

In the Matter of:

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

EU-2021-0283; ER-2022-0025, VOL. II

October 22, 2021



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Procedural Conference

October 22, 2021

Jefferson City, Missouri

Volume 2, Page 17

In the Matter of the Application of)	
Evergy Metro, Inc. d/b/a Evergy)	
Missouri Metro and Evergy Missouri)	
West, Inc. d/b/a Evergy Missouri)	No. EU-2021-0283
West for an Accounting Authority)	No. ER-2022-0025
Order Allowing the Companies to)	
Record and Preserve Costs Related)	
to the February 2021 Cold Weather)	
Event)	

JOHN CLARK
REGULATORY LAW JUDGE

Reported by:
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1 P R O C E E D I N G S

2 JUDGE J. CLARK: Okay. It's 8:30 and we're on
3 the record. Today's date is October 22, 2021 and as I
4 said before, the time is a 8:30 a.m.

5 Commission has set aside this hearing for this
6 time for a procedural conference for the case captioned
7 as: In the Matter of the Application of Evergy Missouri
8 Metro, Inc., doing business as Evergy Missouri Metro,
9 for authority to implement rate adjustments required by
10 20 CSR 4240-20.090(8) and the companies approved fuel
11 and purchased power costs recovery mechanism. And that
12 is File No. ER-2022-0025.

13 And additionally, this procedural conference
14 also covers in the matter of the application of Evergy
15 Metro, Inc., doing business as Evergy Missouri Metro and
16 Evergy Missouri West, Inc., doing business as Evergy
17 Missouri West for an accounting authority order allowing
18 companies to record and preserve costs related to the
19 February 2021 Cold Weather Event, and that is case -- or
20 File No. EU-2021-0283.

21 My name is John Clark, I'm the regulatory law
22 judge overseeing this procedural conference today. I am
23 going to begin by asking the attorneys for the parties
24 to enter their appearance for the record, starting with
25 Evergy Missouri Metro.

1 MR. FISCHER: Judge, let the record reflect
2 the appearance of James Fischer, Karl Zobrist --

3 JUDGE J. CLARK: Okay. Thank you Mr. Fischer
4 and Mr. Zobrist. And since I do believe the -- I'm
5 sorry, did somebody say something? If you could state
6 your complete names for the court reporter because I
7 don't think they're appearing on here.

8 Wait a minute, I've got one call-in user. I
9 guess I'll find out who that is shortly.

10 MR. WILLIAMS: Judge.

11 JUDGE J. CLARK: Yes.

12 MR. WILLIAMS: I believe Mr. Fischer was
13 attempting to add attorneys, and I think he has a
14 connection issue.

15 MR. ZOBRIST: If my connection issue is not
16 apparent, I'll go ahead. This is Karl, K-A-R-L,
17 Zobrist, Z-O-B-R-I-S-T, from the Dentons, D-E-N-T-O-N-S,
18 firm in Kansas City, Missouri, and I think you have Jim
19 Fisher's name. And he was, I believe, trying to put in
20 Roger W. Steiner who is in-house counsel for the Evergy
21 companies, both of them in both proceedings.

22 JUDGE J. CLARK: I would just like to clarify
23 that. Mr. Zobrist, are you for both cases or are you
24 just in for one?

25 MR. ZOBRIST: Actually, I believe I am only in

1 on the EU 221-0283 case, the accounting authority case.
2 And I believe Mr. Fischer is either in both cases or is
3 in the fuel adjustment clause case, ER 2022-0025.

4 Mr. Steiner is counsel on both proceedings.

5 JUDGE J. CLARK: Okay. Mr. Fischer, are you
6 in on both cases or just one?

7 Mr. Fischer, can you hear me?

8 MR. ZOBRIST: Judge, I just checked the
9 application and Jim Fischer is on the accounting
10 authority order case as well.

11 JUDGE J. CLARK: Okay. So he's on both as
12 well.

13 MR. ZOBRIST: Correct.

14 MR. FISCHER: Judge, this is Jim Fischer, I'm
15 sorry, I just lost my connection.

16 JUDGE J. CLARK: Well, the wonders of
17 technology. We're just going to have to bear that out.
18 Thank you, Mr. Fischer.

19 Okay. From the commission staff.

20 MR. KEEVIL: Yes, Judge. Appearing on behalf
21 of the staff of the Missouri Public Service Commission
22 Jeff Keevil, K-E-E-V-I-L, PO Box 360 Jefferson City,
23 Missouri, 65102.

24 JUDGE J. CLARK: Thank you, Mr. Keevil.

25 Now I have seen on my case file that this

1 was -- this case was Karen Bretz and Nicole Mers. Are
2 you -- is this your case? Are you covering it for them?

3 MR. KEEVIL: I am covering today for them,
4 Judge. Ms. Bretz is in the rate school that several of
5 the commission staff people are in, and Ms. Mers is
6 handling the Empire rate case and some pleading issues
7 that are going on today in that -- or some review of
8 pleadings that's going in and that. So I'm just
9 covering today. It is still primarily Ms. Bretz's case.

10 JUDGE J. CLARK: Okay. Thank you for letting
11 me know.

12 For the office of public counsel.

13 MR. WILLIAMS: Nathan Williams, PO Box 2230,
14 Jefferson City, Missouri, 65102, appearing on behalf of
15 the Office of Public Counsel and the public in both
16 cases.

17 JUDGE J. CLARK: Thank you, Mr. Williams.

18 Are there counsel for any other parties or
19 intervenors that I have not called?

20 MR. WOODSMALL: Your Honor, David Woodsmall on
21 behalf of Midwest Energy Consumer's Group.

22 JUDGE J. CLARK: Thank you, Mr. Woodsmall.

23 Anybody else. Okay, I hear no one.

24 Now I know that Evergy -- and I'm going to
25 ask, we do have a new court reporter at least new to

1 doing public service commission cases, so as much as
2 possible before you speak, please announce your name.
3 I'm not going to because I think I'll probably be
4 speaking the most.

5 I'm going to say we've reached, I know that
6 Everygy filed an out-of time procedural schedule in this
7 case that adopted some dates including rebuttal
8 testimony, which I just kind of said I don't know what
9 we want to do with this yet, so nobody needs to file
10 anything and we're not adopting on a schedule.

11 Now we've reached to some degree the outward
12 bounds of my knowledge in regards to some issues, so I'm
13 going to ask some questions because I'd like to get a
14 better grasp of some of those issues. And I may think
15 that some things are related that are, in fact, not
16 closely related. And if these cases are closely
17 related, like I'm making the assumption they are, I'm
18 going to figure out what's the most judicious way of
19 resolving them that does not involve consolidating them
20 because I'd rather not bleed a lot of parties over
21 unnecessarily.

22 MR. KEEVIL: Judge, if I can interrupt you
23 just momentarily, this is Mr. Keevil. I believe the
24 procedural schedule proposal, to which you referred, was
25 only in the ER case and did not address the EU case.

1 JUDGE J. CLARK: That is correct.

2 MR. KEEVIL: If that makes any difference.

3 JUDGE J. CLARK: I should have noted that for
4 the record, but that is correct, Mr. Keevil. Thank you.

5 I also want to, as much as possible, avoid any
6 potential contradictory outcomes in these cases. And
7 since I saw that both of these cases were mine, I
8 thought having a procedural conference just to kind of
9 clarify a few things for me would be helpful to me. So
10 I appreciate you all taking the time to accommodate me
11 in that regard.

12 So my first question I have, and anybody can
13 answer this. Is one of these cases determinant -- and
14 these are compound questions, which I know generally are
15 not the kind people like -- is one of these cases
16 determinant of the other, are they both determinant of
17 each other or are they sufficiently unrelated that it
18 doesn't matter?

19 MR. KEEVIL: Judge, it would depend on whose
20 position the Commission agrees with I think, because if
21 you would agree with the staff's position on the FAR
22 case then that would partially -- that would resolve the
23 Missouri Metro portion of the AAO case, I believe, but
24 without resolving the Missouri West portion of the AAO
25 case. And obviously, if you don't find in favor of

1 staff on the FAC case, then I don't think that would
2 resolve the -- either part of the AAO case.

3 JUDGE J. CLARK: Okay. So it sounds like --

4 MR. KEEVIL: I'm sorry.

5 JUDGE J. CLARK: It sounds like what you're
6 saying is that at least in regards to the AAO case and
7 the FAC case, the dual issue between the two is the
8 extraordinary revenue issue which is not part of Evergy
9 West issue; is that correct?

10 MR. KEEVIL: That's my understanding, Judge.
11 And again, I apologize I am standing in for some other
12 people. But what you said is my understanding. I
13 believe there's some other staff people on the line
14 here, and if I misspeak, the staff people, by all means
15 correct me.

16 JUDGE J. CLARK: Now Mr. Keevil, do you
17 believe that there is a reason that either the FAC or
18 the AAO should be handled before the other?

19 MR. KEEVIL: Yes, I think the FAC should be
20 handled -- the staff's position is the FAC should be
21 handled before the AAO. Because as I said, if you rule
22 in favor of staff, I think that eliminates half of the
23 AAO case.

24 JUDGE J. CLARK: So that's -- I think I
25 understand.

1 Okay. In regards to Evergy, same question.
2 Is one of these cases determinative of the other, are
3 they both equally determinative of each other, or are
4 they sufficiently unrelated that it doesn't matter. I
5 think I agree at least partially with much what
6 Mr. Keevil said that really what I'm asking for answers
7 really only in regard to Evergy Metro, because I do
8 believe, regardless, there's still the AAO question as
9 to costs. So if one of Evergy's counsel or multiple can
10 speak to that, I would appreciate it.

11 MR. FISCHER: I can take a first shot at it,
12 Karl.

13 Judge, we think the revenue deferral issue is
14 in both cases, but from our perspective it makes no
15 sense that we handle that issue as a part of the AAO
16 docket. Essentially, with the approval of the FAC
17 tariffs on an interim basis, we think that case is
18 complete, but of course we're going to have to implement
19 it, whatever decision comes out of the deferral question
20 on revenues as a part of the final FAC case. But it
21 makes most sense to us, especially given a bit of
22 urgency to get an order out to allow us to close our
23 books by the end of the year that we handle that issue
24 as a part of the AAO case.

25 Karl or Roger, go ahead and chime in if you'd

1 like.

2 JUDGE J. CLARK: Let me ask you a quick
3 question, Mr. Fischer. Why do you believe the FAC is
4 resolved if this is an interim tariff even though it's
5 identical to the other one, but there are certainly
6 amounts that are in dispute that other parties say
7 should have been included in that for filing? Why do
8 you believe that's a resolved issue?

9 MR. FISCHER: Yes, we've got an interim tariff
10 in effect, of course it will be subject to true-up, and
11 the true-up is where we could handle the deferral issue.
12 But as far as the -- it's not -- we don't think it's
13 necessary to have two cases if we look at the same
14 issue. We think it would be more administratively
15 efficient, I guess, to handle it as a part of the AAO
16 docket where several other issues are going to be
17 developed as well.

18 JUDGE J. CLARK: Let me ask you --

19 MR. KEEVIL: I don't think the true-up would
20 be the appropriate place -- I mean it may still be
21 hanging over our heads by the time we get to true-up,
22 but true-up will be substantially down the road and
23 would not get this money back to the customers as
24 quickly as we would like to see the money get back to
25 the customer. So I don't think true-up is the

1 appropriate place to resolve this issue with the
2 32 million or whatever it is we're talking about.

3 JUDGE J. CLARK: Let me ask this question of
4 Evergy first: If the FAC were left -- the interim
5 tariff were left as it were now and the AAO case were
6 determined and it would determine in Evergy's favor,
7 that would be a result in true-up. Is that also true if
8 it were determined not in Evergy's favor? Either way
9 does it resolve in true-up?

10 MR. FISCHER: I think it would be implemented
11 in true-up, Judge, if that's the question. And Ron
12 Klote or Lisa, if you want to chime in from the county
13 perspective, please do so.

14 MR. KLOTE: Yeah, this is Ron Klote. Can you
15 hear me?

16 JUDGE J. CLARK: Yes, Mr. Klote. And just
17 would you identify yourself, I don't know who you are.

18 MR. KLOTE: Yes, this is Ron Klote, I'm
19 director of regulatory affairs for Evergy.

20 JUDGE J. CLARK: And for the court reporter,
21 his last name is spelled K-L-O-T-E.

22 Thank you. Go ahead, Mr. Klote.

23 MR. KLOTE: So in regard to that question, the
24 company believes that once the decision is made either
25 for Evergy's position or for staff's position in regards

1 to the benefit that -- that is due back to customers,
2 whether that happens in the AAO or the FAC case, we
3 believe it should be consolidated and can be handled.
4 In our original proposal, it would be handled in true-up
5 that would be filed end of January in '22 and included
6 in rates in April.

7 If a decision is made in either case, you
8 know, Evergy would work with the parties if there's a
9 way to implement this earlier. But we're not -- we
10 thought it would be more efficient in our original
11 proposal to put it in with the next FAC filing. There's
12 a true-up that it could be included there. But if there
13 is a decision prior to that and the parties believe that
14 that's efficient to do that, then we do it.

15 But we believe the issues in both cases are
16 related. You know, there is -- on the Metro side there
17 is an issue that relates to an allocation issue of
18 dollars that we believe -- they're dollars that don't
19 exist. So we would like resolution of that before those
20 would go back to customers. And that's why we believe
21 consolidation of these two cases would be appropriate.

22 JUDGE J. CLARK: Okay. And I'm going to
23 address that in a second. Thank you Mr.Klote.

24 Another question for Evergy, and this may be
25 none of my business. If I'm overstepping my bounds in

1 asking, anyone, I'm happy for anybody to tell me, no,
2 that's none of your business or it's inappropriate of
3 you to ask. If the FAC is resolved, one way or the
4 other, from Evergy's perspective does that resolve there
5 AAO request at least as to extraordinary revenues?

6 MR. ZOBRIST: Judge, I would say as counsel
7 for Evergy in the AAO case, the extraordinary issue
8 under the Uniform System of Accounts, we think that is
9 different from the FAC rule issue. So from my
10 standpoint, I think whether this is -- whether Weather
11 Storm Uri is deemed to be an extraordinary event that
12 justifies an accounting authority order, we think that
13 is a very important issue and needs to be decided in the
14 AAO case.

15 JUDGE J. CLARK: Okay. So regardless of what
16 the outcome in the FAC case, you're telling me that you
17 believe that's still a live issue in the AAO case?

18 MR. ZOBRIST: Well, I believe so and I may be
19 treading on Mr. Fischer's case here. But the word
20 "extraordinary" within the FAC rule is a different
21 extraordinary issue than the extraordinary event issue
22 that under the Commission's interpretation of
23 Instruction 7 of the Uniform System of Accounts and
24 whether it justifies deferral accounting. That is an
25 issue that applies to both Evergy Missouri West and

1 Everygy Metro.

2 JUDGE J. CLARK: I think I understand that.
3 My understanding was that wasn't so much the big issue.
4 At least in regard to the FAC, I don't believe whether
5 it was extraordinary was the big issue. I believe the
6 big issue among the parties was whether or not you
7 could -- whether or not, and with the AAO, whether or
8 not you could defer revenue.

9 MR. ZOBRIST: Well, I think what I would say
10 from a perspective of the AAO case is if the Weather
11 Storm is viewed as an extraordinary event, we believe it
12 justifies deferral accounting. It believes that the --
13 I'll call it the "interim proposal" with regard to
14 jurisdictional allocations, Kansas vs. Missouri raised
15 by Mr. Klote in his testimony, that that should be
16 handled in that case as well as the Everygy Missouri West
17 issues in terms of the very significant or close to a
18 hundred-million dollar cost.

19 Ron, am I pitting all of those issues? I may
20 have neglected one there.

21 MR. KLOTE: Yes, this is Ron Klote. Yeah, you
22 hit on that. I guess from my perspective, Judge, to
23 that question if there was a ruling on in the FAC case,
24 there is still the issue for Everygy on Missouri Metro
25 for the allocation issue. And if that issue was

1 decided, will need to be decided, and if that issue is
2 decided in the AAO case, if you've already granted an
3 issue in the FAC and that amount is being refunded back
4 to customers and then an issue is -- on the allocation
5 issue is on Evergy's position, then we would have to go
6 back and collect those dollars. So that's why we
7 believe that these cases are related and should be
8 combined because they do relate to same dollars.

9 MR. KEEVIL: Judge, if I could just interject
10 here since Evergy has raised this allocation issue,
11 which you didn't ask about, if I could respond to that
12 just briefly. It's staff's position that jurisdictional
13 allocation is an issue for a general rate case, not for
14 FAC case, not for an AAO case, but for a general rate
15 case.

16 Secondly, in the FAC case, Evergy did not
17 raise this issue at all. They raised it for the first
18 time in the AAO case, so this is not a proper issue.
19 Even if you address this in an FAC case, it shouldn't be
20 addressed here because they didn't raise it in their
21 direct testimony or any of their filings in the FAC
22 case.

23 Thirdly, in an FAC tariff, the jurisdiction --
24 there is a jurisdictional factor in the tariff. So in
25 order to take it with a jurisdictional factor, they

1 would have to change this FAC tariff, which no one has
2 proposed, to my knowledge, no one has proposed aging the
3 FAC tariff itself. So those are all reasons why this
4 jurisdictional allocator factor shouldn't -- certainly
5 shouldn't be addressed in the FAC case. And it's
6 staff's opinion, I hope other counsel would agree with
7 me on this, it shouldn't even be addressed in the AAO
8 case because it should be addressed in a general rate
9 case only.

10 I'll shut up now. Sorry. Go ahead.

11 MR. ZOBRIST: And Judge, if I could be heard
12 on that. I mean we agreed to an extent with Mr. Keevil
13 that the overall jurisdictional issue has to be decided
14 in the general rate case. But Mr. Klote proposed for
15 deferral purposes in the AAO case, and we mentioned this
16 briefly in paragraph 14 of Evergy's response to the
17 staff recommendations, that for purposes of the deferral
18 there should be a judgment because there's money just
19 out there that does not exist, or I should say it does
20 exist because the utility, Metro, is essentially paying
21 for something related to all system sales that did not
22 occur.

23 So we agree that the general issue
24 jurisdictional allocation needs to be addressed in the
25 rate case, but for purposes of the dollars related to

1 the Winter Storm, there is a proposal out there that we
2 believe should be approved by the Commission in the AAO
3 case.

4 MR. KEEVIL: That's in the AAO case, not in
5 the FAC case.

6 JUDGE J. CLARK: I'd like to talk for a
7 second. That's a little bit, and you hit on one of
8 those things that's kind of bugged me and that I haven't
9 been able to wrap my head around, and that is an AAO
10 essentially allows to track for determination in the
11 rate case, whereas the FAC involves actual money returns
12 to customers in this instance, I believe; is that
13 correct?

14 MR. WILLIAMS: Judge, this is Nathan Williams
15 for public counsel. Two things: One I have another
16 prehearing I'll need to jump off this at 9:30, if we're
17 not done, so I just want to make you aware of that.

18 Two, I do think there's some common issues
19 between these two cases and they should both go forward.
20 I will say that for a change in FAC tariffs, the statues
21 are quite -- that only occurs during the general rate
22 case. And public counsel does agree with staff that
23 this money going down the river argument -- allocations
24 is a red herring because the tariff itself sets out that
25 you're basically, for a fuel clause, looking at the

1 difference between the dollars that you would have
2 allocated if you were looking at that specific point in
3 time based on what had happened in a prior rate case,
4 whether you collected that or not. That's the
5 allocation factor that Mr. Keevil referenced in the FAC
6 tariff.

7 So the difference is the FAC now, if they want
8 to come in for another accounting authority order and
9 make their jurisdictional allocation argument about the
10 total dollars are more than what we're getting through
11 the FAC, I think they probably could do that. But I
12 view that as something different than just -- the
13 difference between what they're -- what they're asking
14 for in the AAO in terms of costs. If they're saying
15 there are costs related to the storm that should go
16 through, or maybe it's just there are two portions to
17 this. But I don't view the allocation -- jurisdictional
18 allocation factor to be really an appropriate issue to
19 be taking up outside of a rate case either, the general
20 rate case.

21 JUDGE J. CLARK: Thank you Mr. Williams. And
22 I think we'll have you off here in plenty of time for
23 your next prehearing conference. I appreciate you
24 taking the time again today. Again, we appreciate it
25 from everyone because this is primarily for my

1 educational purposes.

2 I want to get off jurisdictional allocation
3 for a moment. Both sides have mentioned time, at least
4 in regard to these cases. Evergy mentioned something
5 about wrapping it up before the end of the year due to
6 some booking issues. And in regard to the FAC,
7 Mr. Keevil had said that letting this sit until and AAO
8 is resolved in a future rate case just potentially
9 pushes getting money that's at least, staff believes,
10 should go to the customers far off down the road. So at
11 least from -- I'm going to ask from each party's
12 perspective what you think that timeframe for resolution
13 of this is. There is no statutory timeframe of which
14 I'm aware, so I'm going to start with the Commission
15 staff. Mr. Keevil, what do you think the timeframe for
16 these two cases is individually?

17 MR. KEEVIL: Yeah, that is really a dicey
18 question, Judge, because I think, and I could be wrong
19 on this, but I think Evergy has requested a resolution
20 at least in the AAO case by mid December, and I --
21 because based on what remains to be done in these cases
22 as well as what I know of the Commission already has
23 scheduled between now and the end of the year, if this
24 thing goes to hearing -- if they both go to hearing, I
25 just don't see it getting resolved by the end of the

1 year. I'm sorry, I just don't think it's going to
2 happen.

3 If it goes to hearing, or both of them go to
4 hearing, I think, again, going back to our preference,
5 staff's preference of doing the FAC case first, I think
6 under the proposal that was previously made the hearing
7 would have been in like mid December or something like
8 that. And obviously, we're past that now because that
9 schedule would have provided for filing rebuttal a
10 couple of weeks ago I believe.

11 I don't have a good answer to give you, Judge.
12 I would hope that they could get resolved some time in
13 the first quarter of next year, both of them by that
14 time. But it's just going to depend a lot on the
15 Commission's schedule and how many issues we actually
16 wind up taking to hearing. And obviously, as you've
17 heard this morning, there is disagreement as to what
18 should be heard in this case and that case and the rate
19 case. So I don't have a good date to give you other
20 than, like I said, sometime maybe February sometime, if
21 we're lucky, if it goes to hearing.

22 Obviously, I mean, things can always settle
23 between now and then if the parties are able to reach a
24 settlement. I don't know if that's possible since I'm
25 just standing in for other people, but that's always, I

1 suppose, a possibility. That would move things faster.

2 JUDGE J. CLARK: Okay. As to the AAO case,
3 Mr. Zobrist or Mr. Fischer, same question.

4 MR. ZOBRIST: Well, I was going to say in
5 terms of timing, and I can't speak to the FAC case, but
6 on the AAO, that needs to be resolved by the end of the
7 year. So, as Mr. Fischer said, both companies can close
8 their books. And there appears to be very little
9 disagreement with regard to Evergy Missouri West, so
10 hopefully that can be accomplished. And we've already
11 discussed the issues related to Evergy Metro.

12 JUDGE J. CLARK: Well, right now you have it
13 as a single filing for both companies. If it was split
14 up and you looked at the companies individually, it
15 sounds like you might be able to resolve one. I don't
16 know, that's just a comment more than anything else.

17 All right. In regards to Evergy's view on the
18 timeframe for the FAC?

19 MR. FISCHER: Judge, again, this is Jim
20 Fischer --

21 JUDGE J. CLARK: Mr. Fischer, I've lost you.

22 MR. FISCHER: This is Jim Fisher.

23 JUDGE J. CLARK: Mr. Fischer, I lost you for a
24 little bit. Could you please repeat that.

25 MR. FISCHER: Judge, I'm sorry I'm having

1 trouble with my connection here, I'm on my phone and on
2 my computer.

3 So we believe that we need to get an order out
4 by the end of the year in the FAC case as well. We have
5 circulated, just for your knowledge, among the parties a
6 schedule that is aggressive, but we think we could get
7 it done by the end of the year.

8 JUDGE J. CLARK: Okay. I'm going to say, at
9 least in regard to what Mr. Keevil said, it would be
10 very compressed, and as you said "aggressive." And I've
11 looked at the front part of next year, and the front
12 part of next year, at least in regards to rate cases and
13 other things that are coming up to bat, it's relatively
14 packed.

15 All right. We're down to my final few
16 questions and that will wrap it up for me.

17 MR. WILLIAMS: Judge, would you like an input
18 from public counsel from their perspective.

19 JUDGE J. CLARK: I apologize, Mr. Williams,
20 that's my fault. Please go ahead.

21 MR. WILLIAMS: Well, I know in the accounting
22 authority order case, public counsel is taking the
23 position that implementation of any recovery of dollars
24 that are put into an accounting authority order would
25 not occur through the fuel adjustment cost. Most

1 likely, it would occur in the upcoming rate cases that
2 these two companies are about to file early next year.
3 And from our perspective, if staff is correct, we would
4 rather see the monies flow to customers sooner rather
5 than later, the benefits. So the sooner the FAC case
6 was resolved the better.

7 MR. WOODSMALL: Your Honor, this is David
8 Woodsmall, if I could join in real quickly.

9 JUDGE J. CLARK: Please, Mr. Woodsmall, go
10 ahead.

11 MR. WOODSMALL: I agree with staff on the AAO
12 issue. We have lots of instances where AAO cases have
13 bridged across a calendar year. Most recently, I
14 believe the Covid cases have bridged across calendar
15 years. Certainly, the GMO, simply AAO case went across
16 a calendar year. The idea that we have to do things
17 simply to get it done by the end of the year doesn't
18 track with previous AAO's. So I believe that's a red
19 herring and the commission should deal with the rate
20 cases and other things that by statute have to take
21 priority and deal with this. Let's get it done, but
22 let's not be aggressive as Mr. Fischer said.

23 JUDGE J. CLARK: Refresh my memory, is MECG in
24 on the FAC case as well?

25 MR. WOODSMALL: MECG is in that case as a

1 matter of Commission rule that states that all parties
2 to the rate case, in which the FAC was granted, are
3 automatically parties. So you won't see an application
4 for intervention there, but, yes, we are a party to that
5 case.

6 JUDGE J. CLARK: So you're under the automatic
7 parties. Thank you.

8 MR. WOODSMALL: Right.

9 JUDGE J. CLARK: All right. My paper is
10 becoming an almost illegible chart of things.

11 All right. Last couple questions as I said,
12 and thank you, I'm sorry I did not go through all the
13 parties as I said I was going to. Would both of these
14 cases generally have the same witnesses?

15 MR. WILLIAMS: Not from staff, Judge, because
16 they're handled by different departments. The FAC case
17 would be, I forget what it's called --

18 MR. KEEVIL: Energy resources.

19 MR. WILLIAMS: Energy resources, yes, energy
20 resources and the AAO case would be primarily all of the
21 departments. So it's two separate departments,
22 primarily.

23 JUDGE J. CLARK: Evergy?

24 MR. FISCHER: From the county's prospective,
25 we have essentially the same witnesses, Judge. Maybe a

1 couple -- maybe an additional witness in the AAO case.

2 JUDGE J. CLARK: As I said before, I don't
3 want to consolidate these cases because of the bleed
4 over of automatic parties in the FAC. But is there any
5 reason it does not make sense to have a single hearing
6 for both cases with the understanding that there would
7 be two orders?

8 MR. KEEVIL: Judge, I would hesitate to
9 recommend you do that because as you've heard, Evergy is
10 raising several additional issues in the AAO case that
11 are not issues in the FAC case. And I think it would be
12 very confusing to the commission and possibly to the
13 parties as well, particularly the commission to keep
14 straight which issues are in which case because it
15 would -- they sound like they could bleed into both
16 cases, but they've only been raised in one case. So I
17 really think it would create more confusion than it
18 would solve.

19 MR. ZOBRIST: Judge, this is Karl Zobrist.
20 Just as Mr. Fischer said, Evergy's witnesses are
21 generally going to be the same. Through an order from
22 you, I think we can clearly set forth the issues that
23 are relevant in the AAO case and distinguish them to
24 avoid any confusion from FAC issues. I think one
25 hearing would be administratively much more efficient

1 than two hearings.

2 JUDGE J. CLARK: All right. Those are all the
3 questions I have. Thank you everybody for taking the
4 time to answer them.

5 Are there any other matters that the parties
6 wanted to address at this time?

7 MR. KEEVIL: Judge, I just have a question for
8 Mr. Fischer, if you would permit me.

9 Jim, you said earlier you had circulated an
10 aggressive procedural schedule in the FAC case, I guess
11 different from the one that was proposed by the parties
12 a few weeks ago. When was that sent out and to whom on
13 staff?

14 MR. FISCHER: Actually, Jeff, it was related
15 to the AAO case. Roger Steiner sent it out last --
16 yesterday afternoon I believe to counsel probably that
17 were involved in the -- I thought the EU case and the
18 FAC case, but we can send it out to you, too.

19 MR. STEINER: Jim, this is my fault. I joined
20 late and Nicole Mers -- and I can't think of the other
21 staff counsel that I sent it to.

22 JUDGE J. CLARK: And just for the Court
23 reporter, that's Mr. Steiner; correct?

24 MR. STEINER: It is. Sorry, Judge, I joined
25 late today's -- this hearing, I had another commitment.

1 MR. KEEVIL: And Jim or Roger, either one, you
2 say that's in the AAO case but not the FAC case?

3 MR. STEINER: It's for all the parties that
4 were at this hearing. And we believe that the AAO case,
5 and maybe you've already discussed this -- excuse me,
6 the FAC case, that there was really nothing left to do
7 in that. I mean, it sounds like the judge maybe doesn't
8 agree with that.

9 MR. KEEVIL: I know -- Everyg agrees with
10 that, frankly, but yes.

11 JUDGE J. CLARK: Okay. Everybody is talking
12 at once. Mr. Steiner, you were speaking, why don't you
13 go ahead.

14 MR. STEINER: We may have from both, Jeff, but
15 again, I missed out on a lot of the call today so it may
16 not apply anymore.

17 MR. KEEVIL: Okay.

18 JUDGE J. CLARK: Okay. While we're at this,
19 are there any other matters that need to be addressed at
20 this time?

21 MR. KEEVIL: Judge, how do you see the -- are
22 you going to issue some kind of an order, or what's your
23 plan from here?

24 JUDGE J. CLARK: I think that's an excellent
25 question, and I will, as much as possible when I get

1 these kinds of questions, try to be as transparent as
2 possible. And what I would probably do is talk to the
3 Commission and their advisory staff. That may be
4 informally or that may be formally in a memo. I'll see
5 what their preference is. I'll lay out the issues as I
6 see them and along with the information that's been
7 provided by the parties today and see if they have a
8 preference as to what they want to do.

9 In the alternative, since nothing is going to
10 happen today, I probably won't be doing anything until
11 Monday at least. So if I go over the weekend and it
12 becomes more clear to me that one of these makes sense
13 more than the other, then I may just talk to them and
14 say, Hey, I think this ought to happen. These or other
15 suggestions, or what do you think. So that's what I see
16 happening.

17 I would like to, even though there's no time
18 limitation, we're going to have some overlap with this
19 and other cases, that's inevitable. There's nothing I
20 can do about that even though that would not be my
21 preference. So I would like to get something out next
22 week if possible so that the parties aren't sitting in
23 ambiguity. Whether that just be an order to do separate
24 procedure schedules, an order to do a single procedural
25 schedule, or something else. Even if that's just an

1 order directing a response. So I don't -- that's as
2 transparent as I can be at this point because there's a
3 lot I don't know.

4 MR. KEEVIL: Well, that was helpful, Judge.
5 Thank you.

6 MR. FISCHER: Judge, this is Jim Fischer. I'm
7 wondering, I know you're going to be exiting the video
8 here before long, but I'm wondering whether it would
9 make any sense for the parties to continue to talk to
10 try to talk through a few of these issues and --

11 JUDGE J. CLARK: My concern, as Mr. Williams
12 said, that he is not going to be able to stay on because
13 he has another procedural conference. So I don't know
14 how that's going to effect it. Additionally, I'm the
15 host, I can't really transfer hosting to any of these
16 parties I believe.

17 MR. FISCHER: I understand, thank you.

18 MR. KEEVIL: Jim, we can certainly talk later.
19 But I've said before a couple times, I would prefer to
20 get Karen and Nicole involved for that. So that would
21 be early next week at the earliest if you wanted to do
22 that.

23 MR. FISCHER: I think it would make sense for
24 us to try to talk because especially related to the West
25 side there's probably ways we can resolve and narrow

1 things.

2 JUDGE J. CLARK: Okay. Well, since we seem to
3 be getting into settlement discussions that I should not
4 be a part of, if there's nothing else, is there anything
5 else I need to consider right now?

6 I hear nobody. So hearing nothing at this
7 time, I'm going to adjourn this procedural conference
8 and go off the record, and again, I appreciate everybody
9 making this.

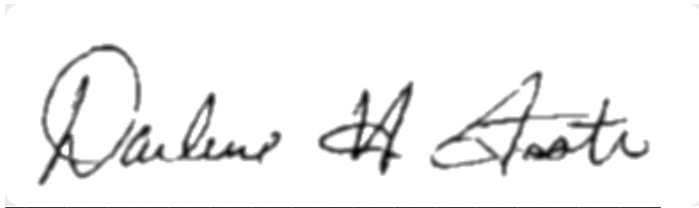
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