

In the Matter of:

THE SECOND PRUDENCE REVIEW OF THE MISSOURI ENERGY EFFICIENCY INVESTMENT, etc.

EO-2020-0227, VOL. I

April 21, 2021



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing, via WebEx

April 21, 2021

Jefferson City, Missouri

Volume 1

In the Matter of the Second)
Prudence Review of the Missouri) File No. EO-2020-0227
Energy Efficiency Investment)
Act (MEEIA) Cycle 2 Energy)
Efficiency Programs of Evergy)
Metro, Inc. d/b/a/ Evergy)
Missouri Metro)

CHARLES HATCHER, Presiding
REGULATORY LAW JUDGE

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

REPORTED VIA WEBEX BY:
Tracy Taylor, CCR No. 939
TIGER COURT REPORTING, LLC

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A P P E A R A N C E S

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1 JUDGE HATCHER: Good afternoon. My name
2 is Charles Hatcher and I am the Regulatory Law Judge
3 presiding over this hearing. Today is April 21st,
4 2021. The Missouri Public Service Commission has set
5 this time for an evidentiary hearing in File Number
6 EO-2020-0227 captioned In the Matter of the Second
7 Prudence Review of the Missouri Energy Efficiency
8 Investment Act, MEEIA, Cycle 2 Energy Efficiency
9 Programs of Evergy Metro, Incorporated, Doing Business
10 As Evergy Missouri Metro.

11 And since we are in a WebEx hearing, I do
12 ask that everyone please mute themselves unless you're
13 going to be speaking. We will be proceeding slowly
14 because of that muting and unmuting. And I also
15 always like to note at the beginning of my hearings,
16 please do not engage in the Chat function with WebEx.
17 It is not private and it can become a part of the
18 record. So please do not use that to communicate.

19 Let's go ahead and have the attorneys
20 introduce themselves. Let's start with Evergy,
21 Mr. Steiner.

22 MR. STEINER: Thank you. Appearing on
23 behalf of Evergy, Roger W. Steiner, 1200 Main Street,
24 KC, MO 64105.

25 JUDGE HATCHER: Thank you, sir. And

1 Mr. Hack?

2 MR. STEINER: Mr. Hack will not be
3 appearing today.

4 JUDGE HATCHER: Thank you. Mr. Fischer?

5 MR. FISCHER: Yes, Judge. On behalf of
6 the two companies, let the record reflect the
7 appearance of James M. Fischer, Fischer and Dority,
8 PC, 101 Madison Street, Suite Jeff-- Suite 400,
9 Jefferson City, Missouri. I think I'm getting some
10 feedback.

11 JUDGE HATCHER: Thank you. We sometimes
12 have that when someone else has their microphone on
13 but also has a speaker on in the background. It seems
14 to have cleared up.

15 Mr. Harden?

16 MR. HARDEN: Yes. Thank you. Joshua
17 Harden on behalf of the two companies with Collins and
18 Jones, PC, 1010 Foxwood Drive, Raymore, Missouri.

19 JUDGE HATCHER: And I was remiss in
20 stating that there are two cases here, EO-2020-0227
21 and dash 0228. 0228 is for Evergy Missouri West. And
22 those two cases have previously been consolidated.

23 Back to entries of appearance. For
24 Staff, Mr. Keevil?

25 MR. KEEVIL: Yes, Judge. Appearing on

1 behalf of Staff of the Public Service Commission,
2 Jeffrey A. Keevil. My address is 300 Madison Street,
3 Jefferson City, Missouri 65201.

4 JUDGE HATCHER: Thank you, sir.
5 And Office of the Public Counsel,
6 Mr. Hall?

7 MR. HALL: Good afternoon, Judge, thank
8 you. Caleb Hall appearing on behalf of Missouri's
9 Office of Public Counsel. Our office address is 200
10 Madison Street, PO Box 2230, Jefferson City, Missouri
11 65102.

12 JUDGE HATCHER: Thank you.
13 And I have a couple preliminary
14 announcements. On exhibits, I was looking over
15 Mr. Harden's exhibits that he had e-mailed to everyone
16 and it brought to mind that I did not see any of the
17 MEEIA DSIM tariff sheets in the pre-filed exhibits.

18 I was wondering if I could impose on
19 Staff, Mr. Keevil, to file the relevant MEEIA tariff
20 sheets. I understand that there were also some that
21 were rescinded or cancelled during that time -- time
22 period. Is that a job that Staff can undertake,
23 Mr. Keevil?

24 MR. KEEVIL: We -- we can, Judge.
25 Probably not -- probably won't have them in by the end

1 of today, but we certainly in the next few days can
2 get them in.

3 JUDGE HATCHER: That sounds perfect. I'm
4 not going to set a deadline on that yet just in case
5 you could get them tomorrow before the end of the
6 hearing.

7 And just to share with everyone what
8 I'm -- what I'm thinking about is Evergy Metro, it's
9 Sheet Number 49 and its extensions. And then Evergy
10 West, I had a little confusion finding that. I found
11 a Sheet R-63, but that appears to relate to Cycle 3.
12 And the Cycle 2 sheets appear to be numbered a little
13 bit differently and they start at R-75 and go on into
14 R-100-and-something. So I just wanted to make sure
15 that the Commission had those tariffs to review as
16 they decided the case.

17 And then lastly --

18 MR. HALL: Judge --

19 JUDGE HATCHER: Yes.

20 MR. HALL: Sorry. Pardon me for speaking
21 up at this time, but since we're on the record, it
22 might for -- for the benefit of all parties, I
23 don't -- you might be right on the tariff sheet. I
24 think for -- I believe Tariff Sheets 1.04-B through
25 2.34 are also part of the Demand-side Management

1 Programs. And regardless, Cycle 2's tariff sheets can
2 be found on EFIS entry Number 147 within the docket
3 EO-2015-0240.

4 I turn to the Company to ask whether
5 there may have been some intervening or -- certainly
6 there may be some Cycle 2 tariffs that were not
7 approved at the inception of Cycle 2, but may have
8 been in effect during the review period. So we would
9 need clarification on that.

10 MR. STEINER: Yeah, I'm not -- I'm not
11 positive. I mean if they're -- if we're looking for
12 the existing tariffs that are in effect, I guess the
13 Commission could take administrative notice of that.

14 And I think, Judge, you were wanting the
15 West companion to the Metro Sheet 49 and we can look
16 up and see what that is. I don't know that off the
17 top of my head, but it might be easiest just to take
18 administrative notice of the tariffs that are in EFIS
19 and no one would have to file anything.

20 MR. KEEVIL: I think there may be more
21 than one --

22 JUDGE HATCHER: I appreciate your
23 suggestion and efficiency, but I would rather not take
24 administrative notice. I would rather have all of the
25 tariff sheets that were in effect at any time during

1 the period, whether they lapsed or whether they were
2 created. And I'd like that all in one bundle; one for
3 Metro, one for West.

4 And I thought kind of the best way to do
5 that would be to -- to ask Staff, but if -- I know
6 it's confusing. I tried to get through them. If you
7 all would like to collaborate, that would be even
8 better, but I do want to get that submitted. But I
9 appreciate that I could take administrative notice.

10 All right. Last quick announcement. I
11 scheduled our WebEx meeting to end at 5:30 today, I'm
12 sure some of you noticed. I plan to end at or before
13 5:00. I, out of an abundance of caution, scheduled
14 the extra half hour for it just in case we had a
15 little discussion going over time.

16 Does anyone else have any preliminary
17 matters before we get started?

18 MR. KEEVIL: Related to that, Judge, I
19 guess we're still -- we still have the -- I almost
20 said still have the hearing room. I realized we don't
21 have that. We still -- we're still on for tomorrow;
22 is that correct?

23 JUDGE HATCHER: Yes. I have not created
24 an invite or a WebEx meeting room for tomorrow yet. I
25 was crossing my fingers that whatever happened this

1 morning had cleared up. I was also hoping that
2 lightning did not strike twice. So now that it seems
3 to have all settled down and we all got into our
4 meeting, after our hearing today, I will likely create
5 a new WebEx meeting for tomorrow. And I'll send that
6 out as soon as possible or if we get a break during
7 our hearing right now.

8 Okay. Let's go to opening statements. I
9 believe Evergy was first.

10 MR. FISCHER: Yes, Judge. I'd like to
11 share a -- I'd like to share a PowerPoint presentation
12 with you so let me see if I can get that to come up.
13 Okay. Do you see the PowerPoint on the screen?

14 (Technical glitch; off the record.)

15 MR. FISCHER: Thank you, Judge. As I
16 mentioned, Roger Steiner, Joshua Harden and I will be
17 representing Evergy Metro and Evergy Missouri West in
18 this case.

19 This case involves the second prudence
20 review of the Missouri Energy Efficiency Investment
21 Act programs of these companies. I think this is the
22 first MEEIA prudence review case that has gone to a
23 contested hearing. But Evergy, the Staff, and Public
24 Counsel just completed a Fuel Adjustment Clause
25 prudence case, which is File Numbers EO-2020-0262 and

1 dash 0263, which included prudence issues related to
2 Evergy's management of the same Demand Response
3 Programs that are at issue in this case and also
4 Evergy's capacity sales to third parties during 2018
5 and 2019 and its capacity sales assumptions in the
6 IRPs.

7 The issue related to Evergy's management
8 of its Demand Response Program has been fully briefed
9 and is awaiting a decision by the Commission in the
10 FAC prudence review case. On the capacity sales
11 issue, the Commission accepted a settlement in the FAC
12 case filed by Evergy, Public Counsel and the Staff.

13 There are three issues in this case which
14 were not addressed in the fuel adjustment prudence
15 case. Issues two and three relate to the prudence of
16 the management of the Residential Programmable
17 Thermostat Program and the Demand Response Incentive
18 Program, respectively.

19 Issue Number 7 involves Public Counsel's
20 allegation that Evergy's MEEIA administrative costs,
21 or more precisely, its ratio of incentive costs to
22 non-incentive costs in its MEEIA programs is not
23 consistent with other electric companies across the
24 country.

25 Unlike previous MEEIA prudence review

1 cases, the Staff and Public Counsel are proposing
2 three disallowances, which are beyond the scope of an
3 appropriate MEEIA prudence review. I'd like to
4 briefly address the appropriate scope of a MEEIA
5 prudence audit and then I'll discuss the merits of the
6 Staff and Public Counsel proposed disallowances.

7 The Company recognizes that there is
8 considerable confusion over the appropriate docket to
9 review the prudence of its MEEIA programs. The
10 Company believes that Staff's recommended
11 disallowances to the company's purchase power costs
12 and SPP fees in this MEEIA 2 prudence audit should be
13 made to the company's fuel adjustment clause if those
14 disallowances are actually adopted by the Commission.

15 Capacity sales revenues and SPP fees are
16 recovered through the fuel adjustment clause and not
17 the demand-side investment mechanism, or what I'll
18 call the DSIM. On the other hand, it's not possible
19 to manage the MEEIA programs one way for the purposes
20 of the fuel adjustment clause and another way for
21 MEEIA purposes, as they are the same programs.

22 Everyy believes that the audits of MEEIA
23 programs should occur in the MEEIA prudence audit
24 dockets. But if Staff or Public Counsel prevail in
25 any issue that impacts the company's fuel adjustment

1 clause, then that adjustment should be made in the
2 next FAC case.

3 If, on the other hand, Staff or Public
4 Counsel prevail on any issue that impacts costs that
5 are recovered through the DSIM, then that adjustment
6 should be made in the DSIM in the MEEIA prudence audit
7 case.

8 Okay. Turning to Issue Number 1. On
9 July 29th, 2020, the Company filed a motion to limit
10 the scope of the proceeding related to three issues on
11 the grounds that the disallowed costs were not subject
12 to the demand-side investment mechanism, or the DSI,
13 as is required by the Commission's Rule 20 CSR
14 4220-20.093, subsection 11.

15 On August 19th, 2020, the Commission
16 stated in its order denying motion to limit -- and
17 I'll quote it -- Whether the alleged acts are costs
18 subject to the DSIM is a question of fact in addition
19 to a question of law -- that's stated on page 3 of the
20 order -- and these factual legal issues should be
21 addressed in the hearing.

22 According to the Commission's MEEIA
23 rules, the appropriate scope of the prudence review in
24 this case are costs that are, quote, subject to the
25 DSIM. According to the company's tariff, the

1 following items are included in the DSIM: The net
2 program costs, the net throughput disincentive, net
3 earnings opportunity, and ordered adjustments and
4 corrections.

5 And Judge, I'd point you to tariff -- the
6 KCPL Tariff Number 49 I and J and the GMO Tariff
7 Number 138.2 and 138.3. There we go.

8 Evergy's motion to limit the scope
9 relates to the disallowances discussed in Issues 4, 5
10 and 6 on the list of issues. On Issue Number 4, Staff
11 has alleged that Evergy -- that Evergy's decision
12 makers chose not to attempt to avoid Southwest Power
13 Pool expenses by targeting demand response events and
14 attempting to call events to reduce the monthly peak
15 load.

16 In this case, Staff disallowed
17 1.1 million of SPP's Schedule 1-A and Schedule 11 fees
18 on a combined company basis related to this
19 adjustment. SPP's Schedule 11 fees are those expenses
20 that transmission customers with the SPP pay the
21 transmission owners to build out the SPP transmission
22 system.

23 The reasonable portion of the Schedule 11
24 fees are allocated based on the company's load share
25 or ratio -- load ratio share. The load ratio share is

1 simply the ratio of an entity's average of their
2 12 monthly peaks to the average of SPP's 12 monthly
3 peaks expressed as a percentage.

4 Again, the evidence will show that SPP
5 fees are not collected through the DSIM, but are
6 primarily recovered through the fuel adjustment clause
7 and a smaller portion in the base rates established in
8 a general rate case. That's related to Issue 4.

9 Now, on Issue 5, Staff has alleged that
10 Evergy chose not to target demand response events in
11 an attempt to reduce load during some of the highest
12 day-ahead locational marginal pricing. The Staff's
13 proposing to disallow 140,530 dollars on a combined
14 company basis.

15 The SPP market is comprised of a
16 day-ahead and a real-time market. The day-ahead
17 locational marginal prices are the prices at which
18 Evergy is purchased and sold -- or excuse me, at which
19 energy is purchased and sold through the SPP market on
20 a day-ahead basis.

21 Staff has argued that Evergy should have
22 attempted to use its Demand Response Programs to
23 reduce demand during the highest day-ahead locational
24 marginal prices, with the goal to reduce the overall
25 costs of energy.

1 Now, as explained in the Rebuttal
2 Testimony of Brian File, changes in SPP costs related
3 to shifts in load during the SPP highest day-ahead
4 locational marginal pricing would flow through the
5 fuel adjustment clause and would not flow through the
6 DSIM. Therefore, Staff's proposed disallowance in
7 Issue 5 is not appropriate since these cost changes
8 are at issue -- are -- are not subject to the DSIM.

9 Then on Issue 6, Staff has alleged that
10 Evergy Missouri Metro did not enter into a
11 hypothetical sales of its capacity to an unidentified
12 third party in 2018 and 2019, despite being long on
13 capacity. Staff has disallowed 1.2 million dollars
14 related to this particular disallowance.

15 John Carlson, Evergy's senior manager of
16 operations, testifies that the proceeds from capacity
17 sales are not recovered through the company's
18 demand-side investment mechanism, but would be
19 addressed in the company's fuel adjustment clause.
20 There are no costs or revenues associated with
21 capacity sales that flow through the DSIM and there
22 are no capacity-related revenues that are, quote,
23 subject to the DSIM or otherwise available to refund
24 to customers from the funds collected by the DSIM.

25 In summary, the evidence in this case

1 will show that the SPP fees, cost changes associated
2 with arbitraging the day-ahead locational marginal
3 prices and revenues associated with capacity sales are
4 not as a matter of fact or as a matter of law
5 collected through the DSIM. They do not flow through
6 the DSIM and they are, therefore, not subject to the
7 DSIM.

8 The costs and revenues associated with
9 these Staff adjustments proposed in Issues 4, 5 and 6
10 would flow through the fuel adjustment clause
11 mechanism or be included in base rates.

12 I think the question for the Commission
13 in this proceeding then is whether any proposed
14 adjustment in a MEEIA prudence case is permissible,
15 even if the proposed adjustment includes cost of
16 revenues collected through a different automatic
17 adjustment clause, like the fuel adjustment clause, or
18 in the -- in a general rate case.

19 We don't think that's the intent of the
20 Commission's rules or the company's tariffs to allow
21 just any adjustment in a MEEIA prudence case that does
22 not adjust the cost and the revenues that were used
23 to establish the DSIM rate in the first place.

24 If the Commission finds that the
25 company's management of its MEEIA programs were

1 prudent during the audit period, which we believe the
2 record is going to clearly demonstrate, then it would
3 be unnecessary to decide in this case whether the fuel
4 adjustment prudence review case or the MEEIA prudence
5 review case would be the appropriate place to do the
6 prudence adjustment because, of course, there would be
7 no prudence adjustment.

8 But for purposes of this case, the
9 Company would renew its request that the Commission
10 find that the proposed disallowances related to Issues
11 4, 5 and 6 are not subject to the DSIM and are not
12 appropriate adjustments to be made to the DSIM.

13 Putting aside the question of whether
14 these proposed Staff adjustment disallowances are
15 within the appropriate scope of the MEEIA prudence
16 audit, I'd like to go briefly to address the merits of
17 Staff adjustments two through six.

18 On Issue 2, Staff proposes to disallow
19 program costs of 866,000 dollars on a combined company
20 basis related to the Residential Programmable
21 Thermostat Program that have been recovered through
22 the DSIM due to the alleged failure of the company to
23 alter the incentive level for the Residential
24 Programmable Thermostat Program and by providing
25 thermostats to customers that did not enroll in the

1 program.

2 Staff also argues that Evergy could have
3 avoided the ac-- additional cost of direct
4 installations of thermostats and lowered the incentive
5 amount of the Residential Programmable Thermostat
6 Program by simply not giving away thermostats free of
7 charge, even though that's exactly what the company's
8 approved tariffs fully contemplate. Again, Judge, I'd
9 refer you to KCPL Tariff Number 2.32 and GMO tariff
10 Number R-107.

11 Staff's position on this issue should be
12 rejected. First, the Residential Programmable
13 Thermostat Program has been a success. Brian File's
14 Rebuttal Testimony contains the specific levels of
15 participation and the energy savings and demand
16 savings for both companies.

17 Secondly, the company followed the
18 approved plan, which included giving away programmable
19 thermostats, and managed the program within the budget
20 by controlling the number of direct installations to a
21 known level approved in the MEEIA program.

22 Finally, the Residential Programmable
23 Thermostat Program has been determined to be
24 cost-effective by the EM&V evaluator and Staff's own
25 independent evaluator.

1 On Issue Number 3, Staff proposes to
2 disallow 1.1 million dollars related to the DRI
3 program for commercial and industrial customers.
4 Staff argues that Evergy entered into contracts for
5 the Demand Response Incentive Program that did not
6 incentivize meaningful participation and financially
7 rewarded customers that did not participate
8 meaningfully.

9 On Issue Number 3, Staff's arguments are
10 again misplaced and should be rejected. Evergy
11 followed the terms of the tariff and delivered the DRI
12 program in accordance with the tariff. Customers who
13 entered into agreements received the significant
14 upfront payments approved by the Commission and
15 customers who did not participate in the DRI were
16 penalized at levels approved by the Commission.

17 Like the Residential Programmable
18 Thermostat Program, the DRI program has also been
19 determined to be cost-effective by the EM&V evaluator
20 and Staff's independent evaluator. Evergy reviews and
21 meets at least annually with all commercial and
22 industrial customers under the DRI program to discuss
23 their -- their participant performance.

24 In fact, the company removed 16 megawatts
25 from the program due to failure of customers to

1 participate in 2018. The company also improved its
2 realization rate performance from 2018 to 2019,
3 demonstrating its efforts to obtain better performance
4 from its customers in the program.

5 For those reasons, the disallowances
6 proposed by Staff related to Issues 2 and 3 should be
7 rejected.

8 Now, as I understand the Staff and Public
9 Counsel's testimony, Issues Number 4 and 5 go directly
10 to their assertion that Evergy did not call enough
11 demand response events, or what is sometimes referred
12 to as curtailment events, during the audit period to
13 maximize the benefits to customers, particularly
14 reduction of SPP fees and cost changes related to
15 arbitrage of day-ahead locational marginal prices.

16 These issues have already been tried and
17 fully briefed in the FAC prudence review case.
18 However, I think I should briefly address these issues
19 again to ensure the record is complete in this case.

20 Demand response events are times when the
21 company calls upon its commercial and industrial
22 customers or adjusts the residential and business
23 thermostats and essentially requests that customers
24 curtail their usage to reduce the peak demand of the
25 company using the Residential Programmable

1 Thermoscat -- Thermostat Program and the Demand
2 Response Incentive Program for commercial and
3 industrial customers.

4 Now, both Staff and Public Counsel
5 witnesses argue that the company should have called
6 many more curtailment events during the audit period
7 to maximize ancillary benefits by reducing SPP fees
8 and attempting to reduce load during times of the
9 highest day-ahead locational marginal prices.

10 Now, in response to Staff and Public
11 Counsel arguments, Evergy would respectfully point out
12 that the company's Residential Programmable Thermostat
13 and its Demand Response Incentive Programs were not
14 primarily designed to save costs by reducing SPP fees
15 or reducing load for energy savings at times of the
16 highest day-ahead locational marginal prices as is
17 argued by Staff and Public Counsel.

18 The company's approved tariffs state that
19 these programs were designed -- and I'll just quote --
20 to help reduce system peak load and, thus, defer the
21 need for additional capacity. That's KCPL Sheet
22 Number 2.32 and GMO original Sheet Number R-107.

23 This is the primary purpose of the
24 programs as defined by the tariffs. However, there
25 will often be ancillary benefits of lessened SPP fees

1 when a demand response event is called to reduce the
2 annual peak. In fact, such ancillary benefits have
3 occurred during the audit period under the company's
4 MEEIA programs.

5 As explained in the Rebuttal Testimony of
6 Evergy witness John Carlson, the complexity of the SPP
7 market requires not simply that Evergy pick the right
8 day of the monthly peak, but it requires the right
9 hour to accomplish the arbitrage strategy proposed by
10 Staff. This gamble must be made at 9:30 a.m. the day
11 before the monthly peak and requires Evergy to reduce
12 its bid into the SPP market by the amount of the
13 energy reduced by the demand response event.

14 Now, if the weather is not predicted
15 correctly or if there are other reasons Evergy's
16 crystal ball did not work, then it would be necessary
17 for the company to buy energy out of the real-time
18 market to cover its load, perhaps at higher prices.
19 The net effect could be costly to customers.

20 Second, the company operates its
21 Residential Programmable Thermostat Program and its
22 DSR -- and its DRI program to be consistent with the
23 approved MEEIA tariffs, the approved MEEIA budgets,
24 the MEEIA statutes and rules, and other
25 Commission-approved parameters. The MEEIA programs

1 have been determined by the EM&V evaluator and the
2 Staff's independent evaluator to be cost-effective and
3 they've been within the Commission-approved budgets.

4 The company has also complied with the
5 MEEIA 2 extension stipulation that was agreed to by
6 Evergy, the Staff, and the Public Counsel and was
7 approved by the Commission. On February 15, 2019, the
8 company, the Staff, the Public Counsel, the Missouri
9 Department of Economic Development Division of Energy,
10 and Renew Missouri entered into a stipulation which
11 extended the MEEIA 2 cycle in Case Number
12 EO-2019-0132.

13 On page 3 of that stipulation, in
14 paragraph B, these parties, including the Staff and
15 the Public Counsel, agreed to the following -- and
16 I'll just quote what's on the screen. For the
17 Programmable Thermostat Program, the company will call
18 five demand response events per jurisdiction during
19 the summer of 2019 (June through September) unquote.

20 The Commission approved this stipulation
21 and ordered Evergy to comply with its terms. As a
22 result, Evergy was required to call five curtailment
23 events during the summer of 2019, and Evergy did so.
24 The next slide shows the dates and the times that
25 Evergy called the five curtailment events in the

1 summer of 2019.

2 Now, since the MEEIA 2 extension
3 stipulation was entered into by Evergy, Staff, and
4 Public Counsel, after the summer of 2018, there were
5 no specific requirements agreed to for calling a
6 specified number of demand response events for 2018.
7 However, Evergy managed its Demand Response Programs
8 in the summers of both 2018 and 2019 as those programs
9 were designed and approved by the Commission to be
10 managed.

11 As I've already stated, the Demand
12 Response Programs in question were not designed to
13 arbitrage day-ahead locational marginal prices or to
14 reduce SPP fees through the calling of numerous demand
15 response events, as suggested by Public Counsel and
16 Staff.

17 To the contrary, the Demand Response
18 Programs were specifically designed to reduce the
19 annual system-wide peak load according to the
20 company's tariffs. This is how those -- those
21 programs were designed. That's how they were
22 implemented and they were managed for both summers.
23 In so doing, those Demand Response Programs achieved
24 the level of cost-effectiveness sought by the
25 Commission via the methodology approved by the

1 Commission.

2 Now, for example, in order to maximize
3 the reduction of SPP fees, a MEEIA program would need
4 to be designed to call multiple times every month of
5 the year since those SPP fees are associated with
6 Evergy's monthly peak load in every single month; not
7 just the annual summer peak month.

8 A program that requires Evergy to call
9 significantly more events to maximize the reduction of
10 SPP fees would need a different program design,
11 potentially higher financial incentives for customer
12 participation, and would possibly need to be targeted
13 to dis-- different customer types.

14 Now, obviously residential, commercial
15 and industrial customers do not prefer that their
16 power be curtailed, but they're willing to
17 occasionally accept this inconvenience for a financial
18 incentive. But if the number of curtailments gets too
19 high, these customers are going to decide not to
20 participate in the curtailment programs.

21 Now, Staff and Public Counsel,
22 unfortunately, don't seem to recognize this downside.
23 And to the contrary, Public Counsel Witness Marke
24 suggests there are no downsides to calling as many
25 curtailment events as possible.

1 Signing up for a Demand Response Program
2 like the programmable thermostat program means that
3 you're allowing the utility to make changes to your
4 air conditioning load during typically the hottest
5 days of the summer. This requires a significant
6 amount of trust, as well as financial incentives to
7 make -- to manage your way through that inconvenience.

8 Now, on page 7, lines 21 and 22 of the
9 Surrebuttal Testimony of Dr. Marke, he testifies --
10 and I'll just quote it -- there is also no reason that
11 demand res-- demand events could not be called every
12 day. There is also no reason that demand events could
13 not be called every day.

14 Now, such a radical change in the design
15 of the program would likely require increased
16 compensation and the participant pool will decrease
17 significantly as the number of customers willing to
18 give up control of their heating units and their air
19 conditioning units year-round will likely be
20 considerably lower than under the company's approved
21 program.

22 If customers were to start having their
23 air conditioning adjusted very frequently or even
24 every day, as suggested by Dr. Marke, the entirety of
25 the program would change. The Staff and the Public

1 Counsel's short-sighted view on these programs should
2 be rejected by the Commission.

3 Now, the benefits from numerous
4 curtailments are also dubious. Brian File discusses
5 in his testimony the fact that the primary benefit
6 from the MEEIA programmable -- Residential
7 Programmable Thermostat Program and the Demand
8 Response Initiative Program is to lower the annual
9 peak. It's not to maximize potential benefits or
10 reducing SPP fees or lowering monthly peaks. As
11 explained in that testimony, he indicates that
12 attempting to maximize the ancillary benefits would
13 likely reduce the benefit from the primary objective
14 of annual peak reduction.

15 Now, this slide that I'm showing shows
16 the comparison of the Commission-approved value of
17 demand response with the value of two other streams
18 described by Staff and Public Counsel in their
19 testimony. If the company adopted the multiple demand
20 response event approach being recommended by Staff and
21 Public Counsel, the company would be spending
22 90 percent of the event calls to achieve less than
23 6 percent of the value.

24 The first event call results in the vast
25 majority of the benefits. A four-event minimum

1 results in very small additional benefits. And a
2 ten-event minimum results in only a sliver more of
3 benefits. This is the very definition of the law of
4 diminishing returns.

5 The Commission should reject the Staff
6 and Public Counsel recommendations to accept the
7 disallowances on Issues 4 and 5 based on the theory
8 that there should have been many more curtailment
9 events called during the audit period.

10 Turning to Issue Number 6, this issue
11 appears to be a follow-up to the issue raised by the
12 Staff in the company's MEEIA 3 case, in which the
13 Commission approved the company's MEEIA 3 programs
14 even though the company has sufficient capacity to
15 serve its customers for several years into the future.

16 In its Amended Report and Order in the
17 MEEIA 3 case, the Commission found that it was in the
18 public interest to approve the company's MEEIA 3
19 energy efficiency and DSM programs, even though the
20 company had sufficient capacity to serve its customers
21 for several years into the future. The Western
22 District of the Missouri Court of Appeals recently
23 affirmed the Commission on all points.

24 In this case, the Staff is proposing to
25 disallow 1.2 million dollars because Every Missouri

1 Metro did not enter into a hypothetical capacity sales
2 contract with a non-affiliate in 2018 and 2019. Staff
3 is under the mis-- mistaken impression that a ready
4 market exists for unused capacity in the SPP
5 footprint.

6 The overriding assumption made by the
7 Staff is that capacity sales are easily made, that
8 extra capacity could be sold by a market participant
9 at any time. But Staff is incorrect to make that
10 assumption. As Mr. Carlson explains in his testimony,
11 capacity purchases and sales made in the SPP market
12 are bilateral in nature, meaning they are contracted
13 between two counter-parties outside of the SPP
14 marketplace.

15 Under other regional transmission
16 organizations such as the Midcontinent Independent
17 System Operator, or what we call MISO, are unlike
18 that -- or unlike MISO, SPP does not have a capacity
19 market. And without a capacity market, market
20 participants such as Evergy must canvas the market and
21 find a counter-party that's interested in buying or
22 selling capacity as needed.

23 Now, Evergy routinely talks with other
24 utilities, energy marketers, municipalities,
25 independent power producers, and financial

1 institutions to understand the needs of the
2 marketplace to be in a position to respond to requests
3 for proposal or to sell capacity on a bilateral basis
4 to unaffiliated entities.

5 In 2018 and 2019, Evergy Missouri Metro
6 sold capacity to other iden-- other entities who are
7 identified in the confidential version of
8 Mr. Carlson's Rebuttal Testimony on page 4. The
9 company also continued to respond to RFPs in 2018 and
10 2019 as it had done for years.

11 There are many factors though that affect
12 the ability to sell capacity, including the supply
13 situation and the needs of other utilities,
14 transmission constraints and the time periods needed
15 to upgrade transmission facilities to serve those
16 customers.

17 Now, as the Commission probably knows,
18 there is considerable capacity available in the SPP
19 region today, given the relatively flat or declining
20 load growth in the region as DSM programs have been
21 implemented and appliances have become more efficient.

22 Staff simply makes the inaccurate
23 assumption that capacity -- that such capacity sales
24 would -- would -- there would be a -- that there would
25 be a buyer, there -- at a particular price, that there

1 were -- that the situation was not impacted by
2 transmission constraints, and it would be with
3 particular terms and conditions agreeable to both
4 buyer and seller.

5 Staff's analysis does not suggest who the
6 buyer would be or even if there would be any buyer
7 interested in Evergy's capacity during this audit
8 period. It's based upon a hindsight review and it
9 does not meet the reasonable person standard for
10 prudence reviews that is discussed in the Staff and
11 the Company's testimony.

12 The bottom line, just because the company
13 is long on capacity does not always mean it can sell
14 it. I'd encourage the Judge or the Commission to
15 discuss with John Carlson how Evergy addresses such
16 issues on its daily operations.

17 Now, a similar issue and related issue
18 has already been resolved in the recent FAC prudence
19 review case. In that case, the Public Counsel
20 initially argued that the company should have entered
21 into capacity sales contracts with third parties, as
22 Staff is arguing in this case.

23 In the alternative, the Public Counsel
24 witness argued that Evergy -- Evergy should, in the
25 future, include an assumption in its IRP scenarios

1 that there would be no capacity sales. Evergy, Public
2 Counsel, and the Commission Staff filed a unanimous
3 stipulation which settled the issue. Evergy agreed to
4 include a no capacity sales assumption in each of its
5 IRP scenarios.

6 On February 10, 2021, the Commission
7 approved the terms of the stipulation, which resolved
8 the issue related to Evergy's capacity sales and the
9 capacity sales assumption that would be used in future
10 IRP scenarios.

11 Now, turning to Issue Number 7, Public
12 Counsel Witness Geoff Marke raised the issue of the
13 level of Evergy's administrative costs related to its
14 MEEIA programs for the first time in his Rebuttal
15 Testimony. And he suggested that they were out of
16 line with other public utilities.

17 However, as Evergy witness Brian File
18 demonstrates in his testimony, Dr. Marke's analysis is
19 an apples to oranges analysis and is deeply flawed.
20 His argument is based upon a comparison of utilities
21 of different sizes that categorize incentive and
22 non-incentive costs differently. Public Counsel's
23 approach is not a good barometer to compare the
24 various utilities' costs of providing energy
25 efficiency programs.

1 Now, a more appropriate way of assessing
2 or comparing energy efficiency costs is on a dollar
3 per kW or a dollar per kWh basis. When -- when
4 Evergy's programs are compared to other utilities
5 using those yardsticks, Evergy's management costs are
6 at or near the top quartile of the utilities across
7 the nation. This means that 75 percent of other
8 utilities operate their programs more expensively than
9 Evergy for every dollar spent to achieve energy and
10 demand reductions.

11 Mr. File's analysis shows that Evergy's
12 DSM program costs compare very favorably to other
13 utilities in the country, as well as other electric
14 companies in Missouri. This slide shows that Evergy
15 Companies have -- have lower overall costs per kWh
16 than the national average and compare favorably with
17 Ameren and Liberty. Similar, this next slide shows
18 that Evergy's -- have lower overall costs per kW than
19 the national average and, again, compare favorably to
20 other public Missouri utilities.

21 Staff witness Tandy testified in her
22 testimony -- and I'll just quote it -- Staff does not
23 agree with the additional recommended disallowance of
24 1,930,392 dollars for Missouri -- for Evergy Missouri
25 West is warranted for the review period. Dr. Marke's

1 additional recommended disallowance is simply premised
2 on arbitrarily reducing non-incentive costs to achieve
3 a 50/50 split of incentive and non-incentive costs.

4 Staff is of the opinion that this is a
5 policy issue that deserves a more robust discussion
6 prospectively outside of a prudence review to more
7 appropriately determine how to address it. That's in
8 Staff witness Tandy's Surrebuttal on page 3. For all
9 of these reasons, the Commission should conclude that
10 Public Counsel's analysis is flawed and that Public
11 Counsel's disallowance should not be adopted.

12 In conclusion, the evidence in this case
13 will show that Evergy has managed its MEEIA programs
14 prudently during the Cycle 2 period. The company has
15 managed its programs according to the Commission's
16 approved tariffs and they've met the targets and the
17 goals of the program within the prescribed budgets.

18 The EM&V evaluators and Staff's
19 independent evaluator have determined the cost -- or
20 the com-- excuse me, that the programs are
21 cost-effective. The Staff and Public Counsel
22 recommendations to call more curtailment events do not
23 adequately consider the impact to customer behavior or
24 to the impact on the company's ability to achieve the
25 primary objective of its Demand Response Program.

1 The Public Counsel and Staff
2 recommendations do not consider the fact that Evergy
3 was ordered by the Commission to call five demand
4 response events during the summer of 2019 and Evergy
5 complied with this condition as ordered by the
6 Commission.

7 Staff and Public Counsel's
8 recommendations -- or recommended monthly arbitrage
9 strategy is of itself imprudent and unreasonable given
10 the design and the design objectives of the company's
11 Demand Response Programs, which is to meet the -- try
12 to reduce the annual peak demand.

13 Finally, Public Counsel's analysis of
14 Evergy's management costs associated with the MEEIA
15 programs is flawed. And, in fact, the administrative
16 costs compare very favorably to other similarly
17 situated companies. And for these reasons, the
18 Commission should reject the Staff and Public Counsel
19 proposed disallowances in this case.

20 Judge, I'd be happy to answer your
21 questions or questions from the Commission. Thank you
22 very much for your attention.

23 JUDGE HATCHER: Thank you, Mr. Fischer.
24 I would like to ask the Commissioners if they do have
25 any questions. Let's start with Chairman Silvey. Did

1 you have any questions? Commissioner Kenney?

2 Commissioner Rupp?

3 COMMISSIONER RUPP: I don't have any
4 questions, no. That was well prepared. Thank you.

5 JUDGE HATCHER: Thank you. Commissioner
6 Coleman? And Commissioner Holsman?

7 COMMISSIONER HOLSMAN: No questions at
8 this time. Thank you, Judge.

9 JUDGE HATCHER: Thank you, Commissioner.
10 I know we've been having some issues with the mute
11 button so, Commissioners, I will invite you to ask
12 questions. Next time, for efficiency, I will just
13 call for Commissioner questions and pause for a
14 moment.

15 Let's move on with opening statements to
16 Staff. Mr. Keevil.

17 MR. KEEVIL: Thank you, Judge. Can you
18 hear me?

19 JUDGE HATCHER: Yes, go ahead.

20 MR. KEEVIL: All right. Thank you.
21 First of all, I have to depart from my planned remarks
22 just slightly and say that based on Mr. Fischer's
23 opening, I was surprised to hear what he said in
24 regard to Issue 6 in particular to the extent that he
25 may have implied that Issue 6 in this case was settled

1 in the FAC case that was held a month or two ago.

2 As far as Staff is concerned, that case
3 did not settle Issue 6 in this case and, in fact, that
4 was with a different -- slightly different issue
5 entirely. So the -- the issue is still a live issue
6 as far as we're concerned.

7 I also am pleased to hear that the Judge
8 would like us to enter copies of Evergy's applicable
9 demand response MEEIA program tariffs into the record,
10 because hearing Mr. Fischer read from portions of the
11 Evergy tariffs clearly involved selective reas--
12 selective reading of certain portions while not
13 including the entire thing. So we will certainly be
14 glad to provide those within the next few days or as
15 soon as we can get them together.

16 Now let me get -- get to what I planned
17 to say here. May it please the Commission. I am Jeff
18 Keevil, as you know. And I will be representing Staff
19 of the Missouri Public Service Commission in this
20 proceeding.

21 For background -- and I think Mr. Fischer
22 touched on this and this may be the one thing I agree
23 with him on -- this case was originally two cases,
24 File Number EO-2020-0227 and EO-2020-0228. That was
25 one case for Evergy Missouri Metro and one case for

1 Evergy Missouri West. The cases were subsequently
2 consolidated into File Number EO-2020-0227 by order of
3 the Commission.

4 Both cases deal with the second prudence
5 review of Cycle 2 costs related to the Missouri Energy
6 Efficiency Investment Act for the electric operations
7 of either Missouri Metro -- Evergy Missouri Metro or
8 Evergy Missouri West for the review period of
9 April 1st, 2018 through December 31st, 2019. These
10 prudence reviews are required no less frequently than
11 every 24 months by Commission Rule 20 CSR
12 424-020.093(11).

13 Now, on June 30th, 2020, Staff filed its
14 reports in both cases; one for Evergy Missouri Metro,
15 one for Evergy Missouri West. These reports are
16 attached to the Direct Testimony of Mr. Brad Fortson
17 and the reports contained, among other items, certain
18 recommended disallowances which were recommended by
19 Staff.

20 Now, if you look at the reports, you will
21 notice that they contain more recommended
22 disallowances than those which remain for decision.
23 This is because a Unanimous -- excuse me, a Unanimous
24 Partial Stipulation and Agreement, which was approved
25 by the Commission on February 17th, 2021, resolved the

1 disallowances related to administrative expenses
2 recommended by Staff. However, the Stipulation and
3 Agreement did not resolve Staff's recommended
4 disallowances related to demand response or OPC's
5 recommended disallowances.

6 Now, at first glance, this case may
7 appear to be somewhat complex. And certainly
8 listening to Mis-- Mr. Fischer's opening, you would
9 think it's just tremendously complex. Second prudence
10 review of Cycle 2 costs related to the Missouri Energy
11 Efficiency Investment Act for the electric operations
12 of Evergy Metro or Evergy West certainly sounds
13 somewhat intimidating. I'll grant you that. However,
14 I would suggest that this case is simply a prudence
15 review case, just like any other prudence review.

16 Some parties may try to make it seem more
17 complex than it really is. And you may hear several
18 MEEIA-related terms used to make it seem like more
19 than a simple question of prudence. However, at its
20 core, the case is simply a prudence case.

21 In State Ex. Rel. Associated Natural Gas
22 Company versus Public Service Commission, the Western
23 District Court of Appeals quoted with approval this
24 Commission's definition of the prudence standard as
25 follows: A utility's costs are presumed to be

1 prudently incurred; however, the presumption does not
2 survive a showing of inefficiency or improvidence.
3 Where some other participant in the proceeding creates
4 a serious doubt as to the prudence of an expenditure,
5 then the applicant has the burden of dispelling those
6 doubts and proving the questioned expenditure to have
7 been prudent.

8 In the same case, the PSC noted that this
9 test of prudence should not be based upon hindsight,
10 but upon a reasonableness standard. In other words,
11 the company's conduct should be judged by asking
12 whether the conduct was reasonable at the time under
13 all the circumstances, considering that the company
14 had to solve its problem prospectively rather than in
15 reliance on hindsight.

16 In effect, our responsibility is to
17 determine how reasonable people would have performed
18 the tasks that confronted the company. If you want to
19 look that up, that's 954 S.W. 2d, 520-- pages 528
20 through 529.

21 In addition, the Court -- Western
22 District Court of Appeals stated that to disallow a
23 utility's recovery of costs from its ratepayers based
24 on the imprudence, the Commission must determine the
25 detrimental impact of that imprudence on the utility's

1 ratepayer. This is the prudence standard that Staff
2 has followed in this case, Evergy's allegations to the
3 contrary notwithstanding.

4 So based on this standard, the questions
5 the Commission must answer are whether Evergy acted
6 prudently or imprudently in its implementation of
7 certain Demand Response Program, or by not calling
8 more demand response events, or by not entering into a
9 bilateral capacity contract; and if Evergy was
10 imprudent, what adjustments should the Commission
11 order. It's really that simple. Don't be led to
12 believe it's more complicated than that.

13 And I would also point out that just
14 because Evergy got approval of the programs does not
15 eliminate the requirement that Evergy implement the
16 programs prudently.

17 Staff's position is that Evergy was, in
18 fact, imprudent and recommends disallowances on each
19 of these basis as set forth in more detail in Staff's
20 statements and positions on Issues 2 through 6 and
21 Staff's testimony which will be offered fairly
22 shortly.

23 Staff's witness on its recommended --
24 excuse me, on its recommended demand response
25 disallowances is Mr. J Luebbert. Also testifying on

1 behalf of Staff are Mr. Brad Fortson, who is
2 sponsoring Staff's reports, and Ms. Cynthia Tandy who
3 will be Staff's witness on Issue 7 on the list of
4 issues.

5 Now, with that, I will close my opening
6 remarks and attempt to answer any questions you may
7 have, or at least point you to the proper future
8 witness. Thank you.

9 JUDGE HATCHER: Thank you, Mr. Keevil.
10 Are there any Commissioner questions? Okay.
11 I don't have any questions either. Let's move on.

12 Office of the Public Counsel, Mr. Hall,
13 your opening statement, please.

14 MR. HALL: Thank you. And may it please
15 the Commission. Really before -- before I begin, I
16 just want to confirm, Ms. Taylor, are you able to hear
17 me?

18 THE COURT REPORTER: I am, thank you.

19 MR. HALL: Thank you. My apologies.

20 May it please the Commission. I want you
21 to think about how the world talks about energy now.
22 Think about the conferences you've attended and the
23 technologies that you've been promised just over --
24 over the horizon, the showrooms and the trade journals
25 describing the grid of tomorrow.

1 Then I want you to think about what you
2 would do if you're in the position to control a
3 utility's entire energy efficiency portfolio. You
4 have the opportunity and the tools at your disposal to
5 use Demand-Side Management Programs however you wish.

6 Based on what you know, do you want to
7 use those tools or not? And based on that, how do you
8 want to run your operation? Do you want to invest
9 more in your product or in overhead? Those two
10 questions are at the heart of this -- of this MEEIA
11 prudency review, and I think the answers are clear.

12 A reasonable and prudent operator of
13 energy efficiency programs would use what they have,
14 especially after they ask for Commission authorization
15 to have those measures available. A reasonable and
16 prudent operator would also employ a budget that
17 prioritized muscle over fat, avoided costs and savings
18 over administrative costs.

19 This case exists because per Commission
20 rule, Staff conducted a prudency evaluation of
21 Evergy's Cycle 2 programs pursuant to the MEEIA from
22 April 1st, 2018 to the end of calendar year 2019.
23 Staff has discovered that Evergy, despite spending
24 ratepayer money to implement the demand side
25 infrastructure of smart thermostats throughout its

1 service territory, has not been -- meaningfully been
2 calling demand response events using that
3 infrastructure. Staff politely describes this as,
4 quote, not maximizing customer benefits.

5 That is a fair description, but I prefer
6 to think of this as Evergy asked for money for a tool.
7 They got the money and the tool, said the tool would
8 be useful and then didn't use it to what the tool
9 could do. This is not prudent -- it is not prudent to
10 invest in energy efficiency if you're not going to use
11 it without good reason.

12 Let's look at the thermostat programs.
13 In 2017, Evergy had already seen that its installation
14 levels for its smart thermostats were far beyond what
15 projections thought the adoption rate would be.
16 Customers were taking the thermostats. And why
17 wouldn't they? From -- from the participant
18 standpoint, it's free. It's being subsidized by
19 non-participants. And from Evergy's perspective,
20 Evergy is not out of pocket to provide the thermostats
21 and so the adoption rate skyrocketed.

22 However, given the adoption rate, at any
23 point from 2017 onward, Evergy had the knowledge that
24 its incentive level was encouraging adoption faster
25 than expected and spending non-participant money

1 faster than necessary to put out -- their thermostats
2 out. Evergy itself, in responses that Staff has
3 actually reprinted in its reports, stated that the
4 company gave out over 2,000 thermostats over the
5 review period and got less than 900 back from
6 customers who didn't install them.

7 This means that over 1,000 thermostats
8 went out into those Evergy service territories and
9 weren't being used to the extent they could to call
10 demand response events.

11 Looking at Evergy's Demand Response
12 Incentive Program, again customers were enticed to
13 adopt demand side infrastructure and be available --
14 and to be available for curtailment, but Evergy gave
15 customers incentives regardless of whether that DRI
16 customer actually participated in the curtailment
17 event.

18 There were penalty for these customers
19 that didn't participate. But as Staff's report shows,
20 those penalties came nowhere -- came nowhere to
21 matching or exceeding the original incentive amount.
22 Meaning that participants could make significant
23 amounts of money simply for signing up for the program
24 and nothing else.

25 This is not meaningful energy efficiency.

1 And at any point from the inception of Cycle 2 onward,
2 a reasonable and prudent operator would see that its
3 methods needed to change if it wanted to induce actual
4 customer behavior.

5 Then there's the nature of the Southwest
6 Power Pool -- or SPP. There's the nature of the
7 Southwest Power Pool fees, which I will use the
8 acronym SPP, and locational marginal pricing or LMP.
9 At any point in Cycle 2, Evergy knew or should have
10 known that its Demand Response Programs could realize
11 savings for customers by minimizing coincident peaks
12 and load periods during times of high LMP.

13 We know that Evergy knows about this
14 potential because the prospect of so reducing SPP fees
15 and so taking advantage of LMP were two of the bases
16 Evergy used to promote the continuation of these
17 programs into Cycle 3. They cert-- and if they
18 couldn't have realized those savings, they certainly
19 could have at least tried. But from Staff's reports,
20 Staff states that they found no such attempt from the
21 part of the company.

22 Evergy's response to Staff DRs, which are
23 again reprinted directly into Staff's reports, state
24 that Evergy did not consider bidding its contracted
25 demand response capacity into the SPP market. Evergy

1 actually goes so far as to say now to -- to indicate
2 that that's not even possible. If that's not possible
3 to the extent that was promised, how does it make any
4 sense to base Cycle 3 on these savings that cannot be
5 achieved?

6 And there's more. On top of what Staff
7 found, OPC's chief economist, Dr. Geoff Marke,
8 analyzed Evergy's overhead expenses and found that
9 Evergy's management cost for these programs marks the
10 greatest amount of non-incentive admin-- expenditures
11 relative to incentive costs for any prudence review
12 period in Missouri history.

13 For the entirety of the MEEIA statute,
14 since 20-- since 2009, over a decade, no other utility
15 has come close to devoting so much of their MEEIA
16 dollars into overhead and administrative costs. Geoff
17 Marke found that Evergy Missouri Metro's
18 administrative cost spending level is more than
19 17 percent of the national average for this ratio of
20 non-incentive to incentive spend. For Evergy Missouri
21 West, it's 21 percent higher. This national average,
22 as reported by the US Energy Information
23 Administration, is a little less than 40 percent for
24 the utilities that they reviewed. These were 600
25 different electric utilities across the US who

1 self-reported their data.

2 Here's a key question. How much of
3 Evergy Missouri West's energy efficiency program
4 budget is devoted to non-incentive and administrative
5 costs through this prudence period? The answer is
6 59 percent. And for Evergy Missouri -- and for Evergy
7 Missouri Metro, it's 55 percent. More than half.
8 Most. For both companies, most of the MEEIA dollars
9 are going to overhead expenses.

10 At this point the question may occur --
11 may occur to you: So what? 55 and 59 are just
12 numbers. Consider that these are huge outliers even
13 compared to the previous years of Evergy's experience.
14 Despite building on the purported success of MEEIA
15 Cycles 1 and the early years of Cycle 2, the
16 administrative costs for Evergy have been increasing.

17 From -- in 2013, you had every -- you had
18 administrative costs for both companies at 31 percent
19 and 46 percent. Forgive me. I forget which number is
20 associated with which -- with which Evergy company.
21 But from that low, it then increased to over half at
22 what we're looking now in this review period.

23 Consider also that Evergy and the
24 Commission require program funds for the low-income
25 weatherization program to limit those administrative

1 costs to no more than 13 percent of total program
2 funds. This limit makes sense, because if you want
3 the most bang for your energy efficiency buck, you're
4 going to prioritize incentive and measure spend over
5 padding administration. That same reasoning should
6 apply to Evergy's overall MEEIA programs, not just the
7 ones for low-income customers.

8 Now, Dr. Marke is not recommending that
9 we hold Evergy strictly to this 13 percent standard.
10 Instead, Dr. Marke recommends an additional
11 1.9 million dollars disallowance on top of the
12 disallowances in Staff's reports to account for this
13 imprudent administrative expense.

14 Disallowing this sum would place Evergy's
15 non-incentive to incentive spend ratio at 50/50,
16 placing Evergy more in line with the national average
17 in terms of this ratio of overhead-to-program expense.
18 The Commission should issue this disallowance in order
19 to serve as a downward pressure on Evergy's
20 administrative spending.

21 If Every was in a competitive market and
22 had to promote its energy efficiency programs
23 alongside competitors, Evergy would continually need
24 to cut payers, shave administrative costs and
25 perpetually pursue the goal of being better than the

1 average.

2 But we don't have that here. Evergy is a
3 monopoly with a Commission-authorized Demand-side
4 Management Program. And if we want this to get
5 better, if we want the company to have a real
6 financial incentive to correct this ratio of
7 administrative to non-administrative costs, we need
8 some type of force -- outside force. And that force
9 comes from the Commission here.

10 This case is where the Commission can
11 decide where the buck stops for both the disallowances
12 offered by Staff and OPC. Do we want to judge energy
13 efficiency programs by whether they're going to be
14 used or not? Are we going to judge programs based on
15 how they can stay efficient or not?

16 As previously explained, the Office of
17 Public Counsel offers the testimony of witness
18 Dr. Geoff Marke who will be available to take any
19 questions throughout -- well, when he's called to the
20 stand during this proceeding. Otherwise, I am
21 available to answer any general questions from the
22 Commission to the extent I can.

23 JUDGE HATCHER: Thank you, Mr. Hall.

24 Are there any Commissioner questions for
25 Office of the Public Counsel? Okay. And I have no

1 questions.

2 Let's move onto our first witness, and we
3 will -- we will be going by the -- the pre-arranged
4 order provided by the parties. I believe the first
5 witness is John Carlson of Evergy. Mr. Carlson, if
6 you would say hello so we can identify you on WebEx.
7 You're still muted, Mister --

8 THE WITNESS: My apologies. I thought I
9 was unmuted. John Carlson with Evergy.

10 JUDGE HATCHER: Thank you, sir. I'm
11 going to swear you then and then I'll ask your
12 attorney to go ahead and begin with your questioning.

13 (Witness sworn.)

14 JUDGE HATCHER: Thank you. And
15 Mr. Fischer, go ahead.

16 MR. FISCHER: Thank you, Judge.

17 JOHN CARLSON, being first duly sworn, testified as
18 follows:

19 DIRECT EXAMINATION BY MR. FISCHER:

20 Q. Please state your name and address for
21 the record.

22 A. John Carlson, 1200 Main Street, Kansas
23 City, Missouri 64105.

24 Q. Are you the same John Carlson that caused
25 to be filed in this proceeding Rebuttal and

1 Surrebuttal Testimony in this case?

2 A. I am.

3 Q. Do you have any changes or corrections
4 that you need to make to that testimony?

5 A. No, I don't.

6 Q. If I were to ask you the same questions
7 that are contained in that testimony, would your
8 answers be the same? And are they true and accurate
9 to the best of your knowledge and belief?

10 A. Yes, they are.

11 MR. FISCHER: Judge, I don't know if
12 you'd like to mark those exhibits perhaps Exhibit 3
13 and 4? And if so, I'd like to then have them marked
14 and admitted in the record and tender the witness for
15 cross.

16 JUDGE HATCHER: Okay.

17 MR. KEEVIL: Mister -- could I ask a
18 question, Judge? Mr. Fischer, did you say he had
19 Surrebuttal? Because I'm showing he had some hybrid
20 thing called Sur-Surrebuttal.

21 MR. FISCHER: I'm sorry. That's correct,
22 Mr. Keevil. You're right. It's called
23 Sur-Surrebuttal. That was what we called it in this
24 case.

25 MR. KEEVIL: Okay. Thank you.

1 MR. FISCHER: And it's -- there's two
2 pieces, Rebuttal and then the Sur-Surrebuttal.

3 Judge, should I mark that -- have that
4 marked as 3 and 4?

5 JUDGE HATCHER: Yes. I'll go ahead and
6 take care of that. We have a slightly different
7 system with our Covid precautions on taking exhibits.
8 I will take the responsibility of submitting your
9 exhibits and getting them marked.

10 Are there any objections to the
11 submission of Exhibit 3 and 4 offered by Mr. Fischer?
12 Let the record reflect there were no objections.
13 Exhibit 3 and 4 is admitted.

14 (Exhibits 3 and 4 were received into
15 evidence.)

16 JUDGE HATCHER: The witness is tendered.
17 Mr. Hall, your witness.

18 MR. HALL: Thank you.

19 CROSS-EXAMINATION BY MR. HALL:

20 Q. Mr. Carlson, good afternoon.

21 A. Good afternoon.

22 Q. Mr. Carlson, how long have you been
23 working at Evergy?

24 A. A little over 15 or -- almost 16 years.

25 Q. And what's your current role at Evergy?

1 A. I am senior manager of market operations,
2 I believe. Mr. Fischer said operations, but market
3 operations.

4 Q. Am I understanding that role correctly
5 that your primary responsibility then is to oversee
6 the Missouri companies' operations and daily
7 submissions into the SPP network?

8 A. That's -- that's a fair statement, yes.

9 Q. Given that role and responsibility, can
10 you explain to me -- in your testimony you refer to a
11 monthly system peak. What do you mean by "system
12 peak"?

13 A. So I believe in my testimony in that se--
14 in those sections I was referring to the monthly peaks
15 for the Evergy Metro and Missouri West systems.
16 There's also a monthly peak for the SPP system as a
17 whole, so the -- the -- the monthly of the combined
18 SPP entities, there's monthly peak there as well.

19 Q. How does the system peak relate to LMP?

20 A. That's a good question. I'm not sure
21 there's a direct -- I'm not sure there's a direct
22 relationship between a system peak and an LMP. LMPs
23 are based on the topology of the SPP system from a
24 transmission and generation perspective. Loads on the
25 system, wind on the system, LM-- and system peaks are

1 based on actual retail load from the entities within
2 SPP.

3 Q. So in your mind, the system peak is not
4 when LMP is highest?

5 A. Not necessarily.

6 Q. When is LMP the highest?

7 A. It could be at the -- well, to be quite
8 frank, no one really knows from a market participant
9 perspective. That -- that -- the LMPs could spike
10 because a generator trips off line at a particular
11 point in the system that causes a lot of system
12 congestion and would ultimately cause the LMPs to
13 spike.

14 The LMPs could spike from a transmission
15 outage that -- that happens. LMPs could spike because
16 of weather events causing an issue, storms coming in
17 and causing transmission or system issues, wind
18 dropping off line. It's not just based off of system
19 loads peaks, but it could be a multitude of system
20 issues.

21 And it could even be issues that aren't
22 in or -- and around our territory. The SPP footprint
23 goes from almost the Canadian border down to around
24 Texas, over to mid-Missouri and -- and out to New
25 Mexico. So the system is very broad. There could be

1 an issue in New Mexico that we don't even see here
2 that could cause LMPs in the system to increase.

3 Q. So Mr. Carlson, do you disagree with --
4 would you agree with me that locational marginal
5 pricing is generally higher when the demand on the
6 system is higher?

7 A. That -- that's -- that's probably fair,
8 yes. On an average basis, you could expect higher
9 LMPs when demand is higher.

10 Q. And so when people -- and when people
11 speak of peak demand, that peak demand often
12 correlates with what can be the monthly system peak.
13 Correct?

14 A. It can -- I'm sorry. Could you restate
15 that? I want to make sure I understood your question.

16 Q. Sure. When people speak of -- this is
17 the problem with the vocabulary. I have to remember
18 exactly what I said.

19 When people speak of peak demand, would
20 you agree that the times of peak demand often
21 correlate with what is -- what can be, rather, the
22 monthly system peak?

23 A. I don't know if I would use "often."
24 Quite frankly, I'm not sure if "often" is -- is it
25 more than 50 percent of the time? I don't know that

1 for sure. Again, we could see a monthly peak in the
2 Southwest Power Pool because other parts of the
3 Southwest Power Pool have a high demand on load,
4 whereas maybe in the Metro Kansas City area, we don't.

5 There could be a cold front in -- in
6 Missouri and it could be really hot in New Mexico
7 and -- and north Texas where we have some -- some SPP
8 load that could cause the LMPs to increase.

9 Q. But Mr. Carlson, will you agree with me
10 that the logic of having a demand response curtailment
11 event is that you're curtailing demand at a point
12 where you could have high LMP?

13 A. I think the -- the intent of our programs
14 is to -- to curtail when we have projected high --
15 high demand, not necessarily high -- not necessarily
16 high LMPs. If we were looking at our system peak,
17 which our programs are designed to -- to help reduce,
18 that's what we're shooting for; trying to reduce those
19 high peaks.

20 Q. Do you think that if Evergy calls more
21 demand response events, that it would be more likely
22 to hit the system peak for a month?

23 A. Perhaps. I say that because there are
24 some months that it is really difficult to determine a
25 monthly peak. In the first part -- in the early parts

1 of summer in June, you get some days that are really
2 warm, you get other days that are really cold. So
3 trying to nail down the exact hour of when a peak
4 occurs is very difficult.

5 It's marginally easier later in the
6 summer when we know -- I say we know. We have an
7 approximation of when system peaks might be.
8 Typically later in July, August time frame is when you
9 kind of see that system peak. But even then, it's
10 not -- it's not a given.

11 Q. I want to make sure I heard you
12 correctly. Were you saying that you're more likely to
13 hit your peak in the summer?

14 A. We are -- we are a summer peaking
15 utility. And by that -- by "utility," I mean across
16 both Metro and Missouri West we still have a summer
17 peak.

18 Q. Sure. And so if Evergy called more
19 demand response events -- let's just limit to summer
20 then. Do you think you'd be more likely to hit the
21 monthly peak then?

22 A. Yes. That's a fair statement.

23 Q. And if you are more likely to hit the
24 system peak, are you more likely to save on SPP fees
25 as well?

1 A. Let me make sure I understand that
2 question. Are you -- you're saying if we called more
3 events and potentially hit the system peak, we would
4 save more on SPP fees?

5 Q. Correct.

6 A. I believe that is -- that is correct. We
7 could save more than we already are on SPP fees, yes.
8 By the very nature of programs, if we call an event,
9 we're saving SPP fees. We're saving them now with the
10 events that we've called.

11 Q. Thank you. Mr. Carlson, I would like to
12 get like a really bare bones understanding of how your
13 group interacts with Mr. File's group. So is it fair
14 to describe your group as the power purchasing team?

15 A. We -- so my group, we offer in our
16 generation to the Southwest Power Pool on a daily
17 basis and we bid in our loads. So to the extent when
18 you say power purchase, we are buying our load from
19 the Southwest Power Pool --

20 Q. Sorry -- pardon my interruption. How
21 about this? Mr. Carlson, what should I call your
22 group within Evergy?

23 A. You could call us power marketing, I
24 guess.

25 Q. Okay, Mr. Carlson. Does the power

1 marketing group engage with Mr. File's demand response
2 team?

3 A. We do during the summer.

4 Q. My understanding is that during the
5 summer, you're meeting internally on a weekly basis;
6 is that correct?

7 A. That is our intent. There are times we
8 have to maneuver that meeting, but it's approximately
9 on a weekly basis.

10 Q. And you usually meet on Mondays to gauge
11 whether SPP is going to reach a system peak. Am --
12 correct?

13 A. We meet on Mondays and discuss what that
14 next week looks like. Do we believe there -- you
15 know, could there be a system peak? Are there any
16 factors on the system -- on the SPP system that we
17 need to take into account that we know of that's
18 publicly available information?

19 You know, quite frankly, like I said,
20 there are a lot of things we just don't know about and
21 won't know about. Transmission outages. As a
22 marketing person, I can't know about those unless
23 they're public knowledge. So there's some things that
24 come up that we just can't predict.

25 Q. Sure.

1 A. But from a weather and a potential load
2 perspective, yes, we're meeting on a weekly basis and
3 trying to determine if we perceive that a peak could
4 occur during that week.

5 Q. How many months are in a -- sorry.
6 There's four months in Evergy's summer period.
7 Correct?

8 A. That's correct.

9 Q. June through September?

10 A. That's right.

11 Q. So then that -- you're looking at 16 --
12 at least 16 monthly -- 16 weekly meetings. Correct?

13 A. That's correct.

14 Q. And it's these meetings where -- are --
15 these are the meetings where you're deciding whether
16 to call an event for the next weak. Correct?

17 A. We may not make the final decision on
18 calling an event in that meeting unless there was a
19 need in the day or two following that meeting.

20 Typically what we would do is discuss the
21 potential forecast of load and/or temperatures on the
22 system for that next week. And if we saw in one of
23 days after that meeting a potential need, we would
24 typically have a follow-up meeting closer to that
25 potential event to see if -- if the load forecasts and

1 the temperatures have indeed turned out to be as we
2 had projected initially.

3 Q. And so you mentioned a follow-up meeting.
4 Does that -- that -- that always happens after your
5 initial meeting. Correct?

6 A. Not always. If -- if it were early in a
7 season and -- and we weren't projecting a peak for
8 that -- that week, we may not have a follow-up
9 meeting. We're typically looking at historical peaks
10 relative to current projections to determine, you
11 know, is there a -- is there a correlation in terms of
12 how we can expect that peak to come in for the system.

13 And then if there was a projected peak in
14 that month -- or excuse me, in that week, then we
15 would typically schedule a follow-up meeting if we
16 thought there was a chance of calling a demand
17 response event.

18 Q. So following the timeline then, so mon--
19 assuming that you've met with File's group on Monday,
20 you decide to call an event, does -- is there an
21 internal follow-up meeting closer to the planned event
22 to confirm whether you're going to have the demand
23 response event?

24 A. There may not be -- there may not be a
25 follow-up meeting. There could be some e-mails back

1 and forth to make sure nothing has changed. I
2 wouldn't say it's set in stone that we have a
3 follow-up meeting every time there's a potential
4 event.

5 Q. But there is a check -- but there is --
6 you're -- is it fair to say that there's a check-in
7 at -- is it fair to say after Evergy has decided to
8 call an event, there's at least one check-in before
9 you finally proceed to actually call the demand
10 response event?

11 A. I would say that's -- that's more than
12 atypical. That's typically what happens, yes.

13 Q. Thank you. I have no further questions.

14 JUDGE HATCHER: Thank you, Mr. Hall. And
15 now we go to Mr. Keevil.

16 MR. KEEVIL: Yes, Judge. Just a couple
17 questions.

18 CROSS-EXAMINATION BY MR. KEEVIL:

19 Q. Mr. Carlson, how often does your
20 department forecast the respective Evergy load?

21 A. We -- we look at a forecasted load on a
22 daily basis. We have an outside -- we have an outside
23 vendor that we currently use that forecasts load for
24 the Evergy system.

25 Q. And is it just done once a day

1 forecast-wise for each Missouri Metro and Missouri
2 West?

3 A. That's correct.

4 Q. You mentioned something in your response
5 to Mr. Hall there about the difficulty of forecasting.
6 Let me ask you this. In your opinion, does the
7 difficulty of forecasting the respective Evergy system
8 peaks alleviate Evergy's responsibility to manage
9 costs prudently?

10 A. I'm sorry. Can you -- can you restate
11 that? I want to make sure I understood that question.

12 Q. Yeah. Just because -- just because it's
13 difficult to forecast system peaks, does that
14 alleviate or eliminate your -- your company's
15 responsibility to manage costs prudently, in your
16 opinion?

17 MR. FISCHER: Your Honor, I would object.
18 I think that calls for a legal -- a legal conclusion.

19 MR. KEEVIL: Well, I -- I don't think it
20 does. I mean he was talking about the difficulty of
21 all the different things that went into forecasting in
22 response to Mr. Hall's questions. And I think -- I'm
23 just asking for his opinion does -- whether that
24 eliminates the responsibility to manage costs
25 prudently -- fuel costs. I'll limit it to fuel costs

1 if that's --

2 JUDGE HATCHER: Overruled. I'll allow
3 Mr. Carlson to answer that.

4 THE WITNESS: So we should -- should
5 manage our programs efficiently whether there's --
6 load forecast are difficult to project or not.

7 BY MR. KEEVIL:

8 Q. Well, you said "efficiently." I think my
9 question was termed in -- phrased in terms of
10 prudently. Would you -- you would have the same
11 answer? You should be prudent whether it's difficult
12 or not. Correct?

13 A. Yes. I would agree with that.

14 Q. Thank you.

15 MR. KEEVIL: I don't think I have any
16 further questions, Judge. Thank you.

17 JUDGE HATCHER: Thank you, Mr. Keevil.
18 Any Commissioner questions? All right. The Bench has
19 a question.

20 QUESTIONS BY JUDGE HATCHER:

21 Q. Mr. Carlson, can you tell me how many
22 curtailment events were called? I understand from
23 Mr. Fischer's opening statement and your pre-filed
24 testimony there were five, and I can list off those
25 dates. I'm looking for the breakdown of -- between

1 the residential program and the DR program and between
2 Metro and West. Can you answer that or is that
3 somebody else better?

4 A. Judge, that would be Mr. File. He would
5 have that type of detail.

6 Q. Okay. Thank you.

7 A. Sure.

8 JUDGE HATCHER: I don't have any other
9 questions. Mr. Carlson, you are excused if you --

10 MR. FISCHER: Judge -- Your Honor --
11 Judge, I have just a couple questions on redirect if
12 that would be appropriate?

13 JUDGE HATCHER: I'm sorry. Go right
14 ahead. Redirect.

15 REDIRECT EXAMINATION BY MR. FISCHER:

16 Q. Mr. Carlson, you had a discussion with
17 Public Counsel regarding the system peak. And I
18 believe you indicated that it's not necessarily the
19 time when -- when LMP prices are at their highest
20 level. Do you recall that?

21 A. Yes, I do.

22 Q. Now, would you explain to the Commission
23 why that's the case?

24 MR. FISCHER: Judge, I think I might have
25 lost him.

1 MR. HALL: Mr. Carlson, if you could hear
2 us, please turn off -- perhaps if you turn off your
3 camera, we can still hear you.

4 JUDGE HATCHER: Mr. Carlson appears
5 frozen. I'm going to give this about 30 seconds and
6 we were scheduled to take a break anyway. So let's
7 see if Mr. Carlson logs on quickly here. Mr. Carlson,
8 are you there?

9 THE WITNESS: I can come over there.

10 MR. FISCHER: I think we're rearranging
11 our seats, Judge.

12 JUDGE HATCHER: I'm hearing that.

13 MR. HARDEN: I think we may have had some
14 technical issues here. Yeah. Come on over here.
15 Yeah, we're going to play some -- Mr. Carlson's coming
16 over here to commandeer this screen.

17 JUDGE HATCHER: Thank you, Mr. Harden.

18 Tracy, our court reporter, please take
19 note Mr. Carlson will be testifying but from
20 Mr. Harden's connection.

21 Mr. Fischer, if you want to repeat your
22 question.

23 MR. FISCHER: Yes, Judge.

24 BY MR. FISCHER:

25 Q. I believe I asked you would you explain

1 why that's the case that just because if the system
2 peak doesn't necessarily mean you're going to have the
3 highest locational marginal prices and why that's the
4 case?

5 A. Well, there are -- there are definitely
6 hours during the year or let's say the summer, for
7 ease of argument, when temperatures -- let's say
8 temperatures and load in the Midwest in the Kansas
9 City area could be relatively mild for that particular
10 month. But if you have let's say 600, maybe 1,200
11 megawatts of generation come off line somewhere else
12 in the Southwest Power Pool that's not related to our
13 load in any way, shape or form, that can cause the
14 LMPs in the Southwest Power Pool to rise fairly
15 quickly.

16 Now, why does that happen? That could
17 happen for a mul-- multitude of reasons. Chief among
18 them could be a need to bring on much more expensive
19 generation to cover that loss of 1,200 megawatts of
20 load. You could bring on natural gas CTs, oil
21 fired -- oil-fired generation that's much more
22 expensive than maybe a base load unit. And again,
23 that may not have anything to do with our load in
24 the -- in the Kansas City Metro area.

25 Q. Mr. Carlson, how hard is it to predict

1 the single hour in any particular month where the LMP
2 prices are going to be at their absolute highest
3 level?

4 A. As I mentioned, there are so many
5 dynamics to LMP pricing in -- in the Southwest Power
6 Pool. There are transmission issues that come up
7 randomly, there are -- there's generation, as I said,
8 that might trip off line. There -- there's generation
9 that might come online somewhere that wasn't planned
10 for by SPP. So -- so ultimately coming up with the
11 single hour on a monthly basis when LMPs are the
12 highest is increasingly difficult.

13 And I'll give an example. I think I
14 wrote this in my testimony. We could have, on a
15 day-ahead basis, an expectation that temperatures are
16 really hot, it looks like it's going to be a lot of
17 load on the system and, therefore, perhaps LMPs are
18 going to be higher. We make an assumption the
19 day-ahead numbers come in, but in actuality in the
20 real-time, those LMPs drop off quite a bit.

21 Now, if we ended up being short on that
22 production and we had to buy some of that generation
23 in the real-time market, we could end up spending more
24 than a potential benefit was there. So it's -- it's
25 not as easy as saying after the fact these LMPs were

1 high, we should have called an event.

2 Q. Is that an example of this arbitraging of
3 the local -- of the local marginal prices that we
4 discussed in our opening?

5 A. That is, yes, sir.

6 Q. Is it more difficult -- is it more
7 difficult to predict the highest locational marginal
8 price on any single month than it is to predict the
9 monthly peak itself or not?

10 A. I mean we're kind of splitting hairs. I
11 don't think it's easy to predict monthly peaks. We
12 would have a general idea from a system peak
13 perspective. Summer -- a summer peaking perspective,
14 as I mentioned, is typically in that late July, early
15 August time frame.

16 When you get down to monthly peaks, it's
17 even more granular than that. In particular, you're
18 looking at June, for instance, is -- is more difficult
19 because it's a transitional month so you're getting
20 some cold days, some warm days. Likewise, September
21 is in the same scenario. But LMPs are so varied due
22 to the market dynamics that I would say those are
23 arguably more difficult to -- to pick the days and the
24 hours when LMPs are highest.

25 Q. Well, under Evergy's Demand Response

1 Programs, are you attempting to reduce those monthly
2 peaks?

3 A. No. The -- the DSIM programs are
4 designed for reducing system peak, not monthly.

5 Q. Is it your understanding that's been
6 approved by the Commission?

7 A. That is my understanding, yes, sir.

8 Q. I believe you also had a conversation
9 with Public Counsel about hitting the summer peak and
10 saving SPP fees. Do you recall that?

11 A. I do.

12 Q. When you -- when you hit the month --
13 when you hit the annual peak, do you typically save
14 SPP fees?

15 A. We could save SPP fees on the annual
16 peak, yes.

17 Q. During this audit period, do you know,
18 did you have save SPP fees when you hit the annual
19 peak?

20 A. In fact, we saved SPP fees for the three
21 separate events that we had called. I believe it was
22 two in KCP&L, one in GMO, although I might be -- I
23 might be switching those. But the net effect of our
24 calculation was about 375,000 of savings due to
25 Schedule 11 fee reductions and Schedule 1A fee

1 reductions. But again, that wasn't the driving force
2 behind these programs. It was system peak. Those
3 were ancillary benefits that -- that occurred because
4 of us calling the events we called.

5 Q. You were asked some questions about when
6 you meet with Mr. File's group. Do you recall that?

7 A. Yes.

8 Q. Why don't you meet with Mr. File's group
9 in non-summer months to consider calling curtailment
10 events?

11 A. Because the MEEIA programs were designed
12 for a -- as a summer peaking product and explicitly
13 named June through September as the applicable months
14 for those programs.

15 Q. If you were to adopt the arbitraging
16 strategy that's suggested by Staff and Public Counsel,
17 would that -- would that have to change?

18 A. If -- I mean if you were looking at it on
19 an annual basis, yes, if -- yes, it would. I guess
20 presumably if the programs were re-written, if
21 customer incentives were -- were analyzed and --
22 and -- and customer participation analyzed and re--
23 and again, those programs re-written, I guess we could
24 implement something like that in the summer. But
25 you'd have to rewrite the programs for sure if you had

1 to -- if you were looking at a program like that for
2 the whole year.

3 Q. Well, if you were going to call
4 curtailment events every day, as Dr. Marke has
5 suggested, would you be meeting a lot more often with
6 Mr. File's group?

7 A. Yes.

8 Q. Why would that be?

9 A. Well, we'd have to be determining the
10 hours when we were going to call events, the
11 jurisdictions, the type of programs. I mean these are
12 all parts of the discussion that we go through when --
13 when we meet on a weekly basis. If we were calling
14 every day, we'd be having some sort of a communication
15 on a daily basis.

16 Q. I think Mr. Keevil asked you a question
17 about whether it would be prudent to do something. Do
18 you remember that?

19 A. I do.

20 Q. Would it be prudent to be calling
21 curtailment events on every day through the year?

22 A. I don't -- I don't think that it would.

23 MR. HALL: Objection, that -- that calls
24 for a legal conclusion.

25 MR. FISCHER: I think he was allowed to

1 discuss that before, Judge.

2 JUDGE HATCHER: State the question again,
3 Mr. Fischer.

4 MR. FISCHER: I was just asking whether
5 it would be prudent to be calling events on every day
6 of the -- or curtailment events on every day of the
7 year.

8 JUDGE HATCHER: Mr. Hall, you did kind of
9 open that can of worms. I'll go ahead and let him
10 answer. Overruled. Mr. Harden -- or I'm sorry,
11 Mr. Carlson.

12 THE WITNESS: No, I don't -- I don't
13 think that would be prudent.

14 MR. FISCHER: Judge, that's all the
15 questions I have. Thank you very much.

16 JUDGE HATCHER: Okay. I am going to very
17 slightly shake things up. I have one more question I
18 would like to ask Mr. Carlson. That will, of course,
19 reopen it to recross and redirect based on that
20 question.

21 FURTHER QUESTIONS BY JUDGE HATCHER:

22 Q. Mr. Carlson, my question is, wouldn't it
23 stand to reason that the more events Everygy calls, the
24 more likely to hit the system peak for that month and
25 save on SPP fees?

1 A. If we called more events on a monthly
2 basis, then that would increase our likelihood of
3 hitting a system peak and should reduce SPP fees more,
4 yes.

5 Q. Just foreseeing the potential question on
6 the other side, has Evergy done any calculations as to
7 the effect on its customers of calling more events?

8 A. I would ask that you -- you ask Mr. File
9 that. He's -- he's more involved with the customer
10 program design than I am.

11 Q. Okay. Thank you.

12 JUDGE HATCHER: And we'll go back to
13 recross, if anyone has any questions based on my two
14 recent questions.

15 MR. HALL: None, Judge. Thank you.

16 MR. KEEVIL: None, Judge. Thanks.

17 JUDGE HATCHER: Thank you. Any redirect?

18 MR. FISCHER: Yes, Judge just briefly.

19 FURTHER REDIRECT EXAMINATION BY MR. FISCHER:

20 Q. I may have misunderstood the Judge's
21 question, Mr. Carlson, but I thought he asked you
22 whether calling more events would -- you'd be more
23 likely to hit the monthly peak rather than the system
24 peak?

25 JUDGE HATCHER: No, I asked about the

1 system peak.

2 MR. FISCHER: Okay. I'm sorry, Judge. I
3 have no questions then.

4 JUDGE HATCHER: Okay. All right. Then
5 we are going to take that promised break. By my
6 watch, it is 3:18. Let's meet back here, so to speak,
7 at 3:30. 3:30. We are in intermission. Thank you
8 all.

9 MR. FISCHER: Judge, may Mr. Carlson be
10 excused or do you want him to stay? I think he's
11 planning to stay at least the rest of the day, but --

12 JUDGE HATCHER: It would be nice if you
13 could stay, but everyone's had their shot to ask you
14 questions. You're excused.

15 MR. FISCHER: Thank you.

16 JUDGE HATCHER: Okay. We are in
17 intermission if that wasn't official before.

18 (A recess was taken.)

19 JUDGE HATCHER: Okay. I have 3:30.
20 Let's come back from intermission and stay on the
21 record. The next witness I have is Mr. Brian File
22 from Evergy. Mr. File, are you on the line?

23 MR. STEINER: He is, Judge. He's going
24 to use my computer.

25 JUDGE HATCHER: All right. Tracy, the

1 court reporter, please note that Mr. File will be
2 testifying from Mr. Steiner's log in.

3 (Witness sworn.)

4 JUDGE HATCHER: Thank you. And Everygy,
5 your witness. You're -- you're muted, Mr. Harden.

6 MR. HARDEN: Try again.

7 BRIAN FILE, being first duly sworn, testified as
8 follows:

9 DIRECT EXAMINATION BY MR. HARDEN:

10 Q. All right. Thank you. Good afternoon.
11 Mr. File, will you state your name for the record,
12 please?

13 A. Brian A. File.

14 Q. Great. And with whom are you employed,
15 Mr. File?

16 A. Everygy.

17 Q. And what is your position?

18 A. I am the director of demand side
19 management products.

20 Q. Great. And what's your business address,
21 Mr. File?

22 A. 1200 Main Street, Kansas City, Missouri
23 64105.

24 Q. Great. And are you the same Mr. Brian
25 File that caused to be filed in this case both

1 Rebuttal Testimony, as well as Sur-Surrebuttal
2 Testimony?

3 A. I am.

4 Q. Great. And do you have any corrections
5 to that testimony today?

6 A. After some further review, I do actually.

7 Q. Great. Can you proceed to delineate to
8 the Commission what those corrections are?

9 A. Sure thing. Thanks for the opportunity.
10 It's in my Sur-Surrebuttal. Specifically starting on
11 page 7, there are a series of four tables; Table 3,
12 Table 4, Table 5 and Table 6. Each one of those
13 tables has an error in the title. For example, in
14 Table 3, the first column says Total Cost Per Megawatt
15 Hour, MWh. That should be per kWh, kilowatt hour.
16 And that's true for all the titles.

17 In Table 3, they should be per kilowatt
18 hour, as well as Table 5 they should be per kilowatt
19 hour. And in Tables 4 and 6, it says -- for example,
20 the first title says Total Cost Per Megawatt. It
21 should be total cost per kW, or kilowatt. And so that
22 is true of both Tables 4 and Table 6, those titles.

23 And then supplementary there are a few
24 numbers in the tables that we reviewed and found need
25 to be updated as well. Would you like me to read

1 through those?

2 Q. Yeah. Why don't you go ahead and do
3 that, please?

4 A. Sure. I'll start with Table 3, no
5 updates. Table 4, there are two numbers that need to
6 be updated. In the Missouri West row, if you find
7 that, in the Incentive Costs Per now kW, the number
8 should be 288.09. Right now it says 367.24. So we're
9 replacing that one. And in the other costs for that
10 same row of Missouri West, should be 380.60 instead of
11 what it's -- currently says is 240.05.

12 Q. Great.

13 A. That's all for Table 4. In Table 5,
14 there are two updates. In the column Incentive Costs
15 for the EIA 861 Average, which is the first row, for
16 Incentive Costs Per now Kilowatt Hour, it should say
17 .12 -- 0.12 instead of 0.20. And for Other Costs it
18 should say 0.8 instead of 0.1 -- or .01, I apologize.

19 And finally, in Table 6 for that same EIA
20 861 Average, which is the first row of Table 6, all
21 three numbers in that row need updated. The first
22 number should be Total Cost Per kW of 895.65. The
23 second number should be, for Incentive Cost, 552.34.
24 And the third number in that row for Other Costs
25 should be 343.31. And those are the updates to those

1 tables.

2 Q. Great.

3 MR. HARDEN: Your Honor, if you think
4 it's wise -- and I would actually be inclined -- to
5 file a errata sheet on those changes. I don't know if
6 you had thoughts on those. It was a fair number of
7 corrections, so.

8 JUDGE HATCHER: Yeah. Let's -- let's go
9 ahead and do that, Mr. Harden.

10 MR. HARDEN: Okay.

11 JUDGE HATCHER: I won't have that due for
12 at least a couple days. We'll discuss exhibits kind
13 of at the end, but we'll have time to take care of
14 that.

15 MR. HARDEN: Great. I appreciate it.

16 BY MR. HARDEN:

17 Q. Mr. File, did you have any further
18 corrections to any of your testimony?

19 A. I do not.

20 Q. Okay. So with those corrections, as you
21 sit here today, would your testimony be true and
22 accurate as when you filed, again with -- with those
23 corrections being made?

24 A. Yes.

25 Q. Very good.

1 MR. HARDEN: Your Honor, I'd tender
2 Mr. File for cross-examination.

3 JUDGE HATCHER: Thank you. And Mr. Hall.

4 MR. HALL: Thank you, Judge.

5 CROSS-EXAMINATION BY MR. HALL:

6 Q. Good afternoon, Mr. File.

7 A. Good afternoon, Mr. Hall. Good to see
8 you.

9 Q. So here's some clean-up I'm hoping you
10 can help me with. The Demand Response Incentive
11 Program, that is the same as the Business Demand
12 Response Program that Evergy's doing in Cycle 3.
13 Right?

14 A. Those programs are essentially similar in
15 terms of the fact that it's commercial industrial
16 programs that ask customers to curtail. Name's
17 different, as you noted. In Cycle 2, it's Demand
18 Response Incentive. In Cycle 3, it's Business Demand
19 Response. The incentive structures did change between
20 the two different cycles.

21 Q. So unless the dates didn't match, if
22 someone in the -- in this case was referring to the
23 Business Demand Response, they were more than likely
24 referring to the DRI program for Cycle 2. Right?

25 A. Now, I don't remember exactly when that

1 reference was, but if they were referring to Cycle 3,
2 they were probably referring to Business Demand
3 Response; Cycle 2, Demand Response Incentive.

4 Q. Great. Do you have a copy of
5 Mr. J Luebbert's Surrebuttal Testimony available?

6 A. I probably can find it, but I don't have
7 it readily in front of me.

8 Q. Unfortunately, this question does require
9 you to have it. If there's a way your counsel can
10 help me assist in getting that to him.

11 MR. HARDEN: Yeah, I'll get it to him.

12 THE WITNESS: Okay. Is this the Surre--
13 Surrebuttal dated October 14th? Is that the right one
14 from J Luebbert?

15 BY MR. HALL:

16 Q. I think it's 14th, but yes, October 14th.

17 A. October 14th, yeah. Sorry if I misspoke
18 there.

19 Q. So I'm looking at page 3 of his
20 Surrebuttal. I don't believe what Staff has indicated
21 as confidential need be confidential. Can you speak
22 to that and confirm whether -- technically my
23 question's compound. Can you speak to that and can
24 you confirm whether this stuff -- what is redacted
25 need remain confidential?

1 A. It looks like they marked it as
2 confidential. Maybe -- is that to your point?

3 Q. Yes.

4 A. Doesn't appear that there's any
5 confidential numbers in there that -- that I can see
6 in looking at his page there.

7 Q. Could you then turn to page 16?

8 A. Sure.

9 Q. Same ques-- same question. Need the text
10 and number that has been marked as confidential remain
11 confidential -- remain marked as confidential?

12 A. Can you remind me where that -- that
13 particular text came from?

14 Q. At the risk of testifying from my seat,
15 my understanding is that this came from Evergy's
16 Surrebuttal Report which was filed in Evergy's MEEIA 3
17 docket, EO-2019-0132. If you can't confirm that,
18 that's fine, but I just thought I'd ask at this point.

19 A. Yeah. It doesn't look familiar as if I
20 created or was a part of that, so I wasn't -- I
21 wouldn't want to speak to it. That's the only reason
22 I asked where it came from.

23 Q. But if the Commission wished to cite to
24 what has been marked as confidential on page 3, that
25 need not be confidential? It's the number that's the

1 issue?

2 A. Back to the page 3? I'm familiar with
3 that section that's labeled as confidential and I
4 don't believe there's anything confidential, if that
5 was your question.

6 Q. Thank you.

7 A. Uh-huh.

8 Q. Mr. File, how -- help me understand the
9 difference between calling an event for the different
10 programs. For a Demand Response Incentive or Business
11 Demand Response customer, when you call the -- when
12 you, quote, call the curtailment event, that is
13 effectively telling a customer to shut off. Correct?

14 A. For Demand Response Incentive Program,
15 the way we call events is we communicate with our
16 participants who have a contractual agreement. They
17 give us a list of contact folks to -- to communicate
18 with and we let them know that we're having an
19 event -- a demand response event. And they go through
20 whatever predetermined procedures are in place in
21 order to respond to that event.

22 So that can be, you know, altering their
23 schedule of production, for example. It can be
24 reducing load through lights or HVAC usage. I -- very
25 rarely does someone completely shut down during an

1 event just for clarification there, but -- but they do
2 alter their -- their usage in order to respond to the
3 event that they are under contract to do.

4 Q. Fair enough. So it's -- it's more
5 significant of a curtailment though then what a
6 residential customer would do through their thermostat
7 program. Correct?

8 A. What do you mean by "more significant"?

9 Q. So assume I'm a -- I'm a customer
10 participating in Evergy's thermostat program. If you
11 call an event through your thermostat infrastructure,
12 you are altering my thermostat by three degrees.
13 Correct?

14 A. There's a protocol that we set that
15 allows us to cycle the air conditioner compressor,
16 which tries to stay within a temperature band that can
17 be up to three degrees. So that's I think what you're
18 asking there.

19 Q. Right. And that is -- would you agree
20 with me that's far less significant than the
21 curtailment that you'd see in the DRI program?

22 A. I would say -- part of the reason I asked
23 for the clarification is on individual -- you know, we
24 get less kW reduction from one house than we do
25 usually from a DRI contract. If you think about a

1 commercial industrial facility and all the load that's
2 there, it's quite a bit more than individual customer.
3 So you have to have a lot more residential customers
4 to equal a C and I customer, if that's kind of where
5 you're going.

6 Q. No, that's exactly. Thank you, Mr. File.
7 So focusing on the prudence review hearing we have
8 now, am I correct that Evergy called two curtailment
9 events using the Residential Thermostat Demand
10 Response Program in 2018?

11 A. Yes. We called two of our thermostat
12 program events in 2018.

13 Q. Does that include a test event?

14 A. We did not call a residential test event
15 in 2018.

16 Q. How did the numbers compare for your
17 Demand Response Incentive Program in 2018?

18 A. We called two events in 2018 for demand
19 response incentive, that's the commercial industrial
20 program, with a test event in addition. And test
21 event may -- is it worth clarifying what that means to
22 us?

23 Q. No. I don't have that question pending.
24 Thank you, Mr. File.

25 A. Uh-huh.

1 JUDGE HATCHER: I would -- I would like
2 to know what a test event is, please.

3 THE WITNESS: Sure. So a test event to
4 us means we send out notification to customers to make
5 sure they're receiving the notification in preparation
6 for the season. Did all the texts go through and the
7 e-mails to the right people? And then we have the
8 participants go through their procedures either in
9 actuality or just through -- in the test process to
10 make sure they can go through and activate for an
11 actual event.

12 And then we can watch their load change,
13 you know, after the fact and we can tell them how
14 they're doing, make sure we validate all the stuff.
15 So that when an event does come, they're ready, right?
16 They've been through this process.

17 JUDGE HATCHER: Thank you. I apologize
18 for the interruption, Mr. Hall. Go ahead.

19 MR. HALL: Not at all, Judge.

20 BY MR. HALL:

21 Q. So from 2018, we had two curtailment
22 events for residential thermostats, two plus the test
23 event for DRI. And in 2019, you called five
24 thermostat demand response events; is that correct?

25 A. Correct.

1 Q. How -- how does that compare -- how many
2 DRI events did you call in 2019?

3 A. We called one test event and one actual
4 event.

5 Q. Around what time -- were these events
6 called around the same time each day?

7 A. For which period are you asking about?

8 Q. Oh. For -- in 2019, were the events
9 called around the same time each day?

10 A. Similar times. The event on July 18th in
11 2019 both encompassed the 4:00 to 5:00 time frame,
12 which is an important part for our system annual peak
13 as -- in terms of where we usually hit our peak hours
14 usually.

15 Q. Okay. And so the -- actually to get
16 further at what I'm trying to get at my question,
17 you've reprinted the dates and times for when these
18 events were called on page 11 of your Surrebuttal.
19 Correct?

20 A. The Sur-Surrebuttal?

21 Q. Of so-- your Rebuttal Testimony, my
22 mistake.

23 A. I do have that. Hold on. I have the
24 dates and times of the thermostat events -- the five
25 thermostat events in 2019.

1 Q. Well, based on my conversation with
2 Mr. Carlson, I understand that Ev-- that your group is
3 meeting with his group to decide when these events
4 would be -- best be called. From that, you agree then
5 that Everygy didn't call these events at any random
6 time. Right?

7 A. Correct. These were not random times.

8 Q. And this is because -- would you agree
9 that these times -- it's not random and their often
10 happens to be a regularity? Four out of five of the
11 events were called between 4:00 and 6:00?

12 A. Yes. The 4:00 to 6:00 time is an
13 important time for hitting system peak and so that is
14 not random, correct.

15 Q. Because -- because we're in Missouri and
16 it's -- in summer it's going to be hot and humid and
17 so that's when you're getting a lot of demand in -- in
18 the late of the day when everyone's turning on their
19 air conditioner. Right?

20 A. That typically drives some of the
21 reside-- residential peak load, correct, in the
22 afternoon.

23 Q. How does this timing compare in the 2018?
24 Do you see similar grouping?

25 A. Of when we called events?

1 Q. Yes.

2 A. Similar.

3 Q. Thank you. And for 2020, I'm curious.
4 How many events have you called in 2020 for either
5 your residential -- for both your Residential and your
6 Business Demand Response Programs?

7 A. Uh-huh. I'd have to look exactly when
8 the times are, but as I recall, we called two events
9 in 2020 summer season.

10 Q. From your recollection, was the timing of
11 those two events similar to the timing for these 2019
12 events?

13 A. It's probably a fair estimation, but I
14 can't recall off the top of my head. Again, I'm
15 trying to align with the system annual peak.

16 Q. Thank you. I have no further questions.

17 JUDGE HATCHER: Thank you, Mr. Hall.
18 That takes us to Mr. Keevil.

19 MR. KEEVIL: Yes, Judge, I'll have a few
20 questions here if I can figure out how to operate my
21 computer.

22 THE WITNESS: Hello, Mr. Keevil.

23 MR. KEEVIL: Let's see. Okay. Can you
24 hear me all right, Judge?

25 JUDGE HATCHER: I can.

1 MR. KEEVIL: Okay. Good.

2 CROSS-EXAMINATION BY MR. KEEVIL:

3 Q. Mr. File, there's been a lot of talk so
4 far about Evergy's primary objective with its MEEIA
5 programs being to lower the annual peak of -- I
6 believe was lower the annual system peak; is that
7 correct?

8 A. Correct.

9 Q. Okay. Did Evergy call demand response
10 events that coincided with the Evergy Metro and Evergy
11 West respectively system annual peaks in 2018 and
12 2019?

13 A. We believe that in looking back at the
14 season peaks, we impacted the season peaks in 2019 on
15 the specific day to drive value. In 2018, I can't
16 remember that one off the top of my head, but I think
17 it was the second highest peak day.

18 Q. So is that a -- is that a no or yes?

19 A. It's both. 20-- 2019, yes; 2018, second
20 highest is my recollection.

21 Q. Okay. What -- excuse me. What date and
22 time did the system annual peak occur for Evergy Metro
23 in 2018?

24 A. I do not know that number.

25 Q. Okay. What date and time did the system

1 annual peak occur for Evergy Metro in 2019?

2 A. I believe that was July 19th, hour ending
3 5:00 p.m.

4 Q. Okay. What date and time did the system
5 annual peak occur for Evergy Missouri West in 2018?

6 A. I do not know that date off the top of my
7 head.

8 Q. Okay. What date -- you probably know the
9 next question. What date and time did the system
10 annual peak occur for Evergy Missouri West in 2019?

11 A. I don't know that date off the top of my
12 head either.

13 Q. Oh, you didn't? Oh, I thought you'd know
14 that. Now, you said you don't know several of those
15 dates. Do you know if Evergy provided those dates and
16 times in response to data requests Staff submitted in
17 this case?

18 A. I can't recall if that question was asked
19 or not. This case has been going on a while. I
20 apologize.

21 Q. Okay. Let's see here. Are you aware
22 that in 2-- for 2018 and 2019, Evergy managed to call
23 one event at the hour of annual system peak? You got
24 one -- one out of four for Evergy Metro and zero out
25 of four for Evergy West? Does that sound right?

1 A. Remind me what the four are for each
2 jurisdiction. I'm sorry. I wasn't quite following.

3 Q. Oh, that would be the -- the months in
4 the program.

5 A. Are you referring to monthly peak? Is
6 that what you -- what the question was? I apologize.

7 Q. No, it's the --

8 MR. KEEVIL: Judge, I had hoped not to
9 have to introduce this. I have a data response here
10 that I would like to I guess submit. I can e-mail it
11 to all the counsel and -- and yourself. Will that
12 work for purposes of getting this in before Mister --
13 before Mr. File?

14 JUDGE HATCHER: Yes. Let's go ahead and
15 distribute it and we'll see where we're at.

16 BY MR. KEEVIL:

17 Q. Now, where's your last e-mail? Here we
18 go. Let's try this.

19 MR. HALL: Mr. Keevil, have you sent the
20 data request to us yet?

21 MR. KEEVIL: Just -- just now. There it
22 goes. I was looking for a good e-mail to attach it
23 to. Judge and Mr. Harden, you should be getting a
24 copy of this. And I think Mr. Steiner will also so
25 you can give it to Mister -- Mr. File when it gets

1 there.

2 MR. HARDEN: It just came through.

3 MR. KEEVIL: Okay. Good.

4 JUDGE HATCHER: Okay. And I've forwarded
5 that on to the Commissioners and advisors.

6 BY MR. KEEVIL:

7 Q. Mr. File, do you recognize that --

8 MR. KEEVIL: Oh, Judge, I guess I should
9 have it marked. Right?

10 JUDGE HATCHER: I'll go ahead and mark it
11 now. And we aren't going to admit it into evidence
12 until after we establish a foundation and ask everyone
13 else.

14 MR. KEEVIL: Okay.

15 JUDGE HATCHER: But let's go ahead and
16 I'll mark this -- what were your exhibit numbers for
17 Staff?

18 MR. KEEVIL: I think I started at 100.

19 JUDGE HATCHER: All right. Go ahead,
20 Mr. Keevil.

21 MR. KEEVIL: Is it -- is this Number 100
22 then, Judge?

23 JUDGE HATCHER: Yeah. Let's start with
24 100. We'll give this one 100.

25 MR. KEEVIL: Okay. Good.

1 BY MR. KEEVIL:

2 Q. Mr. File, do you have a copy of what's
3 been marked for identification as Exhibit 100?

4 A. Yeah. I just was able to open it in
5 Word. I haven't looked at it yet.

6 Q. Okay. Could you take a look at that and
7 let me know if that looks like a Evergy response to
8 Data Request Number 64 in this case?

9 A. I'm kind of -- I'm flipping through this.
10 It doesn't look like I was an actual respondent to
11 this data request so I can continue to read through
12 that if that's helpful.

13 MR. HARDEN: I -- I would also suggest,
14 Mr. Keevil, here -- I mean this is not a simple
15 response. We would need a little bit of time to
16 review what is in this in order for Mr. File, or
17 actually probably more appropriately the person who
18 actually provided the answer to this, to be able to
19 speak intelligently about it.

20 MR. KEEVIL: Well, I don't see why -- I
21 assume Evergy didn't have anyone answering its data
22 request that wasn't authorized to answer its data
23 request. The answer there at the bottom apparently
24 was provided by someone named Randy Spale.

25 BY MR. KEEVIL:

1 Q. Do you know Mr. Spale, Mr. File?

2 A. I do. I do know Mr. Spale.

3 Q. Spale. Okay. Sorry. I just want you to
4 look at that last table, if you would, Mr. File.

5 A. I see it.

6 Q. Does that table there indicate that only
7 one date and time was an event held coincident with
8 the peak for Metro and West over the two-year period
9 of 2018 through 2019?

10 A. Yeah. This table shows -- it says Evergy
11 load during event hours. And it appears that there's
12 a designation for the date and time I discussed about
13 Janu-- or excuse me, January -- July 19th, 2019 as an
14 event that was called during the same system peak
15 hour.

16 Q. Then if you'll flip back to the first
17 page -- excuse me, the first page of the data request.
18 About the one, two, three, four -- fourth paragraph
19 under the response, is the reporting data below
20 regarding West and Metro jurisdictions for 2018 and
21 2019 indicate that in one of four instances Evergy
22 (Evergy Metro) in 2019 did call an event at the hour
23 the annual system peak occurred? Do you see that,
24 sir?

25 A. I do see that sentence.

1 Q. Okay. So that tells me that in all the
2 other events that were called, the peak was not --
3 they -- they were not called coincident with the peak.
4 Is that -- would you agree with that?

5 A. I think what is maybe amiss here, that --
6 that if you don't live into the data well enough --
7 and again, this is worth talking about some here -- is
8 calling the event on the same hour that ended up being
9 the system peak just shows that you reduced the peak
10 that amount on that day. But what could also happen
11 is if you call --

12 Q. If you could stick to my question, I
13 think it would be very helpful and we might actually
14 be able to move along. Like I said, does that -- if
15 you hit it one out of four, that means all the other
16 times you missed it. Right?

17 A. So I was trying to explain it's -- that
18 would be incorrect fully.

19 Q. So that -- so -- so you did hit it -- so
20 when it says you hit it one out of four, you hit it
21 more than one out of four?

22 A. What -- as I read that statement there,
23 we hit it exactly the same time and date of the one
24 that ended up being the peak, but we could have called
25 an event on the day that would have been the peak, but

1 we called an event and reduced the load to make it not
2 the peak, if that makes sense.

3 Q. Okay. We may get to that here in a
4 second. Would you agree that Evergy did not call
5 demand response events coincident with the annual
6 system peak for each jurisdiction in 2018 and 2019?

7 A. I'm not following the question. Is that
8 similar to the one out of four question you just had
9 there? It sounds the same.

10 Q. No. Just -- just taking that on its
11 face. Did Evergy call demand response events
12 coincident with the annual system peak for each
13 jurisdiction in 2018 and 2019?

14 A. Oh, like a yes or no question?

15 Q. Yeah. If you pay attention, most of my
16 questions are yes and no.

17 A. Okay. Sorry. I'm having a hard time
18 following. I apologize. So yes, we called it
19 sometimes and other times we didn't. So it's a yes
20 and no.

21 Q. You called it once?

22 A. Correct. Back to the one out of four
23 question that you stated we called on the exact hour
24 that ended up being the peak.

25 Q. Didn't Evergy have the ability to call

1 events on all of those dates while remaining below the
2 maximum number of events possible?

3 A. We have an opportunity to call it during
4 the June through September time frame, yes.

5 Q. And you --

6 A. And we could have called it those dates.

7 Q. You could ha-- okay.

8 A. Specifically, in hindsight, it looks
9 excellent to call on those dates.

10 Q. I think what -- I think -- Mr. File, wait
11 for a question, please, sir. That's how this works.

12 If a demand response event is called
13 coincident with the respective system annual peak, is
14 it possible that there could be a new system annual
15 peak on a different date?

16 A. Yes. I think that was proving the
17 question that I was trying to explain before. Right?
18 That you can call it on a day that will force another
19 day to be a peak, correct.

20 Q. And then you --

21 A. I'm agreeing with you. I was agreeing
22 with you.

23 Q. Thank you. Then if you have additional
24 events to call, you could call an event on that
25 subsequent new peak also, could you not?

1 A. I think that depends on how the math
2 works out. If you -- I'm happy to explain if -- if
3 that's okay or I can leave it there.

4 Q. How the math of what?

5 A. So how close the sys-- the next day's
6 peak is compared to the day that you called and how
7 much demand response assets you have to reduce the
8 peak. That makes a difference whether it's worth to
9 call on that next following day.

10 Q. Let me ask this. At a point in time when
11 the demand reduction from the Demand Response Programs
12 are necessary to meet SPP resource adequacy
13 requirements -- are you with me so far? Is it not
14 likely that Evergy will need to call several events to
15 ensure that the system peak is mitigated?

16 A. I think I'm going to disagree with what
17 you said there. The system annual peak is one time.
18 Right? It only happens once by definition, if I
19 understand your question correctly.

20 Q. Well, yeah, this is -- this question is
21 not necessarily -- well, you could call -- is SPP --
22 let me ask you this. Take -- take a different angle
23 here. One of the reasons to call an event would be if
24 SPP resource adequacy requirements require you to
25 call. Right?

1 A. Do you mean operational issues with SPP
2 and they ask us to call an event --

3 Q. Yes.

4 A. -- when you say resource adequacy?

5 Q. Yes.

6 A. So that could be a reason, yes.

7 Q. So you could be calling events due to
8 SPP's operational reasons and you could be calling
9 events due to your attempt to hit the annual system
10 peak. Right?

11 A. Correct. Those could be different
12 reasons, yes.

13 Q. Right. If I could have you turn to --
14 keeping it in -- I keep clicking on the wrong thing.

15 I think this is your Rebuttal Testimony,
16 Mr. File, page -- page 7.

17 A. Okay. I'm gathering that here. I think
18 I'm there.

19 Q. Okay. Beginning on line 8, it states --
20 if you follow along with me here -- The programs were
21 designed for ten events maximum (DRI) and 15 events
22 maximum (thermostat). Further, a program that
23 requires Everygy to call significantly more events
24 would likely need a different program design,
25 potentially a higher financial incentive for customer

1 participation and would possibly be targeted to
2 different customer types. The marketing and customer
3 recruitment process was developed based on the
4 approved tariff to encourage customers to participate
5 in the event maximums described above.

6 Now, is that your testimony, Mr. File?

7 A. You've read it correct, Mr. Keevil.

8 Thank you.

9 Q. And you're welcome. And you still -- you
10 still adhere to the testimony?

11 A. Yeah. That's my testimony.

12 Q. Okay. My question is, if the tariffs
13 were -- were developed -- excuse me, the marketing and
14 customer recruitment process was developed based on
15 the approved tariffs to encourage customers to
16 participate in the event maximums described above,
17 those event maximums, that would be the 10 per DRI and
18 15 for thermostat. Correct?

19 A. Those are the event maximums stated in
20 that line 8 and 9 that you read, yeah.

21 Q. So have you ever called 10 or 15 events
22 since developing the program?

23 A. Not to my knowledge.

24 Q. And I think you testified in response to
25 Mr. Hall that 2018 you called what, two -- two

1 residential thermostat and two business DRI events; is
2 that correct?

3 A. I believe that was correct. I think
4 there's been a little confusion about 2018, but I
5 believe that was correct, what you said.

6 Q. Okay. And then 2019 there was the five
7 residential and one -- one commercial. Was that
8 correct?

9 A. One commercial in 2019.

10 Q. Yeah. Okay. So how is that encouraging
11 customers to participate in the event maximums
12 contained in your testimony?

13 A. Are -- the specific line on 13 and 14
14 from the testimony?

15 Q. Yes.

16 A. I think maybe there's a word there that
17 probably needs clarification, and it would be up to
18 event maximums. We aren't telling customers we're
19 going to call them the maximum number of times every
20 time, but we tell them that is a possibility and
21 that's what they're signing up for in order to have a
22 clear transparent process about what they're engaging
23 with with the utility. And we want to state that up
24 front, but we don't state that we will call you and
25 maximum up -- up that event every year, which clearly

1 we haven't.

2 Q. But that's -- according to the testimony,
3 that's how the customer recruitment process were
4 developed. Correct?

5 A. They were developed to communicate that
6 we could call up to the event maximums.

7 Q. Well, you're kind of changing the entire
8 import of your testimony, are you not?

9 A. Maybe I'm emphasizing a different part
10 then as -- it seems like maybe you're emphasizing. I
11 apologize, but that's in actuality what happens.
12 Right? Is we say this is what the up to events can be
13 as a maximum, but we are not telling customers --

14 Q. I don't see --

15 A. -- we'll call the maximum every year.

16 Q. I don't see "up to" in that testimony
17 though, Mr. File and -- but you keep talking "up to"
18 now. That, to me, is a significant change to kind
19 of -- on spur of the moment.

20 MR. HARDEN: Is there a question for
21 Mr. File?

22 BY MR. KEEVIL:

23 Q. Well, would he agree or not that the
24 words "up to" do not appear in that testimony?

25 A. They do not.

1 MR. KEEVIL: Okay. I think that's all I
2 have, Judge. Thank you.

3 JUDGE HATCHER: Thank you, Mr. Keevil.
4 Any Commissioner questions?

5 QUESTIONS BY JUDGE HATCHER:

6 Q. Okay. I do have a couple of Bench
7 questions. Mr. File, I do want to revisit 2018. You
8 said that you thought that there was some confusion.
9 Can you break down for me how many -- and I've been
10 calling them the residential and the DRI. So how many
11 for the residential, how many for the DRI? And break
12 that down by Metro and Evergy West, please.

13 A. Sure. And I apologize about what the
14 confusion was. I think maybe I was thinking about
15 whether we could count a test event or not. So
16 that -- that may have been part of the confusion.

17 But for the residential program, we
18 called both jurisdictions at the same time for two
19 events, June 28th and August 6th. For the Demand
20 Response Incentive Program in 2018, for both
21 jurisdictions, we called two events on those same
22 days, June 28th and August 6th. The test event was
23 earlier in the year and that was June 7th for demand
24 response incentive.

25 Q. Okay. And the -- the events that you're

1 listing for 2018, I just -- it appears obvious to me,
2 but I want to state that does fall within the review
3 period of April '18 through December '19; is that
4 correct?

5 A. Yeah. That's my understanding.

6 Q. Okay. All right. And just to confirm,
7 for 2019 I have five for the residential and one for
8 the DRI, plus one DRI test?

9 A. Correct.

10 JUDGE HATCHER: Okay. Excellent. That
11 takes us to any recross-examination based on the Bench
12 questions? Let the record reflect no one is
13 volunteering.

14 MR. HALL: Judge --

15 JUDGE HATCHER: Yes.

16 MR. HALL: Your Honor, my apologies for
17 the delay. I did have a couple follow-ups based on
18 questions from the Bench.

19 JUDGE HATCHER: Please. Go right ahead,
20 Mr. Hall.

21 RECROSS-EXAMINATION BY MR. HALL:

22 Q. Mr. File, you were asked about 2018. I'm
23 curious about how that compares to previous years. Am
24 I cor-- my recollection is that Evergy used the
25 thermostat program to call eight curtailment events in

1 2016. Am I correct?

2 A. I believe that was 2016 that we called
3 eight, correct.

4 Q. And for 2017, my recollection is that
5 Evergy called three curtailment events using the
6 thermostat program. Am I correct?

7 A. Subject to check, I believe that's right.
8 I don't know that number off the top of my head.

9 Q. Do you happen to recall Evergy's
10 experience calling curtailment events using the DRI
11 program in 2016 or 2017?

12 A. I don't remember those numbers off the
13 top of my head -- number of events.

14 Q. Thank you. I have no further questions.

15 MR. KEEVIL: Judge, I don't have any
16 questions, but I would li-- I forgot to offer Exhibit
17 100, the DR response into -- into evidence.
18 Subject -- I'd do that now.

19 JUDGE HATCHER: All right. That is fine.
20 Let me pull that up real quick. Are there any
21 objections to the admission of Exhibit 100, which is
22 DR 64 response?

23 Let the record show that I hear no
24 objections. It is so admitted.

25 (Exhibit 100 was received into evidence.)

1 JUDGE HATCHER: Okay. And back to
2 Mr. Harden. Any redirect?

3 MR. HARDEN: Great. Thank you, Your
4 Honor.

5 REDIRECT EXAMINATION BY MR. HARDEN:

6 Q. Mr. File, I would like to go back to the
7 last topic of conversation you were having with
8 Mr. Keevil regarding the "up to" issue, taking a look
9 at your Rebuttal Testimony. And I am -- I believe
10 Mr. Keevil had referred you to page 7 and --

11 A. Yes.

12 Q. So what would -- can you flesh out a
13 little bit for us what would be the -- why it would be
14 important to educate customers on the maximum number
15 of possible events even if it was not the plan of the
16 company to call the maximum number of events?

17 A. I think maybe just to start, it's -- it's
18 good business process. Right? When you're
19 communicating an offer or an engagement if you're
20 going to get into a contractual -- specifically with
21 these customers, you want to talk to them about what's
22 possible and what you're really having them sign up
23 for.

24 And as written in the tariff, for the --
25 for the DRI program, it states that we can call up to

1 ten events, if needed. And so we communicate that to
2 customers to make sure that they are aware of what --
3 what the potential is during the season for calling
4 events.

5 But we then, you know, also explain the
6 primary purpose of this program is to mitigate system
7 annual peak which, by definition, happens once per
8 year. And so we will attempt to -- to kind of meet
9 that primary objective, but there is a chance that it
10 could be more if there's things like operational
11 issues on SPP as Mr. Keevil alluded to that -- that
12 might be of need that we could call more events up.

13 Q. Okay. Thank you. So again, in your
14 testimony here on line 8 and 9 where you postulate
15 that the programs were designed for 10 maximum and
16 15 event maximum for the thermostat program, do those
17 indicate what the -- the -- what the purpose of the
18 program -- what those programs were for?

19 A. The -- the line is simply stating what
20 those event maximums could be for this -- for this
21 season. That paragraph and the following paragraph do
22 not get into the primary purpose. In fact, it talks a
23 little bit more about what would happen if we called
24 significantly more events even than the maximum and
25 talks about some of that.

1 Q. Okay. Now, I would like to go to this DR
2 Number 64 that was presented today.

3 A. Okay.

4 Q. Down here on the first page -- this
5 probably is more for your lawyer's clarification than
6 anybody else's, but it -- the second paragraph, the
7 supporting data below regarding West and Metro's jur--
8 jurisdictions for 2018, 2019 indicate that one of four
9 instances, Evergy did call an event at the hour the
10 annual system peak occurred.

11 Now, in your response to Mr. Keevil's
12 question and didn't -- doesn't that necessarily mean
13 that you missed three peaks, you were explaining how
14 by hitting one peak, I believe, you were then creating
15 peaks at a different time. Can you -- can you explain
16 what you were getting at in that answer?

17 A. Sure. Thank you. And I apologize for --
18 for not explaining that well before. And actually if
19 you look into that Data Request 64 just -- now again
20 scrolling through it somewhat, it starts to go into
21 that topic right after the part that talks about one
22 of four instances.

23 It says that even when you add back in
24 the curtailment that we did request from customers and
25 that they did respond with, that if you add that back

1 to the actual peaks, those would have been peak days.
2 So maybe -- I speak a little bit with my hands here
3 and see if this works, but let's say here's your peak
4 that we hit on on some day but because we called a
5 demand response event day, you know, it actually
6 reduced it this much. Right? That's -- that's what
7 happens on the days you hit it exactly. Right?

8 But on some of those days, the number is
9 at kind of -- is here (indicating). Right? It's less
10 than what we just -- what we just called, but because
11 we called demand response, it actually made the peak
12 lower than that number. So it forced the day to be a
13 peak that -- that we talked about as the actual peak.

14 So again, partly it's a math equation to
15 say hey, we reduced the peak ten megawatts and the
16 next highest day was, you know, only four megawatts
17 away so, therefore, we actually -- we actually, you
18 know, clipped six megawatts off of the peak, if that
19 makes sense. Spreadsheets is usually where we explain
20 all that through, but it's sometimes harder for me to
21 do it verbally. I apologize.

22 Q. Okay. So I --

23 A. I --

24 Q. Sorry. Did I interrupt somebody?

25 A. I -- yeah.

1 MR. HARDEN: I've got no further
2 questions for Mr. File, but before I forget, Your
3 Honor, I would like to offer his testimony into
4 evidence, which I believe that I had failed to do at
5 the -- at the beginning. So this is his Rebuttal
6 Testimony and Sur-Surrebuttal Testimony of Mr. File

7 JUDGE HATCHER: All right. And remind me
8 what Everyg -- it was starting at 0 to 100 -- or 1 to
9 100 rather? So with Mr. Carlson we had Exhibits 3 and
10 4. What numbers are these, Mr. Harden?

11 MR. HARDEN: So this would be 5 and 6.

12 JUDGE HATCHER: Okay. We'll take them
13 together. Does anyone have any objections to the
14 admission of exhibits 5 and 6 onto the record?

15 Let the record reflect there are no
16 objections. So admitted.

17 (Exhibits 5 and 6 were received into
18 evidence.)

19 MR. KEEVIL: Judge, I had a question.
20 Mr. Harden originally mentioned submitting an errata
21 sheet some time in the next few days. Will that be
22 numbered; and if so, do you want to go ahead and give
23 it Number 7?

24 JUDGE HATCHER: I'm seeing a nod from
25 Mr. Harden.

1 MR. HARDEN: That's fine with me.

2 JUDGE HATCHER: I had -- I had -- I had
3 given him an out earlier on and I'd like to make sure
4 and honor that. We're not in a huge rush to get the
5 exhibits because they generally time out with the --
6 with the transcripts. So if -- I'm happy to give you
7 until the end of the day Friday was my first thought,
8 but we're not in any rush, so I'm happy to leave it
9 open and we can decide tomorrow. I've already got a
10 note written for it.

11 MR. HARDEN: That's fine.

12 JUDGE HATCHER: Okay. We'll move on. We
13 won't forget about that.

14 Mr. Fortson is the next witness I have
15 here. If Mr. Fortson would speak up so I can swear
16 him in.

17 THE WITNESS: I'm here, Judge.

18 JUDGE HATCHER: Thank you, sir.

19 (Witness sworn.)

20 JUDGE HATCHER: Thank you. And the
21 witness is tendered to Mr. Keevil. Go ahead.

22 THE COURT REPORTER: And I'm sorry.
23 Since the witness's name isn't on here, would you
24 spell your full name for me, please?

25 THE WITNESS: Yeah. It's Brad, B-r-a-d,

1 Fortson, F-o-r-t-s-o-n.

2 BRAD FORTSON, being first duly sworn, testified as
3 follows:

4 DIRECT EXAMINATION BY MR. KEEVIL:

5 Q. She took my first question, Mr. Fortson
6 now I'm completely lost. I don't know what to do.
7 Mr. Fortson, this is Mr. Keevil again. Having stated
8 your name, let's see. By whom are you employed and in
9 what capacity?

10 A. I'm employed by the Missouri Public
11 Service Commission as a regulatory compliance manager.

12 Q. Did you cause to be prepared and filed in
13 this case both public and confidential versions of
14 Direct Testimony of Brad J. Fortson?

15 A. I did.

16 Q. Do you have any corrections or additions
17 you need to make to that testimony?

18 A. Yeah, I do. One very minor correction in
19 my Direct, bottom of page 2, footnote 2. At the end
20 of footnote 2, where it says 2020, it should say 2019.

21 Q. All right. Anything -- any other
22 corrections or additions?

23 A. That's it.

24 Q. If I were to ask you the questions
25 contained in your testimony, would your answers today

1 be substantially the same as contained therein?

2 A. They would.

3 Q. Do you swear and affirm that those
4 answers in the testimony are true and correct to the
5 best of your knowledge and belief?

6 A. I do.

7 MR. KEEVIL: Judge, with that, I would
8 like to mark Mr. Fortson's Direct Testimony I guess
9 100 -- 101 and that includes both public and
10 confidential, so that would be like 101 public and 101
11 confident-- confidential, and then tender the witness
12 for cross.

13 JUDGE HATCHER: Does Mr. Fortson have
14 other testimony?

15 MR. KEEVIL: I'm sorry, Judge. What?

16 JUDGE HATCHER: I'm looking real quick.
17 Did he have any Rebuttal Testimony?

18 MR. KEEVIL: I don't think so, Judge.
19 Mr. Fortson, you didn't have Rebuttal, did you?

20 THE WITNESS: No. Only Direct.

21 JUDGE HATCHER: Okay. I just want to
22 make sure we didn't miss anything. Are there any
23 objections to the admission of Mr. Fortson's Direct
24 Testimony marked as Exhibit 101, both public and
25 confidential, to the hearing record?

1 Let the record reflect there were no
2 objections. The exhibit is so admitted.

3 (Exhibits 101-P and 101-C were received
4 into evidence.)

5 JUDGE HATCHER: Anything else,
6 Mr. Keevil?

7 MR. KEEVIL: No. I don't think so,
8 Judge. I'd tender the witness for cross.

9 JUDGE HATCHER: Thank you, sir. And
10 Mr. Hall?

11 MR. HALL: I'm not opposed to going
12 first, but I -- I believe Everyg, as the most adverse
13 party, would go first at this point.

14 JUDGE HATCHER: I was just following the
15 list that you guys agreed on, but that -- that's
16 great. Mr. Harden, are you ready?

17 MR. KEEVIL: Most adverse goes last,
18 don't they?

19 MR. HARDEN: Regardless, Everyg does not
20 have any questions for this witness.

21 JUDGE HATCHER: Thank you, sir. Okay.
22 Order of cross-examination I have for a Staff witness
23 OPC and then Everyg. And I'm looking at the amended
24 list of issues, order of witnesses, et cetera.

25 MR. HALL: Yes. I see that now. Pardon

1 my confusion, Judge.

2 JUDGE HATCHER: Not a problem. At any
3 rate, it's your turn, Mr. Hall.

4 MR. HALL: Very well.

5 CROSS-EXAMINATION BY MR. HALL:

6 Q. Mr. Fortson, good afternoon.

7 A. Good afternoon.

8 Q. Mr. Fortson, as well as MEEIA prudence
9 reviews, you also participate in the underlying cases
10 for approval or rejection of MEEIA programs. Correct?

11 A. I participate in the MEEIA application
12 filings, yes.

13 Q. How long have you been doing that work?

14 A. That's a good question. I would say five
15 years.

16 Q. Given that time, you've had exposure to
17 the various cost-effectiveness tests. Right?

18 A. Yes.

19 Q. When is cost-effectiveness measured or
20 tested for a MEEIA portfolio?

21 A. Well, for the MEEIA application, the
22 companies typically file with their application
23 cost-effectiveness tests at that time initially.

24 Q. So that's done on the front end?

25 A. That's on the front end, yeah.

1 Q. And from your understanding, with some
2 exceptions such as low-income programs, a program has
3 to be cost -- the MEEIA portfolio has to be
4 cost-effective to be valid. Correct?

5 A. It's typically looked at as
6 cost-effective if a -- with a TRC above one, yes.

7 Q. And that's all on the -- again, and
8 that's all on the front end of an -- with the
9 application and approval process?

10 A. Yes. If you're just asking about the
11 application, yeah, that -- that's on the front end
12 with the application.

13 Q. Yeah. I'm just trying to get -- so you'd
14 agree with me that's separate and apart from this
15 stage of where we're at with the prudency review?

16 A. Yes. Definitely.

17 Q. Thank you. I have no further questions.

18 JUDGE HATCHER: Thank you, Mr. Hall.

19 That takes us to Commissioner questions. Okay.

20 Hearing none, I do have several Bench questions.

21 QUESTIONS BY JUDGE HATCHER:

22 Q. Mr. Fortson, can you tell me how many
23 events were called? And similar -- the same exact
24 question I asked earlier of Mr. File. Can you break
25 those down by year, by West versus Metro, and by

1 residential versus DRI?

2 A. I apologize, Judge. I -- I can't. I
3 don't have -- I actually didn't take notes of what
4 Mr. File was saying. I believe that has been stated
5 in testimony. I believe Mr. Luebbert -- Staff witness
6 Luebbert has -- has that in testimony as well, so he
7 could likely have better -- or speak to that more so
8 than I.

9 Q. Okay. And Mr. Hall just asked you about
10 the -- the cost-effectiveness test, that that is
11 handed in at the application at the front end. Is
12 that the same test as -- as what I have been calling a
13 TRC test? And I'm taking that acronym from the
14 statute that says -- I think it's the Total Resource
15 Cost is the preferred test. Is that what we're
16 discussing now?

17 A. That's correct.

18 Q. Okay. So the TRC test is not done at all
19 at the end?

20 A. Well, and to be clear, that's why I
21 wanted to clarify with -- with Mr. Hall. The -- on
22 the front end it is -- the company does their
23 analysis, provides that preliminary cost-effectiveness
24 with the application. However, after an application
25 is approved, there is a -- as part of the evaluation

1 measurement and verification annually, those
2 cost-effectiveness tests are reviewed and updated by
3 the third-party evaluator.

4 Q. Okay. And -- and Evergy has -- has
5 said -- I don't recall which witness, but in one of
6 the pre-filed testimony they said that the third party
7 and the Staff consultant both found that they had, I
8 guess, passed the TRC test. Is that correct?

9 A. That is correct, with maybe a slight
10 clarification. There has been, over the years, some
11 contentiousness too as to what the -- the benefits of
12 those cost-effectiveness tests are. Typically costs
13 aren't disputed, but what those benefits that they're
14 compared to have been contentious.

15 So the -- the third-party evaluators,
16 both for the company and for the Commission, the
17 benefits that are used are the benefits that are
18 provided by the company. So -- so they have confirmed
19 cost-effectiveness for those programs based on the
20 benefits, the avoided cost that the company has -- has
21 provided.

22 Q. Does that abide with the statutory
23 requirement of what the test takes into account?

24 A. To some degree, the test takes into
25 account avoided costs, both capacity and energy, and

1 the -- and the cross-- the cost -- the program cost.
2 Again, there's been some dispute as to what the
3 avoided capacity costs are, but in general, it's the
4 avoided cost and the program costs that are used
5 for -- for that test.

6 Q. Has there been another cost-effectiveness
7 test that we could compare the statutory total
8 resource cost test with something that might make up
9 for the shortcomings that you're pointing out?

10 A. I don't think directly. We do also
11 review and evaluate the UCT, the Utility Cost Test,
12 that -- that takes the benefit -- still the same
13 benefits with a different subset of costs. So
14 typically we're -- we're just looking at the same
15 benefits with potentially different costs.

16 Q. Would you then say that the total
17 resource cost test is not indicative of prudence?

18 A. I would say -- I guess to answer that
19 question, I would say that in my view, in Staff's
20 view, a program could be cost-effective or could pass
21 the TRC, be above one, but still be imprudently
22 managed.

23 Q. Okay. Let's move on. I have several
24 questions and I'd like to get into the Staff reports.
25 So for everyone's information, I am going to page 7 on

1 both Staff reports, both page 7s. And I'm going to
2 start with Everygy Metro's. I happen to have it
3 already on my screen, but I'll give everyone a couple
4 minutes to get there -- or a couple moments rather.

5 A. And Judge, you said page 7?

6 Q. Yes. Page 7 and I believe it's Table
7 2 -- yeah, Table 2. I'm sorry. Page 5. Page 5. My
8 apologies. It's referring to seven pages that I want
9 to ask about.

10 Okay. Mr. Fortson, on Everygy Metro Staff
11 report, so that is 0227, page 5 -- I'm sorry --
12 page 4, the last sentence says, Table 2 below
13 identifies the line items and review period amounts
14 from Addendum A, which are the subject of Staff's
15 prudence review.

16 I just want to confirm that that is a
17 typo because there is no Addendum A attached on this
18 report. It is titled Attachment A. So I just want to
19 confirm that we're all talking still about the same
20 thing?

21 A. I don't believe that's a typo. I believe
22 what that is -- and maybe it didn't get filed with my
23 Direct with these reports, but when the reports were
24 filed initially in this docket, I believe there was a
25 few addendums provided with that report. And

1 Addendum A -- if -- the way the sentence reads, this
2 is referring to Addendum A and these costs and these
3 dollar amounts are straight from quarterly
4 surveillance mon-- monitoring reports that are filed
5 with the Commission. It's the same -- same format as
6 this.

7 Q. Yes. But what I'm getting at is -- and I
8 just checked. In both reports, the -- the originally
9 filed one and the one filed with your testimony, 227
10 does not have an Addendum A. The seven pages of the
11 periodic reports that you're talking about are labeled
12 as Attachment A and only in the report for Evergy
13 Metro. The report for Evergy West says -- calls them
14 Addendum A and then the attachment is labeled as
15 Addendum A.

16 So I'm -- I'm really just trying to
17 confirm that what is being called Attachment A on the
18 Evergy Metro report should really be called Addendum A
19 to match what it is referred to in the body of the
20 report; is that correct?

21 A. Yes. I -- I believe that is correct.

22 Q. Okay. And both reports, Metro and
23 West -- I'm still talking about Table 2. I believe
24 all of these questions are going to be on Table 2.
25 The information from those addendums is for the

1 prudence period of April 1st, 2018 through December
2 31st, 2019; is that correct?

3 A. That's correct.

4 Q. Okay. And on the Metro report, could you
5 confirm the total program costs actual period total
6 was how much?

7 A. If I understand your question correctly,
8 that would be the 25,869,310.

9 Q. Okay. This is going to make sense in
10 just a couple more questions. And just to -- to state
11 again, I'm looking at the title of the table and it
12 says Cumulative Totals for April 1, 2018 Through
13 December 31, 2019. I counted on my fingers earlier
14 and that was 21 months.

15 My next question has to do with the next
16 paragraph on that table. And it's called Annual and
17 it also refers to first year. So can you tell me if
18 the next line that says First Year Gross Annual Energy
19 Savings Deemed Actual is for the year or for the
20 21-months period?

21 A. It would be for the 21-month period. I
22 understand the wording of it -- again, First Year
23 Gross Annual Energy Savings taken straight from those
24 surveillance monitoring reports, but we will take
25 those quarterly surveillance monitoring reports and

1 add up the quarters within the review period to get a
2 cumulative total.

3 Q. And you -- you did do that is what you
4 said?

5 A. Yes.

6 Q. Okay. So when I read first year and
7 annual, I can interpret that as -- for this time
8 period of 21 months is what it really means?

9 A. Yes.

10 Q. Okay. And total program costs, I just
11 want to revisit that now that we've got the annual
12 issue in there. The 25,869,000 number, that is
13 representative of the 21-month time period; is that
14 correct?

15 A. That's correct.

16 Q. Okay. Same question on the throughput --
17 I'm sorry, same question on the First Year Gross
18 Annual Deemed Savings.

19 A. Yeah. Sam--

20 Q. Is it also for the 21 -- I apologize. I
21 interrupted.

22 A. No, that's okay. That's -- yeah, I
23 was -- I was agreeing that is -- that is the same.
24 It's for the 21 month.

25 Q. Okay. And can you confirm the same

1 21-month coverage for the Throughput Disincentive
2 Costs?

3 A. Yes.

4 Q. Okay. And I -- would it be fair to
5 understand all of these same conditions would apply to
6 West's Table 2 -- Staff reports of Evergy West, their
7 Table 2?

8 A. Yes, that's correct.

9 Q. Okay. And has Staff considered the
10 Evergy Metro residential customer rate that would have
11 been charged for the actual kilowatt hour savings?
12 For example, Evergy Metro residential customers
13 without space heat, pay a base re-- I'm sorry, pay a
14 base rate of .14916 kilowatt hours, and that's in
15 cents, in the summer for usage over 1,000 kilowatt
16 hours. And that's taken from Sheet Number 5A.

17 Mr. Fortson, do you know the dollar value
18 of the kilowatt hour savings for Evergy Metro
19 residential customers at that rate?

20 A. I think I followed your question, but I
21 don't know the answer to it.

22 Q. Okay. I'll -- maybe one of your
23 compatriots will have that when they come up to
24 testify. Next question, given that the Evergy West
25 Staff report table -- oh, I'm sorry. I already

1 answered that.

2 Okay. And then the -- I have a similar
3 question for Everygy West, calculating those
4 residential customers at the -- the base rate for
5 Everygy West. I'll ask that of other witnesses.

6 JUDGE HATCHER: Okay. That is all of the
7 questions I have for Mr. Fortson. That circles us
8 back to recross-examination. Does anyone have any
9 recross?

10 MR. HARDEN: The companies do not.

11 MR. HALL: None from OPC. Thank you.

12 JUDGE HATCHER: Mr. Harden, you were
13 echoing. Was that a no?

14 MR. HARDEN: That is a no.

15 JUDGE HATCHER: Thank you, sir. All
16 right. And redirect, Mr. Keevil?

17 MR. KEEVIL: Yes, very briefly, Judge, if
18 I can -- I'm echoing here too. Sorry about that. Let
19 me find my notes. There we go. That should work.

20 REDIRECT EXAMINATION BY MR. KEEVIL:

21 Q. Mr. Fortson, the Judge offered -- or
22 asked you several questions about Total Resource Cost
23 tests and the cost-effectiveness and things of that
24 nature. Would you agree that the EM&V process assumes
25 avoided capacity costs provided by the company to

1 estimate the benefits and that they do not verify
2 actual ratepayer benefits?

3 A. That's correct.

4 Q. And can you distinguish between what -- I
5 assume the -- the one is an estimate and that's
6 because they use -- or how -- how do they come up with
7 that estimate, do you know?

8 A. For the avoided cost?

9 Q. Right. That comes from the company.
10 Correct?

11 A. Yes. The company provides the -- their
12 assumed avoided capacity cost.

13 Q. And so that's the assumed avoided
14 capacity cost. And when we're talking about actual
15 ratepayer benefits, that would be money or -- money
16 that the customers either receive or don't have to pay
17 as a result of the programs; whereas, the estimates
18 are something completely different. Is that right?

19 A. If I understand your question correctly,
20 the company provides an avoided cost that they use
21 for -- for their analysis. When it comes to actual
22 customer avoided costs or those benefits, there's no
23 real -- in my opinion, there's no real way to
24 determine what the actual customer benefit is.

25 We -- we use a proxy avoided capacity

1 cost, we assume this to be the avoided cost or the
2 benefit to the customers we realize, but there's
3 really no way to verify that those benefits are
4 realized by the customers.

5 And one thing, just to clarify. So just
6 given the nature of -- of -- of MEEIA, so the costs
7 are recovered by the company immediately and the
8 benefits that are again used in that
9 cost-effectiveness test are spread out and assumed for
10 the life of those measures. So the benefits could be
11 spread out over 20 years. So to say that customers
12 actually realize those benefits is, in my mind, almost
13 next to impossible.

14 Q. And that's when you're talking about
15 these benefits that are used under the TRC test?

16 A. Yes.

17 Q. Now, do you know whether Mr. Luebbert,
18 another Staff witness, has testimony on this
19 particular issue?

20 A. Yes. Mr. Luebbert has -- has some
21 extensive testimony on that issue.

22 Q. Thank you.

23 MR. KEEVIL: I think that's all I have,
24 Judge.

25 JUDGE HATCHER: Thank you, Mr. Keevil.

1 Your timing is perfect.

2 I note that it is 4:54 and we have
3 completed all of Mr. Fortson's testimony. We are
4 going to wrap up today. The rest of the witnesses can
5 relax, will be called back tomorrow.

6 Let's take care of a couple housekeeping
7 items real quick before we shut down. I have not yet
8 sent out the invitation for tomorrow's hearing. I
9 have been here. So we will do that -- I will do that
10 hopefully immediately and then please distribute that
11 to all of your witnesses. We will begin at the same
12 time tomorrow, 9:00 a.m. unless I hear objections. I
13 don't hear any. 9:00 a.m. it is.

14 And Mr. Luebbert is -- is Mr. Luebbert
15 still on the line?

16 MR. LUEBBERT: Yes.

17 JUDGE HATCHER: If somebody can get a
18 message -- oh, thank you, sir. Would you bring your
19 calculator with you tomorrow when you come to testify?

20 MR. LUEBBERT: Will do.

21 MR. KEEVIL: I also have a question.
22 What document were you referring to, Judge, when you
23 asked Mr. Fortson a question about some -- sounded
24 like some rates that you had.

25 JUDGE HATCHER: Some rates?

1 MR. KEEVIL: Well, you asked Mr. Fortson
2 if he could calculate something and he deferred it to
3 Mr. Luebbert. And I didn't know what -- what you were
4 referring to to get the numbers. Because I didn't see
5 them in Table 2.

6 JUDGE HATCHER: I -- I hopefully will get
7 an e-mail explaining that shortly. What I'm referring
8 to is for Evergy Metro, it's Sheet Number 5A. And for
9 Evergy West it's Sheet Number 146.1. And the rates --

10 MR. KEEVIL: Tariff sheet?

11 JUDGE HATCHER: Yeah, they come from the
12 tariff.

13 MR. KEEVIL: Okay.

14 JUDGE HATCHER: And the question is --
15 I'll just repeat it so everyone can write it down, get
16 prepared for tomorrow if you like. Has Staff
17 considered -- I'll slow down when I get to the
18 numbers.

19 Has Staff considered the Evergy Metro
20 residential customer rate that would have been charged
21 for the actual kilowatt hours savings? For example,
22 Evergy Metro residential customers without space heat
23 pay a base rate of \$0.14916 per kilowatt hour in the
24 summer for usage over 1,000 kilowatt hours.

25 And the question is, do you know the

1 dollar value of the kilowatt hour savings for Evergy
2 Metro residential customers at that rate? I think how
3 much that rate would charge for the difference in what
4 was lower for the peak, but I'm not real sure.
5 Accounting isn't my strong suit.

6 The question for Evergy West is exactly
7 the same. The space of -- customers without space
8 heat pay a base rate of \$0.11927 per kilowatt hours.

9 MR. KEEVIL: Well, Judge, I'm not sure
10 base rates factor into this -- well, I guess -- okay.
11 Mr. Luebbert may have to explain that.

12 JUDGE HATCHER: I will expect more
13 information for tomorrow.

14 MR. KEEVIL: I was going to say,
15 Mr. Luebbert may have to explain that to us.

16 And the other thing, when we started off
17 the day, you asked for the MEEIA tariff sheets for
18 both Metro and West that were in effect for the review
19 period. I assume we don't -- we're not under the gun
20 to have that by close of tomorrow's hearing or
21 anything, are we?

22 JUDGE HATCHER: No. I -- I brought it up
23 to Mr. Harden without thinking. I figured he already
24 had his errata sheet somewhat put together. But no,
25 we -- we easily have a week to give. So what is

1 today? Wednesday? We can easily give a preliminary
2 due date of next Wednesday. Would that work?

3 MR. KEEVIL: I was going to ask for next
4 Thursday. How's that?

5 JUDGE HATCHER: Sold. I only am trying
6 to get them taken care of before the transcripts are
7 completed. So next Thursday is perfect. I will
8 formalize that tomorrow with a notice order.

9 Are there any other issues or questions
10 before we adjourn today?

11 MR. STEINER: Judge, this is Roger
12 Steiner. Could we also have until Wednesday or
13 Thursday for the errata sheet? We do not have it
14 prepared.

15 JUDGE HATCHER: Thursday for everyone.

16 MR. STEINER: Got it.

17 MR. KEEVIL: Judge, do I have
18 Mr. Fortson's Direct Testimony admitted into the
19 record?

20 JUDGE HATCHER: You offered 101. It was
21 public and confidential. Yes. Yes.

22 MR. KEEVIL: So it's in?

23 JUDGE HATCHER: We'll just do it one more
24 time. Any objections to the admission of Exhibit 101?
25 That is Mr. Fortson's Direct, both public and

1 confidential.

2 Hearing no objections, it is so admitted
3 possibly a second time.

4 (Exhibits 101-P and 101-C were received
5 into evidence.)

6 MR. KEEVIL: Thank you.

7 JUDGE HATCHER: With that, thank you all.
8 I will forward you a WebEx invitation for tomorrow's
9 hearing. We are adjourned and off the record.

10 (WHEREUPON, the hearing was adjourned
11 until April 22, 2020 at 9:00 a.m.)

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

INDEX

Opening Statement by Mr. Fischer	9
Opening Statement by Mr. Keevil 36	
Opening Statement by Mr. Hall	42
EVERGY EVIDENCE	
JOHN CARLSON	
Direct Examination by Mr. Fischer	51
Cross-Examination by Mr. Hall	53
Cross-Examination by Mr. Keevil 63	
Questions by Judge Hatcher 65	
Redirect Examination by Mr. Fischer 66	
Further Questions by Judge Hatcher	74
Redirect Examination by Mr. Fischer 75	
BRIAN FILE	
Direct Examination by Mr. Harden	77
Cross-Examination by Mr. Hall	81
Cross-Examination by Mr. Keevil 91	
Questions by Judge Hatcher 105	
Recross-Examination by Mr. Hall 106	
Redirect Examination by Mr. Harden	108
STAFF EVIDENCE	
BRAD FORTSON	
Direct Examination by Mr. Keevil	114
Cross-Examination by Mr. Hall	117
Questions by Judge Hatcher 118	
Redirect Examination by Mr. Keevil	127

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

EXHIBIT INDEX

MARKED REC'D

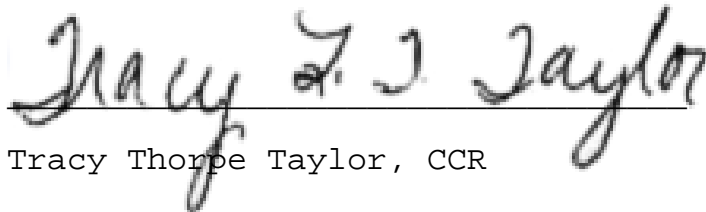
COMPANY:

Exhibit 3 John Carlson Rebuttal Testimony	53
Exhibit 4 John Carlson Sur-Surrebuttal Testimony	53
Exhibit 5 Brian File Rebuttal Testimony	112
Exhibit 6 Brian File Sur-Surrebuttal Testimony	112
STAFF:	
Exhibit 100 Data Request 64 Response	107
Exhibit 101-P Brad Fortson Direct Testimony, Public	116/134
Exhibit 101-C Brad Fortson Direct Testimony, Confidential	116/134

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
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CERTIFICATE OF REPORTER

I, Tracy Thorpe Taylor, CCR No. 939, within the State of Missouri, do hereby certify that the testimony appearing in the foregoing matter was duly sworn by me; that the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this matter was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.


Tracy Thorpe Taylor, CCR

<hr/> \$ <hr/>	101-P 116:3	2,000 45:4	227 123:9
\$0.11927 132:8	1010 4:18	2-- 92:22	24 38:11
\$0.14916 131:23	11 12:14 13:17,19,23 71:25 88:18	2.32 18:9 21:22	240.05 79:11
<hr/> 0 <hr/>	12 14:2 79:17	2.34 6:25	25,869,000 125:12
0 112:8	1200 3:23 51:22 77:22	20 12:13 38:11 129:11	25,869,310 124:8
0.1 79:18	13 49:1,9 103:13	20-- 47:14 91:19	288.09 79:8
0.12 79:17	138.2 13:7	200 5:9	28th 105:19,22
0.20 79:17	138.3 13:7	2009 47:14	29th 12:9
0.8 79:18	14 103:13	2013 48:17	2d 40:19
01 79:18	140,530 14:13	2016 107:1,2,11	<hr/> 3 <hr/>
0227 122:11	146.1 131:9	2017 44:13,23 107:4, 11	3 6:11 12:19 19:1,9 20:6 23:13 28:12,13, 17,18 34:8 46:17 47:4 52:12 53:4,11,13,14 78:11,14,17 79:4 81:12,18 82:1,19 83:16,24 84:2 112:9
0228 4:21	147 7:2	2018 10:4 15:12 20:1, 2 24:4,6,8 29:2 30:5,9 38:9 43:22 86:10,12, 15,17,18 87:21 89:23 91:11,15,19,23 92:5, 22 96:9,20 98:6,13 102:25 103:4 105:7,20 106:1,22 110:8 124:1, 12	30 67:5
0263 10:1	14916 126:14	2019 10:5 15:12 20:2 23:7,19,23 24:1,8 29:2 30:5,10 35:4 38:9 43:22 87:23 88:2,8,11, 25 90:11 91:12,14,19 92:1,10,22 96:9,13,21, 22 98:6,13 103:6,9 106:7 110:8 114:20 124:2,13	300 5:2
<hr/> 1 <hr/>	15 23:7 53:24 101:21 102:18,21 109:16	2020 12:9,15 38:13 90:3,4,9 114:20	30th 38:13
1 12:8 48:15 112:8 124:12	16 19:24 53:24 61:11, 12 83:7	2021 3:4 32:6 38:25	31 48:18 124:13
1,000 45:7 126:15 131:24	17 47:19	21 26:8 47:21 124:14 125:8,20,24	31st 38:9 124:2
1,200 68:10,19	17th 38:25	21-month 124:21 125:13 126:1	31st 38:9 124:2
1,930,392 33:24	18 106:3	21-months 124:20	343.31 79:25
1-A 13:17	18th 88:10	21st 3:3	367.24 79:8
1.04-B 6:24	19 106:3	22 26:8	375,000 71:24
1.1 13:17 19:2	19th 12:15 92:2 96:13	2230 5:10	380.60 79:10
1.2 15:13 28:25	1A 71:25		3:18 76:6
1.9 49:11	1st 38:9 43:22 124:1		3:30 76:7,19
10 32:6 102:17,21 109:15	<hr/> 2 <hr/>		<hr/> 4 <hr/>
100 94:18,21,24 95:3 107:17,21,25 112:8,9 115:9	2 3:8 6:12 7:6,7 11:12 17:18 20:6 23:5,11 24:2 34:14 38:5 39:10 41:20 43:21 46:1,9 48:15 81:17,24 82:3 114:19,20 122:7,12 123:23,24 126:6,7 131:5		4 13:9,10 14:8 16:9 17:11 20:9 28:7 30:8 52:13 53:4,11,13,14 78:12,19,22 79:5,13 112:10 122:12
101 4:8 115:9,10,24 133:20,24	2's 7:1		40 47:23
101-C 116:3			

400 4:8	65102 5:11	ac-- 18:3	addressed 10:14 12:21 15:19
4220-20.093 12:14	65201 5:3	accept 25:17 28:6	addresses 31:15
424-020.093(11) 38:12	6:00 89:11,12	accepted 10:11	adequacy 100:12,24 101:4
46 48:19	6th 105:19,22	accomplish 22:9	adequately 34:23
49 6:9 7:15 13:6	<hr/>	accordance 19:12	adhere 102:10
4:00 88:11 89:11,12	7	account 49:12 60:17 120:23,25	adjourn 133:10
4:54 130:2	<hr/>	Accounting 132:5	adjust 16:22
<hr/> 5 <hr/>	7 10:19 26:8 32:11 42:3 78:11 101:16 108:10 112:23 121:25 122:5,6	accurate 52:8 80:22	adjusted 26:23
5 13:9 14:9 15:7 16:9 17:11 20:9 28:7 78:12, 18 79:13 112:11,14,17 122:7,11	75 33:7	achieve 27:22 33:9 34:2,24	adjustment 9:24 10:14 11:13,16,20,25 12:1,5 13:19 14:6 15:5,19 16:10,14,15, 17,21 17:4,6,7,14
50 56:25	7s 122:1	achieved 24:23 47:5	adjustments 13:3 16:9 17:12,17 41:10
50/50 34:3 49:15	7th 105:23	acronym 46:8 119:13	adjusts 20:22
520-- 40:19	<hr/> 8 <hr/>	Act 3:8 9:21 38:6 39:11	admin-- 47:10
528 40:19	8 101:19 102:20 109:14	acted 41:5	administration 47:23 49:5
529 40:20	861 79:15,20	activate 87:10	administrative 7:13, 18,24 8:9 10:20 32:13 35:15 39:1 43:18 47:16,18 48:4,16,18, 25 49:13,20,24 50:7
55 48:7,11	866,000 17:19	acts 12:17	admission 107:21 112:14 115:23 133:24
552.34 79:23	895.65 79:22	actual 46:3 55:1 87:11 88:3 95:10 111:1,13 124:5,19 126:11 128:2,14,21,24 131:21	admit 94:11
59 48:6,11	<hr/> 9 <hr/>	actuality 69:19 87:9 104:11	admitted 52:14 53:13 107:24 112:16 116:2 133:18
5:00 8:13 88:11 92:3	9 102:20 109:14	add 110:23,25 125:1	adopt 45:13 72:15
5:30 8:11	90 27:22	Addendum 122:14, 17 123:1,2,10,14,15, 18	adopted 11:14 27:19 34:11
5A 126:16 131:8	900 45:5	addendums 122:25 123:25	adoption 44:15,21, 22,24
<hr/> 6 <hr/>	954 40:19	addition 12:18 40:21 86:20	advantage 46:15
6 13:10 15:9 16:9 17:11 27:23 28:10 36:24,25 37:3 41:20 78:12,19,22 79:19,20 112:11,14,17	9:00 130:12,13	additional 18:3 21:21 28:1 33:23 34:1 49:10 99:23	adverse 116:12,17
600 47:24 68:10	9:30 22:10	address 5:2,9 11:4 17:16 20:18 34:7 51:20 77:20	advisors 94:5
64 95:8 107:22 110:2, 19	<hr/> A <hr/>		
64105 3:24 51:23 77:23	a.m. 22:10 130:12,13		
	abide 120:22		
	ability 30:12 34:24 98:25		
	absolute 69:2		
	abundance 8:13		

affect 30:11	amended 28:16 116:23	Appeals 28:22 39:23 40:22	argue 21:5
affirm 115:3	Ameren 33:17	appearance 4:7,23	argued 14:21 21:17 31:20,24
affirmed 28:23	amiss 97:5	appearing 3:22 4:3, 25 5:8	argues 18:2 19:4
afternoon 3:1 5:7 53:20,21 77:10 81:6,7 89:22 117:6,7	amount 18:5 22:12 26:6 45:21 47:10 97:10	appears 6:11 28:11 67:4 96:11 106:1	arguing 31:22
agree 33:23 37:22 56:4,20 57:9 65:13 85:19 89:4,8 97:4 98:4 104:23 118:14 127:24	amounts 45:23 122:13 123:3	apples 32:19	argument 32:20 68:7
agreeable 31:3	analysis 31:5 32:18, 19 33:11 34:10 35:13 119:23 128:21	appliances 30:21	arguments 19:9 21:11
agreed 23:5,15 24:5 32:3 116:15	analyzed 47:8 72:21, 22	applicable 37:8 72:13	assertion 20:10
agreeing 99:21 125:23	ancillary 21:7,25 22:2 27:12 72:3	applicant 40:5	assessing 33:1
agreement 38:24 39:3 84:16	and/or 61:21	application 117:11, 21,22 118:9,11,12 119:11,24	assets 100:7
agreements 19:13	angle 100:22	apply 49:6 126:5	assist 82:10
ahead 3:19 36:19 51:12,15 53:5 66:14 74:9 79:2 80:9 87:18 93:14 94:10,15,19 106:19 112:22 113:21	announcement 8:10	approach 27:20 32:23	assume 85:9 95:21 128:5 129:1 132:19
air 26:4,18,23 85:15 89:19	announcements 5:14	appropriately 34:7 95:17	assumed 128:12,13 129:9
align 90:15	annual 22:2 24:19 25:7 27:8,14 35:12 71:13,15,18 72:19 88:12 90:15 91:5,6,11, 22 92:1,5,10,23 96:23 98:5,12 99:13,14 100:17 101:9 109:7 110:10 124:16,18,23 125:7,11,18	approval 39:23 41:14 117:10 118:9	assumes 127:24
allegation 10:20	annually 19:21 120:1	approve 28:18	assuming 62:19
allegations 41:2	answering 95:21	approved 7:7 18:8, 18,21 19:14,16 21:18 22:23 23:7,20 24:9,25 26:20 28:13 32:7 34:16 38:24 71:6 102:4,15 119:25	assumption 29:6,10 30:23 31:25 32:4,9 69:18
alleged 12:17 13:11 14:9 15:9 17:22	answers 43:11 52:8 114:25 115:4	approval 39:23 41:14 117:10 118:9	assumptions 10:5
alleviate 64:8,14	apologies 42:19 51:8 106:16 122:8	approximate 60:8	attach 93:22
allocated 13:24	apologize 79:18 87:17 92:20 93:6 98:18 104:11 105:13 110:17 111:21 119:2 125:20	approximation 58:7	attached 38:16 122:17
allowed 73:25	apparently 95:23	April 3:3 38:9 43:22 106:3 124:1,12	attachment 122:18 123:12,14,17
allowing 26:3		arbitrage 20:15 22:9 24:13 35:8	attempt 13:12 14:11 42:6 46:20 101:9 109:8
alluded 109:11		arbitraging 16:2 70:2 72:15	attempted 14:22
alongside 49:23		arbitrarily 34:2	attempting 13:14 21:8 27:12 71:1
alter 17:23 85:2		area 57:4 68:9,24	attended 42:22
altering 84:22 85:12		arguably 70:23	attention 35:22 98:15
alternative 31:23			attorney 51:12
			attorneys 3:19
			atypical 63:12

audit 11:5,12,23 12:6 17:1,16 20:12 21:6 22:3 28:9 31:7 71:17	75:13 89:1 102:3,14 106:11,17 120:19	Brad 38:16 42:1 113:25 114:2,14	Caleb 5:8
audits 11:22	bases 46:15	break 9:6 67:6 76:5 105:9,11 118:24	calendar 43:22
August 12:15 58:8 70:15 105:19,22	basis 13:18 14:14,20 17:20 30:3 33:3 41:19 56:8 59:17 60:5,9 61:2 63:22 69:11,15 72:19 73:13,15 75:2	breakdown 65:25	call 11:18 13:14 20:10 23:17,22 25:4,8 27:24 29:17 34:22 35:3 36:13 45:9 59:8,21,23 61:16 62:20 63:8,9 73:3,10 84:11,12,15 85:11 86:14 88:2 89:5 91:9 92:22 96:22 97:11 98:4,11,25 99:3, 9,18,24 100:9,14,21, 23,25 101:2,23 103:19,24 104:6,15 106:25 108:16,25 109:12 110:9
authorization 43:14	begin 42:15 51:12 130:11	Brian 15:2 18:13 27:4 32:17 76:21 77:7,13, 24	called 21:5 22:1 23:25 26:11,13 28:9 50:19 52:20,22,23 58:18 59:2,10 65:22 70:1 71:21 72:4 75:1 86:8, 11,18 87:23 88:3,6,9, 18 89:4,11,25 90:4,8 96:14 97:2,3,24 98:1, 18,21,23 99:6,12 100:6 102:21,25 105:18,21 107:2,5 109:23 111:4,10,11 118:23 123:17,18 124:16 130:5
authorized 95:22	beginning 3:15 101:19 112:5	briefed 10:8 20:17	calling 24:5,14 25:24 41:7 44:2 61:18 62:16 72:4,9 73:13,20 74:5 75:7,22 84:9 97:8 101:7,8 105:10 107:10 109:3 119:12
automatic 16:16	behalf 3:23 4:5,17 5:1,8 42:1	briefly 11:4 17:16 20:18 75:18 127:17	calls 20:21 27:22 57:20 64:18 73:23 74:23 123:13
average 14:1,2 33:16, 19 47:19,21 49:16 50:1 56:8 79:15,20	behavior 34:23 46:4	bring 68:18,20 130:18	camera 67:3
avoid 13:12	belief 52:9 115:5	broad 55:25	Canadian 55:23
avoided 18:3 43:17 120:20,25 121:3,4 127:25 128:8,12,13, 20,22,25 129:1	believes 11:10,22	brought 5:16 132:22	cancelled 5:21
awaiting 10:9	Bench 65:18 105:6 106:11,18 118:20	buck 49:3 50:11	canvas 29:20
aware 92:21 109:2	benefit 6:22 27:5,13 69:24 121:12 128:24 129:2	budget 18:19 43:16 48:4	capacity 10:4,5,10 11:15 15:11,13,16,21 16:3 21:21 28:14,20 29:1,4,7,8,11,18,19,22
<hr/> B <hr/>	benefits 20:13 21:7, 25 22:2 27:3,9,12,25 28:1,3 44:4 72:3 120:11,13,17,20 121:13,15 128:1,2,15, 22 129:3,8,10,12,15	budgets 22:23 23:3 34:17	
B-R-A-D 113:25	bid 22:12 59:17	build 13:21	
back 4:23 45:5 62:25 75:12 76:6,20 84:2 91:13 96:16 98:22 108:1,6 110:23,25 127:8 130:5	bidding 46:24	building 48:14	
background 4:13 37:21	bidder 29:12 30:3 41:9	bundle 8:2	
ball 22:16	bit 6:13 69:20 86:2 95:15 108:13 109:23 111:2	burden 40:5	
band 85:16	body 123:19	business 3:9 20:22 77:20 81:11,18,23 82:2 84:10 90:6 103:1 108:18	
bang 49:3	bones 59:12	button 36:11	
bare 59:12	border 55:23	buy 22:17 69:22	
barometer 32:23	bottom 31:12 95:23 114:19	buyer 30:25 31:4,6	
base 14:7 16:11 47:4 68:22 126:13,14 127:4 131:23 132:8,10	Box 5:10	buying 29:21 59:18	
based 13:24 28:7 31:8 32:20 36:22 40:9, 23 41:4 43:6,7 50:14 54:23 55:1,18 74:19		<hr/> C <hr/>	
		calculate 131:2	
		calculating 127:3	
		calculation 71:24	
		calculations 75:6	
		calculator 130:19	

30:3,6,12,18,23 31:7, 13,21 32:1,4,8,9 41:9 46:25 114:9 120:25 121:3 127:25 128:12, 14,25	change 26:14,25 46:3 72:17 81:19 87:12 104:18 changed 63:1 changing 104:7 charge 18:7 132:3 charged 126:11 131:20 Charles 3:2 Chat 3:16 check 63:5 107:7 check-in 63:6,8 checked 123:8 chief 47:7 68:17 chose 13:12 14:10 circles 127:7 circumstances 40:13 cite 83:23 City 4:9 5:3,10 51:23 57:4 68:9,24 77:22 clarification 7:9 85:1,23 103:17 110:5 120:10 clarify 119:21 129:5 clarifying 86:21 clause 9:24 11:13,16, 20 12:1 14:6 15:5,19 16:10,17 clean-up 81:9 clear 43:11 103:22 119:20 cleared 4:14 9:1 clicking 101:14 clipped 111:18 close 42:5 47:15 100:5 132:20 closer 61:24 62:21	coincided 91:10 coincident 46:11 96:7 97:3 98:5,12 99:13 cold 57:5 58:2 70:20 Coleman 36:6 collaborate 8:7 collected 14:5 15:24 16:5,16 Collins 4:17 column 78:14 79:14 com-- 34:20 combined 13:18 14:13 17:19 54:17 commandeer 67:16 commercial 19:3,21 20:21 21:2 25:14 81:15 86:1,19 103:7,9 Commission 3:4 5:1 6:15 7:13 10:9,11 11:14 12:15 16:12,24 17:9 19:14,16 23:7,20 24:9,25 25:1 27:2 28:5,13,17,23 30:17 31:14 32:2,6 34:9 35:3,6,18,21 37:17,19 38:3,11,25 39:22 40:24 41:5,10 42:15, 20 43:14,19 48:24 49:18 50:9,10,22 66:22 71:6 78:8 83:23 114:11 120:16 123:5 Commission's 12:13,22 16:20 34:15 39:24 Commission- approved 22:25 23:3 27:16 Commission- authorized 50:3 Commissioner 36:1, 2,3,5,6,7,9,13 42:10 50:24 65:18 105:4 118:19	Commissioners 35:24 36:11 94:5 communicate 3:18 84:15,17 104:5 109:1 communicating 108:19 communication 73:14 companies 4:6,17 9:21 10:23 18:16 33:14,15 35:17 48:8, 18 117:22 127:10 companies' 54:6 companion 7:15 company 7:4 11:7,10 12:9 13:18 14:14 17:9, 19,22 18:17 19:24 20:1,21,25 21:5 22:17, 20 23:4,8,17 27:19,21 28:14,20 30:9 31:12, 20 34:14 39:22 40:13, 18 45:4 46:21 48:20 50:5 108:16 119:22 120:16,18,20 127:25 128:9,11,20 129:7 company's 11:11,13, 25 12:25 13:24 15:17, 19 16:20,25 18:7 21:12,18 22:3 24:20 26:20 28:12,13,18 31:11 34:24 35:10 40:11 64:14 compare 32:23 33:12,16,19 35:16 86:16 88:1 89:23 121:7 compared 33:4 48:13 100:6 120:14 compares 106:23 comparing 33:2 comparison 27:16 32:20 compatriots 126:23 compensation 26:16
---	--	---	--

competitive 49:21	82:22,24 83:17 106:6	contracts 19:4 31:21	14,20 129:1
competitors 49:23	122:16,19 123:17	contractual 84:16	cost-effective 18:24
complete 20:19	124:5 125:25	108:20	19:19 23:2 34:21
completed 9:24	confirmed 120:18	contrary 24:17 25:23	118:4,6 121:20
130:3 133:7	confronted 40:18	41:3	cost-effectiveness
completely 84:25	confusing 8:6	control 26:18 43:2	24:24 117:17,19,23
114:6 128:18	confusion 6:10 11:8	controlling 18:20	119:10,23 120:2,12,19
complex 39:7,9,17	103:4 105:8,14,16	conversation 71:8	121:6 127:23 129:9
complexity 22:6	117:1	89:1 108:7	costly 22:19
compliance 114:11	congestion 55:12	copies 37:8	costs 10:20,21,22
complicated 41:12	connection 67:20	copy 82:4 93:24 95:2	11:11 12:4,11,17,24
complied 23:4 35:5	considerable 11:8	cor-- 106:24	13:2 14:25 15:2,20
comply 23:21	30:18	core 39:20	16:8 17:19 21:14
compound 82:23	considerably 26:20	correct 8:22 50:6	32:13,22,24 33:2,5,12,
compressor 85:15	considered 126:9	52:21 56:13 59:5,6	15,18 34:2,3 35:14,16
comprised 14:15	131:17,19	60:6,12 61:7,8,12,13,	38:5 39:10,25 40:23
computer 76:24	consistent 10:23	16 62:5 64:3 65:12	43:17,18 47:11,16
90:21	22:22	84:13 85:7,13 86:8	48:5,16,18 49:1,24
concerned 37:2,6	consolidated 4:22	87:24,25 88:19 89:7,	50:7 64:9,15,24,25
conclude 34:9	38:2	14,21 91:7,8 98:22	79:7,9,14,16,17,24
conclusion 34:12	constraints 30:14	99:19 101:11 102:7,18	120:12,25 121:3,4,13,
64:18 73:24	31:2	103:2,3,5,8 104:4	15 123:2 124:5 125:10
condition 35:5	consultant 120:7	106:4,9 107:1,3,6	126:2 127:25 128:22
conditioner 85:15	contact 84:17	115:4 117:10 118:4	129:6
89:19	contained 38:17 52:7	119:17 120:8,9	counsel 5:5,9 9:24
conditioning 26:4,	103:12 114:25 115:1	123:20,21 124:2,3	10:12 11:1,6,24 12:4
19,23	contemplate 18:8	125:14,15 126:8	21:4,11,17 23:6,8,15
conditions 31:3	contentious 120:14	128:3,10	24:4,15 25:21,23
126:5	contentiousness	correction 114:18	27:18,21 28:6 31:19,
conduct 40:11,12	120:11	corrections 13:4	23 32:2,12 34:21 35:1,
conducted 43:20	contested 9:23	52:3 78:4,8 80:7,18,	18 42:12 50:17,25
conferences 42:22	continually 49:23	20,23 114:16,22	66:17 71:9 72:16 82:9
confident-- 115:11	continuation 46:16	correctly 22:15 54:4	93:11
confidential 30:7	continue 95:11	58:12 100:19 124:7	Counsel's 10:19 20:9
82:21,25 83:2,5,10,11,	continued 30:9	128:19	27:1 32:22 34:10,11
24,25 84:3,4 114:13	contract 29:2 41:9	correlate 56:21	35:7,13
115:10,11,25 133:21	85:3,25	correlates 56:12	count 105:15
confirm 42:16 62:22	contracted 29:12	correlation 62:11	counted 124:13
	46:24	cost 15:7 16:1,15,22	counter-parties
		18:3 20:14 34:19 47:9,	29:13
		18 78:14,20,21 79:22,	counter-party 29:21
		23 118:3 119:15	country 10:24 33:13
		120:20 121:1,4,8,11,	couple 5:13 63:16
		17 127:22 128:8,12,	66:11 80:12 105:6
			106:17 122:3,4 124:10
			130:6

court 28:22 39:23 40:21,22 42:18 67:18 77:1 113:22	72:21,22 75:9 84:11, 13 85:6,9 86:2,4 101:25 102:2,14 104:3 126:10 128:22,24 131:20	88:6,9 89:18 91:15,17 97:10,25 99:18,19 100:6,9 111:4,5,12,16 113:7 132:17	delivered 19:11
cover 22:18 68:19	customers 13:20 15:24 17:25 19:3,7,12, 15,22,25 20:4,13,22, 23 21:3 22:19 25:15, 19 26:17,22 28:15,20 30:16 44:16 45:6,12, 15,18 46:11 49:7 75:7 81:16 86:3 87:4 102:4, 15 103:11,18 104:13 108:14,21 109:2 110:24 126:12,19 127:4 128:16 129:2,4, 11 131:22 132:2,7	day's 100:5	demand 10:2,8,17 13:13 14:10,22,23 18:15 19:5 20:11,20, 24 21:1,13 22:1,13 23:18 24:6,7,11,14,17, 23 26:1,11,12 27:7,17, 19 33:10 34:25 35:3, 11,12 37:9 39:4 41:7, 8,24 43:24 44:2 45:10, 11,13 46:10,25 56:5,9, 11,19,20 57:3,10,11, 15,21 58:19 60:1 62:16,22 63:9 70:25 77:18 81:10,11,17,18, 23 82:2,3 84:10,11,14, 19 86:9,17,18 87:24 89:17 90:6 91:9 98:5, 11 99:12 100:7,11 105:19,23 111:5,11
coverage 126:1	cut 49:24	day-ahead 14:12,16, 20,23 15:3 16:2 20:15 21:9,16 24:13 69:15, 19	demand-side 6:25 11:17 12:12 15:18 43:5 50:3
Covid 53:7	cycle 3:8 6:11,12 7:1, 6,7 23:11 34:14 38:5 39:10 43:21 46:1,9,17 47:4 48:15 81:12,17, 18,24 82:1,3 85:15	days 6:1 26:5 37:14 58:1,2 61:23 70:20,23 80:12 105:22 111:1,7, 8 112:21	demonstrate 17:2
create 9:4	cycles 48:15 81:20	deadline 6:4	demonstrates 32:18
created 8:2,23 83:20	Cynthia 42:2	deal 38:4	demonstrating 20:3
creates 40:3	<hr/> D <hr/>	decade 47:14	denying 12:16
creating 110:14	daily 31:16 54:6 59:16 63:22 73:15	December 38:9 106:3 124:1,13	depart 36:21
cross-- 121:1	dash 4:21 10:1	decide 17:3 25:19 50:11 62:20 89:3 113:9	department 23:9 63:20
cross 52:15 115:12 116:8	data 48:1 92:16 93:9, 20 95:8,11,21,22 96:17,19 97:6 110:7, 19	decided 6:16 63:7	depends 100:1
cross-examination 53:19 63:18 81:2,5 91:2 116:22 117:5	date 91:21,25 92:4,6, 8,9,11 96:7,12 97:23 99:15 133:2	deciding 61:15	describe 59:14
crossing 8:25	dated 82:13	decision 10:9 13:11 38:22 61:17	describes 44:3
crystal 22:16	dates 23:24 65:25 81:21 88:17,24 92:15 99:1,6,9	declining 30:19	describing 42:25
CSR 12:13 38:11	day 22:8,10 26:12,13, 24 61:19 63:25 73:4, 14,21 74:5,6 76:11	decrease 26:16	description 44:5
CTS 68:20		Deemed 124:19 125:18	deserves 34:5
cumulative 124:12 125:2		deeply 32:19	design 25:10 26:14 35:10 75:10 101:24
curious 90:3 106:23		defer 21:20	designation 96:12
current 53:25 62:10		deferred 131:2	designed 21:14,19 24:9,12,18,21 25:4 57:17 71:4 72:11 101:21 109:15
curtail 20:24 57:14 81:16		defined 21:24	
curtailed 25:16		definition 28:3 39:24 100:18 109:7	
curtailing 57:11		degree 120:24	
curtailment 20:12 21:6 23:22,25 25:20, 25 28:8 34:22 45:14, 16 57:10 65:22 72:9 73:4,21 74:6 84:12 85:5,21 86:8 87:21 106:25 107:5,10 110:24		degrees 85:12,17	
curtailments 25:18 27:4		delay 106:17	
customer 25:11,13 34:23 44:4 45:16 46:4		delineate 78:7	

detail 41:19 66:5	disallowed 12:11 13:16 15:13	downsides 25:24	earnings 13:3
determine 34:7 40:17,24 57:24 61:3 62:10 128:24	Disallowing 49:14	downward 49:19	ease 68:7
determined 18:23 19:19 23:1 34:19	discovered 43:23	DRI 19:2,11,15,18,22 22:22 45:15 81:24 85:21,25 87:23 88:2 101:21 102:17 103:1 105:10,11 106:8 107:10 108:25 119:1	easier 58:5
determining 73:9	discuss 11:5 19:22 31:15 60:13 61:20 74:1 80:12	drive 4:18 91:15	easiest 7:17
detrimental 40:25	discussed 13:9 31:10 70:4 96:12	drives 89:20	easily 29:7 132:25 133:1
developed 102:3,13, 14 104:4,5	discusses 27:4	driving 72:1	easy 69:25 70:11
developing 102:22	discussing 119:16	drop 69:20	echoing 127:13,18
Development 23:9	discussion 8:15 34:5 66:16 73:12	dropping 55:18	Economic 23:9
devoted 48:4	disincentive 13:2 126:1	DRS 46:22	economist 47:7
devoting 47:15	dispelling 40:5	DSI 12:12	educate 108:14
difference 84:9 100:8 132:3	disposal 43:4	DSIM 5:17 11:18 12:5, 6,18,25 13:1 14:5 15:6,8,21,23,24 16:5, 6,7,23 17:11,12,22 71:3	effect 7:8,12,25 22:19 40:16 71:23 75:7 132:18
differently 6:13 32:22	dispute 121:2	DSM 28:19 30:20 33:12	effectively 84:13
difficult 57:24 58:4 64:13 65:6,11 69:12 70:6,7,18,23	disputed 120:13	DSR 22:22	efficiency 3:7,8 7:23 9:20 28:19 32:25 33:2 36:12 38:6 39:11 43:3, 13 44:10 45:25 48:3 49:3,22 50:13
difficulty 64:5,7,20	distinguish 128:4	dubious 27:4	efficient 30:21 50:15
diminishing 28:4	distribute 93:15 130:10	due 17:22 19:25 70:21 71:24 80:11 101:7,9 133:2	efficiently 65:5,8
direct 18:3,20 38:16 51:19 54:21 77:9 114:4,14,19 115:8,20, 23 122:23 133:18,25	District 28:22 39:23 40:22	duly 51:17 77:7 114:2	efforts 20:3
directly 20:9 46:23 121:10	Division 23:9	dynamics 69:5 70:22	EFIS 7:2,18
director 77:18	docket 7:2 11:8 83:17 122:24		EIA 79:15,19
dis-- 25:13	dockets 11:24		electric 10:23 33:13 38:6 39:11 47:25
disagree 56:3 100:16	document 130:22	E	eliminate 41:15 64:14
disallow 14:13 17:18 19:2 28:25 40:22	dollar 33:2,3,9 123:3 126:17 132:1	e-mail 93:10,17,22 131:7	eliminates 64:24
disallowance 15:6, 14 33:23 34:1,11 49:11,18	dollars 14:13 15:13 17:19 19:2 28:25 33:24 47:16 48:8 49:11	e-mailed 5:15	else's 110:6
disallowances 11:2, 6,11,14 13:9 17:10,14 20:5 28:7 35:19 38:18, 22 39:1,4,5 41:18,25 49:12 50:11	Dority 4:7	e-mails 62:25 87:7	EM&V 18:24 19:19 23:1 34:18 127:24
	doubt 40:4	earlier 105:23 113:3 118:24 124:13	emphasizing 104:9, 10
	doubts 40:6	early 48:15 57:25 62:6 70:14	employ 43:16
	downside 25:22		employed 77:14 114:8,10
			encompassed 88:11

encourage 31:14 102:4,15	EO-2020-0227 3:6 4:20 37:24 38:2	28:9 34:22 35:4 41:8 44:2 45:10 55:16	37:8 41:2 43:21 44:19 45:11 46:22 47:8,9
encouraging 44:24 103:10	EO-2020-0228 37:24	57:21 58:19 59:3,10 65:22 71:21 72:4,10	48:13 49:6,14,19 61:6 64:8 70:25 81:12
end 5:25 6:5 8:11,12 43:22 69:23 80:13 113:7 114:19 117:24, 25 118:8,11 119:11, 19,22	EO-2020-0262 9:25	73:4,10,21 74:5,6,23 75:1,7,22 84:15 86:9, 12,18 87:22,24 88:2,5, 8,18,24,25 89:3,5,11, 25 90:4,8,11,12 91:10	83:15,16 85:10 91:4 107:9
ended 69:21 97:8,24 98:24	equal 86:4	97:2 98:5,11 99:1,2,24 100:14 101:7,9,21,23 102:21 103:1 104:12 105:19,21,25 106:25 107:5,10,13 108:15,16 109:1,4,12,24 118:23	everyone's 76:13 89:18 121:25
ending 92:2	equation 111:14	evergy 3:9,10,20,23 4:21 6:8,9 9:9,17,23 10:12 11:22 13:11 14:10,18,21 15:10 18:2 19:4,10,20 20:10 21:11 22:6,7,11 23:6, 21,22,23,25 24:3,7 25:8 28:25 29:20,23 30:5 31:15,24 32:1,3, 17 33:9,14,24 34:13 35:2,4 37:11,25 38:1, 7,8,14,15 39:12 41:5, 9,14,15,17 43:23 44:6, 13,20,23 45:2,8,14 46:9,13,16,24,25 47:17,20 48:3,6,16,20, 23 49:9,16,23 50:2 51:5,9 53:23,25 54:15 57:20 58:18 59:22 63:7,20,24 64:7 74:23 75:6 76:22 77:4,16 86:8 89:5 91:9,10,22 92:1,5,10,15,22,24,25 95:7,21 96:10,21,22 98:4,11,25 100:14 101:23 105:12 106:24 107:5 110:9 112:8 116:12,19,23 120:4 122:2,10 123:12,13,18 126:6,10,12,18,24 127:3,5 131:8,9,19,22 132:1,6	evidence 14:4 15:25 34:12 53:15 94:11 107:17,25 112:4,18 116:4
energ 3:7,8 9:20 14:19,25 18:15 21:15 22:13,17 23:9 28:19 29:24 32:24 33:2,9 38:5 39:10 42:21 43:3, 13 44:10 45:25 47:22 48:3 49:3,22 50:12 120:25 124:18,23	errata 80:5 112:20 132:24 133:13	Ev-- 89:2	evidentiary 3:5
engaged 69:21 97:8,24 98:24	error 78:13	evaluate 121:11	exact 58:3 98:23 118:23
engaging 103:22	essentially 20:23 81:14	evaluation 43:20 119:25	EXAMINATION 51:19 66:15 75:19 77:9 108:5 114:4 127:20
energy 3:7,8 9:20 14:19,25 18:15 21:15 22:13,17 23:9 28:19 29:24 32:24 33:2,9 38:5 39:10 42:21 43:3, 13 44:10 45:25 47:22 48:3 49:3,22 50:12 120:25 124:18,23	establish 16:23 94:12	evaluator 18:24,25 19:19,20 23:1,2 34:19 120:3	exceeding 45:21
engage 3:16 60:1	established 14:7	evaluators 34:18 120:15	excellent 99:9 106:10
engagement 108:19	estimate 128:1,5,7	event 22:1,13 27:20, 22,24 45:17 57:11 59:8 61:16,18,25 62:17,20,21,23 63:4,8, 10 70:1 84:9,12,19,21 85:1,3,11 86:13,14,20, 21 87:2,3,11,15,23 88:3,4,10 92:23 96:7, 11,14,22 97:8,25 98:1 99:12,24 100:23 101:2 102:5,16,17,19 103:11,18,25 104:6 105:15,22 109:16,20 110:9 111:5	exceptions 118:2
engaging 103:22	estimates 128:17	events 13:13,14 14:10 20:11,12,20 21:6 23:18,23,25 24:6, 15 25:9,25 26:11,12	excuse 14:18 34:20 38:23 41:24 62:14 91:21 96:13,17 102:13
enroll 17:25	estimation 90:13		excused 66:9 76:10, 14
ensure 20:19 100:15	Ev-- 89:2		excused 66:9 76:10, 14
enter 15:10 29:1 37:8	evaluate 121:11		exhibit 52:12 53:11, 13 94:16 95:3 107:16, 21,25 115:24 116:2 133:24
entered 19:4,13 23:10 24:3 31:20	evaluation 43:20 119:25		excuse 14:18 34:20 38:23 41:24 62:14 91:21 96:13,17 102:13
entering 41:8	evaluator 18:24,25 19:19,20 23:1,2 34:19 120:3		excused 66:9 76:10, 14
enticed 45:12	evaluators 34:18 120:15		exhibits 5:14,15,17 52:12 53:7,9,14 80:12 112:9,14,17 113:5 116:3
entire 37:13 43:3 104:7	event 22:1,13 27:20, 22,24 45:17 57:11 59:8 61:16,18,25 62:17,20,21,23 63:4,8, 10 70:1 84:9,12,19,21 85:1,3,11 86:13,14,20, 21 87:2,3,11,15,23 88:3,4,10 92:23 96:7, 11,14,22 97:8,25 98:1 99:12,24 100:23 101:2 102:5,16,17,19 103:11,18,25 104:6 105:15,22 109:16,20 110:9 111:5		existing 7:12
entirety 26:24 47:13	events 13:13,14 14:10 20:11,12,20 21:6 23:18,23,25 24:6, 15 25:9,25 26:11,12		exists 29:4 43:19
entities 30:4,6 54:18 55:1			expect 56:8 62:12 132:12
entity's 14:1			expectation 69:15
entries 4:23			expected 44:25
entry 7:2			expenditure 40:4,6
EO-2015-0240 7:3			
EO-2019-0132 23:12 83:17			

expenditures 47:10	81:15 87:13 109:22	8 73:6	follow-up 28:11 61:24 62:3,8,15,21,25 63:3
expense 49:13,17	factor 132:10	filed 10:12 12:9 32:2 38:13 51:25 68:21 77:25 80:22 83:16 114:12 122:22,24 123:4,9	follow-ups 106:17
expenses 13:13,19 39:1 47:8 48:9	factors 30:11 60:16	filings 117:12	footnote 114:19,20
expensive 68:18,22	factual 12:20	final 61:17	footprint 29:5 55:22
expensively 33:8	failed 112:4	finally 18:22 35:13 63:9 79:19	force 50:8 72:1 99:18
experience 48:13 107:10	failure 17:22 19:25	financial 25:11,17 26:6 29:25 50:6 101:25	forced 111:12
explain 54:10 66:22 67:25 97:17 99:17 100:2 109:5 110:15 111:19 132:11,15	fair 44:5 54:8 56:7 58:22 59:13 63:6,7 80:6 85:4 90:13 126:4	financially 19:6	forecast 61:21 63:20 64:13 65:6
explained 15:1 22:5 27:11 50:16	fairly 41:21 68:14	find 17:10 29:21 79:6 82:6 127:19	forecast-wise 64:1
explaining 110:13,18 131:7	fall 106:2	finding 6:10	forecasted 63:21
explains 29:10	familiar 83:19 84:2	finds 16:24	forecasting 64:5,7, 21
explicitly 72:12	faster 44:24 45:1	fine 83:18 107:19 113:1,11	forecasts 61:25 63:23
exposure 117:16	fat 43:17	fingers 8:25 124:13	foreseeing 75:5
expressed 14:3	favorably 33:12,16, 19 35:16	Fischer 4:4,5,7 9:10, 15 35:23 37:10,21 51:15,16,19 52:11,18, 21 53:1,11 54:2 64:17 66:10,15,24 67:10,21, 23,24 73:25 74:3,4,14 75:18,19 76:2,9,15	forget 48:19 112:2 113:13
extended 23:11	February 23:7 32:6 38:25	Fischer's 36:22 39:8 65:23	Forgive 48:19
extension 23:5 24:2	fee 71:25	flat 30:19	forgot 107:16
extensions 6:9	feedback 4:10	flawed 32:19 34:10 35:15	form 68:13
extensive 129:21	fees 11:12,15 13:17, 19,24 14:5 16:1 20:14 21:7,14,25 24:14 25:3, 5,10 27:10 46:7,14 58:24 59:4,7,9 71:10, 14,15,18,20 74:25 75:3	flesh 108:12	formalize 133:8
extent 36:24 45:9 47:3 50:22 59:17	figure 90:20	flip 96:16	format 123:5
extra 8:14 29:8	figured 132:23	flipping 95:9	Fortson 38:16 42:1 113:14,15 114:1,2,5,7, 14 115:13,19 117:6,8 118:22 122:10 126:17 127:7,21 130:23 131:1
F	file 3:5 5:19 7:19 9:25 15:2 27:4 32:17 37:24 38:2 66:4 75:8 76:21, 22 77:1,7,11,13,15,21, 25 80:5,17 81:2,6 84:8 86:6,24 91:3 93:13,25 94:7 95:2,16 96:1,4 99:10 101:16 102:6 104:17,21 105:7 106:22 108:6 112:2,6 117:22 118:24 119:4	flow 15:4,5,21 16:5,10	Fortson's 115:8,23 130:3 133:18,25
F-O-R-T-S-O-N 114:1	File's 18:13 33:11 59:13 60:1 62:19 72:6,	folks 84:17	forwarded 94:4
FAC 10:10,11 12:2 20:17 31:18 37:1		follow 101:20	found 6:10 7:2 28:17 46:20 47:7,8,17 78:24 120:7
face 98:11			foundation 94:12
facilities 30:15			four-event 27:25
facility 86:1			fourth 96:18
fact 12:18 16:4 19:24 22:2 27:5 35:2,15 37:3 41:18 69:25 71:20			Foxwood 4:18

frame 58:8 70:15 88:11 99:4	give 26:18 67:5 69:13 84:17 93:25 94:24 112:22 113:6 122:3 132:25 133:1		63:14 65:2,17,20 66:8, 13 67:4,12,17 74:2,8, 16,21 75:12,17,25 76:4,12,16,19,25 77:4 80:8,11 81:3 87:1,17 90:17,25 93:14 94:4, 10,15,19,23 105:3,5 106:10,15,19 107:19 108:1 112:7,12,24 113:2,12,18,20 115:13,16,21 116:5,9, 14,21 117:2 118:18,21 127:6,12,15 129:25 130:17,25 131:6,11,14 132:12,22 133:5,15, 20,23
frank 55:8	giving 18:6,18	H	
frankly 56:24 60:19	glad 37:14	ha-- 99:7	
free 18:6 44:18	glance 39:6	Hack 4:1,2	
frequently 26:23 38:10	glitch 9:14	hairs 70:10	
Friday 113:7	GMO 13:6 18:9 21:22 71:22	half 8:14 48:7,21	
front 57:5 82:7 103:24 117:24,25 118:8,11 119:11,22	goal 14:24 49:25	Hall 5:6,7,8 6:18,20 42:12,14,19 50:23 53:17,18,19 63:14 64:5 67:1 73:23 74:8 75:15 81:3,4,5,7 82:15 87:18,19,20 90:17 93:19 102:25 106:14, 16,20,21 116:10,11,25 117:3,4,5 118:18 119:9,21 127:11	
frozen 67:5	goals 34:17	Hall's 64:22	head 7:17 90:14 91:16 92:7,12 107:8,13
fuel 9:24 10:14 11:13, 16,20,25 14:6 15:5,19 16:10,17 17:3 64:25	good 3:1 5:7 32:23 44:11 53:20,21 54:20 77:10 80:25 81:6,7 91:1 93:22 94:3,25 108:18 117:6,7,14	hand 11:18 12:3	hear 36:18,23 37:7 39:17 42:16 67:1,3 90:24 107:23 130:12, 13
full 113:24	grant 39:13	handed 119:11	heard 58:11
fully 10:8 18:8 20:17 97:18	granular 70:17	hands 111:2	hearing 3:3,5,11 6:6 8:20 9:4,7,23 12:21 37:10 67:12 86:7 115:25 118:20 130:8 132:20
function 3:16	great 77:14,20,24 78:4,7 79:12 80:2,15 82:4 108:3 116:16	happen 68:16,17 97:10 107:9 109:23 122:2	hearings 3:15
funds 15:24 48:24 49:2	greatest 47:10	happened 8:25	heart 43:10
future 28:15,21 31:25 32:9 42:7	grid 42:25	happy 35:20 100:2 113:6,8	heat 126:13 131:22 132:8
	Gross 124:18,23 125:17	hard 68:25 98:17	heating 26:18
	grounds 12:11	Harden 4:15,16,17 9:16 67:13,17 74:10 77:5,6,9 80:3,9,10,15, 16 81:1 82:11 93:23 94:2 95:13 104:20 108:2,3,5 112:1,10,11, 20,25 113:1,11 116:16,19 127:10,12, 14 132:23	held 37:1 96:7
G	group 59:13,14,15,22 60:1 62:19 72:6,8 73:6 89:2,3	Harden's 5:15 67:20	helpful 95:12 97:13
gamble 22:10	grouping 89:24	harder 111:20	hey 111:15
gas 39:21 68:20	growth 30:20	Hatcher 3:1,2,25 4:4, 11,19 5:4,12 6:3,19 7:22 8:23 35:23 36:5, 9,19 42:9 50:23 51:10, 14 52:16 53:5,16	high 25:19 46:12 57:3,12,14,15,16,19 70:1
gathering 101:17	guess 7:12 8:19 59:24 72:19,23 93:10 94:8 115:8 120:8 121:18 132:10		higher 22:18 25:11 47:21 56:5,6,8,9 69:18 101:25
gauge 60:10	gun 132:19		highest 14:11,23 15:3 21:9,16 55:4,6 66:19 68:3 69:2,12 70:7,24
gave 45:4,14	guys 116:15		
general 14:8 16:18 50:21 70:12 121:3			
generally 56:5 113:5			
generation 54:24 59:16 68:11,19,21 69:7,8,22			
generator 55:10			
Geoff 32:12 47:7,16 50:18			

91:17,20 111:16	29:1	incentive 10:17,21 17:23 18:4 19:5 21:2, 13 25:18 32:21 34:3 44:24 45:12,21 47:11, 20 49:4,15 50:6 79:7, 14,16,23 81:10,18,19 82:3 84:10,14 86:17, 19 101:25 105:20,24	inefficiency 40:2
hindsight 31:8 40:9, 15 99:8	I		information 47:22 60:18 121:25 123:25 132:13
historical 62:9	idea 70:12		infrastructure 43:25 44:3 45:13 85:11
history 47:12	iden-- 30:6		initial 62:5
hit 57:22 58:13,20,23 59:3 71:12,13,18 74:24 75:23 88:13 97:15,19,20,23 101:9 111:4,7	identification 95:3	incentives 25:11 26:6 45:15 72:21	initially 31:20 62:2 117:23 122:24
hitting 71:9 75:3 89:13 110:14	identified 30:7	incentivize 19:6	Initiative 27:8
hold 49:9 88:23	identifies 122:13	inception 7:7 46:1	install 45:6
Holsman 36:6,7	identify 51:6	inclined 80:4	installation 44:13
honor 64:17 66:10 80:3 81:1 106:16 108:4 112:3 113:4	immediately 129:7 130:10	include 31:25 32:4 86:13	installations 18:4,20
hoped 93:8	impact 34:23,24 40:25	included 10:1 13:1 16:11 18:18	instance 70:18
hoping 9:1 81:9	impacted 31:1 91:14	includes 16:15 115:9	instances 96:21 110:9,22
horizon 42:24	impacts 11:25 12:4	including 23:14 30:12 37:13	institutions 30:1
hot 57:6 69:16 89:16	implement 41:15 43:24 72:24	inconvenience 25:17 26:7	intelligently 95:19
hottest 26:4	implementation 41:6	Incorporated 3:9	intent 16:19 57:13 60:7
hour 8:14 22:9 58:3 69:1,11 78:15,18,19 79:16 92:2,23 96:15, 22 97:8 98:23 110:9 126:11,18 131:23 132:1	implemented 24:22 30:21	incorrect 29:9 97:18	interacts 59:13
hours 68:6 70:24 73:10 88:13 96:11 126:14,16 131:21,24 132:8	implied 36:25	increase 56:2 57:8 75:2	interest 28:18
house 85:24	import 104:8	increased 26:15 48:21	interested 29:21 31:7
housekeeping 130:6	important 88:12 89:13 108:14	increasing 48:16	intermission 76:7, 17,20
How's 133:4	impose 5:18	increasingly 69:12	internal 62:21
huge 48:12 113:4	impossible 129:13	incurred 40:1	internally 60:5
humid 89:16	impression 29:3	independent 18:25 19:20 23:2 29:16,25 34:19	interpret 125:7
HVAC 84:24	improved 20:1	indicating 111:9	interrupt 111:24
hybrid 52:19	improvidence 40:2	indicative 121:17	interrupted 125:21
hypothetical 15:11	imprudence 40:24, 25	individual 85:23 86:2	interruption 59:20 87:18
	imprudent 35:9 41:10,18 49:13	induce 46:3	intervening 7:5
	imprudently 41:6 121:21	industrial 19:3,22 20:21 21:3 25:15 81:15 86:1,19	intimidating 39:13
	inaccurate 30:22		introduce 3:20 93:9
			invest 43:8 44:10
			investment 3:8 9:20 11:17 12:12 15:18

38:6 39:11	judge 3:1,2,25 4:4,5, 11,19,25 5:4,7,12,24 6:3,18,19 7:14,22 8:18,23 9:10,15 13:5 18:8 31:14 35:20,23 36:5,8,9,17,19 37:7 42:9 50:12,14,23 51:10,14,16 52:11,16, 18 53:3,5,16 63:14,16 65:2,16,17,20 66:4,8, 10,11,13,24 67:4,11, 12,17,23 74:1,2,8,14, 16,21 75:12,15,16,17, 18,25 76:2,4,9,12,16, 19,23,25 77:4 80:8,11 81:3,4 87:1,17,19 90:17,19,24,25 93:8, 14,23 94:4,8,10,15,19, 22,23 105:2,3,5 106:10,14,15,19 107:15,19 108:1 112:7,12,19,24 113:2, 12,17,18,20 115:7,13, 15,16,18,21 116:5,8,9, 14,21 117:1,2 118:18, 21 119:2 122:5 127:6, 12,15,17,21 129:24,25 130:17,22,25 131:6, 11,14 132:9,12,22 133:5,11,15,17,20,23	KC 3:24 KCP&L 71:22 KCPL 13:6 18:9 21:21 keeping 101:14 Keevil 4:24,25 5:2,19, 23,24 7:20 8:18 36:16, 17,20 37:18 42:9 52:17,22,25 63:15,16, 18 64:19 65:7,15,17 73:16 75:16 90:18,19, 22,23 91:1,2 93:8,16, 19,21 94:3,6,8,14,18, 20,21,25 95:1,14,20, 25 102:7 104:22 105:1,3 107:15 108:8, 10 109:11 112:19 113:21 114:4,7 115:7, 15,18 116:6,7,17 127:16,17,20 129:23, 25 130:21 131:1,10,13 132:9,14 133:3,17,22 Keevil's 110:11 Kenney 36:1 key 48:2 kilowatt 78:15,17,18, 21 79:16 126:11,14, 15,18 131:21,23,24 132:1,8 kind 8:4 58:9 70:10 74:8 80:12 86:4 95:9 104:7,18 109:8 111:9 knew 46:9 knowledge 44:23 52:9 60:23 102:23 115:5 kw 33:3,18 78:21 79:7, 22 85:24 kwh 33:3,15 78:15	lastly 6:17 late 70:14 89:18 law 3:2 12:19 16:4 28:3 lawyer's 110:5 leave 100:3 113:8 led 41:11 legal 12:20 64:18 73:24 lessened 21:25 level 17:23 18:21 24:24 32:13 44:24 47:18 66:20 69:3 levels 18:14 19:16 44:14 li-- 107:16 Liberty 33:17 life 129:10 lightning 9:2 lights 84:24 likelihood 75:2 Likewise 70:20 limit 12:9,16 13:8 48:25 49:2 58:19 64:25 lines 26:8 list 13:10 42:3 65:24 84:17 116:15,24 listening 39:8 listing 106:1 live 37:5 97:6 LM-- 54:25 LMP 46:8,12,15 54:19,22 55:4,6 57:12 66:19 69:1,5 LMPS 54:22 55:9,12, 14,15 56:2,9 57:8,16 68:14 69:11,17,20,25 70:21,24
<hr/> J <hr/>	Judge's 75:20 judged 40:11 July 12:9 58:8 70:14 88:10 92:2 96:13 june 23:19 38:13 58:1 61:9 70:18 72:13 99:4 105:19,22,23 jur-- 110:7 jurisdiction 23:18 93:2 98:6,13 jurisdictions 73:11 96:20 105:18,21 110:8		
<hr/> K <hr/>	<hr/> Kansas 51:22 57:4 68:8,24 77:22		
<hr/> K <hr/>	<hr/> K <hr/>		
<hr/> L <hr/>	<hr/> L <hr/>		
James 4:7 Janu-- 96:13 January 96:13 Jeff 37:17 Jeff-- 4:8 Jefferson 4:9 5:3,10 Jeffrey 5:2 job 5:22 John 15:15 22:6 31:15 51:5,9,17,22,24 Jones 4:18 Joshua 4:16 9:16 journals 42:24			

<p>load 13:15,24,25 14:11 15:3 21:8,15,20 22:18 24:19 25:6 26:4 30:20 46:12 55:1 57:3, 8 59:18 61:1,21,25 63:20,21,23 65:6 68:8, 13,20,22,23 69:17 84:24 86:1 87:12 89:21 96:11 98:1</p> <p>loads 54:24 55:19 59:17</p> <p>local 70:3</p> <p>locational 14:12,17, 23 15:4 16:2 20:15 21:9,16 24:13 46:8 56:4 68:3 70:7</p> <p>log 77:2</p> <p>logic 57:10</p> <p>logs 67:7</p> <p>long 15:12 31:13 53:22 117:13</p> <p>looked 95:5 118:5</p> <p>loss 68:19</p> <p>lost 66:25 114:6</p> <p>lot 55:11 60:20 69:16 73:5 86:3 89:17 91:3</p> <p>low 48:21</p> <p>low-income 48:24 49:7 118:2</p> <p>lower 26:20 27:8 33:15,18 91:5,6 111:12 132:4</p> <p>lowered 18:4</p> <p>lowering 27:10</p> <p>Luebbert 41:25 82:14 119:5,6 129:17,20 130:14,16,20 131:3 132:11,15</p> <p>Luebbert's 82:5</p>	<p style="text-align: center;">M</p> <p>made 11:13 12:1,6 17:12 22:10 29:6,7,11 80:23 111:11</p> <p>Madison 4:8 5:2,10</p> <p>Main 3:23 51:22 77:22</p> <p>majority 27:25</p> <p>make 6:14 26:3,7 29:9 39:16,18 45:22 47:3 52:4 56:15 58:11 59:1 61:17 63:1 64:11 69:18 87:4,10,14 98:1 109:2 113:3 114:17 115:22 121:8 124:9</p> <p>makers 13:12</p> <p>makes 30:22 49:2 98:2 100:8 111:19</p> <p>manage 11:19 26:7 64:8,15,24 65:5</p> <p>managed 18:19 24:7, 10,22 34:13,15 92:22 121:22</p> <p>management 6:25 10:2,7,16 16:25 33:5 35:14 43:5 47:9 50:4 77:19</p> <p>manager 15:15 54:1 114:11</p> <p>maneuver 60:8</p> <p>marginal 14:12,17,24 15:4 16:2 20:15 21:9, 16 24:13 46:8 56:4 68:3 70:3,7</p> <p>marginally 58:5</p> <p>mark 52:12 53:3 94:10,16 115:8</p> <p>Marke 25:23 26:9,24 32:12 47:7,17 49:8,10 50:18 73:4</p> <p>Marke's 32:18 33:25</p> <p>marked 52:13 53:4,9</p>	<p>83:1,10,11,24 94:9 95:3 115:24</p> <p>market 14:15,16,19 22:7,12,18 29:4,8,11, 19,20 46:25 49:21 54:1,2 55:8 69:23 70:22</p> <p>marketers 29:24</p> <p>marketing 59:23 60:1,22 102:2,13</p> <p>marketplace 29:14 30:2</p> <p>marks 47:9</p> <p>match 81:21 123:19</p> <p>matching 45:21</p> <p>math 100:1,4 111:14</p> <p>matter 3:6 16:4</p> <p>matters 8:17</p> <p>maximize 20:13 21:7 25:2,9 27:9,12</p> <p>maximizing 44:4</p> <p>maximum 99:2 101:21,22 103:19,25 104:13,15 108:14,16 109:15,16,24</p> <p>maximums 102:5,16, 17,19 103:11,18 104:6 109:20</p> <p>meaning 29:12 45:22</p> <p>meaningful 19:6 45:25</p> <p>meaningfully 19:8 44:1</p> <p>means 26:2 33:7 45:7 86:21 87:4 97:15 125:8</p> <p>measure 49:4</p> <p>measured 117:19</p> <p>measurement 120:1</p> <p>measures 43:15 129:10</p>	<p>mechanism 11:17 12:12 15:18 16:11</p> <p>MEEIA 3:8 5:17,19 9:22 10:20,22,25 11:3, 4,9,12,19,21,22,23 12:6,22 16:14,21,25 17:4,15 18:21 22:4,23, 24,25 23:5,11 24:2 25:3 27:6 28:12,13,17, 18 32:14 34:13 35:14 37:9 43:10,21 47:13, 15 48:8,14 49:6 72:11 83:16 91:4 117:8,10, 11,20,21 118:3 129:6 132:17</p> <p>MEEIA-RELATED 39:18</p> <p>meet 31:9 35:11 60:10,13 72:6,8 73:13 76:6 100:12 109:8</p> <p>meeting 8:11,24 9:4,5 60:5,8 61:2,18,19,23, 24 62:3,5,9,15,21,25 63:3 73:5 89:3</p> <p>meetings 61:12,14, 15</p> <p>meets 19:21</p> <p>Megawatt 78:14,20</p> <p>megawatts 19:24 68:11,19 111:15,16,18</p> <p>mentioned 9:16 62:3 64:4 69:4 70:14 112:20</p> <p>merits 11:5 17:16</p> <p>message 130:18</p> <p>met 34:16 62:19</p> <p>methodology 24:25</p> <p>methods 46:3</p> <p>Metro 3:9,10 6:8 7:15 8:3 9:17 15:10 29:1 30:5 37:25 38:7,14 39:12 48:7 54:15 57:4 58:16 64:1 66:2 68:24 91:10,22 92:1,24 96:8, 20,22 105:12 118:25</p>
--	---	---	--

122:10 123:13,18,22 124:4 126:10,12,18 131:8,19,22 132:2,18	misunderstood 75:20	muscle 43:17	113:10 130:2
Metro's 47:17 110:7 122:2	mitigate 109:6	mute 3:12 36:10	noted 40:8 81:17
Mexico 55:25 56:1 57:6	mitigated 100:15	muted 51:7 77:5	notes 119:3 127:19
microphone 4:12	MO 3:24	muting 3:14	notice 7:13,18,24 8:9 38:21 133:8
mid-missouri 55:24	moment 36:14 104:19	MWH 78:15	noticed 8:12
Midcontinent 29:16	moments 122:4	<hr/> N <hr/>	notification 87:4,5
Midwest 68:8	mon-- 62:18 123:4	nail 58:3	notwithstanding 41:3
mild 68:9	Monday 62:19	Name's 81:16	number 3:5 6:9 7:2 10:19 12:8 13:6,7,10 18:9,10,20 19:1,9 20:9 21:22 23:11 24:6 25:18 26:17 28:10 32:11 37:24 38:2 48:19 79:7,22,23,24 80:6 83:10,25 91:24 94:21 95:8 99:2 103:19 107:8,13 108:14,16 110:2 111:8,12 112:23 125:12 126:16 131:8,9
million 13:17 15:13 19:2 28:25 49:11	Mondays 60:10,13	named 72:13 95:24	numbered 6:12 112:22
mind 5:16 55:3 129:12	money 43:24 44:6,7, 25 45:23 128:15	nation 33:7	numbers 9:25 48:12 69:19 78:24 79:5,21 83:5 86:16 94:16 107:12 112:10 131:4, 18
minimizing 46:11	monitoring 123:4 124:24,25	national 33:16,19 47:19,21 49:16	numerous 24:14 27:3
minimum 27:25 28:2	monopoly 50:3	natural 39:21 68:20	<hr/> O <hr/>
minor 114:18	month 25:4,6,7 37:1 57:22 62:14 68:10 69:1 70:8,19 71:12 74:24 125:24	nature 29:12 46:5,6 59:8 127:24 129:6	object 64:17
minutes 122:4	monthly 13:14 14:2 22:8,11 25:6 27:10 35:8 54:11,14,16,17, 18 56:12,22 57:1,25 58:21 61:12 69:11 70:9,11,16 71:1,4 75:1,23 93:5	necessarily 55:5 57:15 66:18 68:2 100:21 110:12	Objection 73:23
mis-- 29:3 39:8	months 38:11 57:24 61:5,6 72:9,13 93:3 124:14 125:8	needed 29:22 30:14 46:3 109:1	objections 53:10,12 107:21,24 112:13,16 115:23 116:2 130:12 133:24
MISO 29:17,18	morning 9:1	net 13:1,2 22:19 71:23	objective 27:13 34:25 91:4 109:9
misplaced 19:10	motion 12:9,16 13:8	network 54:7	objectives 35:10
missed 97:16 110:13	move 36:15 42:11 51:2 97:14 113:12 121:23	nice 76:12	obtain 20:3
Missouri 3:4,7,10 4:9,18,21 5:3,10 9:17, 20 15:10 23:8,10 28:22,25 30:5 33:14, 20,24 37:19,25 38:1,5, 7,8,14,15 39:10 47:12, 17,20 48:3,6,7 51:23 54:6,15 57:6 58:16 64:1 77:22 79:6,10 89:15 92:5,10 114:10	mul-- 68:17	non-affiliate 29:2	
Missouri's 5:8	multiple 25:4 27:19	non-incentive 10:22 32:22 34:2,3 47:10,20 48:4 49:15	
misspoke 82:17	multitude 55:19 68:17	non-participant 44:25	
mistake 88:22	municipalities 29:24	non-participants 44:19	
mistaken 29:3		non-summer 72:9	
Mister 51:7 52:17 93:12,25		north 57:7	
		note 3:15 67:19 77:1	

obvious 106:1	opportunity 13:3 43:4 78:9 99:3	57:25 83:20 85:22 88:12 104:9 105:16 110:21 119:25	71:4,9,13,16,19 72:2 74:24 75:3,23,24 76:1 88:12,13 89:13,21 90:15 91:5,6,17,22 92:1,5,10,23 93:5 96:8,14,23 97:2,3,9, 24,25 98:2,6,12,24 99:13,15,19,25 100:6, 8,15,17 101:10 109:7 110:10,14 111:1,3,11, 13,15,18 132:4
occasionally 25:17	opposed 116:11	Partial 38:24	peaking 58:14 70:13 72:12
occur 11:23 48:10,11 61:4 91:22 92:1,5,10	oranges 32:19	participant 19:23 26:16 29:8 40:3 44:17 55:8	peaks 14:2,3 27:10 46:11 54:14,25 55:19 57:19 58:7 62:9 64:8, 13 70:11,16 71:2 91:11,14 110:13,15 111:1
occurred 22:3 72:3 96:23 110:10	order 12:16,20 25:2 28:16 38:2 41:11 49:18 51:4 84:21 85:2 95:16 103:21 116:22, 24 133:8	participants 29:20 45:22 84:16 87:8	penalized 19:16
occurs 58:4	ordered 13:3 23:21 35:3,5	participate 19:7,15 20:1 25:20 45:19 102:4,16 103:11 117:9,11	penalties 45:20
October 82:13,16,17	organizations 29:16	participated 45:16	penalty 45:18
offer 59:15 107:16 108:19 112:3	original 21:22 45:21	participating 85:10	pending 86:23
offered 41:21 50:12 53:11 127:21 133:20	originally 37:23 112:20 123:8	participation 18:15 19:6 25:12 72:22 102:1	people 40:17 56:10, 16,19 87:7
offers 50:17	outage 55:15	parties 6:22 10:4 23:14 31:21 39:16 51:4	perceive 61:3
office 5:5,9 42:12 50:16,25	outages 60:21	partly 111:14	percent 27:22,23 33:7 47:19,21,23 48:6, 7,18,19 49:1,9 56:25
official 76:17	outliers 48:12	parts 57:2,25 73:12	percentage 14:3
oil 68:20	overhead 43:9 47:8, 16 48:9	party 15:12 116:13 120:6	perfect 6:3 130:1 133:7
oil-fired 68:21	overhead-to- program 49:17	pass 121:20	performance 19:23 20:2,3
online 69:9	overriding 29:6	passed 120:8	performed 40:17
onward 44:23 46:1	Overruled 65:2 74:10	pause 36:13	period 5:22 7:8 8:1 17:1 20:12 21:6 22:3 28:9 31:8 33:25 34:14 38:8 45:5 47:12 48:5, 22 61:6 71:17 88:7 96:8 106:3 122:13 124:1,5,20,21 125:1,8, 13 132:19
OPC 50:12 116:23 127:11	oversee 54:5	pay 13:20 98:15 126:13 128:16 131:23 132:8	periodic 123:11
OPC's 39:4 47:7	owners 13:21	payers 49:24	
open 74:9 95:4 113:9	<hr/> P <hr/>	payments 19:14	
opening 9:8 36:15,23 39:8 42:5,13 65:23 70:4	p.m. 92:3	PC 4:8,18	
operate 33:8 90:20	padding 49:5	peak 13:14 20:24 21:20 22:2,8,11 24:19 25:6,7 27:9,14 35:12 54:11,12,16,18,19,22 55:3 56:11,12,19,20, 22 57:1,16,22,25 58:3, 9,13,17,21,24 59:3 60:11,15 61:3 62:7,12, 13 66:17 68:2 70:9,12	
operates 22:20	pages 40:19 122:8 123:10		
operation 43:8	paragraph 23:14 96:18 109:21 110:6 124:16		
operational 101:1,8 109:10	parameters 22:25		
operations 15:16 31:16 38:6 39:11 54:1, 2,3,6	pardon 6:20 59:20 116:25		
operator 29:17 43:12, 16 46:2	part 3:17 6:25 46:21		
opinion 34:4 64:6,16, 23 128:23			

periods 30:14 46:12	positions 41:20	presumed 39:25	6,13,19,21,23 19:3,5, 12,18,22,25 20:4 21:1, 2 22:21,22 23:17 25:3, 8,10 26:1,2,15,21,25 27:7,8 33:12 34:17,25 37:9 41:7 45:12,23 48:3,24,25 49:1 50:4 66:1 73:1 75:10 81:11, 12,24 84:14 85:7,10, 21 86:10,12,17,20 93:4 101:22,24 102:22 105:17,20 106:25 107:6,11 108:25 109:6,16,18 118:2 121:1,4,20 124:5 125:10
permissible 16:14	positive 7:11	presumption 40:1	programmable 10:16 17:20,24 18:5, 12,18,22 19:17 20:25 21:12 22:21 23:17 26:2 27:6,7
perpetually 49:25	possibility 103:20	prevail 11:24 12:4	programs 3:9 7:1 9:21 10:3,22 11:9,19, 21,23 14:22 16:25 21:13,19,24 22:4,25 24:7,8,12,18,21,23 25:20 27:1 28:13,19 30:20 32:14,25 33:4,8 34:13,15,20 35:11,15 41:14,16 43:5,13,21 44:12 46:10,17 47:9 49:6,22 50:13,14 57:13,17 59:8 65:5 71:1,3 72:2,11,14,20, 23,25 73:11 81:14,16 84:10 90:6 91:5 100:11 101:20 109:15, 18 117:10 118:2 120:19 128:17
person 31:9 60:22 95:17	possibly 25:12 102:1	previous 10:25 48:13 106:23	project 65:6
perspective 44:19 54:24 55:9 61:2 70:13	postulate 109:14	previously 4:22 50:16	projected 57:14 62:2, 13
phrased 65:9	potential 27:9 46:14 61:1,21,23,25 63:3 69:24 75:5 109:3	price 30:25 70:8	projecting 62:7
pick 22:7 70:23	potentially 25:11 59:3 101:25 121:15	prices 14:17,24 16:3 20:15 21:9,16 22:18 24:13 66:19 68:3 69:2 70:3	projections 44:15 62:10
pieces 53:2	power 11:11 13:12 25:16 29:25 46:6,7 57:2,3 59:14,16,18,19, 23,25 68:12,14 69:5	pricing 14:12 15:4 46:8 56:5 69:5	promised 42:23 47:3 76:5
place 16:23 17:5 49:14 84:20	Powerpoint 9:11,13	primarily 14:6 21:14	promote 46:16 49:22
placing 49:16	pre-arranged 51:3	primary 21:23 27:5, 13 34:25 54:5 91:4 109:6,9,22	
plan 8:12 18:18 108:15	pre-filed 5:17 65:23 120:6	prioritize 49:4	
planned 36:21 37:16 62:21 69:9	precautions 53:7	prioritized 43:17	
planning 76:11	precisely 10:21	private 3:17	
play 67:15	predetermined 84:20	problem 40:14 56:17 117:2	
pleased 37:7	predict 60:24 68:25 70:7,8,11	procedures 84:20 87:8	
PO 5:10	predicted 22:14	proceed 63:9 78:7	
pocket 44:20	prefer 25:15 44:5	proceeding 3:13 12:10 16:13 37:20 40:3 50:20 51:25	
point 13:5 21:11 41:13 42:7 44:23 46:1, 9 48:10 55:11 57:11 83:2,18 100:10 116:13	preferred 119:15	proceeds 15:16	
pointing 121:9	preliminary 5:13 8:16 119:23 133:1	process 87:9,16 102:3,14 103:22 104:3 108:18 118:9 127:24	
points 28:23	premised 34:1	producers 29:25	
policy 34:5	preparation 87:5	product 43:9 72:12	
politely 44:3	prepared 36:4 114:12 131:16 133:14	production 69:22 84:23	
pool 13:13 26:16 46:6,7 57:2,3 59:16,19 68:12,14 69:6	prescribed 34:17	products 77:19	
portfolio 43:3 117:20 118:3	presentation 9:11	program 10:8,17,18 13:2 17:19,21,24 18:1,	
portion 13:23 14:7	presented 110:2		
portions 37:10,12	presiding 3:3		
position 18:11 30:2 41:17 43:2 77:17	pressure 49:19		

proper 42:7	25:21,23 26:25 27:18, 21 28:6,18 31:19,23 32:1,11,16,22 33:20 34:10,21 35:1,7,13,18 37:19 39:22 42:12 50:17,25 60:23 66:17 71:9 72:16 114:10,13 115:9,10,24 133:21,25	112:19 114:5 117:14 118:24 121:19 124:7, 15 125:16,17 126:20, 24 127:3 128:19 130:21,23 131:14,25 132:6	rarely 84:25
proposal 30:3			rate 14:8 16:18,23 20:2 44:15,21,22 117:3 126:10,14,19 127:4 131:20,23 132:2,3,8
proposed 11:6 15:6 16:9,13,15 17:10,14 20:6 22:9 35:19		question's 82:23	ratepayer 41:1 43:24 128:2,15
proposes 17:18 19:1	publicly 60:18	questioned 40:6	ratepayers 40:23
proposing 11:1 14:13 28:24	pull 107:20	questioning 51:12	rates 14:7 16:11 130:24,25 131:9 132:10
prospect 46:14	purchase 11:11 59:18	questions 35:21,25 36:1,4,7,12,13 41:4 42:6,10,11 43:10 50:19,21,24 51:1 52:6 63:13,17 64:22 65:16, 18,20 66:9,11 72:5 74:15,21 75:13,14 76:3,14 90:16,20 98:16 105:4,5,7 106:12,18 107:14,16 112:2 114:24 116:20 118:17,19,20,21 121:24 123:24 124:10 127:7,22 133:9	ratio 10:21 13:25 14:1 47:19 49:15,17 50:6
prospectively 34:6 40:14	purchased 14:18,19	quick 8:10 107:20 115:16 130:7	Raymore 4:18
protocol 85:14	purchases 29:11	quickly 67:7 68:15	re-- 72:22 126:13
provide 37:14 44:20	purchasing 59:14	quote 12:17,24 15:22 21:19 23:16 26:10 33:22 44:4 84:12	re-written 72:20,23
provided 51:4 92:15 95:18,24 120:18,21 122:25 127:25	purported 48:14	quoted 39:23	reach 60:11
providing 17:24 32:24	purpose 21:23 109:6, 17,22	quoting 39:23	read 37:10 78:25 95:11 97:22 102:7,20 125:6
proving 40:6 99:16	purposes 11:19,21 17:8 93:12	R	readily 82:7
proxy 128:25	pursuant 43:21	R-100-AND-SOMETHING 6:14	reading 37:12
prudence 3:7 9:19, 22,25 10:1,10,14,15, 25 11:3,5,9,12,23 12:6,23 16:14,21 17:4, 6,7,15 20:17 31:10,18 34:6 38:4,10 39:9,14, 15,19,20,24 40:4,9 41:1 47:11 117:8 121:17 122:15 124:1	pursue 49:25	R-107 18:10 21:22	reads 123:1
prudency 43:11,20 48:5 86:7 118:15	put 45:1 132:24	R-63 6:11	ready 29:3 87:15 116:16
prudent 17:1 40:7 43:12,16 44:9 46:2 65:11 73:17,20 74:5, 13	Putting 17:13	R-75 6:13	real 50:5 107:20 115:16 128:23 130:7 132:4
prudently 34:14 40:1 41:6,16 64:9,15,25 65:10	<hr/> Q <hr/>	radical 26:14	real-time 14:16 22:17 69:20,23
PSC 40:8	quarterly 123:3 124:25	raised 28:11 32:12	realization 20:2
public 3:4 5:1,5,9 9:23 10:12,19 11:1,6, 24 12:3 20:8 21:4,10, 17 23:6,8,15 24:4,15	quarters 125:1	random 89:5,7,9,14	realize 46:10 129:2, 12
	quartile 33:6	randomly 69:7	realized 8:20 46:18 129:4
	ques-- 83:9	Randy 95:24	rearranging 67:10
	question 12:18,19 16:12 17:13 24:12 39:19 48:2,10 52:18 54:20 56:15 59:2 64:11 65:9,19 67:22 73:16 74:2,17,20,22 75:5,21 82:8 83:9 84:5 86:23 88:16 92:9,18 93:6 97:12 98:7,8,14, 23 99:11,17 100:19,20 102:12 104:20 110:12		reas-- 37:11
			reason 26:10,12 44:11 74:23 83:21 85:22 101:6

reasonable 13:23 31:9 40:12,17 43:12, 15 46:2	recovered 11:16 12:5 14:6 15:17 17:21 129:7	region 30:19,20	report 28:16 45:19 83:16 122:11,18,25 123:12,13,18,20 124:4 126:25
reasonableness 40:10	recovery 40:23	regional 29:15	reported 47:22
reasoning 49:5	recross 74:19 75:13 127:9	regularity 89:10	reporter 42:18 67:18 77:1 113:22
reasons 20:5 22:15 34:9 35:17 68:17 100:23 101:8,12	recross- examination 106:11, 21 127:8	regulatory 3:2 114:11	reporting 96:19
Rebuttal 15:1 18:14 22:5 30:8 32:14 51:25 53:2 78:1 88:21 101:15 108:9 112:5 115:17,19	recruitment 102:3,14 104:3	reject 28:5 35:18	reports 38:14,15,17, 20 42:2 45:3 46:19,23 49:12 121:24 122:1,23 123:4,8,11,22 124:24, 25 126:6
recall 66:20 71:10 72:6 90:8,14 92:18 107:9 120:5	redacted 82:24	rejected 18:12 19:10 20:7 27:2	Rel 39:21
receive 128:16	redirect 66:11,14,15 74:19 75:17,19 108:2, 5 127:16,20	rejection 117:10	relate 6:11 10:15 54:19
received 19:13 53:14 107:25 112:17 116:3	reduce 13:14 14:11, 23,24 20:24 21:8,20 22:1,11 24:14,18 27:13 35:12 57:17,18 71:1 75:3 100:7	related 8:18 10:1,7 12:10 13:18 14:8 15:2, 14 17:10,20 19:2 20:6, 14 31:17 32:8,13 38:5 39:1,4,10 68:12	representative 125:13
receiving 87:5	reduced 22:13 97:9 98:1 111:6,15	relates 13:9	representing 9:17 37:18
recent 31:18 75:14	reducing 21:7,14,15 27:10 34:2 46:14 71:4 84:24	relationship 54:22	reprinted 45:3 46:23 88:17
recently 28:22	reduction 20:14 25:3, 9 27:14 85:24 100:11	relative 47:11 62:10	request 17:9 93:20 95:8,11,22,23 96:17 110:19,24
recess 76:18	reductions 33:10 71:25 72:1	relax 130:5	requests 20:23 30:2 92:16
recognize 25:22 94:7	refer 18:9 54:10	relevant 5:19	require 26:15 48:24 82:8 100:24
recognizes 11:7	reference 82:1	reliance 40:15	required 12:13 23:22 38:10
recollection 90:10 91:20 106:24 107:4	referred 20:11 108:10 123:19	remain 38:22 82:25 83:10,11	requirement 41:15 120:23
recommendations 28:6 34:22 35:2,8	referring 54:14 81:22,24 82:1,2 93:5 122:8 123:2 130:22 131:4,7	remaining 99:1	requirements 24:5 100:13,24
recommended 11:10 27:20 33:23 34:1 35:8 38:18,21 39:2,3,5 41:23,24	refers 124:17	remarks 36:21 42:6	requires 22:7,8,11 25:8 26:5 101:23
recommending 49:8	reflect 4:6 53:12 106:12 112:15 116:1	remember 56:17 73:18 81:25 91:16 107:12	res-- 26:11
recommends 41:18 49:10	refund 15:23	remind 83:12 93:1 112:7	rescinded 5:21
record 3:18 4:6 6:21 9:14 17:2 20:19 37:9 51:21 52:14 53:12 76:21 77:11 106:12 107:23 112:14,15 115:25 116:1 133:19	regard 36:24	remiss 4:19	reside-- 89:21
		removed 19:24	residential 10:16 17:20,23 18:5,12,22 19:17 20:22,25 21:12 22:21 25:14 27:6 66:1 85:6 86:3,9,14 87:22 89:21 90:5 103:1,7
		renew 17:9 23:10	
		reopen 74:19	
		repeat 67:21 131:15	
		replacing 79:9	

105:10,11,17 106:7 119:1 126:10,12,19 127:4 131:20,22 132:2	revenues 11:15 15:20,22 16:3,8,16,22	7,11 30:23 31:21 32:1, 4,8,9	senior 15:15 54:1
resolve 39:3	review 3:7 6:15 7:8 9:20,22 10:10,25 11:3, 9 12:23 17:4,5 20:17 31:8,19 33:25 34:6 38:5,8 39:10,15 43:11 45:5 47:11 48:22 78:6 86:7 95:16 106:2 118:15 121:11 122:13, 15 125:1 132:18	Sam-- 125:19	sense 47:4 49:2 98:2 111:19 124:9
resolved 31:18 32:7 38:25	reviewed 47:24 78:24 120:2	save 21:14 58:24 59:4,7 71:13,15,18 74:25	sentence 96:25 122:12 123:1
resource 100:12,24 101:4 119:14 121:8,17 127:22	reviews 19:20 31:10 38:10 117:9	saved 71:20	separate 71:21 118:14
respectfully 21:11	revisit 105:7 125:11	saving 59:9 71:10	September 23:19 61:9 70:20 72:13 99:4
respective 63:20 64:7 99:13	rewarded 19:7	savings 18:15,16 21:15 43:17 46:11,18 47:4 71:24 124:19,23 125:18 126:11,18 131:21 132:1	series 78:11
respond 30:2,9 84:21 85:2 110:25	rewrite 72:25	scenario 70:21	serve 28:15,20 30:15 49:19
respondent 95:10	RFPS 30:9	scenarios 31:25 32:5,10	service 3:4 5:1 37:19 39:22 44:1 45:8 114:11
response 10:2,8,17 13:13 14:10,22 19:5 20:11,20 21:2,10,13 22:1,13 23:18 24:6,7, 12,15,17,23 26:1 27:8, 17,20 34:25 35:4,11 37:9 39:4 41:7,8,24 44:2 45:10,11 46:10, 22,25 57:10,21 58:19 60:1 62:17,23 63:10 64:4,22 70:25 81:10, 12,18,19,23 82:3 84:10,11,14,19 86:10, 17,19 87:24 90:6 91:9 92:16 93:9 95:7,15 96:19 98:5,11 99:12 100:7,11 102:24 105:20,24 107:17,22 110:11 111:5,11	risk 83:14	schedule 13:17,19,23 62:15 71:25 84:23	set 3:4 6:4 41:19 63:2 85:14
responses 45:2	robust 34:5	scheduled 8:11,13 67:6	settle 37:3
responsibility 40:16 53:8 54:5,9 64:8,15,24	Roger 3:23 9:16 133:11	scope 11:2,4 12:10, 23 13:8 17:15	settled 9:3 32:3 36:25
rest 76:11 130:4	role 53:25 54:4,9	screen 9:13 23:16 67:16 122:3	settlement 10:11
restate 56:14 64:10	room 8:20,24	scrolling 110:20	shake 74:17
result 23:22 128:17	room 8:20,24	se-- 54:13	shape 68:13
results 27:24 28:1,2	rule 12:13 38:11 43:20	season 62:7 87:6 90:9 91:14 109:3,21	share 6:7 9:11 13:24, 25
retail 55:1	rules 12:23 16:20 22:24	seat 83:14	shave 49:24
returns 28:4	run 43:8	seats 67:11	sheet 6:9,11,23 7:15 21:21,22 80:5 112:21 126:16 131:8,9,10 132:24 133:13
	Rupp 36:2,3	seconds 67:5	sheets 5:17,20 6:12, 24 7:1,25 132:17
	rush 113:4,8	section 84:3	shifts 15:3
		sections 54:14	shooting 57:18
	S	selective 37:11,12	short 69:21
	S.W. 40:19	self-reported 48:1	short-sighted 27:1
	sales 10:4,5,10 11:15 15:11,17,21 16:3 29:1,	sell 30:3,12 31:13	shortcomings 121:9
		seller 31:4	shortly 41:22 131:7
		selling 29:22	shot 76:13
		send 9:5 87:4	show 14:4 16:1 34:13

107:23	slide 23:24 27:15 33:14,17	spend 47:20 49:4,15	129:18 131:16,19
showing 27:15 40:2 52:19	slight 120:9	spending 27:21 43:23 44:25 47:18 49:20 69:23	Staff's 11:10 14:12 15:6 18:11,24 19:9,20 23:2 31:5 34:18 39:3 41:17,19,21,23 42:2,3 45:19 46:19,23 49:12 121:19 122:14
showrooms 42:24	slightly 36:22 37:4 53:6 74:17	spent 33:9	stage 118:15
shows 23:24 27:15 33:11,14,17 45:19 96:10 97:9	sliver 28:2	spike 55:9,13,14,15	stand 50:20 74:23
shut 84:13,25 130:7	slow 131:17	split 34:3	standard 31:9 39:24 40:10 41:1,4 49:9
side 43:24 45:13 75:6 77:18	slowly 3:13	splitting 70:10	standpoint 44:18
sign 108:22	small 28:1	sponsoring 42:2	start 3:20 6:13 26:22 35:25 79:4 94:23 108:17 122:2
significant 19:13 26:5 45:22 85:5,8,20 104:18	smaller 14:7	SPP 11:12,15 13:20, 21 14:4,15,19 15:2,3 16:1 20:14 21:7,14,25 22:6,12 24:14 25:3,5, 10 27:10 29:4,11,13, 18 30:18 46:6,8,14,25 54:7,16,18,23 55:2,22 57:7 58:24 59:4,7,9 60:11,16 69:10 71:10, 14,15,18,20 74:25 75:3 100:12,21,24 101:1 109:11	started 8:17 94:18 132:16
significantly 25:9 26:17 101:23 109:24	smart 43:25 44:14	SPP's 13:17,19 14:2 101:8	starting 78:10 112:8
signing 26:1 45:23 103:21	so-- 88:21	spread 129:9,11	starts 110:20
Silvey 35:25	sold 14:18,19 29:8 30:6 133:5	Spreadsheets 111:19	state 21:18 39:21 46:23 51:20 74:2 77:11 103:23,24 106:2 124:10
similar 31:17 33:17 81:14 88:10 89:24 90:2,11 98:8 118:23 127:2	solve 40:14	Staff 4:24 5:1,19,22 8:5 9:23 10:12 11:1,6, 24 12:3 13:10,16 14:9, 21 15:9,13 16:9 17:14, 17,18 18:2 19:1,4 20:6,8 21:4,10,17 22:10 23:6,8,14 24:3, 16 25:21 26:25 27:18, 20 28:5,12,24 29:2,7,9 30:22 31:10,22 32:2 33:21,22 34:4,8,21 35:1,7,18 36:16 37:2, 18 38:13,19 39:2 41:1 42:1 43:20,23 44:3 45:2 46:20,22 47:6 50:12 72:16 82:20 92:16 94:17 116:22 119:5 120:7 121:24 122:1,10 126:6,9,25	stated 12:16,19 24:11 40:22 45:3 98:23 102:19 114:7 119:4
similarly 35:16	sort 73:14	spur 104:19	statement 42:13 54:8 58:22 65:23 97:22
simple 39:19 41:11 95:14	sought 24:24		statements 9:8 36:15 41:20
simply 14:1 18:6 22:7 30:22 34:1 39:14,20 45:23 109:19	sound 92:25		states 46:20 101:19 108:25
single 25:6 69:1,11 70:8	sounded 130:23		stating 4:20 109:19
sir 3:25 5:4 51:10 70:5 71:7 96:24 99:11 113:18 116:9,21 127:15 130:18	sounds 6:3 39:12 98:9		statute 47:13 119:14
sit 80:21	Southwest 13:12 46:5,7 57:2,3 59:16,19 68:12,14 69:5		statutes 22:24
situated 35:17	space 126:13 131:22 132:7		statutory 120:22 121:7
situation 30:13 31:1	Spale 95:24 96:1,2,3		stay 50:15 76:10,11, 13,20 85:16
sizes 32:21	speak 56:11,16,19 76:6 82:21,23 83:21 95:19 111:2 113:15 119:7		Steiner 3:21,22,23 4:2 7:10 9:16 76:23 93:24 133:11,12,16
skyrocketed 44:21	speaker 4:13		
	speaking 3:13 6:20		
	specific 18:14 24:5 91:15 103:13		
	specifically 24:18 78:10 99:8 108:20		
	spell 113:24		

Steiner's 77:2	95:13	19,22,23,25 55:3,11, 17,18,19,25 56:2,6,12, 22 57:16,22 58:7,9,24 59:3 60:11,15,16 61:22 62:12 63:24 64:7,13 66:17 68:1 69:17 70:12 71:4 72:2 74:24 75:3,23 76:1 88:12 89:13 90:15 91:6,11,22,25 92:4,9, 23 96:14,23 97:9 98:6, 12 99:13,14 100:15,17 101:9 109:6 110:10	targets 34:16
stick 97:12	suggested 24:15 26:24 32:15 72:16 73:5	system-wide 24:19	tariff 5:17,19 6:23,24 7:1,25 12:25 13:5,6 18:9 19:11,12 102:4 108:24 131:10,12 132:17
stipulation 23:5,10, 13,20 24:3 32:3,7 38:24 39:2	suggestion 7:23	systems 54:15	tariffs 6:15 7:6,12,18 16:20 18:8 21:18,24 22:23 24:20 34:16 37:9,11 102:12,15
stone 63:2	suggests 25:24	<hr/> T <hr/>	tasks 40:18
stops 50:11	suit 132:5	table 78:11,12,14,17, 18,22 79:4,5,13,19,20 96:4,6,10 122:6,7,12 123:23,24 124:11,16 126:6,7,25 131:5	Taylor 42:16
storms 55:16	Suite 4:8	tables 78:11,13,19, 22,24 80:1	team 59:14 60:2
straight 123:3 124:23	sum 49:14	takes 90:18 106:11 118:19 120:23,24 121:12	technical 9:14 67:14
strategy 22:9 35:9 72:16	summary 15:25	taking 44:16 46:15 53:7 98:10 108:8 119:13	technically 82:22
streams 27:17	summer 23:19,23 24:1,4 25:7 26:5 35:4 58:1,6,13,14,16,19 60:3,5 61:6 68:6 70:13 71:9 72:12,24 89:16 90:9 126:15 131:24	talk 91:3 108:21	technologies 42:23
Street 3:23 4:8 5:2,10 51:22 77:22	summers 24:8,22	talked 111:13	telling 84:13 103:18 104:13
strictly 49:9	supplementary 78:23	talking 64:20 97:7 104:17 122:19 123:11, 23 128:14 129:14	tells 97:1
strike 9:2	supply 30:12	talks 29:23 42:21 109:22,25 110:21	temperature 85:16
strong 132:5	supporting 110:7	Tandy 33:21 42:2	temperatures 61:21 62:1 68:7,8 69:15
structures 81:19	Sur-surrebuttal 52:20,23 53:2 78:1,10 88:20 112:6	Tandy's 34:8	ten 101:21 109:1 111:15
stuff 82:24 87:14	surprised 36:23	target 14:10	ten-event 28:2
subject 12:11,18,24 15:8,23 16:6 17:11 107:7,18 122:14	Surre-- 82:12	targeted 25:12 102:1	tender 52:14 81:1 115:11 116:8
submission 53:11	Surrebuttal 26:9 34:8 52:1,19 82:5,13,20 83:16 88:18	targeting 13:13	tendered 53:16 113:21
submissions 54:7	surveillance 123:4 124:24,25		termed 65:9
submit 93:10	survive 40:2		terms 19:11 23:21 31:3 32:7 39:18 49:17 62:11 65:9 81:15 88:13
submitted 8:8 92:16	swear 51:11 113:15 115:3		territories 45:8
submitting 53:8 112:20	switching 71:23		territory 44:1 55:22
subsection 12:14	sworn 51:13,17 77:3, 7 113:19 114:2		test 40:9 86:13,14,20 87:2,3,9,22 88:3 105:15,22 106:8 119:10,12,13,15,18 120:8,23,24 121:5,7,8,
subsequent 99:25	sys-- 100:5		
subsequently 38:1	system 13:22 21:20 29:17 53:7 54:11,16,		
subset 121:13			
subsidized 44:18			
substantially 115:1			
success 18:13 48:14			
sufficient 28:14,20			
suggest 31:5 39:14			

11,17 129:9,15	129:5 132:16	24 9:5 42:25 113:9 130:5,12,19 131:16 132:13 133:8	two-year 96:8
tested 117:20	things 60:20,23 64:21 74:17 109:10 127:23	tomorrow's 130:8 132:20	type 50:8 66:5 73:11
testified 33:21 51:17 77:7 102:24 114:2	thinking 6:8 105:14 132:23	tool 44:6,7,8	types 25:13 102:2
testifies 15:16 26:9	third-party 120:3,15	tools 43:4,7	typically 26:4 58:8 61:20,24 62:9,15 63:12 70:14 71:13 89:20 117:22 118:5 120:12 121:14
testify 126:24 130:19	thought 8:4 44:15 51:8 62:16 75:21 83:18 92:13 105:8 113:7	top 7:17 33:6 47:6 49:11 90:14 91:16 92:6,11 107:8,13	typo 122:17,21
testifying 41:25 67:19 77:2 83:14	thoughts 80:6	topic 108:7 110:21	<hr/> U <hr/>
testimony 15:2 18:14 20:9 22:5 26:9 27:5, 11,19 29:10 30:8 31:11 32:15,18 33:22 38:16 41:21 50:17 52:1,4,7 54:10,13 65:24 69:14 78:1,2,5 80:18,21 82:5 88:21 101:15 102:6,10,11 103:12,14 104:2,8,16, 24 108:9 109:14 112:3,6 114:14,17,25 115:4,8,14,17,24 119:5,6 120:6 123:9 129:18,21 130:3 133:18	throughput 13:2 125:16 126:1	topology 54:23	UCT 121:11
tests 117:17,23 120:2, 12 127:23	Thursday 133:4,7,13, 15	total 49:1 78:14,20,21 79:22 119:14 121:7,16 124:5 125:2,10 127:22	Uh-huh 84:7 86:25 90:7
Texas 55:24 57:7	time 3:5 5:21 6:21 7:25 8:15 29:9 30:14 32:14 36:8,12 40:12 56:25 58:8 63:3 66:19 70:15 80:13 88:5,6,9, 11 89:6,12,13 91:22, 25 92:4,9 95:15 96:7, 12 97:23 98:17 99:4 100:10,17 103:20 105:18 110:15 112:21 113:5 117:16,23 125:7,13 130:12 133:24	Totals 124:12	ultimately 55:12 69:10
text 83:9,13	timeline 62:18	touched 37:22	unaffiliated 30:4
texts 87:6	times 20:20 21:8,15 23:24 25:4 46:12 56:20 60:7 88:10,17, 24 89:7,9 90:8 92:16 97:16 98:19 103:19	Tracy 67:18 76:25	unanimous 32:2 38:23
theory 28:7	timing 89:23 90:10,11 130:1	trade 42:24	underlying 117:9
Thermoscat 21:1	title 78:13,20 124:11	transcripts 113:6 133:6	understand 5:20 20:8 30:1 59:1 65:22 84:8 89:2 100:19 124:7,22 126:5 128:19
thermostat 10:17 17:21,24 18:5,13,23 19:18 21:1,12 22:21 23:17 26:2 27:7 44:12 85:6,10,11,12 86:9,11 87:24 88:24,25 101:22 102:18 103:1 106:25 107:6 109:16	titled 122:18	transitional 70:19	understanding 54:4 59:12 60:4 71:5,7 83:15 106:5 118:1
thermostats 17:25 18:4,6,19 20:23 43:25 44:14,16,20 45:1,4,7 87:22	titles 78:16,22	transmission 13:20, 21 29:15 30:14,15 31:2 54:24 55:14,17 60:21 69:6	understood 56:15 64:11
thing 37:13,22 52:20 78:9 101:14 122:20	today 3:3 4:3 6:1 8:11 9:4 30:19 78:5 80:21 110:2 114:25 130:4 133:1,10	transparent 103:22	undertake 5:22
	tomorrow 6:5 8:21,	TRC 118:6 119:13,18 120:8 121:21 129:15	unidentified 15:11
		tremendously 39:9	unit 68:22
		trip 69:8	units 26:18,19
		trips 55:10	unlike 10:25 29:17,18
		true 52:8 78:16,22 80:21 115:4	unmuted 51:9
		trust 26:6	unmuting 3:14
		turn 7:4 67:2 83:7 101:13 117:3	unnecessary 17:3
		turned 62:1	unquote 23:19
		turning 12:8 28:10 32:11 89:18	unreasonable 35:9

unused 29:4	wanted 6:14 46:3 119:21	words 40:10 104:24
updated 78:25 79:6, 21 120:2	wanting 7:14	work 22:16 93:12 117:13 127:19 133:2
updates 79:5,14,25	warm 58:2 70:20	working 53:23
upfront 19:14	warranted 33:25	works 99:11 100:2 111:3
upgrade 30:15	watch 76:6 87:12	world 42:21
usage 20:24 84:24 85:2 126:15 131:24	weak 61:16	worms 74:9
utilities 29:24 30:13 32:16,20 33:4,6,8,13, 20 47:24,25	weather 22:14 55:16 61:1	worth 86:21 97:7 100:8
utilities' 32:24	weatherization 48:25	wrap 130:4
utility 26:3 47:14 58:15 103:23 121:11	Webex 3:11,16 8:11, 24 9:5 51:6	write 131:15
utility's 39:25 40:23, 25 43:3	Wednesday 133:1,2, 12	written 108:24 113:10
<hr/>	week 60:14 61:4,22 62:8,14 132:25	wrong 101:14
V	weekly 60:5,9 61:2,12 73:13	wrote 69:14
<hr/>	West 4:21 6:10 7:15 8:3 9:17 33:25 38:1,8, 15 39:12 47:21 54:15 58:16 64:2 66:2 79:6, 10 91:11 92:5,10,25 96:8,20 105:12 110:7 118:25 123:13,23 126:6,24 127:3,5 131:9 132:6,18	<hr/>
valid 118:4	West's 48:3 126:6	Y
validate 87:14	Western 28:21 39:22 40:21	yardsticks 33:5
varied 70:21	wind 54:25 55:17	year 25:5 43:22 68:6 73:2,21 74:7 103:25 104:15 105:23 109:8 118:25 124:17,18,19, 22 125:6,17
vast 27:24	wise 80:4	year-round 26:19
vendor 63:23	wished 83:23	years 28:15,21 30:10 48:13,15 53:24 106:23 117:15 120:10 129:11
verbally 111:21	witness's 113:23	
verification 120:1	witnesses 21:5 116:24 127:5 130:4,11	
verify 128:1 129:3	wondering 5:18	
version 30:7	word 95:5 103:16	
versions 114:13	wording 124:22	
versus 39:22 118:25 119:1		
view 27:1 121:19,20		
vocabulary 56:17		
volunteering 106:13		
<hr/>		
W		
<hr/>		
wait 99:10		