And who are you employed by and in what
6 capacity?

7 A. I'm employed by Brubaker & Associates, and I'm
8 a principal with the firm.

9 Q. And has Brubaker & Associates, more
10 specifically you, been retained in this matter?

11 A. Yes.

12 Q. And did you cause to be filed what has been
13 marked as Exhibit 300, rebuttal testimony, and 301,
14 surrebuttal testimony?

15 A. Yes.

16 Q. Do you have any corrections to make to those
17 pieces of testimony?

18 A. I do. On page 4 of my rebuttal testimony,
19 line 3, the word expectation should be exception. That
20 makes the definition from the USOA correct.

21 Q. Do you have any other corrections to make?

22 A. No.

23 Q. If I were to ask you the same questions today
24 with that change, would your answers be the same?

25 A. They would.

1 Q. And are those answers true and correct to the
2 best of your knowledge?

3 A. They are.

4 MR. WOODSMALL: Your Honor, I'd offer Exhibit
5 300, rebuttal testimony, and 301, Mr. Meyer's
6 surrebuttal testimony, and tender the witness for cross.

7 JUDGE JACOBS: Thank you very much. So you
8 mentioned that you have a minor correction. Is that
9 reflected in the exhibits that were circulated among the
10 parties or will that document be provided later?

11 MR. WOODSMALL: We can file it again. No, it
12 was not in what we circulated. Typically we just make
13 those corrections on the record. Whatever you prefer.

14 JUDGE JACOBS: Okay. Well, sometimes I've
15 seen a corrected document filed.

16 MR. WOODSMALL: A lot of times if there are
17 extensive corrections a party will file an errata sheet,
18 file corrected testimony. A lot of times if it's real
19 minor like this we just make a change on the record.

20 JUDGE JACOBS: I see. Thank you. All right.
21 And you've offered MCEG 300 and 301. That's the Meyer
22 rebuttal and surrebuttal. Neither of these had any
23 confidential portions; is that right?

24 MR. WOODSMALL: No, Your Honor, they don't.

25 JUDGE JACOBS: Okay. And then as we discussed

1 before, this is also offered by Missouri Industrial
2 Energy Consumers as well. So these exhibits will be
3 marked accordingly. So taking the correction, noting
4 the correction, does anyone have any objection to these
5 exhibits being admitted into the record? There are no
6 objections. So Exhibits 300 and 301 offered by these
7 two parties will be admitted to the record.

8 (MECG AND MIEC EXHIBITS 300 AND 301 WERE
9 RECEIVED INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

10 MR. WOODSMALL: Thank you, Your Honor. Tender
11 the witness.

12 JUDGE JACOBS: Thank you very much. Does
13 Everygy have any cross-examination for Mr. Meyer?

14 MR. ZOBRIST: Judge, this is Carl Zobrist. I
15 have just a few questions.

16 JUDGE JACOBS: You can go ahead, sir. Thank
17 you.

18 CROSS-EXAMINATION BY MR. ZOBRIST:

19 Q. Mr. Meyer, I just have a couple of questions
20 about the Non-Unanimous Stipulation and Agreement. Am I
21 correct that in section 2 there were four categories of
22 costs that are to be included in the deferral?

23 A. That's correct.

24 Q. And am I correct that as far as the 12-month
25 plan that Everygy has offered, that is set forth in

1 paragraph 16 on page 8 to be concluded on December 31,
2 2021, but it should be 2020 at the bottom of the final
3 line of that section. Do you agree with that?

4 A. I agree that that changes the date on that
5 page, yes.

6 Q. Now, let me ask you some questions just about
7 the first deferral being referred to as the primary
8 deferral. Am I correct that is to last from March 1,
9 2020 through March 31, 2021 for a period of 13 months?

10 A. That's correct.

11 Q. And that's about a month longer than the
12 proposal in your rebuttal; is that true, sir?

13 A. Yes.

14 Q. But it's much shorter than the proposal that
15 Everyg initially proposed in the application; is that
16 correct?

17 A. It definitely is shorter, yes.

18 Q. And the costs of the customer assistance
19 program and any others would be eligible for deferral if
20 approved by the Commission?

21 A. Yes, pursuant to paragraph 2(c).

22 Q. And they would be offset under paragraph 7 of
23 the Non-Unanimous Stipulation and Agreement by a series
24 of savings that are set forth there?

25 A. That's correct.

1 Q. And then there is what we call the secondary
2 bad debt expense AAO that will continue for two more
3 quarters beyond March 31, 2021, correct?

4 A. That's correct.

5 Q. And that will be determined on a quarter by
6 quarter basis; is that your understanding?

7 A. Yes.

8 Q. And there are a series of amounts from Evergy
9 Metro and Evergy Missouri West's last rate case that are
10 part of the comparison that is set forth in this
11 secondary AAO; is that correct?

12 A. Would you repeat that question?

13 Q. Yeah. In Exhibit 1 to the stipulation there
14 are figures of bad debt from the last rate cases that
15 are to be compared with the actual net write-offs that
16 occurred during the deferral periods; is that correct?

17 A. That's correct. Pursuant to the totals in
18 Exhibit 1.

19 Q. And you've examined the figures in that
20 exhibit and found them to be true and correct?

21 A. We submitted data requests to verify that
22 those totals are correct.

23 Q. And if actual net write-offs per quarter
24 exceed net write-offs from the last rate case by 10
25 percent, such amount would be deferred as a regulatory

1 asset; is that the way it works?

2 A. Yes. If the test is that per the quarter the
3 bad debt write-offs exceed what is reflected in Exhibit
4 1 by 10 percent, greater than 10 percent, then it's
5 allowed to have deferral treatment for that period.

6 Q. And by contrast, if net write-offs in the last
7 general rate case exceed actual net write-offs per
8 quarter by 10 percent, that amount would be an offset to
9 any regulatory asset; is that correct?

10 A. Correct. Similar to the treatment for savings
11 that would be in the first deferral period, yes.

12 Q. And there are also provisions in the
13 stipulation for an extension of these programs either if
14 the parties are agreeing or if they don't, if someone
15 asks the Commission and the Commission approves, they
16 may be extended?

17 A. For what we call the main deferral period, if
18 the pandemic is still present and the parties agree,
19 then it can be extended or the Company can seek the
20 extension through a Commission order.

21 Q. Am I correct that both MECG and MIEC support
22 the provisions of the Non-Unanimous Stipulation and
23 Agreement as a reasonable outcome?

24 A. Yes. Otherwise, we wouldn't have supported
25 it.

1 MR. ZOBRIST: Thank you. No further
2 questions, Judge.

3 JUDGE JACOBS: Thank you. Do we have any
4 cross from Staff?

5 MS. MYERS: No, Judge.

6 JUDGE JACOBS: That was no. I think you got
7 cut off.

8 MS. MYERS: No questions.

9 JUDGE JACOBS: Thank you. Sierra Club?

10 MS. HENRY: No questions, Your Honor.

11 JUDGE JACOBS: Renew Missouri?

12 MR. OPITZ: No, thank you, Judge.

13 JUDGE JACOBS: Office of the Public Counsel?

14 MR. HALL: No, thank you.

15 JUDGE JACOBS: And the National Housing Trust?

16 MR. LINHARES: Yes, Judge, I have some brief
17 questions.

18 JUDGE JACOBS: Okay. Please proceed.

19 CROSS-EXAMINATION BY MR. LINHARES:

20 Q. Afternoon, Mr. Meyer.

21 A. Afternoon.

22 Q. Do you have your surrebuttal testimony in
23 front of you?

24 A. I do.

25 Q. I was wondering if you could turn to page 6.

1 A. I'm there.

2 Q. Okay. I'm looking at the sentence that begins
3 on line 7. You stated that you believe NHT witness
4 Mr. Colton was, quote, using the pandemic as an
5 opportunity to introduce permanent customer payment
6 plans to be implemented for the future even beyond the
7 terms of this pandemic, end quote. Do you see that?

8 A. I do.

9 Q. On what did you base this statement?

10 A. Give me a minute.

11 Q. Okay.

12 A. On page 72 of Mr. Colton's rebuttal testimony,
13 line 5, and I quote, for reasons I outlined below, the
14 offer of these payment plans could extend indefinitely.
15 That's one example. I think there's --

16 Q. Okay. Do you take it to mean, indefinitely to
17 mean indefinitely for the term of the pandemic crisis or
18 indefinitely without qualification?

19 A. I took that as be an indefinite meaning it did
20 not stop with the end of the pandemic. I think there's
21 other examples in Mr. Colton's testimony where he refers
22 to the permanent solutions of programs.

23 Q. There's another piece of your testimony that
24 I'd like you to turn to on, let's see, page 7 of your
25 testimony.

1 A. Okay.

2 Q. Page marked as 7 rather. I'm looking at the
3 sentence beginning on line 2. You're talking about the
4 National Housing Trust's testimony regarding the use of
5 energy efficiency to reduce arrears and you stated
6 therefore to the extent that its positions were not
7 accepted in that MEEIA case, meaning Evergy's most
8 recent MEEIA case, NHT is attempting to use this docket
9 as another bite at the apple. Do you see that?

10 A. I do.

11 Q. And what did you mean by another bite at the
12 apple?

13 A. In the energy efficiency case, the MEEIA case,
14 I'm sorry, your witness was Ms. Frank, and she testified
15 that the energy efficiency programs dedicated towards
16 low income customers was significantly underfunded and
17 she said it needed to be increased significantly and
18 then she used the rationale for that as a reduction for
19 uncollectibles. I looked at that and then the testimony
20 of Mr. Colton and it seemed that those were in similar
21 -- lined up similarly or lined up and that's where the
22 quote for another bite at the apple came from.

23 Q. Has Mr. Colton proposed increased energy
24 efficiency funding in this case?

25 A. My understanding that he asked for another

1 million dollars of weatherization to be used.

2 Q. Is that the purview of a MEEIA case?

3 A. I don't know.

4 MR. LINHARES: Okay. Okay. No further
5 questions. Thank you very much.

6 JUDGE JACOBS: Thank you very much. Do we
7 have any questions from the Commission at this point?
8 I'm not seeing anything. Let me check my email really
9 fast. Okay. So is there any recross from Evergy for
10 Mr. Meyer?

11 MR. ZOBRIST: No questions, Your Honor.

12 JUDGE JACOBS: Any recross from Staff?

13 MS. MYERS: No, Judge.

14 JUDGE JACOBS: I think your first word keeps
15 getting cut off. So all I hear is Judge. I think I
16 know what you're telling me. And then Sierra Club?

17 MS. HENRY: No questions, Your Honor.

18 JUDGE JACOBS: Renew Missouri? I haven't
19 heard from Renew Missouri. Office of the Public
20 Counsel, National Housing Trust, anything else you want
21 to ask?

22 MR. HALL: No, thank you.

23 MR. LINHARES: No, thank you, Judge.

24 JUDGE JACOBS: Thank you. Is there any
25 redirect from the two parties who have presented this

1 witness today?

2 MS. PLESCIA: No redirect.

3 MR. WOODSMALL: No redirect, Your Honor.

4 JUDGE JACOBS: That was from both of you at
5 the same time. Mr. Woodsmall said no redirect and Ms.
6 Plescia also said no redirect. Okay. Mr. Meyer, thank
7 you very much. That concludes your testimony.

8 THE WITNESS: Thank you. Thank you for
9 letting me get in tonight.

10 JUDGE JACOBS: Of course. I mean, it's only
11 4:58. What was I thinking. I just didn't know how long
12 it would take. All right. So where we are right now in
13 the process is that we have more than half of our
14 witnesses have been taken care of. It looks like we
15 could come back and take care of the remaining witnesses
16 tomorrow morning. Does anybody have anything that they
17 would like to discuss before we close the proceeding for
18 the evening?

19 MR. FISCHER: Judge, just logistically, can we
20 use the same link in to get to the WebEx tomorrow or do
21 we have something new that we need to use?

22 JUDGE FISCHER: It should be the same. It's
23 actually possible to create a recurring meeting in WebEx
24 and so that's what I tried to do. So we'll be testing
25 that tomorrow morning, but my understanding is that it

1 should work.

2 MR. FISCHER: Thank you.

3 JUDGE JACOBS: I will not be leaving my
4 computer up and running all night long. I will be
5 shutting it off and reconnecting in the morning. I'm
6 usually on about 30 minutes before a hearing gets going.
7 Okay.

8 MR. WOODSMALL: Are we starting at 9:00 again?

9 JUDGE JACOBS: Yes. We will start at 9:00
10 again tomorrow morning. Any other questions? Are there
11 any objections to any of OPC's witnesses being taken out
12 of order tomorrow? We're ready to start at 9:00.
13 Unfortunately I just can't confirm or deny anything
14 right now. I'm just checking now.

15 MR. FISCHER: I have no problems.

16 MR. HALL: Thanks, everyone.

17 JUDGE JACOBS: That was all? Okay. So we
18 will -- I cut somebody off.

19 MR. WOODSMALL: I was just saying it's exactly
20 five o'clock.

21 JUDGE JACOBS: I know. Look at this.
22 Masterful. Okay. So thank you all. We are now off the
23 record and you all have a great evening. I'll see you
24 in the morning.

25 MS. HENRY: Your Honor, Mr. Robertson will be

1 here for Sierra Club tomorrow.

2 JUDGE JACOBS: Great. I will be looking for
3 him. Thank you.

4 MS. HENRY: Okay. Thank you.

5 (Off the record.)

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