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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

In the Matter of Evergy Metro, )  
 Inc. d/b/a Evergy Missouri Metro's) )  
 and Evergy Missouri West, Inc. ) File No. ET-2024-0182  
 d/b/a Evergy Missouri West's ) )  
 Solar Subscription Rider Tariff ) )  
 Filings ) )  
 \_\_\_\_\_ )

EVIDENTIARY HEARING

TRANSCRIPT OF PROCEEDINGS

Volume 2

Wednesday, April 3, 2024  
9:02 a.m. - 12:04 p.m.

Governor Office Building  
200 Madison Street  
Jefferson City, MO 65101  
(and WebEx)

NANCY DIPPELL, Presiding  
Chief Regulatory Law Judge

Commissioners:

KAYLA HAHN, Chair  
SCOTT T. RUPP  
MAIDA J. COLEMAN  
JASON R. HOLSMAN  
GLEN KOLKMEYER

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16  
17  
18  
19  
20  
21  
22  
23  
24  
25

INDEX OF PROCEEDINGS

OPENING STATEMENT:	PAGE
By Mr. Fischer . . . . .	9
By Mr. Graham. . . . .	22

oOo

INDEX OF EXAMINATION

WITNESS:	PAGE
KEVIN BRANNAN	
Examination by Mr. Steiner . . . . .	34
BRADLEY LUTZ	
Examination by Mr. Fischer . . . . .	37
Examination by Mr. Graham. . . . .	39
Further Examination by Mr. Graham. . . . .	47
Further Examination by Mr. Fischer . . . . .	49
Further Examination by Mr. Graham. . . . .	66
Further Examination by Mr. Fischer . . . . .	81
SARAH L.K. LANGE	
Examination by Mr. Graham. . . . .	84
CEDRIC CUNIGAN	
Examination by Mr. Graham. . . . .	94
Examination by Mr. Fischer . . . . .	100
Examination by Mr. Graham. . . . .	104

oOo

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

INDEX OF EXHIBITS

EXHIBITS	RECEIVED
Ex. 1 - Direct testimony, Kevin Brannan	35
Ex. 2 - Direct testimony, Bradley D. Lutz	39
Ex. 3 - Rebuttal testimony, Mr. Lutz	39
Ex. 4 - Surrebuttal testimony, Mr. Lutz	39
Ex. 5 - Evergy opening statement slides	--
Ex. 100 - Direct testimony, Sarah L.K. Lange	86
Ex. 101 - Rebuttal testimony, Ms. Lange	86
Ex. 102 - Surebuttal testimony, Ms. Lange	86
Ex. 103 - Direct testimony, Cedric E. Cunigan	95
Ex. 104 - Rebuttal testimony, Mr. Cunigan	95
Ex. 105 - Surrebuttal testimony, Mr. Cunigan	95
Ex. 107 - Evergy Solar Subscription FAQ 5/30/2023	75
Ex. 108 - Evergy Solar Subscription FAQ 2023/0608	75
Ex. 109 - Currently Effective Evergy Tariff Sheets (Administrative notice taken)	109

oOo

1 Wednesday, April 3, 2024

9:02 a.m.

2

3 JUDGE DIPPELL: Good morning. This is  
4 April 3rd, 2024. We have come for an evidentiary  
5 hearing in File No. ET-2024-0183, In the Matter of  
6 Evergy Metro, Inc., doing business as Evergy Missouri  
7 Metro and Evergy Missouri West, Inc., doing business  
8 as Evergy Missouri West's Solar Subscription Rider  
9 Tariff.

10 My name is Nancy Dippell and I'm the  
11 Regulatory Law Judge presiding over this hearing  
12 today. We are both broadcasting this on our internet  
13 channel, but also we have a WebEx for one of the  
14 commissioners, and maybe others, depending on how the  
15 hearing goes.

16 And also, our court reporter is remote this  
17 morning. So my first request is that anyone online  
18 be sure you're muted unless you need to speak. That  
19 will keep the interference down. And make it so that  
20 the court reporter can hear.

21 Anyone in the room, please speak into the  
22 microphone when you are speaking, again, so the court  
23 reporter can hear and record everything.

24 And I would also ask if you have any  
25 electronic devices with you in the hearing room this

1 morning, that you mute those.

2 So we will begin with entries of  
3 appearance. Can I start with the Company?

4 MR. FISCHER: Good morning, Judge. This is  
5 Jim Fischer.

6 Let the record reflect the appearance of  
7 Roger W. Steiner and James M. Fischer on behalf of  
8 the two applicants in this case, Evergy Missouri  
9 Metro and Evergy Missouri West. Our contact  
10 information for the court reporter is on our position  
11 statement in the case, and unless you need it stated  
12 on the record, I'll just leave it at that.

13 JUDGE DIPPELL: That's all right, we'll  
14 make sure the court reporter has your correct contact  
15 information.

16 And for Staff?

17 Mr. Graham, speak into the microphone,  
18 please.

19 MR. GRAHAM: Start again.

20 Good morning. I'm Paul Graham. I  
21 represent the Staff of the Missouri Public Service  
22 Commission. And our contact information is in our  
23 pleadings and on file in this case.

24 JUDGE DIPPELL: Thank you.

25 And I had contact from the Office of Public

1 Counsel and from the Renew Missouri Advocates before  
2 the hearing. They both asked to be excused from  
3 participating in the hearing. And with my usual  
4 caveat that if you're not present, then you waive any  
5 objections or opportunity to present evidence, those  
6 parties are excused.

7 So the exhibits have been premarked. The  
8 prefiled exhibits have been premarked and we will  
9 follow, generally, those exhibit numbers, as well as  
10 the parties presented their order of cross and order  
11 of witnesses, obviously, since we just -- it's  
12 unusual that we just have two parties out there. And  
13 the Company is welcome to stay where you are, but if  
14 you decide you want to move up front, you can do that  
15 also.

16 MR. FISCHER: Force of habit. Like in  
17 church, we prefer the back.

18 JUDGE DIPPELL: Okay. So I do -- we will  
19 have the commissioners with us at various times.  
20 Commissioner Holsman is currently on WebEx and is  
21 remote. And Commissioner Holsman, I don't know if  
22 you wanted to say a couple of words before we got  
23 started.

24 COMMISSIONER HOLSMAN: Thank you, Judge.  
25 Just wanted to thank everybody for their

1 participation today. And I will be -- I'll chime in  
2 if I have any questions, but at this juncture, I'll  
3 just be listening until we go to agenda.

4 JUDGE DIPPELL: Okay, thank you,  
5 Commissioner.

6 And I have, as I said, the Chair, Hahn, and  
7 Commissioner Kolkmeyer here on the bench with me. If  
8 everyone would please try to identify yourselves  
9 before you speak, that will also help the court  
10 reporter to get a clear record today.

11 UNIDENTIFIED MAN: Judge, Commissioner Rupp  
12 is online as well.

13 JUDGE DIPPELL: Okay, Commissioner. Sorry,  
14 I didn't see you there.

15 All right. I wanted to make sure I hadn't  
16 missed Commissioner Coleman as well.

17 Okay. Then we can go ahead and -- well, I  
18 will say that we have -- the commissioners have  
19 agenda at 10:15, so my plan is to stop at 10:00 and  
20 take a break. Probably -- the agenda's fairly short,  
21 so we would take a break maybe till like 10:35. I  
22 think that would give time for everyone to get the  
23 business done and make it back down to the hearing  
24 room.

25 So let's go ahead and begin with opening



1 statements then. Evergy?

2 MR. FISCHER: Thank you, Judge.

3 May it please the Commission. For the  
4 court reporter, my name is Jim Fischer, and Roger  
5 Steiner and I will be representing the applicants  
6 today, Evergy Missouri Metro and Evergy Missouri  
7 West.

8 COURT REPORTER: Thank you.

9 MR. FISCHER: This proceeding is a  
10 continuation of -- wait just a minute, Commissioner.

11 This proceeding is a continuation of  
12 filings related to the solar subscription rider  
13 program tariffs and the company's efforts to reflect  
14 the true-up of the final Hawthorne construction costs  
15 into the tariff charges. I'm going to refer to  
16 this -- for the court reporter, it's the solar  
17 subscription rider program -- I'll be referring to it  
18 with an acronym, SSP, today.

19 The case is intended, as I got on the  
20 screen, to revise the SSP tariffs to slightly  
21 increase the solar block subscription charge pricing.  
22 Secondly, possibly expand the availability and  
23 address monthly billing under residential time-of-use  
24 rates. Also, to revise the tariff to better  
25 incorporate future solar projects. And to revise the

1 nonresidential participation limits.

2 In total, these revisions seek to execute  
3 on the pricing update contemplated in the original  
4 tariff and to enable the SSP to better meet the needs  
5 of customers seeking direct access to renewable  
6 energy. The SSP program is a key component of the  
7 company's efforts to increase the direct availability  
8 of renewable energy to its customers. Since approval  
9 in 2018, the Company has been diligently establishing  
10 customer interest and enrolling customers, as is  
11 required by the tariff, to construct the solar  
12 resource.

13 Once the subscription levels and other  
14 terms were met, the Company executed a cost-effective  
15 bill of a solar resource facility to serve its  
16 subscribers. The Company constructed the solar array  
17 on company-owned land out at the Hawthorn generating  
18 unit, which took advantage of the nearby electric  
19 infrastructure to connect. The solar array was built  
20 to not only serve the Missouri SSP program, which  
21 included 1.4 megawatts for Evergy Missouri Metro and  
22 .9 megawatts for Evergy Missouri West, but it also  
23 included a build for five megawatts to meet other  
24 company's solar resource needs so that all Missouri  
25 customers could benefit from the larger solar

1 resource facility and at a lower cost.

2 Now that the Hawthorn solar plant is  
3 complete, the charge modifications proposed in this  
4 case will allow the Company to reflect the final  
5 resource cost in the solar subscription charge, a  
6 step which was contemplated in the original SSP  
7 tariff.

8 Now second, regarding revisions to the  
9 tariff availability section, the billing provisions  
10 of the existing tariff were designed under the  
11 traditional block rate designs and do not accommodate  
12 billing under the company's residential time-of-use  
13 rates beyond that residential peak adjustment charge  
14 which is the low differential, the default rate. The  
15 Company has filed tariff revisions that will  
16 implement a method to possibly expand the  
17 availability of the SSP to the more highly  
18 differentiated time-of-use rates, if that's the  
19 Commission's desire.

20 However, due to, principally, the billing  
21 complications that I'll talk about today, the Company  
22 agrees with Staff that the Commission may properly  
23 determine that it is appropriate customers not be  
24 able to participate in the SSP program while taking  
25 service on the more highly differentiated time-of-use

1 rate schedules.

2 The Company understands that the SSP  
3 participants are primarily interested in access to  
4 renewable energy, not access to a specific retail  
5 rate. Participants are currently limited under our  
6 tariff to the low differential time-of-use rate  
7 option, and the Company has not observed cancellation  
8 of subscriptions or received customer inquiries  
9 concerning the unavailability of other TOU rate  
10 options.

11 Now, limiting rate availability to the  
12 current default TOU rate would eliminate the need for  
13 further bill system configuration, and by that I mean  
14 changes to our billing system, and would eliminate  
15 the need at this time for the Commission to establish  
16 a method for allocating the solar resource output  
17 between the TOU periods.

18 And that's one of the more difficult issues  
19 I think in the case, if we go down that path.

20 Now, alternatively, it would make sense  
21 from Evergy's perspective for the Commission to wait  
22 to implement the billing provision changes until the  
23 next solar resource is built. Waiting until the next  
24 resource is built will give the Company more time to  
25 make the billing system changes and would be a

1 smoother transition to expand an availability of the  
2 SSP to the higher differential TOU rate options.

3 And I'd encourage you to talk with Brad  
4 Lutz, who's our second witness today, about that  
5 option if you're interested.

6 Finally, the proposed revision will  
7 streamline future expansion of the SSP program as  
8 customer interest grows, and would allow the Company  
9 to address other renewable opportunities as they come  
10 along in the future.

11 I'd like to talk first about the areas of  
12 agreement in the case. Let me reiterate that the  
13 Company agrees with Staff that the Commission may  
14 properly determine that it's appropriate that  
15 customers not be able to participate in the SSP  
16 program while taking service on the more highly  
17 differentiated TOU rate schedules.

18 Now, if the Commission agrees with that  
19 policy perspective and leaves the existing  
20 restrictions in place, then many of the other issues  
21 in the case become moot. The only issues that would  
22 be left are, first, should there be a slight increase  
23 in the rates, about 3/10ths of a penny per kilowatt  
24 hour to reflect the updated actual cost of the solar  
25 facility in the case. And then second, should the

1 company's tariff provisions for future expansion of  
2 the SSP program be approved? Those would be the only  
3 two issues left, if we decide to leave the current  
4 restrictions in place regarding time-of-use rates.

5 Now, however, if the Commission decides to  
6 expand the SSP program to allow the participation of  
7 subscribers that are on the more highly  
8 differentiated TOU rates, then it will be necessary  
9 to address a billing provision that I'm going to  
10 discuss in just a minute.

11 Now, the second thing that we agree about  
12 is the Company and the Staff agree that the solar  
13 subscription program should not be expanded to  
14 include the separately metered electric vehicle rate  
15 option that we have under the time-of-use rates.  
16 Customers would still be able to participate in the  
17 SSP under the customer's primary meter, but we agree  
18 that these customers should not be given a second  
19 opportunity to subscribe under the separately metered  
20 electric vehicle rate tariff.

21 Going to the third thing, Evergy agrees  
22 with Staff that the securitized utility tariff charge  
23 should be applicable to all metered kilowatt hours  
24 without any reductions for the participants' share of  
25 the solar resource energy production.

1           And fourth, we agree that customers should  
2 be credited for the net excess energy at the current  
3 rate in the company's parallel generation tariff.  
4 That's similar to how net metering is treated today.

5           But let's look at some issues that are  
6 still left.

7           The first issue to be decided would be  
8 should Evergy be allowed to reflect the actual cost  
9 of the solar facility in the charges that are part of  
10 the SSP?

11           The solar block subscription charge is made  
12 up of two costs. The first is the solar block cost,  
13 and the second is the services and access charge.  
14 Evergy is proposing to change the solar block cost  
15 and is not recommending any changes to the services  
16 and access charge. Evergy requests an increase in  
17 the solar block cost from 8.84 cents to 9.1 -- excuse  
18 me -- 9.13 cents per kilowatt hour to reflect the  
19 final actual construction costs out at the Hawthorn  
20 solar facility.

21           The purpose and timing of this pricing  
22 change has been anticipated since the Company  
23 proposed the pilot program and received Commission  
24 approval of the solar subscription pilot tariff back  
25 in case number ER-2018-145 and O-146.

1 All of the parties have been aware of the  
2 pricing change process because it's right there laid  
3 out in the tariff, and the Company has been working  
4 for complete that process. The additional revenue  
5 produced from this change is approximately \$93,000.

6 It's my understanding that the Staff  
7 believes the Company needs to wait until a general  
8 rate to make this change. Evergy respectfully  
9 disagrees. This pricing change is contemplated by  
10 the Commission-approved SSP tariff and has legal  
11 authority to make in change at this time.

12 Now, the second area of disagreement is a  
13 more technical issue and it involves how peak and  
14 off-peak energy is handled for purposes of the  
15 program should the company's allocation method or  
16 Staff's customer-specific method be used for  
17 calculating the impact of peak and off-peak usage and  
18 billed accordingly. This would be an issue only if  
19 the Commission decides to expand the SSP to allow  
20 subscribers to participate that are on the higher  
21 differential TOU rates.

22 As Mr. Lutz explains in his testimony,  
23 Evergy believes that the current allocation method is  
24 the most practical method.

25 Staff is proposing a two-step method which



1 would be customer-specific and require manual  
2 adjustments every month to the bills of each  
3 participant in the SSP plan. Now, Evergy's billing  
4 system won't automatically accommodate the Staff's  
5 approach, and we don't believe it's the best way to  
6 reflect the differences between peak and off-peak  
7 consumption in the program. And I'd encourage you to  
8 ask again Brad Lutz about that technical issue, too.

9           So, then there are a couple more issues to  
10 be decided. The third one is, should non-residential  
11 customers be allowed to subscribe under the SSP for  
12 up to 100 percent of their energy usage? Evergy  
13 believes that nonresidential customers should be  
14 allowed to subscribe for 100 percent of their energy  
15 consumption. But as I understand the Staff's  
16 position, Staff would limit it to the current level  
17 of up to 50 percent of the nonresidential customer's  
18 annual energy consumption.

19           In working with nonresidential  
20 participants, it's become clear that these customers  
21 often have sustainability goals or mandates for  
22 renewable energy that could be satisfied by higher  
23 levels of subscription under the SSP. The Company  
24 proposes to increase the subscription level for  
25 nonresidential customers from the current up to 50

1 percent to up to 100 percent of their annual energy  
2 consumption to assist nonresidential customers in  
3 achieving their sustainability goals or other  
4 renewable mandates.

5 Now, the fourth issue would be should the  
6 terms for future expansion of the SSP be modified as  
7 proposed by the Company?

8 In 2018, when the SSP tariff was first  
9 designed, cost trends signaled that solar resource  
10 costs would be -- be reduced in the future. And  
11 under that expectation, the current tariff restricts  
12 program expansion only if the solar resource cost is  
13 less than or equal to the cost of the original solar  
14 resource. That provision made some sense at the  
15 time, and we thought all these costs were going to be  
16 coming down because it would ensure ongoing cost  
17 reductions for participants. But unfortunately, the  
18 market for solar resources developed a little  
19 differently than expected. Supply chain limitations,  
20 material costs, and inflation have contributed to  
21 keep solar resource prices higher than expected.

22 The Company has also continued to receive  
23 customer interest in the SSP program, and some  
24 customers are frankly interested in participating  
25 even if the subscription prices are a little higher.

1 The company's seeking to modify the terms associated  
2 with program expansion for the future to allow the  
3 option to expand even if the costs are going up  
4 somewhat. If the solar resource is higher than the  
5 current cost, the Company would still build the solar  
6 resource facility after it receives this certificate  
7 of -- or CCM from the Commission.

8 Now, finally, the last issue that would be  
9 decided, it's a fairly minor one, I think, but it  
10 would be should the three-month waiting period for  
11 nonresidential customers be eliminated, as proposed  
12 by the Company. The original three-month waiting  
13 period was added to ensure that residential customers  
14 are given sufficient time to subscribe to the initial  
15 resource established in the program. The terms were  
16 actually quite successful resulting in 99 percent of  
17 the participants being residential customers.

18 But going forward, the waitlist now serves  
19 as a means to ensure that participation by  
20 residential customers. Participants are served on a  
21 first-come/first-serve basis. We don't believe the  
22 three-month waiting period is necessary today and it  
23 is should be eliminated.

24 In the hearing today, we'll be presenting  
25 two witnesses. Kevin Brannan will explain how the

1 actual costs of the solar facility will be reflected  
2 in the solar subscription rates. And Brad Lutz will  
3 discuss the remaining issues, particularly the tariff  
4 provisions.

5 And unless you have questions for me, I  
6 will sit down.

7 JUDGE DIPPELL: Let me see if there are any  
8 questions for Mr. Fischer. Chair? None?

9 Commissioner Holsman or Commissioner Rupp?

10 Oh, Chair Hahn has a question. Hold on.

11 CHAIR HAHN: Good morning. Thank you,  
12 Mr. Fischer. Sorry, it took me a minute to review my  
13 notes to see if I had any questions.

14 MR. FISCHER: Not a problem.

15 CHAIR HAHN: On the first issue of should  
16 Hawthorn be included in the solar block charge of the  
17 SSP, you talk about how the price per kilowatt hour  
18 would change roughly eight cents to a little over  
19 nine cents per kilowatt hour resulting in roughly  
20 \$93,000 of total revenue. Is that -- and my -- is  
21 that over the life of the facility?

22 MR. FISCHER: That's \$93,000 per year over  
23 the life of the facility, yes.

24 CHAIR HAHN: 93.

25 MR. FISCHER: \$93,000.

1 CHAIR HAHN: Annually.

2 MR. FISCHER: Annually, right.

3 CHAIR HAHN: Okay.

4 MR. FISCHER: It's about three tenths of  
5 one penny is how much the increase is.

6 CHAIR HAHN: Okay. And what is the life of  
7 the facility estimated at?

8 MR. FISCHER: You know, I think I'll have  
9 to defer to Brad. I think it's 40 years, but I'm not  
10 sure.

11 CHAIR HAHN: Thank you.

12 JUDGE DIPPELL: Are there any other  
13 Commissioner questions?

14 MR. FISCHER: Thank you very much.

15 JUDGE DIPPELL: Mr. Fischer, before you  
16 step down, can we go ahead and mark your presentation  
17 slides as a demonstrative exhibit just so that I can  
18 have those in the record?

19 MR. FISCHER: I have copies of that, but I  
20 noticed I did have a mistake that I corrected on the  
21 one that was shown on the board. It is a three-month  
22 waiting period. I had a 30-day waiting period in the  
23 slides. But I'll distribute that with that caveat.  
24 Okay?

25 JUDGE DIPPELL: Well, could I get the

1 corrected version?

2 MR. FISCHER: Certainly, I can do that,  
3 too.

4 JUDGE DIPPELL: To actually mark and put in  
5 with the other exhibits? I'll mark that as Exhibit  
6 No. 5.

7 MR. FISCHER: I can present that later by  
8 electronically filing or....

9 JUDGE DIPPELL: Or you can just bring me a  
10 copy. Whichever.

11 MR. FISCHER: All right, sounds good.  
12 Thank you.

13 JUDGE DIPPELL: And Staff, your opening?

14 MR. GRAHAM: If it please the Commission.  
15 Good morning, Commissioners, I'm Paul Graham. I'd  
16 like to start out right out before I get to my script  
17 here by inviting the Commissioners --

18 JUDGE DIPPELL: Go a little closer.

19 MR. GRAHAM: By inviting the Commissioners  
20 to remember Chair Hahn's question.

21 Staff emphatically disagrees with the  
22 answer that it has received or heard from the  
23 Company. I'll get there in a minute.

24 This case breaks into two parts. The  
25 Staff's witness on the first part is Sarah Lange.

1 Staff's witness for the second part is Cedric  
2 Cunigan. I'm going to endeavor here to describe  
3 Staff's case with a minimum of legal accounting and  
4 PSC jargon. I'll probably break that right away, but  
5 that will be my endeavor.

6 Miss Lange, largely, with many additions  
7 and explanations, covers the peak and off-peak usage  
8 issue that Mr. Fischer referred to. Miss Lange's  
9 part of the case concerns the components of  
10 customers' bills related to their participation in  
11 the solar subscription program for the RPTA -- there,  
12 I did it -- residential peak adjustment rate plan on  
13 which 85 percent of residential customers are served,  
14 this case concerns how customers' bills get credited  
15 for their participation in the solar subscription  
16 program, taking into consideration the time of day  
17 when customers use power.

18 Depending on the time of day a customer  
19 uses power, the components of the calculation will  
20 vary. There will be either a charge or a credit  
21 applied to a bill component, depending upon the time  
22 of day the power is used. For example, the time  
23 period between 4:00 p.m. and 8:00 p.m. is important.  
24 In RPSC jargon, that time period might be called peak  
25 time-of-use. A customer's bill will contain a

1 specific line item calculation for power used in that  
2 time period. Boiled down to its essence, for the  
3 RPKA rate plan, it is Staff's position that with  
4 respect to the calculation of the bill for power used  
5 during peak time-of-use, neither the company's  
6 present practice nor its proposed tariff gives a  
7 credit to customers that fairly recognizes their  
8 participation in the solar subscription program.  
9 That's what Miss Lange's part of the case concerns,  
10 simply and directly.

11 Miss Lange's testimony and presentation  
12 explains exactly where, how, and why not. And calls  
13 out many examples of this kind of unfair customer  
14 treatment throughout the proposed tariffs and the  
15 different time-of-use options offered to customers.  
16 Suffice here to say that the problem is endemic and  
17 appears across the board.

18 Miss Lange has written and Staff is  
19 presenting for approval in this case specimen tariffs  
20 which address the problem. Staff has also provided  
21 tariff language for potential billing for customers  
22 taking service on rate plans other than RPKA.

23 With respect to these other rate plans,  
24 Staff's proposal is simple. Staff asks that the  
25 Commission decide upon the balance that is



1 appropriate between customer's options, arbitrage  
2 opportunities, and billing simplicity. Staff has  
3 proposed a way to address or a way of addressing the  
4 RTOU2 -- that's residential time-of-use two,  
5 period -- and RTOU3, residential high differential  
6 time-of-use rate plans, interaction with the SSP  
7 rider if the Commission determines that it is  
8 appropriate policy for residential customers who  
9 participate in the SSP to have access to these rate  
10 plans.

11 And requests that if the Commission  
12 determines that it is appropriate for SSP  
13 participants to access each option rate plan, that  
14 the Commission either order -- or order either that  
15 the tariffs that Staff has submitted be adopted or  
16 used, or order the specific tariff language which the  
17 Commission wants. The idea here is to get this case  
18 done with a minimum amount of argument going on for  
19 the next month or so about the language of the  
20 tariffs.

21 That's why this -- that the staff is asking  
22 that the language itself be addressed one way or the  
23 other, either that the tariffs that we have proposed,  
24 that Staff's proposed, be adopted, or that the  
25 Commission advise us as to the language that goes

1 into these tariffs be written now. Either way, Staff  
2 asks the Commission to order that the tariffs be  
3 fully implemented as soon as possible.

4 I'm going to turn to Cedric Cunigan, and  
5 write in your mind up here \$93,000, which the Chair  
6 asked about. Got to keep that number up there as I  
7 address these issues in the opening statement.

8 Mr. Cunigan's testimony focuses on the  
9 Company's proposed changes to solar subscription  
10 pricing and subscription levels. This opening will  
11 focus upon the proposed changes to solar subscription  
12 pricing.

13 Evergy's proposed tariff changes, its solar  
14 subscription program pricing, specifically, it  
15 proposes changing the solar block charge from 8.84  
16 cents per kilowatt hour to 9.131 cents per kilowatt  
17 hour. As said, from eight to nine cents. But its  
18 proposed tariff makes another change. It removes the  
19 following promise made in the Company's earlier  
20 tariffs, a promise that the solar block cost will not  
21 exceed 13.88 cents per kilowatt hour.

22 So, put two things up in your mind:  
23 \$93,000, and the word "estimate".

24 And look at the tariffs. The word  
25 "estimate" appears repeatedly, and it appeared in the

1 December 2018 tariff, it appeared in the January 2023  
2 tariff, and with respect to block billing, it appears  
3 again in the proposed tariff.

4           We ain't done, is what that word means.  
5 \$93,000 is not the end of the road. Staff opposes  
6 the change for several reasons. The is that it  
7 blatantly violates a promise which Evergy repeatedly  
8 made to its current now subscribed solar subscription  
9 program participants in order to induce them to  
10 enroll in this program. That promise is represented  
11 in the following publication which Evergy posted on  
12 the internet, and was currently up on the internet in  
13 May of 2023, that is to say, between January 9th,  
14 2023, when the now effective tariff went into effect,  
15 and the time when the new tariff was proposed.

16           And this is what it said, Q-and-A,  
17 frequently answered questions: Will my solar  
18 subscription charge be subjected to additional  
19 increases in the future? Answer: The solar block  
20 subscription charge for the cost of the research will  
21 not increase, and may go down if we install  
22 additional cheaper assets. Period. No ifs, ands,  
23 buts, subject to this, subject to that, none of that.  
24 Period.

25           The second reason, tightly woven into the

1 first -- and I hesitate to go into this because it's  
2 a bunch of law -- that Staff opposes the change is  
3 that it violates the filed rate doctrine, its  
4 corollary prohibition against single-issue  
5 rate-making, and the public policies underlying those  
6 laws.

7           Now, in this opening statement, Staff will  
8 not work its ways through the levers, bells and  
9 sirens and whistles of the filed rate doctrine or the  
10 prohibition against the single-issue rate-making.  
11 Here Staff will focus on public policy. What policy?  
12 The public policy that customers should be able to  
13 count on promises. Not rocket science. The major  
14 public policy concern here that is stated in case  
15 after case after case after case that talks about the  
16 filed rate doctrine, is that -- let me read it out --  
17 the major public policy concern that the legal rules  
18 seek to achieve is that customers know prior to  
19 purchase what rates are being charged and are  
20 therefore able to make economic or business plans or  
21 adjustments in response. The public policy that the  
22 filed rate doctrine serves is to, quote, provide  
23 advance notice to customers of prospective charges,  
24 allowing the customers to plan accordingly.

25           Now, the question that was put up on the

1 internet addressed exactly that, and the answer was  
2 clear and unambiguous and without ifs, ands, or  
3 butts, no increases in the solar block, period.  
4 May 2023. On the heels of that, here comes this new  
5 tariff.

6 With respect to the proposed solar block  
7 rate tariff increases, in the sense, this case is a  
8 tale of three tariffs. One became effective in  
9 December of 2018. That tariff set out an estimated  
10 solar block tariff amount.

11 The next one became effective in January of  
12 2023. That tariff set out a different estimated  
13 solar block tariff amount. Between 2018 and 2023,  
14 Evergy built the Hawthorn plant. Evergy started  
15 billing customers for the Hawthorn service in April  
16 of 2023, but the first bill back-billed them through  
17 January of 2023 based on the January 2023 tariff.

18 Then Evergy filed and withdrew another  
19 tariff.

20 Then it filed still yet another one, the  
21 one now before this Commission, changing the solar  
22 block charge.

23 The first two tariffs contained the  
24 following -- now, here we're getting to the nub of  
25 this thing -- the first two tariffs contained the

1 following promise with respect to the solar block  
2 charge: The solar block cost will not exceed 13.88  
3 cents per kilowatt hour.

4 The third tariff now before us today -- I'm  
5 going to use this word -- revoked the promise. The  
6 third tariff continues to call the solar block charge  
7 an estimate, thus clearly forecasting still further  
8 changes, but with the promised cap now gone. Thus  
9 using the company's excuse for being here today, that  
10 everything was clearly an estimate of an anticipated  
11 change, one can only that the Company is now planning  
12 on another change, and plans on making future changes  
13 to the solar block cost with no need to honor the  
14 13.88 per kilowatt cap promise.

15 So where did the \$93,000 just go? Out the  
16 window. That promise made to prior subscribers is  
17 now a dead letter for those prior subscribers.

18 Now, let me make something clear here, lest  
19 there be any misunderstanding. Staff is not stating  
20 that the Company is necessarily trying to get more  
21 money. It appears to us that it will, but that point  
22 is not the sine qua non. That is not the essence of  
23 Staff's argument, that the change should be rejected.  
24 Staff does not hang its hat on that argument. The  
25 point here is not about what the Company gets in the

1 end, the point is what is the customer paying at his  
2 end? In that regard, two points are unassailable:  
3 First, the tariff increases customers' block rates.  
4 Second, the proposed tariff removes a cap on future  
5 block rate interest -- increases. It simply revokes  
6 an earlier promise made to customers who have already  
7 subscribed. If future solar block costs exceed the  
8 now removed cap, customers who have already  
9 subscribed before the cap was removed can expect to  
10 pay above that cap.

11 So, \$93,000 is not what the case is about.  
12 The point -- the point is that the whole public  
13 policy behind the filed rate doctrine is under  
14 attack. Subscribers were lured into signing for the  
15 program on an express representation that the solar  
16 block charge would not go above the stated cap. On  
17 that basis, they were encouraged, and did, in fact,  
18 enroll in the program. The purpose of the filed rate  
19 doctrine is to make companies make good on these  
20 promises. The tariff now before the Commission  
21 unambiguously reneges on that promise made to  
22 customers who have already subscribed, and not only  
23 violates the filed rate doctrine on its face but  
24 represents a direct assault on its conclusion.

25 Staff asks that the Commission.... .

1 That concludes my statement at this point.

2 Questions?

3 JUDGE DIPPELL: Are there any Commissioner  
4 questions for Mr. Graham?

5 Are there any Commissioner questions  
6 online?

7 Chair Hahn?

8 CHAIR HAHN: Thank you, Mr. Graham. One  
9 question I had is, once customers are enrolled in the  
10 SSP, can they unenroll or is it a contractual  
11 agreement for a particular duration?

12 MR. GRAHAM: I'm sorry, Commissioner, I  
13 don't know the answer to that question. I simply do  
14 not know. Cedric, can he address that, in his  
15 testimony?

16 CHAIR HAHN: Okay, thank you.

17 MR. GRAHAM: Thank you for giving him  
18 advance notice.

19 CHAIR HAHN: Thank you.

20 JUDGE DIPPELL: Are there any other  
21 Commissioner questions?

22 I have just one question for you,  
23 Mr. Graham. Mr. Fischer laid out what he thought the  
24 Staff and the Company were in agreement on and what  
25 issues would remain live and so forth depending on



1 how the Commission ruled. Are you in agreement with  
2 the way he laid those issues out?

3 MR. GRAHAM: Again, I'm going to equivocate  
4 in my response. I didn't hear anything that troubled  
5 me. I was, however, receiving questions or concerns  
6 from one of my clients, I'm going to call him,  
7 sitting at the bench here. So let me just fudge on  
8 that one, too.

9 I will say that the points I have addressed  
10 here in my opening statement are the ones that I  
11 thought were compelling in this case. But some of  
12 that other stuff -- I know that we have some  
13 disagreements on the wording of things, and I'm just  
14 going to leave it there rather than make admissions  
15 up here.

16 JUDGE DIPPELL: All right. Thank you. I  
17 believe that's all for you.

18 MR. GRAHAM: Thank you.

19 JUDGE DIPPELL: Thank you. Let's go ahead  
20 and begin with our first witness. Everygy?

21 MR. FISCHER: The Company calls Kevin  
22 Brannan.

23 JUDGE DIPPELL: Mr. Brannan, if you would  
24 raise your right hand?

25 (Witness sworn)

1 JUDGE DIPPELL: Thank you. It's hard to  
2 get close to that mic, but if you could kind of lean  
3 into it, I'd appreciate it.

4 **THE WITNESS: Absolutely.**

5 JUDGE DIPPELL: Thank you.

6

7

KEVIN BRANNAN,

8 called as a witness by the Company, having

9 been duly sworn, testified as follows:

10

EXAMINATION

11

BY MR. STEINER:

12

Q. Please state your name for the record.

13

**A. Kevin Brannan.**

14

Q. Mr. Brannan, where do you work and what is  
15 your position?

16

**A. Yes, I work for Evergy. I am the senior  
17 manager of our distributed energy resources products  
18 team.**

19

Q. Thank you. Mr. Brannan, did you cause to  
20 be prepared direct testimony which has been premarked  
21 as Exhibit 1 in this case?

22

**A. Yes, I did.**

23

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

25

**A. No, I do not.**

1 Q. Would your answers today be the same as the  
2 answers contained in Exhibit 1?

3 A. Yes, they are.

4 Q. Are the answers in Exhibit 1 true and  
5 complete to the best of your knowledge, information,  
6 and belief?

7 A. Yes, they are.

8 MR. STEINER: Judge, I would offer the  
9 admission of Exhibit 1 into the record, and I would  
10 tender this witness for cross-examination.

11 JUDGE DIPPELL: Would there be any  
12 objection to Exhibit 1?

13 MR. GRAHAM: None from Staff.

14 JUDGE DIPPELL: Thank you. I will admit  
15 Exhibit 1.

16 (Whereupon, Exhibit No. 1 was received in  
17 evidence)

18 JUDGE DIPPELL: And Staff, you may go ahead  
19 with cross-examination.

20 All right. Are there any questions from  
21 the Commission? Chair Hahn? Looking on the bench?

22 And then if there's any questions from the  
23 commissioners online, I'm going to let you just speak  
24 up.

25 Okay. Chair Hahn?

1 CHAIR HAHN: Mr. Brannan, one question is  
2 where will the ongoing O&M cost of the Hawthorn  
3 facility be captured? Is that in the solar block  
4 component of the tariff?

5 **THE WITNESS: That's correct, the (sakes)**  
6 **component, the solar block charge.**

7 CHAIR HAHN: Thank you.

8 JUDGE DIPPELL: Okay. Is there any recross  
9 based on the Commissioner's question? Mr. Graham?

10 MR. GRAHAM: No.

11 JUDGE DIPPELL: Is there any redirect from  
12 Evergy?

13 MR. STEINER: One moment, your Honor.  
14 No questions.

15 JUDGE DIPPELL: All right then.  
16 Mr. Brannan, you may step down.

17 COURT REPORTER: Court reporter here. Who  
18 was doing the examining for Evergy?

19 JUDGE DIPPELL: That was Roger Steiner.

20 COURT REPORTER: Thank you.

21 JUDGE DIPPELL: Evergy, if you want to call  
22 your next witness?

23 MR. FISCHER: Thank you, Judge. We would  
24 call Bradley Lutz to the stand.

25 JUDGE DIPPELL: And that was Mr. Fischer

1 speaking?

2 MR. FISCHER: Yes. This is Jim Fischer.

3 (Witness sworn)

4 JUDGE DIPPELL: Mr. Fischer, you may go  
5 ahead.

6 MR. FISCHER: Thank you, Judge.

7

8 BRADLEY D. LUTZ,  
9 called as a witness by the Company, having  
10 been duly sworn, testified as follows:

11 EXAMINATION

12 BY MR. FISCHER:

13 Q. Please state your name and address for the  
14 record?

15 A. Good morning. My name is Brad Lutz. I  
16 work at Evergy at 1200 Main in Kansas City, Missouri.

17 Q. Are you the same Brad Lutz that caused to  
18 be filed in this case direct testimony which I'll  
19 tell you has been marked as Exhibit 2; rebuttal  
20 testimony which has been marked as Exhibit 3; and  
21 surrebuttal testimony which has been marked as  
22 Exhibit 4?

23 A. I did.

24 Q. Do you have any changes or corrections that  
25 need to be made in any of those documents?

1           **A.    I do.**

2           Q.    And would you tell -- put on the record  
3 what that change would be?

4           **A.    Yes, I'd like to offer a correction to my**  
5 **rebuttal testimony. Specifically, on Page 11,**  
6 **starting on Line 7. And the phrase beginning EV Only**  
7 **Plan through the remainder of that sentence should be**  
8 **struck. It was not our intention to include that**  
9 **specific element in this answer.**

10           JUDGE DIPPELL: And let me get you just to  
11 repeat that line and page number again.

12           **THE WITNESS: Yes. It would be in my**  
13 **rebuttal testimony, Page 11, starting on Line 7. It**  
14 **extends into Line 8.**

15           JUDGE DIPPELL: All right. Thank you.

16 BY MR. FISCHER:

17           Q.    Do you have any other changes that need to  
18 be made?

19           **A.    I do not.**

20           Q.    If I were to ask you the questions that are  
21 contained in those documents with that change in  
22 mind, would your answers be the same and are they  
23 true and correct to the best of your knowledge and  
24 belief?

25           **A.    They are.**

1 MR. FISCHER: Judge, with that, I would  
2 move for the admission of Exhibits 2, 3 and 4 and  
3 tender Mr. Lutz for cross-examination.

4 JUDGE DIPPELL: Would there be any  
5 objection, with that correction to Exhibit 3, to any  
6 of those exhibits, 2, 3, or 4? Mr. Graham?

7 MR. GRAHAM: No.

8 JUDGE DIPPELL: Thank you. With that, I  
9 will admit Exhibits 2, 3, and 4.

10 (Whereupon, Exhibit No. 2, Exhibit No. 3,  
11 and Exhibit No. 4 were received in evidence)

12 JUDGE DIPPELL: Is there any  
13 cross-examination?

14 MR. GRAHAM: I hesitate... (inaudible).

15 I turned it off inadvertently instead of  
16 on. Thank you.

17 EXAMINATION

18 BY MR. GRAHAM:

19 Q. Mr. Lutz, do you have in front of you the  
20 currently effective tariffs?

21 A. I do.

22 Q. Not to be unfair, but would you be able to  
23 point to the language and read it out that limits  
24 partition to RPKA at this time?

25 A. That language is not specific to the

1 current tariff.

2 Q. Okay.

3 A. But would be represented by the monthly  
4 billing provisions found on sheet 39B of the Evergy  
5 Metro version, for example.

6 Q. Version of a tariff?

7 A. Yes. 39B is the sheet number of the  
8 tariff, and I'm referring to the Metro version. I do  
9 not have both.

10 Q. All right. But you have directed your  
11 attention to where we can look for this language with  
12 respect to Metro?

13 A. Correct. And the purpose -- okay.

14 Q. Okay.

15 JUDGE DIPPELL: Are there any questions  
16 from the Commissioners or Mr. Lutz?

17 Chair Hahn?

18 CHAIR HAHN: I do have questions.  
19 Sometimes it takes me a minute to gather my thoughts.

20 **THE WITNESS: Take your time.**

21 CHAIR HAHN: Good morning, Mr. Lutz.

22 **THE WITNESS: Good morning.**

23 CHAIR HAHN: As contemplated by Staff,  
24 these tariff changes would actually occur in a rate  
25 case rather than through this tariff change. In your



1 view, how would that work? If you have this facility  
2 and you have Everygy West and Everygy Metro cases, how  
3 would you go about allocating or changing the rates  
4 in one and then potentially the other? So would  
5 there -- how would you envision Staff's proposal as  
6 in the rate case to change the tariff prices to work?

7 And I'm going to ask Staff the same.

8 **THE WITNESS:** Okay. Yeah, just thinking  
9 off the cuff, I mean, it would take a level of  
10 coordination to make sure that those prices were to  
11 stay aligned through the processes as they traverse  
12 the rate case. But beyond that, I've not really  
13 given it a lot of thought of what the rate case  
14 process would look like. You know, fully expecting  
15 that the process that we had laid out in the original  
16 tariff from 2018 would have been the preferred path.

17 **CHAIR HAHN:** Earlier in the opening  
18 statements, Mr. Fischer said that this tariff change  
19 was contemplated previously, I think in a 2018 case.

20 **THE WITNESS:** Uh-huh.

21 **CHAIR HAHN:** Tell me how it was  
22 contemplated in conversation, or what memorializes  
23 that contemplation.

24 **THE WITNESS:** Certainly. I would offer  
25 that the tariff itself is the best representation of

1 that contemplation. In the way the program was set  
2 up, the Company had to go out and achieve  
3 subscribers, build a list of 90 percent of the  
4 resource to be deployed to be fully subscribed before  
5 we could execute the build. So it created this  
6 process where we had to do a lot of preliminary work  
7 before we could build the resource. And without the  
8 build of the resource, we wouldn't know what the  
9 final price would be. So we set up this kind of  
10 order of things, if you will, in the 2018 case and in  
11 that tariff to memorialize those processes. So we  
12 would go out, we'd recruit, market, gain subscribers,  
13 build the resource, and then finalize the pricing in  
14 that tariff to lock it in and to go forward.

15 CHAIR HAHN: Okay. Two questions about  
16 that.

17 THE WITNESS: Uh-huh.

18 CHAIR HAHN: Is Hawthorn fully subscribed?

19 THE WITNESS: Yes, with a waiting list.

20 CHAIR HAHN: Okay. I had another one I  
21 can't remember. Oh, yes, I do.

22 What is the in-service date of the Hawthorn  
23 facility? It seems as though there's dispute about  
24 when the plant was placed in service. So from  
25 Everygy's view, when was the plant placed in service?

1           **THE WITNESS:** Right. And I would offer, I  
2 don't think there's as much dispute, but it's because  
3 of steps that were taken to bill customers under it  
4 versus the in-service date that we've offered is more  
5 related to the accounting, the inclusion into rate  
6 base, those aspects that go along with the asset.  
7 But I believe that that was in March or May -- thank  
8 you -- thank you, I'm sorry. I was looking to Kevin  
9 Brannan. He has helped in that matter.

10           So May would be the in-service. And the  
11 system was operational in January.

12           CHAIR HAHN: Of this year?

13           **THE WITNESS:** Correct -- or, no. Of '23.

14           CHAIR HAHN: '23.

15           **THE WITNESS:** Yes, the prior year:

16           CHAIR HAHN: Okay. I think that's all.

17           JUDGE DIPPELL: Are there any other  
18 Commissioner questions for Mr. Lutz? Are there any  
19 online? Not seeing any.

20           I think I have just one for you myself,  
21 Mr. Lutz. Well, related to that in-service date, do  
22 you agree with Staff witness Cunigan's statements and  
23 his testimony that the company has retroactively  
24 billed customers back to April 1st of 2023?

25           **THE WITNESS:** Yes. The final price was

1 applied to all customers subscribing back to that  
2 January operational date, the date when those  
3 customers started to receive energy from the system  
4 reflected on their bill.

5 JUDGE DIPPELL: And maybe just walk me  
6 through that again. So the January 2023 date  
7 represents what?

8 THE WITNESS: Right. In January is when  
9 the system became operational and started delivering  
10 energy to the grid. The Company had a  
11 Commission-approved tariff in place to allow us to  
12 charge those subscribers a rate in January. We  
13 started executing the program under the terms of that  
14 tariff in January, but it wasn't until the in-service  
15 date in May that we had the final pricing, the final  
16 amount for that resource. So the decision was made  
17 to back-bill that so that those customers were paying  
18 the full price, the true price, of that resource for  
19 all of that participation.

20 JUDGE DIPPELL: And the in-service date in  
21 May represents when everything was final, or...?

22 THE WITNESS: Right.

23 JUDGE DIPPELL: What does it mean? Tell me  
24 what in-service date means.

25 THE WITNESS: In my opinion, and oftentimes

1 the in-service is more of an accounting, and somewhat  
2 an engineering, phrase. They'll use engineering  
3 parameters oftentimes to -- as the criteria. But the  
4 purpose is when is this brought into the books and  
5 records and the rate base of the company? That's  
6 that in-service term. And so the system was  
7 connected to the grid, generating, doing the work  
8 that it normally does in January. But a rigor -- a  
9 process was put through it from an engineering  
10 perspective to prove certain criteria before it could  
11 be judged in-service. This is something we do for  
12 many of our generation resources, is to have this  
13 in-service criteria established and met. And so that  
14 did not occur until May. That was completed in May.

15 Now, a little bit more of a flavor there,  
16 it usually involves some kind of site visit where the  
17 asset can be observed visually. There are  
18 engineering tests, performance measurements, that are  
19 evaluated to make sure that the system is truly doing  
20 what it was intended to do.

21 JUDGE DIPPELL: Okay. Thank you.

22 Will Evergy have any unused capacity from  
23 this solar facility?

24 THE WITNESS: Within the constraint of the  
25 solar subscription or the resource in its entirety?

1 JUDGE DIPPELL: The resource in its  
2 entirety.

3 THE WITNESS: Yeah, that's going to be a  
4 little bit more complicated because the resource is  
5 split amongst a number of purposes. But as far as  
6 saying that there's any unused energy from it, I  
7 would say no. That the energy will always be fully  
8 utilized, it's just a question of how that's  
9 allocated or paid for through the various programs or  
10 uses of this resource.

11 So the energy is going to be fully consumed  
12 by Evergy in some manner through one of these  
13 programs or through our just general use of the asset  
14 in serving all customers.

15 JUDGE DIPPELL: And is it possible to --  
16 what is that manner going to be? How are you going  
17 to divide between West and Metro when West is  
18 currently seeking a rate case?

19 THE WITNESS: Well, the utilization of the  
20 resource is independent of the rate case, and what  
21 we've done is superimposed a fixed allocation of all  
22 energy produced from that system. So regardless of  
23 what happens in the case, that energy is moving based  
24 on that fixed allocation every month. So it's all  
25 been fixed and it's just allocated out based on

1 **that -- those percentages, regardless.**

2 JUDGE DIPPELL: Okay. Are there any -- let  
3 me ask if I stirred up any other questions from the  
4 Commissioners? All right.

5 Well, it is 10:03, so I'm going to ask you  
6 to hold your recross and redirect until we return  
7 from a break. So we'll go ahead and break until  
8 10:35, unless things run long and then we'll be a  
9 little late. So let's go off the record.

10 (Recess)

11 JUDGE DIPPELL: We've returned from our  
12 break, Mr. Lutz is back on the stand, and we were up  
13 to further cross-examination based on Commission and  
14 my questions. Is there anything from Staff?

15 MR. GRAHAM: Yes, your Honor a few.

16 EXAMINATION

17 BY MR. GRAHAM:

18 Q. Sir, would you agree that the price that  
19 was estimated, the original tariff that was set out  
20 in December of 2018, one of its purposes was to  
21 gather subscribers?

22 **A. Yes.**

23 Q. Did the company ever intend actually to  
24 charge that amount?

25 **A. No, I don't think there was any plan that**

1       **that would be the final amount.**

2           Q.     That's not what I asked. Did the Company  
3     ever intend to charge at any point in time the amount  
4     that was set out in the original tariff of December  
5     of 2018? Was the Company's intention at any point in  
6     time to charge that amount?

7           MR. FISCHER: Counsel, could I clarify what  
8     price you're talking about there?

9           MR. GRAHAM: I don't have it in my mind,  
10    but whatever the charge was that was set out in the  
11    December 2018 tariff.

12           **THE WITNESS: Yes, I would -- may I go**  
13    **ahead?**

14           JUDGE DIPPELL: Yes.

15           **THE WITNESS: I would say only in the**  
16    **occasion that the final price proved to that number,**  
17    **that would be the only occasion where we would have**  
18    **charged that price. Otherwise, it would be subject**  
19    **to whatever the final cost of the resource was. That**  
20    **was the intent of the price.**

21    BY MR. GRAHAM:

22           Q.     Has the Commission, in fact, ever ordered  
23    that the -- entered an order that the Hawthorn  
24    facility is in service?

25           **A.     The Commission, no.**



1 MR. GRAHAM: I think that's all I have,  
2 your Honor.

3 JUDGE DIPPELL: Thank you. Is there any  
4 redirect?

5 MR. FISCHER: Just briefly, Judge.

6 EXAMINATION

7 BY MR. FISCHER:

8 Q. Let's go to a question from Chair Hahn. Do  
9 you recall that you were asked a question and you  
10 indicated that the process that were used in this  
11 case was contemplated in the 2018 tariff? Do you  
12 recall that?

13 A. I do.

14 Q. Can you elaborate upon that process as you  
15 understood it?

16 A. Yes. Again, the idea, and somewhat aligned  
17 with Staff questions, was the plan was to put forth  
18 an estimate in 2018 about what the parameters of the  
19 program would be. Then to go forth, find subscribers  
20 who would want to join the program so that we could  
21 achieve a 90 percent subscription and start the build  
22 of an actual resource. Once that final resource was  
23 built, we would have the costs and information  
24 available needed to finalize the pricing, and then  
25 that would be updated in this -- in this tariff.

1 With the intent that that pricing would be fixed for  
2 that resource for the solar block charge component of  
3 the rate.

4 Q. And the current rate is 8.8 cents per  
5 kilowatt hour, correct?

6 A. Correct.

7 Q. And the final cost you're talking about is  
8 what?

9 A. The 9.1 that we've been talking about.

10 Q. And that would be included in a filed  
11 tariff; is that right?

12 A. Correct. That would be reflected in the  
13 solar subscription rider, and that price would not  
14 change.

15 Q. So consumers know what the final price is  
16 if the Commission approves that?

17 A. Correct. The only variable component in  
18 the Hawthorn pricing is the service and access  
19 component, which is a small piece that's addition --  
20 that's added to the solar block cost, which would be  
21 fixed for that resource.

22 Q. Does that in any way exceed any cap that's  
23 in the current tariff?

24 A. It does not.

25 Q. Is there a cap in the tariff?

1           A.     Yeah -- well, at least going back to the  
2     2018 original commitment, no, it's still below that  
3     number. And that estimate number is not in the -- or  
4     that not to exceed number is not present, but we are  
5     true to its original intent in the 2018 version.

6           Q.     Is there any promise in the current tariff  
7     that says it will never, ever increase at any point?

8           A.     The solar subscription charge? No.

9           Q.     Explain, if you would, how -- I think the  
10    Chair asked you about it would work in a rate case.  
11    How would it work if the Commission adopts our  
12    current proposal?

13          A.     As far as the pricing?

14          Q.     Yes.

15          A.     If the -- within the -- excuse me, within a  
16    rate case?

17          Q.     Well, I was thinking -- no --

18          A.     Or absent the rate case?

19          Q.     No, our proposal, the Company's proposal.

20          A.     Right. With our proposal, this would  
21    just -- it would be executed now, and we would carry  
22    that pricing forward for subscription under the  
23    tariff. The -- you know if required to wait for a  
24    rate case, it would delay that timing and there would  
25    be a need to coordinate between cases that may or may

1 not be open at the time.

2 Q. Would the company contemplate the  
3 possibility of adding solar facilities in the future  
4 and under this SSP program?

5 A. Surely. Yeah, that's our hope and it's our  
6 expectation that customers are continuing to want  
7 access to renewable energy. And that we need to find  
8 a way to provide that. And the language that  
9 the Comm -- or the Company has offered thus far in  
10 our testimony will give us that flexibility to meet  
11 that need even if the cost of the resources in the  
12 future are not cheaper than the Hawthorn resource  
13 today.

14 Q. Well, let's assume that they're not  
15 cheaper. How would it work under the Company's  
16 proposal?

17 A. Right. Under the Company's proposal, if  
18 the price were higher than the Hawthorn resource, we  
19 would said that second tranche separate from Hawthorn  
20 with its own distinct pricing. And future  
21 participants would be able to judge participation  
22 based on those numbers, and the Hawthorn participants  
23 in that initial tranche would be completely  
24 unaffected by that expansion.

25 Q. So their price wouldn't change?

1           **A.     Correct.**

2           Q.     But on the other hand, if the price dropped  
3 under the Company's proposal, how would it work?

4           **A.     Under our proposal, at that point we would**  
5 **bring the resources together and levelize those**  
6 **costs, sharing that benefit much like we originally**  
7 **intended in 2018. So all participants would benefit**  
8 **from the reduction of cost.**

9           Q.     Under the Company's proposal, at any time  
10 would there not be an approved tariff that customers  
11 would look at?

12           **A.     Correct. No, there would always be the**  
13 **tariff pricing to lay out either the combined cost,**  
14 **or the individual tranches would always be on the**  
15 **tariff.**

16           Q.     I believe you were asked a question a few  
17 moments ago about the in-service date of Hawthorn.  
18 Is Hawthorn -- was Hawthorn included in rate base  
19 before the in-service date of May 2023?

20           **A.     No, it was not.**

21           Q.     Would facilities like Hawthorn be included  
22 in rate base in a rate case?

23           **A.     Correct, they would.**

24           Q.     So would you expect that maybe in the  
25 future, it might actually be in rate base?

1           **A.    Yes.**

2           Q.    But not now?

3           **A.    Not now, correct.**

4           Q.    Counsel for Staff asked you about this  
5 RPKA. For the record, would you explain what that  
6 is?

7           **A.    Yes, that's one of the company's**  
8 **residential rate alternatives. The residential peak**  
9 **adjustment rate.**

10          Q.    And is that the rate that currently is  
11 under the SSP?

12          **A.    Correct. That is being driven by the**  
13 **billing provisions of the SSP. That's the only rate**  
14 **that can be executed under the tariffed terms.**

15          Q.    Do you agree with Staff that the Commission  
16 could decide to limit the SSP to that rate?

17          **A.    I do.**

18          Q.    Why is that an option?

19          **A.    Right. I mean, conceptually, and from the**  
20 **customer's perspective, I think it has value because**  
21 **that's the condition that all of these subscribers**  
22 **joined -- or nearly all of the subscribers joined the**  
23 **program in the first place. They joined prior to the**  
24 **time-of-use rates that came in to play in -- at the**  
25 **end of 2022. So maintaining this will maintain a**

1 certain level of status quo for those customers where  
2 they largely are on the same condition or same style  
3 of rate.

4 The other part of that is that it would  
5 afford the Company the opportunity to avoid a number  
6 of system changes that would be required to do the  
7 more highly differentiated TOU billing, and save  
8 those potentially for when an expansion happens and  
9 all of those things can be timed out and executed  
10 more methodically.

11 Q. So you could do that pricing change the  
12 next time there is an additional solar facility  
13 coming in?

14 A. Correct.

15 Q. Is that what you're saying?

16 A. Correct. All of those could be packaged  
17 and handled, and then at that point new subscribers  
18 would be presented with consistent options. And the  
19 decision to limit to peak adjustment would keep those  
20 original Hawthorn participants in their -- in their  
21 status.

22 Q. What billing changes would need to be made  
23 if the Commission decides to expand the SSP to  
24 include the higher differential TOU rates?

25 A. Right. What we would have to do is

1 configure the billing system to be able to apply the  
2 solar subscription resource output in the same manner  
3 that the billing -- or the billing determinants of  
4 the rates are set up. So for example, in our  
5 two-period or three-period time-of-use rates, we have  
6 different time periods. Peak, off-peak, super  
7 off-peak. We would have to subdivide the resource  
8 production into those same categories so that we can  
9 net them properly. That would have to be built into  
10 the billing system.

11 Q. And what kind of timeframe would you have  
12 to have in order to do that?

13 A. Right. Under our current status, where  
14 everything is in the timing of this case, we've  
15 indicated the Company proposals can be achieved by  
16 December.

17 Q. And if it was expanded, and to use the  
18 Staff's proposal, I think they have the two-step  
19 method, what kind of timeframe would that be?

20 A. Right. We're anticipating that that will  
21 carry us into the subsequent May in order to do that  
22 because of the additional complexity of the steps.

23 Q. When Staff counsel asked you about the cost  
24 of the solar facility in 2018, the tariff, do you  
25 recall that?



1           **A.    Yes.**

2           Q.    Did the Company mislead customers in order  
3 to get them to sign up for this program?

4           **A.    No.  I mean, I don't believe that in any**  
5 **way.  The -- there's a certain order of things that**  
6 **presented a challenge, certainly, having to provide**  
7 **estimates and many of those things to inform**  
8 **customers, but in no way were these attempting to set**  
9 **up pricing that would be like a bait and switch kind**  
10 **of situation or to take advantage of customers.  The**  
11 **entire intent of the process that was laid out was to**  
12 **achieve the final price of the resource and reflect**  
13 **it in the pricing on the tariff.**

14          Q.    And that's what we're doing in this case?

15          **A.    Correct.**

16          Q.    Now, can customers leave the SSP program?

17          **A.    Yes, there is a requirement that they would**  
18 **stay in the program for one year, but after that,**  
19 **they're free to leave.**

20          Q.    Do you know, have customers left the  
21 program?

22          **A.    I don't know for certain.**

23          Q.    My last question is:  Could you correct a  
24 statement from counsel about the life of that  
25 facility, expected life?

1           **A. Right. The expected life that we have is**  
2           **25 years for that resource.**

3           Q. Okay.

4           MR. GRAHAM: No objection.

5           MR. FISCHER: Thank you. That's all I  
6           have.

7           JUDGE DIPPELL: All right. I think the  
8           questioning may have raised some other questions from  
9           the bench. So, Chair Hahn?

10          CHAIR HAHN: She is right. It did.

11          **THE WITNESS: That's fine.**

12          CHAIR HAHN: Mr. Lutz, part of the issues  
13          wrapped up in this case is, you know, should other  
14          rate objections be available to SSP customers. Can  
15          you describe the attributes of the 750 customers that  
16          subscribe to the SSP program, like what types of  
17          customers are they?

18          **THE WITNESS: Well, by far, they're**  
19          **residential. That's our highest percentage. I**  
20          **myself am a subscriber, for example. Other aspects**  
21          **you're interested in?**

22          CHAIR HAHN: Education level. You know,  
23          other demographics.

24          **THE WITNESS: I'm not certain I have access**  
25          **to any demographic data. I would say it would be a**

1 cross-section, would be my guess.

2 CHAIR HAHN: I'm curious. My suspicion is  
3 that the people that -- the types of customers that  
4 subscribe to SSP are also similar to the types of  
5 customers that are highly interested in high peak  
6 differential TOU rates.

7 THE WITNESS: Possibly. I mean, again I'm  
8 going to rely on maybe my own situation, which may be  
9 or may not be the best. But for me the decision was  
10 made by the fact that I own an older home in an old  
11 neighborhood that probably doesn't have a lot of  
12 future value, so I'm not interested in putting solar  
13 panels on my roof. And so this was an alternative  
14 for me to get into a renewable program without having  
15 to do anything on my premise. So to say that it  
16 automatically is linked to TOU, I don't know if I  
17 could say that for certain. I know I'm on the peak  
18 adjustment rate. And a number of my local neighbors  
19 are in that same category, just simply because our  
20 home situations don't lend itself to the TOU periods  
21 very well.

22 But no, I'm not aware of any evidence that  
23 there's an alignment between TOU interest and solar  
24 subscription participation.

25 If I may, I would say we've not seen folks

1 unsubscribe or express complaint about that  
2 availability. So I'm not aware of it.

3 CHAIR HAHN: Okay. Thank you. One of the  
4 issues raised in Mr. Graham's opening statement was  
5 on the customer FAQs, as far as the subscription  
6 program.

7 THE WITNESS: Yes.

8 MR. STEINER: And it said the costs  
9 wouldn't increase if they were -- I'm paraphrasing --  
10 you know, lower solar generation -- generating units  
11 in the future. But in a way, the first part of what  
12 I understood of that statement or the answer to that  
13 FAQ was, No, your rates aren't going to increase.

14 Do you interpret that the same way or do we  
15 have that exact FAQ language?

16 THE WITNESS: I do not have the FAQ  
17 language in front of me. I think it was offered as  
18 an exhibit, maybe, in this proceeding was the first  
19 time that I saw that language.

20 CHAIR HAHN: So you were not aware prior to  
21 the proceeding of that FAQ?

22 THE WITNESS: Only the reference in  
23 Mr. Cunigan's testimony. I think it was in his  
24 direct or rebuttal, he mentioned a customer  
25 complaint. That was the first that I had heard of

1     **the complaint.**

2                   CHAIR HAHN:   Okay.   Another part of this  
3     case has to do with expanding the SSP program to  
4     nonresidential customers.

5                   **THE WITNESS:   Yes.**

6                   CHAIR HAHN:   You know, potentially  
7     commercial customers that are interested in, you  
8     know, their renewable portfolios.

9                   **THE WITNESS:   Yes.**

10                  CHAIR HAHN:   Can you speak to, you know,  
11     your company's interactions with those nonresidential  
12     users and their desire to participate in these  
13     programs?

14                  **THE WITNESS:   Right.   Right.   What we're**  
15     **seeing, and it probably first took root with our**  
16     **largest customers, but as is common, it starts to**  
17     **filter down into the smaller categories as well.   But**  
18     **companies are becoming very aware of those renewable**  
19     **needs.   And, you know, like there's the ES&G**  
20     **initiatives within like investing communities and**  
21     **those kind of things.   But all of those have driven**  
22     **our nonresidential customers to seek alternatives.**  
23     **And this solar subscription program, it provides that**  
24     **opportunity.**

25                  Now, the problem that we have is that when

1 we designed the program, it had a number of  
2 constraints on it to get it stood up. But now that  
3 we have the program in place, we have some processes,  
4 we have the waitlist, for example, we believe that  
5 there's now an opportunity to take the training  
6 wheels off a little bit and allow us to make the  
7 system or the program a little bit more flexible so  
8 that we can address those needs.

9 The needs vary. You know, some customers  
10 just want to be able to participate in green energy  
11 programs. Other customers need renewable energy  
12 certificates, potentially, so that they can achieve  
13 some kind of authorization or affirmation of their  
14 renewable participation. So it tends to vary, but  
15 definitely the solar subscription is one that's  
16 brought to the table frequently as an option.

17 CHAIR HAHN: Okay. I may be -- I'm not  
18 sure I'm remembering exactly accurately, but one of  
19 the concerns I thought Staff had with expanding the  
20 program is then the unavailability of the program to  
21 the residential customers.

22 THE WITNESS: Right.

23 CHAIR HAHN: Can you speak to that?

24 THE WITNESS: Sure. Sure. I think what  
25 the concern was is that some large nonresidential

1 customer will come to the table and consume the  
2 entire resource that's being added. What I would  
3 offer and what we believe is the fail-safe or  
4 protection for that is the waitlist that we currently  
5 have. Any person can join the waitlist at any time.  
6 And those customers are served in that order. So  
7 even if a large nonresidential customer were to come  
8 to the table, they would be added to the waitlist  
9 just like everyone else. And so when we added the  
10 resource, whatever that size might be, we would serve  
11 all of those customers in that order. So  
12 residential/nonresidential would get served in that  
13 order. It's -- so there's not a risk of that  
14 nonresidential customer coming in and claiming the  
15 entire resource like we had with the introductory  
16 resource.

17 With that first one, it really felt like  
18 there could be a risk where maybe the residential  
19 customers didn't act quickly, and, you know, a large  
20 customer comes in and says, I'll take the whole  
21 thing. We wanted to protect from that. And it  
22 worked. And we achieved a high residential  
23 enrollment.

24 But now the waitlist is there, and that's  
25 the way we would ensure that no matter when the

1 residential customer expressed their interest, they  
2 would be served in the order where they joined the  
3 waitlist.

4 CHAIR HAHN: Okay. One other question. I  
5 think today has been a little surprising to me that  
6 the price of installing a solar facility could be  
7 more expensive in the future -- or than contemplated  
8 originally than previously, driven by interest costs  
9 and other things, given the amount of federal  
10 incentives to do just this. So I'm not sure I am  
11 understanding -- I might need a more concrete example  
12 of costs to help, you know, wrap my mind around how  
13 it's more expensive. Labor costs are more expensive  
14 and materials are more expensive, but it seems like  
15 the federal incentives to do just this are intended  
16 to offset that, plus more. So can you speak to that?

17 THE WITNESS: Right. And the other aspect  
18 I would say is that there's a certain demand out  
19 there that's growing as well. So the available solar  
20 resources that are available are being consumed more  
21 quickly. So, you know, all of those things are  
22 working in conjunction.

23 I would also offer that the Hawthorn  
24 resource was started prior to many of those  
25 externals, factors, coming to the table. So it



1 benefited from timing. And the price is maybe a  
2 little bit lower than what you would normally expect,  
3 I think, is part of the answer.

4 It's a relative issue, in some respects,  
5 the future resources relative to Hawthorn. It's --  
6 maybe they're still cheaper than they were at some  
7 other period of time, but with respect to the solar  
8 subscription program and its current tariff language  
9 we're constrained by Hawthorn now and can only expand  
10 if we can find programs that are cheaper than  
11 Hawthorn.

12 And so that just limits our ability to  
13 address those customer needs. Under our proposed  
14 language, it at least gives an option to stand up an  
15 alternative, even if it's more expensive. Hopefully,  
16 to your point, it does come down or become cheaper  
17 because that's where we'd prefer it to be, and would  
18 certainly share all of those savings with customers  
19 if those future resources were added more cheaply.

20 CHAIR HAHN: Yeah, I understand. You know,  
21 I can see where more resources need added to serve  
22 more customers who are interested in this, and  
23 certainly wouldn't want to constrain their ability to  
24 participate in the program just because of a  
25 prior.... But I'm just trying to --

1                   **THE WITNESS:** Right. And unfortunately,  
2 I'm -- Kevin Brannan might be a little bit more  
3 familiar with some of those cost aspects. That was  
4 an area of his testimony, talking about the cost of  
5 the resource and some of the work that we went  
6 through there. So admittedly, I'm not fully versed  
7 on all of those dynamics around the pricing. But  
8 anecdotally, those would be the thoughts that I would  
9 offer.

10                   CHAIR HAHN: Okay. Thank you, Mr. Lutz.

11                   **THE WITNESS:** You're welcome.

12                   JUDGE DIPPELL: Are there any additional  
13 Commissioner questions?

14                   All right, I will give the parties a chance  
15 then to do further cross-examination based on the  
16 Chair's questions.

17                   Mr. Graham, anything?

18                   MR. GRAHAM: Yes, thank you. I'll do the  
19 best I can with formulating these questions.

20                   EXAMINATION

21 BY MR. GRAHAM:

22                   Q. First of all, let's see if we can be clear  
23 here. The Company does leave open the possibility of  
24 raising the block rate for customers who have already  
25 subscribed to the program; is that correct.

1           **A.    The solar block charge, once revised to**  
2 **reflect the pricing we've suggested here, will not**  
3 **change.**

4           Q.    I'm going to ask it again. Thank you for  
5 that clarification.

6                        Would you agree then that for those  
7 customers who have subscribed to the solar program,  
8 they can anticipate that their solar block charge  
9 might increase, yes or no?

10           **A.    I would say no.**

11           Q.    So --

12           **A.    If limited to yes or no, I have to say no.**

13           Q.    By the orders that will be entered by the  
14 Commission, that increase will be foreclosed, not as  
15 a practical matter but as a legal matter?

16           **A.    I don't know if I can answer the legal**  
17 **matter element.**

18           Q.    Okay. Now, I took it from some questions  
19 and answers that I've heard here before that perhaps  
20 you may or may not be aware of some things that are  
21 out there.

22                        May I approach the witness?

23                        JUDGE DIPPELL: Yes.

24                        MR. GRAHAM: I'll try not to talk while I'm  
25 doing it since we're on mic.

1 JUDGE DIPPELL: Please.

2 **THE WITNESS: Thank you, sir.**

3 JUDGE DIPPELL: Did you have an extra one  
4 of those, Mr. Graham?

5 Thank you.

6 BY MR. GRAHAM:

7 Q. Let me say, for the benefit of the court  
8 reporter, that I've handed -- correct me if I am  
9 wrong, sir -- the witness Exhibit No. 107.

10 Is that correct? Do you see that?

11 **A. I have that, yes.**

12 Q. And would you agree that this exhibit, for  
13 the benefit of the court reporter who is not here, is  
14 entitled Solar Subscription? And then under that  
15 title appear the words MO Metro and MO West -  
16 Frequently Asked Questions?

17 **A. I see that.**

18 Q. Did I read all that correctly?

19 **A. You did.**

20 Q. Have you by any chance seen this document  
21 before?

22 **A. As in this form, or at all?**

23 Q. In this form. Let's just take it in baby  
24 steps.

25 **A. No. Well, this exhibit was offered maybe a**

1 day or two ago for this case. So I saw it in the  
2 exhibit form.

3 Q. It went through your counsel?

4 A. Yes.

5 Q. Okay. Did you have a chance to look at it?

6 A. Yes.

7 Q. Okay. I would direct you then to Page 2 of  
8 the document and to the words, Will -- or the  
9 question, Will my Solar Subscription charge be  
10 subjected to additional increases in the future?

11 Did I read that correctly?

12 A. Yes.

13 Q. And did you see that as you examined this  
14 document before you came here today?

15 A. Yes, I would agree with that.

16 Q. As a general foundational question, do you  
17 quarrel with or do you have any dispute with the  
18 proposition that the Company at some point in time  
19 published this document out on the internet for  
20 people to read and see?

21 A. Yes, I would support that.

22 Q. You agree that that did happen?

23 A. I would support that we offered an FAQ,  
24 yes.

25 Q. Do you dispute that this particular

1 frequently asked question and answer was in a  
2 document or in a posting on the internet?

3 **A. No, I would not contest that.**

4 Q. The Company will agree to that proposition?

5 **A. Yes.**

6 Q. Okay. I'm going to read this off and see  
7 if I've got it right. Will my Solar Subscription  
8 charge be subjected to additional increases in the  
9 future?

10 Did I read the question right?

11 **A. You did.**

12 Q. The solar block -- here's the answer. The  
13 Solar Block Subscription Charge for the cost of the  
14 resource will not increase and may go down if we  
15 install additional, cheaper assets.

16 Did I read that correctly?

17 **A. You did.**

18 Q. And do you on behalf of the Company admit  
19 that that question and answer was published on the  
20 internet, at least as of May 2023?

21 **A. I would accept that.**

22 Q. And the Company admits that?

23 **A. Yes.**

24 Q. Okay. Now, would you agree that that was  
25 intended by the company -- let me ask my questions,

1 okay (to Mr. Cunigan)?

2 Would you agree that that question and  
3 answer was actually pre-prepared by the Company for  
4 publication on the internet? You didn't actually  
5 received a question on the internet somewhere or  
6 through an email or something?

7 **A. Oh, correct. This is our attempt to**  
8 **anticipate questions and provide responses to those.**  
9 **Yeah, that's a typical format for these. Called**  
10 **FAQs, yes.**

11 Q. Right. So the Company anticipated being  
12 asked this question?

13 **A. Yes.**

14 Q. The Company anticipated being asked whether  
15 the solar block charge would increase, correct?

16 **A. The subscription charge. I need to be**  
17 **careful, because there are components of the charge.**  
18 **So I want to be careful, because where this is**  
19 **leading is to the delineation of the charges that**  
20 **make up the solar subscription charge.**

21 Q. Being put on the internet meant that it was  
22 leading to the reasonable understanding of a person  
23 reading the information on the internet. Wouldn't  
24 that be a fair statement?

25 MR. FISCHER: Objection, your Honor. I

1 think that's calling for speculation and is  
2 argumentative here.

3 MR. GRAHAM: I'll lay a foundation before  
4 you rule.

5 JUDGE DIPPELL: Go ahead, lay a foundation.

6 BY MR. GRAHAM:

7 Q. When you put this question together -- and  
8 by "you", I meant Everygy -- you were speculating,  
9 conjecturing and wondering what a prospective  
10 customer would think. That is actually what you were  
11 trying to do is what counsel objected to, you were  
12 trying to figure out what a customer would be  
13 thinking when you asked and answered this question  
14 for yourself on the internet. Am I right?

15 MR. FISCHER: Objection, your Honor. Lack  
16 of foundation that this witness had anything to do  
17 with preparation of that website answer.

18 MR. GRAHAM: Fair point.

19 JUDGE DIPPELL: I'll sustain the objection.

20 MR. GRAHAM: Thank you.

21 BY MR. GRAHAM:

22 Q. Okay. So I'm trying to figure out now  
23 which -- as we go forward here and we change the  
24 solar block rate, will that -- I'm not clear on  
25 this -- will that change apply to persons who have



1 subscribed in this program already, all the way back  
2 to the beginning? Can they anticipate that the solar  
3 block charge will increase?

4 **A. Once the solar block component of the**  
5 **subscription charge is changed as proposed by the**  
6 **Company in this case, it will no longer change. The**  
7 **solar block cost will become fixed, going forward.**

8 Q. Well, sir, this document speaks for itself  
9 and it does not say that, does it?

10 **A. Well, there was a revision to this FAQ**  
11 **after this point was raised. I'm not sure when the**  
12 **timing was. This was a topic addressed by**  
13 **Mr. Brannan in his testimony.**

14 Q. So this was wrong?

15 **A. Yes.**

16 Q. Well, we've read here out of Exhibit 107 --  
17 and at this time, lest I forget, I'm going to offer  
18 Exhibit 107.

19 JUDGE DIPPELL: Would there be any  
20 objection to Exhibit 107?

21 MR. FISCHER: Judge, we won't object as  
22 long as we can put in the revision that was made to  
23 this.

24 JUDGE DIPPELL: I guess I'm asking if you  
25 have an objection to this exhibit.

1 MR. FISCHER: I have an objection if we are  
2 not allowed to put in the revision to this tariff --  
3 or to this website. But I would offer to do that,  
4 and with that I would say we would not object.

5 JUDGE DIPPELL: And would Staff have an  
6 objection to what would be marked as Exhibit 6?

7 MR. GRAHAM: What is Exhibit 6? I'm sorry,  
8 I've got a number of things being said to me by  
9 various folks at this time.

10 JUDGE DIPPELL: The Company has offered as  
11 Exhibit 6 to put in the revised version of the FAQs.

12 MR. GRAHAM: No, I don't have any objection  
13 to that.

14 JUDGE DIPPELL: I will ask Mr. Fischer if  
15 you would, on our next break or whenever -- unless  
16 you already have copies of that.

17 MR. FISCHER: Yes, I think Staff actually  
18 marked it as Exhibit 108.

19 JUDGE DIPPELL: Okay. Then I don't need to  
20 mark it as Exhibit 6, do I? Didn't realize that was  
21 talking about the same thing. So I guess we've then  
22 had Exhibit 107 and Exhibit 108 offered.

23 MR. GRAHAM: Where are we on the 107?

24 JUDGE DIPPELL: I was getting ready to go  
25 ahead and just rule on both of those.

1           Those are both admitted, given that, in  
2 tandem, there is no objection.

3           MR. GRAHAM: Okay.

4           (Whereupon, Exhibit No. 107 and Exhibit  
5 No. 108 were received in evidence)

6 BY MR. GRAHAM:

7           Q. Now, just a couple more.

8           The tariff language that has been proposed  
9 that's before the Commission now for either approval  
10 or disapproval, would it be a fair statement that it  
11 removes a -- or just rough and ready at a 13 cents  
12 cap on the increases on solar block pricing?

13           **A. Yes, because the purpose of the 13 was just**  
14 **to establish a ceiling for customers, prospective**  
15 **subscribers, to consider.**

16           Q. To rely upon?

17           **A. We now have the actual pricing for the**  
18 **resource available to us. So the estimate is no**  
19 **longer informative.**

20           Q. I'm asking, part way through your answer --  
21 and I apologize for stepping on you and interrupting  
22 you, but sometimes I have to grab my idea before it  
23 passes, even though it's a terribly important idea.

24           **A. Understood.**

25           Q. That was a 13 cents cap that the customers

1 were intended to -- the Company intended the  
2 customers to rely upon that, didn't they?

3 **A. For the solar block charge component.**

4 Q. Exactly. So customers aware of that tariff  
5 at that time when they were signing up were given one  
6 number, I think it was, what, 11 cents or something,  
7 but -- I'm not sure about that -- but they were  
8 assured, reassured, that going forward -- it would  
9 have to be forward because it would not be the rate  
10 that was being estimated for that time, they were  
11 being told that they could rely upon a cap of  
12 13 cents that would not be triggered until some time  
13 in the future when the number looked like it should  
14 be 14, and you were saying, Don't worry, not to  
15 worry, it will be 13. Am I saying it right?

16 **A. Not entirely. I must delineate that the**  
17 **cost that is being subject to the not to exceed**  
18 **amount is the solar block cost, which is a component**  
19 **of the overall charge. There's a service and access**  
20 **charge that's added to that to get to the**  
21 **subscription charge.**

22 Q. Okay. But you're taking that component out  
23 of this current tariff that's now before the --

24 **A. No, the components are still there.**

25 Q. That 13 cents is gone. Look at your own

1 tariff that's before the Commission today.

2 **A. Agreed. However, the applicability to the**  
3 **solar block cost is maintained. Our solar block cost**  
4 **of 9.1 is below the 13.8 of the ceiling that was**  
5 **offered in the original tariff.**

6 Q. I think we understand each other. What  
7 you're saying is you're withdrawing the promise for  
8 the future?

9 **A. No.**

10 Q. The 13 cents is gone?

11 **A. It is, because the 9 is now present and is**  
12 **the fixed cost going forward.**

13 Q. I'm sorry, I misunderstood the tariff  
14 that's before the Commission. I thought that was an  
15 estimate.

16 MR. FISCHER: Counsel is testifying now,  
17 Judge.

18 JUDGE DIPPELL: Mr. Graham, stick to  
19 questions.

20 MR. GRAHAM: I'll stick to that. Yes, I  
21 understand that objection to the form of the  
22 question.

23 BY MR. GRAHAM:

24 Q. The tariff that's before the Commission  
25 that's disputed today has removed a 13 cent cap for

1 the future, right?

2 **A. With respect to the solar block cost, that**  
3 **is true, because the 9.1 is reflective of the true**  
4 **cost.**

5 Q. But is the solar block cost that is now in  
6 the tariff still qualified -- look at your tariff --  
7 with the word "estimate"?

8 **A. Under the currently effective tariff or**  
9 **the one --**

10 Q. No, sir, the one that's proposed.

11 **A. I'm not sure -- I don't think I have the --**  
12 **I have my specimen from my surrebuttal. Is that**  
13 **suitable?**

14 Q. Well, I'm not sure.

15 If we can just pause a minute, your Honor.

16 (Pause in proceedings)

17 MR. GRAHAM: Just a minute -- can we recess  
18 so I don't have you sitting up there? I need to look  
19 at some documents here.

20 JUDGE DIPPELL: Okay. We can go off the  
21 record while counsel confers.

22 (Recess)

23 JUDGE DIPPELL: Let's go ahead and go back  
24 on the record. We took a little pause there for  
25 counsel to get his questions figured out.

1 And in the interim, Mr. Fischer passed out  
2 copies of his opening statement, documents that I've  
3 labeled as Exhibit 5.

4 Go ahead, Mr. Graham.

5 MR. GRAHAM: Thank you for your patience.

6 BY MR. GRAHAM:

7 Q. After going through all the documents, I  
8 can see through all the iterations that this has gone  
9 through that this word "estimate" has finally been  
10 removed with respect to this solar block charge from  
11 the tariff that is now before the Commission for  
12 approval. Are we in agreement on that?

13 **A. Yes.**

14 Q. So absent a -- so at this point, the  
15 language of the Q-and-A that I was looking at, the  
16 Company is not withdrawing that language or that  
17 commitment to prior subscribers, persons who have  
18 subscribed to the program, that the solar block  
19 charge will not increase in the future?

20 **A. The solar block cost component, yes, I**  
21 **agree.**

22 Q. Okay. But because of the line of  
23 questioning here that's gone this way and that way in  
24 the last few minutes, I must ask, I'm looking at your  
25 red line tariff here, has that one been filed?

1           **A.    Just as an exhibit.  A specimen tariff here**  
2 **for Commission consideration.**

3           Q.    Okay.  So it's not a live tariff?

4           **A.    No.**

5           Q.    Okay.  The one that we have been dealing  
6 with was suspended, but it had the word "estimate" in  
7 it?

8           **A.    It's possible.**

9           Q.    All right.

10          **A.    That's the one I don't have.  What has**  
11 **progressed is with Staff offering a specimen in**  
12 **rebuttal, I think it was, and ours in surrebuttal,**  
13 **we're kind of developing alternative languages on the**  
14 **fly.**

15          Q.    And that's why you and I have been swinging  
16 past each other?

17          **A.    I believe so.**

18          Q.    All right.  Thank you very much for your  
19 patience with me.

20          **A.    No problem.**

21                JUDGE DIPPELL:  Is there redirect?

22                MR. FISCHER:  Yeah.

23                Just briefly, Judge.

24                //

25                //



1

## EXAMINATION

2

BY MR. FISCHER:

3

Q. I don't know, do you even have a copy of  
108 in front of you?

4

5

**A. I don't, at this time.**

6

Q. Well, just to make it easy, let me read  
what it says. And I'm going to ask you, is this  
corrected version correct, okay?

7

8

**A. Okay.**

9

Q. Okay then. The exhibit says, Will my Solar  
Subscription charge be subjected to additional  
increases in the future, question mark.

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And the answer in the corrected version is,  
While the Solar Block Energy Charge for the cost of  
the Hawthorn solar resource will not increase once  
the updated charge is approved by the MO PSC to  
reflect final costs of the completed resource, the  
Services and Access charge may change during future  
Missouri rate cases.

20

Would that be true?

21

22

23

**A. Right. And I would further add that that  
aligns with the expectation of the  
Commission-approved tariff.**

24

25

Q. And is it your understanding, approved  
tariff would supersede whatever might be stated on

1 the website?

2 A. Right. Right. And, you know, the FAQs are  
3 intended to try to get ahead of questions, and in  
4 their entirety hopefully can help inform customers.  
5 I noted on the one of the earlier questions there's  
6 an exploration of the components of the charge, and  
7 it did delineate that the service and access charge  
8 was subject to change, for example. So if a customer  
9 did read the FAQs in their entirety, I think they  
10 would have a more balanced view of the program.

11 Q. For the customers that have subscribed to  
12 the current program, which includes the Hawthorn  
13 facility, do you contemplate that that solar block  
14 rate would ever go up unless -- or would it ever go  
15 up?

16 A. Correct, the solar block cost will never go  
17 up after this final change. And it would only be  
18 able to go down if future resources were found to be  
19 cheaper than this cost.

20 Q. Okay. There was a question from the Chair  
21 about, I think, federal grants or federal subsidies,  
22 incentives, related to solar. I'm not sure if it's  
23 in your area, but do you know if Evergy is eligible  
24 for federal incentives?

25 A. I don't know.

1 Q. Okay. And given this line of questioning,  
2 did consumers -- are consumers being charged more  
3 than what we suggested in the original tariff, that  
4 13.1 cent?

5 A. Correct. Under the solar block charge that  
6 we have currently, and the one proposed in this case,  
7 neither are above the 13.8 that was estimated in  
8 2018.

9 Q. And in the future, if the Commission -- if  
10 the company wanted to build another solar facility  
11 beyond the Hawthorn one, would the Company have to  
12 come in and get a certificate of convenience and  
13 necessity from this Commission and they would be  
14 looking at what the cost of that unit might be at  
15 that time?

16 A. Absolutely. And then there would be a  
17 further revision of this tariff to introduce that  
18 pricing and that resource to this tariff. So there  
19 would be multiple places where those could be  
20 examined.

21 Q. And that's what's contemplated in our  
22 existing tariff proposal, correct?

23 A. Correct.

24 Q. Okay. Have current solar subscriber  
25 customers complained to the company about any aspect

1 of the program that you're aware of?

2 **A. I'm not aware of any.**

3 Q. Thank you. That's all I have.

4 JUDGE DIPPELL: Thank you.

5 Okay, Mr. Lutz, I think that completes your  
6 testimony.

7 **THE WITNESS: Thank you.**

8 JUDGE DIPPELL: I think then we are ready  
9 for Staff's first witness.

10 MR. GRAHAM: Staff will call Sarah Lange.

11 (Witness sworn)

12 JUDGE DIPPELL: Thank you. You may go  
13 ahead, Mr. Graham.

14 MR. GRAHAM: Thank you, your Honor.

15

16 SARAH L.K. LANGE,

17 called as a witness by PSC Staff, having

18 been duly sworn, testified as follows:

19 EXAMINATION

20 BY MR. GRAHAM:

21 Q. Can you hear me?

22 **A. Yes.**

23 Q. Could you state your full name, Miss Lange?

24 **A. Sarah L.K. Lange.**

25 Q. Okay. And where are you employed at this

1 time?

2 **A. Staff of the Missouri Public Service**  
3 **Commission.**

4 Q. What is your position?

5 **A. Economist.**

6 Q. All right. And have you prepared and filed  
7 testimony in this proceeding?

8 **A. Yes.**

9 Q. Have you filed direct testimony numbered  
10 Exhibit 100, rebuttal testimony numbered 101, and  
11 surrebuttal testimony numbered 102?

12 **A. Yes.**

13 Q. Do you have any changes or corrections to  
14 make to any of those documents?

15 **A. A qualified yes. My surrebuttal testimony**  
16 **addressed the addition Mr. Lutz had made in his**  
17 **rebuttal testimony to include the EV-only charging.**  
18 **It's my understanding that in his testimony this**  
19 **morning, he entered a correction that removed that**  
20 **portion of the testimony. So my surrebuttal**  
21 **testimony largely addressed that issue that I believe**  
22 **is essentially moot, from the Company's perspective,**  
23 **but may or may not be moot from the Commission's**  
24 **perspective.**

25 Q. Yes, but you don't propose to take any

1 words out?

2 **A. I don't think so.**

3 Q. Okay. Now, if I were to ask you the same  
4 questions that you were asked, so to speak, of  
5 yourself in that testimony that you referred to in  
6 Exhibits 100 through 102, would your answers be  
7 substantially the same?

8 **A. With that caveat regarding Mr. Lutz's**  
9 **substantive change, yes.**

10 Q. And are those same answers true and correct  
11 to the best of your knowledge and belief?

12 **A. Yes.**

13 MR. GRAHAM: I'd offer Exhibits 100, 101,  
14 102, into evidence.

15 JUDGE DIPPELL: Would there be any  
16 objection to Exhibits 100, 101, and 102?

17 And I might add, both 100 and 101 have  
18 confidential and public versions.

19 MR. FISCHER: No objection, Judge.

20 MR. GRAHAM: And I would tender the witness  
21 for cross-examination.

22 JUDGE DIPPELL: Okay, I will admit those.

23 MR. GRAHAM: Oh, thank you.

24 (Whereupon, Exhibit No. 100, Exhibit No.  
25 101, and Exhibit No. 102 were received in evidence)

1 JUDGE DIPPELL: All right, then. Is there  
2 any cross-examination by Everygy?

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

4 JUDGE DIPPELL: Are there questions for  
5 Miss Lange from the Commissioners?

6 Chair Hahn? Go ahead.

7 CHAIR HAHN: Good morning, Miss Lange.

8 **THE WITNESS: Good morning.**

9 CHAIR HAHN: I'm going to ask you some of  
10 the same things I asked Mr. Lutz. Though some of  
11 them I think have been clarified since I asked, so  
12 I'm going to ask for your perspective as well.

13 But in Mr. Fischer's opening testimony, he  
14 stated that this tariff change was previously  
15 contemplated in a 2018 case. And Mr. Lutz testified  
16 that the parameters of the program, the subscribers,  
17 building of the resource and then finalizing the  
18 pricing was how it was contemplated. Do you agree  
19 with Mr. Lutz's testimony or do you have a different  
20 thought as to what was contemplated in the 2018 case  
21 when the program was designed?

22 **THE WITNESS: If you'll give me just a**  
23 **moment, I'm making some notes so I don't leave out**  
24 **something important.**

25 CHAIR HAHN: Of course.

1 THE WITNESS: Okay. So I can't give you a  
2 simple answer to that because there are multiple  
3 tariff changes proposed here today.

4 As regarding the block charge itself, which  
5 I think is what Mr. Lutz was referring to in his  
6 testimony and in Mr. Fischer's opening statement, I  
7 would defer to Mr. Cunigan regarding that.

8 With regard to the expansion to add  
9 facilities and how that tariff change has occurred,  
10 Mr. Lutz -- I'm sorry, Mr. Cunigan can speak in  
11 greater detail, but I do not believe that that was  
12 contemplated. You know, they're changing the tariff  
13 on that language. The change to give C&I customers  
14 the ability to subscribe up to 100 percent, that was  
15 not contemplated. The change to reduce the nonres --  
16 nonresidential waiting list, that was not  
17 contemplated.

18 Mr. Cunigan may be able to speak to  
19 additional detail on those matters. The items that I  
20 address with greater particularity on billing  
21 provisions, those were not contemplated.

22 CHAIR HAHN: Okay. Also, I asked Mr. Lutz  
23 and Judge Dippell did as well, about the Hawthorn  
24 plant being placed in service. Mr. Lutz testified  
25 that it was operational in January of 2023, though



1 not the engineering completion -- or site visit  
2 wasn't completed until the end of May 2023, but  
3 customers paid retroactively back to April 1st, I  
4 think.

5 What's Staff's interpretation of Mr. Lutz's  
6 testimony? And what is Staff's opinion on the  
7 placed-in-service date?

8 **THE WITNESS: So my understanding is they**  
9 **were billed retroactively to January of 2023.**

10 CHAIR HAHN: Okay.

11 **THE WITNESS: I am not aware that the**  
12 **Commission has made a finding that the Hawthorn**  
13 **facility is fully operational and useful for service.**  
14 **Details about those dates, I would defer to**  
15 **Mr. Cunigan. But if that -- if the Commission had**  
16 **made that finding, I would know, and they haven't.**

17 CHAIR HAHN: I also asked Mr. Lutz if there  
18 are similarities on customer types between the types  
19 of customers who are interested in solar subscription  
20 program or interested in high peak differential TOU  
21 rates. Just based on your experience, do you think  
22 that there are similarities between these customer  
23 types, or do you have any knowledge of how, you know,  
24 one particular type of customer might also lead to  
25 have similar attributes to another type of customer?

1 THE WITNESS: I believe there's two sectors  
2 of customers who would overlap, based on my, you  
3 know, familiarity and experience.

4 I haven't done, you know, surveys, although  
5 I believe that Evergy has done cohort surveys that  
6 tend to lump these sorts of optional programs  
7 together, TOU formerly being an optional program.  
8 And that would be customers who are interested in  
9 energy arbitrage, I think would have overlap. And  
10 customers who are what you might call technologically  
11 engaged, early movers, those sorts of customers,  
12 particularly if they live in an apartment or a condo  
13 or some other environment where they would not be  
14 able to add their own solar panels to their home.

15 CHAIR HAHN: I asked Mr. Lutz about the  
16 availability of the SSP program for nonresidential  
17 customers. And also, you know, the economic  
18 development desires of certain companies for those  
19 types of things. His response was that in order  
20 to -- and I summarized Staff's concern being that if  
21 you open the solar subscription program to  
22 nonresidential customers, those -- they may overwhelm  
23 the ability of the residential customers to access  
24 the SSP. His response was that in order to an  
25 alleviate that concern, they have a waitlist.

1 Can you speak to how Staff -- Staff's view  
2 of that waitlist as to alleviate those concerns, or  
3 that concern?

4 THE WITNESS: Can I answer your question  
5 with a question?

6 Which I guess I just did.

7 CHAIR HAHN: Yes.

8 THE WITNESS: If you could defer that  
9 specific question to Mr. Cunigan, I think your  
10 question actually raises a very important point that  
11 hasn't really come out in this case thus far, just  
12 given the way it's structured, which is that in  
13 general, there's the concern about how customers  
14 within the program are treated.

15 We want to ensure that they're treated  
16 fairly and rates are just and reasonable. But  
17 there's also the balance between the interest between  
18 participants and nonparticipants. And so the  
19 language about how program expansion works and  
20 ensuring that we don't, you know, if you will, build  
21 a large facility for a customer who may or may not be  
22 there in five years, that goes to the concern to  
23 making sure that nonparticipant's interests are  
24 protected. And I haven't heard Evergy explain how  
25 that concern is assuaged, and I don't see how that

1 concern is assuaged. You know, the answer can't just  
2 be keep building more solar, because at some point,  
3 customers may want out. You have to be mindful of  
4 how much is too much, how much is the right amount at  
5 the right time.

6 CHAIR HAHN: That does bring up another  
7 question. I'm not sure if I should ask you now or  
8 ask Mr. Cunigan, but I -- could there potentially be  
9 different contractual terms for an SSP subscription  
10 for a nonresidential user to alleviate those  
11 concerns?

12 THE WITNESS: Absolutely. I mean, the  
13 Company can and does file tariffs for new programs  
14 all the time, if you'll pardon the expression,  
15 shoehorning future facilities into this program. If  
16 they want to change this program, it would just need  
17 to be an easier thing to do is to create a few  
18 program for new facilities that would be fully  
19 evaluated in a timeframe that's not as truncated as  
20 this one.

21 This one being truncated due to the issues  
22 with the billing provisions.

23 CHAIR HAHN: Okay. I think that's all I  
24 have.

25 THE WITNESS: Thank you.

1 CHAIR HAHN: Thank you.

2 JUDGE DIPPELL: Are there any other  
3 Commissioner questions?

4 Anything online?

5 All right. Is there -- I don't have any  
6 questions for you, Miss Lange.

7 Is there any recross from Everyg based on  
8 Commissioner Hahn's questions?

9 MR. FISCHER: No, thank you, Judge.

10 JUDGE DIPPELL: Is there any redirect from  
11 Staff?

12 MR. GRAHAM: No, your Honor.

13 JUDGE DIPPELL: All right, then Miss Lange,  
14 I believe that concludes your testimony.

15 **THE WITNESS: Thank you, Judge.**

16 JUDGE DIPPELL: I think we can go ahead  
17 then with Staff's next witness.

18 (Pause in proceedings)

19 MR. GRAHAM: We call Mr. Cedric Cunigan,  
20 please.

21 (Witness sworn)

22 JUDGE DIPPELL: Thank you.

23 Go ahead, Mr. Graham.

24 MR. GRAHAM: Thank you, your Honor.

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CEDRIC CUNIGAN,

called as a witness by the PSC Staff, having  
been duly sworn, testified as follows:

EXAMINATION

BY MR. GRAHAM:

Q. Could you please state and spell.

A. **Cedric, C-e-d-r-i-c, Cunigan,  
C-u-n-i-g-a-n.**

Q. And by whom are you employed?

A. **The Missouri Public Service Commission.**

Q. And what is your position with the  
Commission?

A. **Senior Professional Engineer.**

Q. Have you prepared and filed testimony in  
this proceeding?

A. **Yes.**

Q. Have you filed testimony in a form of  
direct testimony, rebuttal testimony, and surrebuttal  
testimony?

A. **Yes.**

Q. To your knowledge, is that testimony marked  
as direct testimony, which is Exhibit 103; rebuttal  
testimony, which is Exhibit 104; and surrebuttal  
testimony that is Exhibit 105?

A. **Yes.**

1 Q. Do you have any changes or corrections that  
2 you wish to make or that you believe is necessary to  
3 be made to these documents?

4 A. No.

5 Q. If I were to ask you all the same questions  
6 that were asked of you in those documents today,  
7 would your answers be the same or substantially the  
8 same?

9 A. Yes.

10 Q. And are those same answers true and  
11 correct, to the best of your knowledge and belief  
12 today?

13 A. Yes.

14 MR. GRAHAM: I would offer into evidence  
15 Staff's Exhibit 103, 104, 105, and tender the witness  
16 for cross-examination.

17 JUDGE DIPPELL: Would there be any  
18 objection to Exhibit 103, 104, and 105?

19 MR. FISCHER: No objection.

20 (Whereupon, Exhibit No. 103, Exhibit  
21 No. 104, and Exhibit No. 105 were received in  
22 evidence)

23 JUDGE DIPPELL: Thank you. Is there any  
24 cross-examination from Evergy?

25 MR. FISCHER: No, thank you.

1 JUDGE DIPPELL: Are there Commissioner  
2 questions? Chair Hahn?

3 CHAIR HAHN: Thank you.

4 Good morning, Mr. Cunigan. I am going to  
5 just ask some of the questions that I asked  
6 Miss Lange of you instead, as she suggested.

7 In Mr. Fischer's opening testimony, he  
8 stated that the way the program was designed was  
9 contemplated in the 2018 case. Speaking as to the  
10 parameters -- designing and setting up the parameters  
11 of the program, finding subscribers for the program,  
12 then building the resource and finalizing the pricing  
13 for the solar subscription block once the resource  
14 had been finally built. Do you agree with that  
15 conceptualization, or do you have a differing opinion  
16 of how this was contemplated in that case?

17 **THE WITNESS: I would disagree with that.**  
18 **We had the original 2018 rate case where the program**  
19 **was proposed, but the facility was not built yet. So**  
20 **if you go and look at that original tariff, it has**  
21 **estimated in that cost, because there was no**  
22 **facility. And then there was supposed to be a**  
23 **facility chosen and a final price put into the rates.**  
24 **And then that would be the only price customers ever**  
25 **paid.**



1           What we have here is they've put an interim  
2 rate and then adjusted it just a few months after  
3 they actually start billing it higher. And I can  
4 actually point you to the rebuttal testimony of  
5 Bradley D. Lutz on Page 3 where he's quoting his  
6 testimony from the 2018 0145 0146 -- ER2018 0145,  
7 0146 case where it says, Can this cost change in the  
8 future? He says, Yes, the Company will file a  
9 revised tariff to update the solar block charge if  
10 these proposed rates do not appropriately reflect the  
11 cost of the initial system. And again, if additional  
12 solar resources are added to serve cust -- or  
13 subscribers.

14           So those are the only two instances where  
15 it should have been updated is when the final cost  
16 was realized, which should have been once, and then  
17 if they added additional facilities, there was the  
18 idea at that time that the cost could be decreased  
19 for current subscribers if those facilities came in  
20 at a lower cost.

21           CHAIR HAHN: Okay. The last question that  
22 I asked Miss Lange had to do with the wait --  
23 creating a waitlist to alleviate the concern of  
24 nonresidential customers being able to join the SSP.  
25 Can you speak to that?

1           THE WITNESS: So the waitlist, the  
2 three-month requirement was originally there to allow  
3 residential customers to get in. The three-month  
4 requirement is not as important now as it was then.  
5 But Miss Lange did bring up the issue of how the  
6 total program allocation, if you could say that -- we  
7 don't want a program that is essentially 90 percent  
8 nonresidential customers, but then if that program  
9 becomes unsubscribed, that falls back on all customer  
10 rate base to cover that. So there are things in the  
11 tariff.

12           I believe you asked another question on a  
13 time limit, and the current tariff actually does have  
14 a condition in there that says -- I'll pull it up  
15 real quick. Okay, so under -- I'm looking at the  
16 Everygy Metro tariff. This is PSCMO Number 7, Third  
17 revised sheet, Number 39C. Under the subscription  
18 term, it says, Nonresidential participants who  
19 subscribe to 25 percent of the available solar blocks  
20 for a given resource are required to commit to a  
21 minimum term of five years.

22           So with the resource life expected to be  
23 anywhere from 25 to 30 years, given the average life  
24 of solar, it has a condition in there to say that,  
25 you know, if you are taking a charge chunk of this,

1 you're on the hook for a little longer than the  
2 average residential customer, who would typically  
3 just be the 12 months.

4 CHAIR HAHN: That brings me to another  
5 question. I think Miss Lange said you could design  
6 another program. Is it -- you know, to alleviate  
7 other contractual concerns about making sure that the  
8 asset is fully subscribed for its useful life. Could  
9 you modify this particular program to just take that  
10 into account versus creating a new program?

11 THE WITNESS: I think you could do either  
12 option. At a certain point, large enough customers  
13 have the option of entering their own contracts with  
14 the utility outside of any program.

15 CHAIR HAHN: Thank you. I asked one other  
16 question of Miss Lange, I think she also deferred me  
17 to you on it as well. To me, it seems like there  
18 could be similarities in customer types between those  
19 that are interested in SSP and in high peak  
20 differential TOU rates. Do you have experience in  
21 that or can you speak to that at all? If there are  
22 similarities, do you think, in customer types?

23 THE WITNESS: Yeah, I think that one would  
24 be a little bit out of my wheelhouse. I would say  
25 generally, though, I would agree with her saying the

1 first movers, people who are going to be more  
2 knowledgeable about technology, people who are  
3 limited in their ability to place solar on their own  
4 homes, those kinds of customers, would be more likely  
5 to join the program.

6 CHAIR HAHN: Thank you.

7 JUDGE DIPPELL: Are there any other  
8 Commissioner questions?

9 Anything from online?

10 All right. I just had one clarification,  
11 Mr. Cunigan. You were -- you cited those two tariff  
12 languages, specific page. That is the currently  
13 effectively tariff?

14 **THE WITNESS: This is the currently**  
15 **effective tariff for Evergy Metro with the effective**  
16 **date January 9th, 2023.**

17 JUDGE DIPPELL: Okay. Thank you.

18 Is there any further cross-examination  
19 based on Commissioner and my questions?

20 MR. FISCHER: I have just a couple.

21 EXAMINATION

22 BY MR. FISCHER:

23 Q. Mr. Cunigan, you cited to Mr. Lutz's  
24 testimony from that 2018 case in answer to chair  
25 Hahn's question. Do you recall that?

1           **A.     Yes.**

2           Q.     What, from your perspective, is the final  
3 cost of Hawthorn? Is it the 8.3 cents or the 9.1  
4 cents?

5           **A.     I think that final cost is what we**  
6 **initially thought was the 8. That what was approved**  
7 **in the 2022, 0130 and 129 case, we thought that was**  
8 **the cost that would --**

9           Q.     Was it your understanding that was an  
10 estimate based upon the Greenwood solar facility?

11          **A.     The way the Company did the -- their**  
12 **pricing for the program at the time, it was all based**  
13 **off of estimates for production of energy. It's**  
14 **based on a levelized cost of energy model. So it's**  
15 **always going to be an estimate based off of that**  
16 **model.**

17          Q.     They had a Greenwood solar facility at that  
18 time, right?

19          **A.     Correct.**

20          Q.     And that was the estimate that was used for  
21 the 8.3, but the 9.1, isn't that your understanding  
22 that that's the final cost?

23          **A.     That is my understanding of the cost that**  
24 **they are saying for Hawthorn now. It was never the**  
25 **intention to charge an estimated cost, though, based**

1 off of Greenwood.

2 Q. The tariff would speak to that, correct?

3 A. That goes back through several cases worth  
4 of stipulations, and it's a little convoluted now  
5 with how many different tariffs we've had. The  
6 original intent was to have a price to charge  
7 customers -- or to get subscribers, and then a final  
8 price that would actually be charged.

9 Q. Staff has not, I guess, asserted that the  
10 Company has not charged the tariff price, right? I  
11 mean, we've charged the tariff price, correct?

12 A. You charged the price that was in the  
13 tariff.

14 Q. And that was approved by the Commission?

15 A. That tariff was approved. It was not  
16 intended that the price would increase, though, from  
17 the original stipulation and agreements. It was  
18 intended to have a price that you got subscribers  
19 with that you could advertise with, and then a final  
20 price once the facility's costs were known.

21 Q. Well, Mr. Lutz's testimony that you  
22 referred to said, The Company will file revised  
23 tariff to update the solar block charge if these  
24 proposed rates do not appropriately reflect the costs  
25 of the initial system.

1 Correct?

2 **A. That is correct. And that's from the 2018**  
3 **case, which is referring to a different price that**  
4 **wasn't actually charged.**

5 Q. Okay. And then you were asked a question  
6 from the Chair about similarities between customers,  
7 TOU customers and SSP customers.

8 **A. Yes.**

9 Q. The Commission Staff's position statement,  
10 I think, agrees with the Company's perspective, that  
11 the Commission may properly determine that it is  
12 appropriate that customers not be able to participate  
13 in the SSP while taking service on more  
14 differentiated TOU rate schedules.

15 Is that right?

16 **A. Say that again?**

17 Q. Maybe I can just show it to you. But the  
18 Staff position statement says, The Commission may  
19 properly determine that it's appropriate that  
20 customers not be able to participate in the SSP while  
21 taking service on more differentiated TOU rate  
22 schedules?

23 **A. I believe that was an issue Miss Lange**  
24 **spoke to.**

25 Q. Okay. So you're not the appropriate

1 witness. I was going to ask you to give a  
2 perspective on why Staff's position is that.

3 **A. Yeah, that would be a Miss Lange question.**

4 Q. Okay. Thank you.

5 That's all I have.

6 JUDGE DIPPELL: Sorry, is there redirect  
7 from Staff?

8 EXAMINATION

9 BY MR. GRAHAM:

10 Q. The Chair asked you, Mr. Cunigan --

11 JUDGE DIPPELL: Can you pull the microphone  
12 over a little? Thank you.

13 BY MR. GRAHAM:

14 Q. The Chair asked you about a joint  
15 residential/nonresidential program that would be more  
16 complicated, correct?

17 Do you recall that line of questioning?

18 **A. She asked about modifying the current  
19 program.**

20 Q. Would you agree that a combination of  
21 residential and nonresidential subscribers would be  
22 more complicated?

23 **A. I think that does add complexity to the  
24 program.**

25 Q. All right. Just to make sure I've done my



1 housekeeping here, if you can help me on this,  
2 there's a whole line of questioning that you listened  
3 to between me and Mr. Lutz on which tariff we were  
4 talking about. The document that removes the word  
5 "estimate" from the description of a price related to  
6 the solar block program appears in a red-lined  
7 exhibit to testimony, correct?

8 MR. FISCHER: Judge, I'm going to object to  
9 that. That's beyond the scope of any cross or any  
10 questions from the Bench.

11 MR. GRAHAM: My only response is I -- and  
12 counsel is absolutely correct. But it's a matter of  
13 clarifying where we are, clerically, in terms of our  
14 documents. Which tariff has been filed and which  
15 tariff has not been filed; which tariff is before the  
16 Commission for decision, which tariff is not.

17 MR. FISCHER: It's still improper redirect,  
18 your Honor.

19 MR. GRAHAM: I'll make the point in the  
20 brief, then, if counsel doesn't want it made on the  
21 record. Which is kind of an interesting position.

22 JUDGE DIPPELL: I will sustain the  
23 objection. However, just so that the record is  
24 clear, I will allow you, Mr. Graham, to ask the  
25 question. And I will allow further cross-examination

1 if that is necessary.

2 MR. GRAHAM: So this is sort of in the  
3 nature of an offer of proof?

4 JUDGE DIPPELL: This is in the nature of  
5 making sure that we're clear about the tariffs.

6 MR. GRAHAM: Okay.

7 BY MR. GRAHAM:

8 Q. And Mr. Cunigan, if you don't know, that's  
9 fine on this, if you're not quite up to speed, so to  
10 speak, on this.

11 But during the examination of Mr. Lutz, we  
12 were going back and forth, do you recall, about  
13 whether the language that was before the Commission  
14 today for approval or non-approval includes the  
15 expiration estimate with respect to the solar block  
16 charge? You were here for that examination, weren't  
17 you?

18 A. Yes.

19 Q. And it's your understanding that the  
20 Company is not now advancing or advocating for a  
21 tariff that refers to that expense as estimated? Do  
22 you understand that? Is that what you heard here?

23 A. Yes.

24 Q. Just to be clear, though, to your  
25 knowledge, there is no tariff that's actually on file

1 in EFIS that withdraws that word "estimate" with  
2 respect to the solar block charge. This is a matter  
3 of housekeeping. Have I said it right?

4 **A. So the tariff that is on file, I don't have**  
5 **in front of me, but I don't believe so. The tariff**  
6 **that Mr. Lutz was referring to was attached to his**  
7 **surrebuttal. And like he said, there have been**  
8 **specimen tariffs that have gone back and forth**  
9 **between Staff and the Company, but none of them has**  
10 **actually been filed. I forget if it's a JE or**  
11 **whatever the --**

12 Q. Doesn't have a tracking number?

13 **A. Yes, it doesn't have a tracking number.**

14 Q. It's not before the Commission for  
15 decision?

16 **A. Yes.**

17 Q. That's all the questions I have.

18 JUDGE DIPPELL: Mr. Fischer, if you would  
19 like any further cross-examination based on that...?

20 MR. FISCHER: No, I don't think we need  
21 that. Thank you.

22 JUDGE DIPPELL: Okay. All right. I think  
23 I'm more clear with regard to what the tariffs are  
24 and the back and forth with the different tariff  
25 language, so.

1 Is there -- I believe then that that is all  
2 for Mr. Cunigan and he is our last witness. But I  
3 do, before he steps down, I wanted to clarify, Staff  
4 had on its exhibit list Exhibit 106, which was a  
5 consumer comment. Is that anywhere in the record?

6 MR. GRAHAM: It's not in any testimony and  
7 I didn't tender it.

8 **THE WITNESS: I referenced it in my**  
9 **testimony, but it was not attached to that testimony.**

10 JUDGE DIPPELL: Okay. I just wanted to  
11 make sure.

12 And is the currently effective tariff  
13 attached to anyone's testimony?

14 MR. GRAHAM: I don't believe so, Judge.

15 JUDGE DIPPELL: Would there be any  
16 objection to the Commission taking administrative  
17 notice?

18 MR. FISCHER: None from the Company.

19 MR. GRAHAM: No. In fact, I was about to  
20 make a motion to that effect.

21 JUDGE DIPPELL: Okay. I'm going to go  
22 ahead and give that an exhibit number just so that  
23 it's clear in the record. So that would be  
24 Exhibit 109. I'm just going to put it under Staff's.

25 //

1 (Whereupon, Exhibit No. 109 was accepted  
2 under administrative notice)

3 JUDGE DIPPELL: And I'm going to ask Staff  
4 if they would be kind enough to pull the -- a copy of  
5 that and get me a copy of that. If you could send  
6 that to exhibits@psc.mo.gov.

7 And Mr. Cunigan, I believe that concludes  
8 your testimony and you can step down.

9 **THE WITNESS: Thank you.**

10 JUDGE DIPPELL: So with that, we've heard  
11 all of the evidence.

12 I did want to also clarify, Mr. Fischer, if  
13 you could send that corrected copy of your opening  
14 statement as it was presented? If you could also  
15 email that to exhibits@psc.mo.gov? Then we'll have  
16 in the record the exact thing that was shown on the  
17 board.

18 MR. FISCHER: Oh, okay. So I should make a  
19 correction. My copy was not the corrected version.  
20 I'll send you the corrected version.

21 JUDGE DIPPELL: Yes, send that to the  
22 exhibits email.

23 MR. FISCHER: Right, okay. One more time,  
24 that address?

25 JUDGE DIPPELL: It's exhibits@psc.mo.gov.

1 And if you would just copy counsel on that.

2 MR. FISCHER: Sure. Thank you.

3 JUDGE DIPPELL: And Mr. Graham as well,  
4 when Staff submits the tariff.

5 Okay. With that, I believe all of the  
6 exhibits have been admitted that were offered. We  
7 have a hearing date -- I had asked for somewhat  
8 expedited transcripts for this because we were  
9 operating under an expedited procedural schedule. So  
10 I've asked the court reporter to get those  
11 transcripts to the Commission no later than  
12 April 9th. And I will get them in EFIS as quickly  
13 as -- after I receive them as I can.

14 We have a briefing -- we had done one round  
15 of briefs, so briefs are due on April 19th. Is  
16 counsel still -- is that still the schedule counsel  
17 is intending? I'm not seeing any....

18 MR. FISCHER: I wanted to take more time,  
19 your Honor, but we can live with that.

20 MR. GRAHAM: With the nature of this case,  
21 Staff does not want any more time than has been  
22 ordered.

23 JUDGE DIPPELL: Okay.

24 MR. GRAHAM: We want this moved along.

25 JUDGE DIPPELL: We'll keep it April 19

1 then.

2 MR. GRAHAM: That was not my personal  
3 opinion, though.

4 JUDGE DIPPELL: All right, is there  
5 anything else before we go off the record?

6 MR. FISCHER: I thank the Commission for  
7 your attendance today.

8 JUDGE DIPPELL: Thank you, Mr. Fischer.

9 MR. GRAHAM: Thank you.

10 JUDGE DIPPELL: Thank you, Mr. Graham.  
11 We can go ahead and go off the record.

12 (Adjourned at 12:04 p.m.)

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## REPORTER'S CERTIFICATION

I, CONNIE McCARTHY, a Certified Court Reporter, hereby certify that the witness in the foregoing deposition was by me duly sworn to tell the truth, the whole truth, and nothing but the truth in the within-entitled cause;

That said deposition was taken down in shorthand by me, a disinterested person, at the time and place therein stated, and that the testimony of the said witness was thereafter reduced to typewriting, by computer, under my direction and supervision;

I further certify that I am not of counsel or attorney for either or any of the parties to the said deposition, nor in any way interested in the events of this cause, and that I am not related to any of the parties hereto.

DATED: April 9, 2024



Connie McCarthy, RMR, CRR  
MO CCR 1435



<b>\$</b>	<b>10:15</b> 8:19	<b>3</b>	<b>8:00</b> 23:23
<b>\$93,000</b> 16:5 20:20,22,25 26:5, 23 27:5 30:15 31:11	<b>10:35</b> 8:21 47:8		<b>9</b>
<b>0</b>	<b>11</b> 38:5,13 76:6	<b>3</b> 5:1 37:20 39:2,5, 6,9,10 97:5	<b>9</b> 10:22 77:11
<b>0130</b> 101:7	<b>12</b> 99:3	<b>3/10ths</b> 13:23	<b>9.1</b> 15:17 50:9 77:4 78:3 101:3, 21
<b>0145</b> 97:6	<b>1200</b> 37:16	<b>30</b> 98:23	<b>9.13</b> 15:18
<b>0146</b> 97:6,7	<b>129</b> 101:7	<b>30-day</b> 21:22	<b>9.131</b> 26:16
<b>1</b>	<b>13</b> 75:11,13,25 76:12,15,25 77:10,25	<b>39B</b> 40:4,7	<b>90</b> 42:3 49:21 98:7
<b>1</b> 34:21 35:2,4,9, 12,15,16	<b>13.1</b> 83:4	<b>39C</b> 98:17	<b>93</b> 20:24
<b>1.4</b> 10:21	<b>13.8</b> 77:4 83:7	<b>3rd</b> 5:4	<b>99</b> 19:16
<b>100</b> 17:12,14 18:1 85:10 86:6,13,16, 17,24 88:14	<b>13.88</b> 26:21 30:2, 14	<b>4</b>	<b>9:02</b> 5:1
<b>101</b> 85:10 86:13, 16,17,25	<b>14</b> 76:14	<b>4</b> 37:22 39:2,6,9, 11	<b>9th</b> 27:13 100:16
<b>102</b> 85:11 86:6,14, 16,25	<b>1st</b> 43:24 89:3	<b>40</b> 21:9	<b>A</b>
<b>103</b> 94:22 95:15, 18,20	<b>2</b>	<b>4:00</b> 23:23	<b>a.m.</b> 5:1
<b>104</b> 94:23 95:15, 18,21	<b>2</b> 37:19 39:2,6,9, 10 69:7	<b>5</b>	<b>ability</b> 65:12,23 88:14 90:23 100:3
<b>105</b> 94:24 95:15, 18,21	<b>2018</b> 10:9 18:8 27:1 29:9,13 41:16,19 42:10 47:20 48:5,11 49:11,18 51:2,5 53:7 56:24 83:8 87:15,20 96:9,18 97:6 100:24 103:2	<b>5</b> 22:6 79:3	<b>absent</b> 51:18 79:14
<b>106</b> 108:4	<b>2022</b> 54:25 101:7	<b>50</b> 17:17,25	<b>absolutely</b> 34:4 83:16 92:12 105:12
<b>107</b> 68:9 73:16,18, 20 74:22,23 75:4	<b>2023</b> 27:1,13,14 29:4,12,13,16,17 43:24 44:6 53:19 70:20 88:25 89:2, 9 100:16	<b>6</b>	<b>accept</b> 70:21
<b>108</b> 74:18,22 75:5 81:4	<b>2024</b> 5:1,4	<b>6</b> 74:6,7,11,20	<b>accepted</b> 109:1
<b>109</b> 108:24 109:1	<b>23</b> 43:13,14	<b>7</b>	<b>access</b> 10:5 12:3, 4 15:13,16 25:9, 13 50:18 52:7 58:24 76:19 81:18 82:7 90:23
<b>10:00</b> 8:19	<b>25</b> 58:2 98:19,23	<b>7</b> 38:6,13 98:16	<b>accommodate</b> 11:11 17:4
<b>10:03</b> 47:5		<b>750</b> 58:15	<b>account</b> 99:10
		<b>8</b>	<b>accounting</b> 23:3 43:5 45:1
		<b>8</b> 38:14 101:6	<b>accurately</b> 62:18
		<b>8.3</b> 101:3,21	
		<b>8.8</b> 50:4	
		<b>8.84</b> 15:17 26:15	
		<b>85</b> 23:13	

<p><b>achieve</b> 28:18 42:2 49:21 57:12 62:12</p> <p><b>achieved</b> 56:15 63:22</p> <p><b>achieving</b> 18:3</p> <p><b>acronym</b> 9:18</p> <p><b>act</b> 63:19</p> <p><b>actual</b> 13:24 15:8, 19 20:1 49:22 75:17</p> <p><b>add</b> 81:21 86:17 88:8 90:14 104:23</p> <p><b>added</b> 19:13 50:20 63:2,8,9 65:19,21 76:20 97:12,17</p> <p><b>adding</b> 52:3</p> <p><b>addition</b> 50:19 85:16</p> <p><b>additional</b> 16:4 27:18,22 55:12 56:22 66:12 69:10 70:8,15 81:11 88:19 97:11,17</p> <p><b>additions</b> 23:6</p> <p><b>address</b> 9:23 13:9 14:9 24:20 25:3 26:7 32:14 37:13 62:8 65:13 88:20 109:24</p> <p><b>addressed</b> 25:22 29:1 33:9 73:12 85:16,21</p> <p><b>addressing</b> 25:3</p> <p><b>adjusted</b> 97:2</p> <p><b>adjustment</b> 11:13 23:12 54:9 55:19 59:18</p> <p><b>adjustments</b> 17:2 28:21</p>	<p><b>administrative</b> 108:16 109:2</p> <p><b>admission</b> 35:9 39:2</p> <p><b>admissions</b> 33:14</p> <p><b>admit</b> 35:14 39:9 70:18 86:22</p> <p><b>admits</b> 70:22</p> <p><b>admitted</b> 75:1</p> <p><b>admittedly</b> 66:6</p> <p><b>adopted</b> 25:15,24</p> <p><b>adopts</b> 51:11</p> <p><b>advance</b> 28:23 32:18</p> <p><b>advancing</b> 106:20</p> <p><b>advantage</b> 10:18 57:10</p> <p><b>advertise</b> 102:19</p> <p><b>advise</b> 25:25</p> <p><b>Advocates</b> 7:1</p> <p><b>advocating</b> 106:20</p> <p><b>affirmation</b> 62:13</p> <p><b>afford</b> 55:5</p> <p><b>agenda</b> 8:3,19</p> <p><b>agenda's</b> 8:20</p> <p><b>agree</b> 14:11,12,17 15:1 43:22 47:18 54:15 67:6 68:12 69:15,22 70:4,24 71:2 79:21 87:18 96:14 99:25 104:20</p> <p><b>Agreed</b> 77:2</p> <p><b>agreement</b> 13:12 32:11,24 33:1 79:12</p>	<p><b>agreements</b> 102:17</p> <p><b>agrees</b> 11:22 13:13,18 14:21 103:10</p> <p><b>ahead</b> 8:17,25 21:16 33:19 35:18 37:5 47:7 48:13 72:5 74:25 78:23 79:4 82:3 84:13 87:6 93:16,23 108:22</p> <p><b>aligned</b> 41:11 49:16</p> <p><b>alignment</b> 59:23</p> <p><b>aligns</b> 81:22</p> <p><b>alleviate</b> 90:25 91:2 92:10 97:23 99:6</p> <p><b>allocated</b> 46:9,25</p> <p><b>allocating</b> 12:16 41:3</p> <p><b>allocation</b> 16:15, 23 46:21,24 98:6</p> <p><b>allowed</b> 15:8 17:11,14 74:2</p> <p><b>allowing</b> 28:24</p> <p><b>alternative</b> 59:13 65:15 80:13</p> <p><b>alternatively</b> 12:20</p> <p><b>alternatives</b> 54:8 61:22</p> <p><b>amount</b> 25:18 29:10,13 44:16 47:24 48:1,3,6 64:9 76:18 92:4</p> <p><b>ands</b> 27:22 29:2</p> <p><b>anecdotally</b> 66:8</p>	<p><b>annual</b> 17:18 18:1</p> <p><b>Annually</b> 21:1,2</p> <p><b>answers</b> 35:1,2,4 38:22 67:19 86:6, 10 95:7,10</p> <p><b>anticipate</b> 67:8 71:8 73:2</p> <p><b>anticipated</b> 15:22 30:10 71:11,14</p> <p><b>anticipating</b> 56:20</p> <p><b>anyone's</b> 108:13</p> <p><b>apartment</b> 90:12</p> <p><b>apologize</b> 75:21</p> <p><b>appearance</b> 6:3,6</p> <p><b>appeared</b> 26:25 27:1</p> <p><b>appears</b> 24:17 26:25 27:2 30:21 105:6</p> <p><b>applicability</b> 77:2</p> <p><b>applicable</b> 14:23</p> <p><b>applicants</b> 6:8 9:5</p> <p><b>applied</b> 23:21 44:1</p> <p><b>apply</b> 56:1 72:25</p> <p><b>approach</b> 17:5 67:22</p> <p><b>appropriately</b> 97:10 102:24</p> <p><b>approval</b> 10:8 15:24 24:19 75:9 79:12 106:14</p> <p><b>approved</b> 14:2 53:10 81:16,24 101:6 102:14,15</p> <p><b>approves</b> 50:16</p> <p><b>approximately</b> 16:5</p>
--	--	--	--

<p><b>April</b> 5:1,4 29:15 43:24 89:3</p> <p><b>arbitrage</b> 25:1 90:9</p> <p><b>area</b> 16:12 66:4 82:23</p> <p><b>areas</b> 13:11</p> <p><b>argument</b> 25:18 30:23,24</p> <p><b>argumentative</b> 72:2</p> <p><b>array</b> 10:16,19</p> <p><b>asks</b> 24:24 26:2 31:25</p> <p><b>aspect</b> 64:17 83:25</p> <p><b>aspects</b> 43:6 58:20 66:3</p> <p><b>assault</b> 31:24</p> <p><b>asserted</b> 102:9</p> <p><b>asset</b> 43:6 45:17 46:13 99:8</p> <p><b>assets</b> 27:22 70:15</p> <p><b>assist</b> 18:2</p> <p><b>assuaged</b> 91:25 92:1</p> <p><b>assume</b> 52:14</p> <p><b>assured</b> 76:8</p> <p><b>attached</b> 107:6 108:9,13</p> <p><b>attack</b> 31:14</p> <p><b>attempt</b> 71:7</p> <p><b>attempting</b> 57:8</p> <p><b>attention</b> 40:11</p> <p><b>attributes</b> 58:15 89:25</p>	<p><b>authority</b> 16:11</p> <p><b>authorization</b> 62:13</p> <p><b>automatically</b> 17:4 59:16</p> <p><b>availability</b> 9:22 10:7 11:9,17 12:11 13:1 60:2 90:16</p> <p><b>average</b> 98:23 99:2</p> <p><b>avoid</b> 55:5</p> <p><b>aware</b> 16:1 59:22 60:2,20 61:18 67:20 76:4 84:1,2 89:11</p> <hr/> <p style="text-align: center;"><b>B</b></p> <hr/> <p><b>baby</b> 68:23</p> <p><b>back</b> 7:17 8:23 15:24 43:24 44:1 47:12 51:1 73:1 78:23 89:3 98:9 102:3 106:12 107:8,24</p> <p><b>back-bill</b> 44:17</p> <p><b>back-billed</b> 29:16</p> <p><b>bait</b> 57:9</p> <p><b>balance</b> 24:25 91:17</p> <p><b>balanced</b> 82:10</p> <p><b>base</b> 43:6 45:5 53:18,22,25 98:10</p> <p><b>based</b> 29:17 36:9 46:23,25 47:13 52:22 66:15 89:21 90:2 93:7 100:19 101:10,12,14,15, 25 107:19</p>	<p><b>basis</b> 19:21 31:17</p> <p><b>begin</b> 6:2 8:25 33:20</p> <p><b>beginning</b> 38:6 73:2</p> <p><b>behalf</b> 6:7 70:18</p> <p><b>belief</b> 35:6 38:24 86:11 95:11</p> <p><b>believes</b> 16:7,23 17:13</p> <p><b>bells</b> 28:8</p> <p><b>bench</b> 8:7 33:7 35:21 58:9 105:10</p> <p><b>benefit</b> 10:25 53:6, 7 68:7,13</p> <p><b>benefited</b> 65:1</p> <p><b>bill</b> 10:15 12:13 23:21,25 24:4 29:16 43:3 44:4</p> <p><b>billed</b> 16:18 43:24 89:9</p> <p><b>billing</b> 9:23 11:9, 12,20 12:14,22,25 14:9 17:3 24:21 25:2 27:2 29:15 40:4 54:13 55:7, 22 56:1,3,10 88:20 92:22 97:3</p> <p><b>bills</b> 17:2 23:10,14</p> <p><b>bit</b> 45:15 46:4 62:6,7 65:2 66:2 99:24</p> <p><b>blatantly</b> 27:7</p> <p><b>block</b> 9:21 11:11 15:11,12,14,17 20:16 26:15,20 27:2,19 29:3,6,10, 13,22 30:1,2,6,13 31:3,5,7,16 36:3,6 50:2,20 66:24 67:1,8 70:12,13</p>	<p>71:15 72:24 73:3, 4,7 75:12 76:3,18 77:3 78:2,5 79:10, 18,20 81:14 82:13,16 83:5 88:4 96:13 97:9 102:23 105:6 106:15 107:2</p> <p><b>blocks</b> 98:19</p> <p><b>board</b> 21:21 24:17 109:17</p> <p><b>Boiled</b> 24:2</p> <p><b>books</b> 45:4</p> <p><b>Brad</b> 13:3 17:8 20:2 21:9 37:15, 17</p> <p><b>Bradley</b> 36:24 37:8 97:5</p> <p><b>Brannan</b> 19:25 33:22,23 34:7,13, 14,19 36:1,16 43:9 66:2 73:13</p> <p><b>break</b> 8:20,21 23:4 47:7,12 74:15</p> <p><b>breaks</b> 22:24</p> <p><b>briefly</b> 49:5 80:23</p> <p><b>bring</b> 22:9 53:5 92:6 98:5</p> <p><b>brings</b> 99:4</p> <p><b>broadcasting</b> 5:12</p> <p><b>brought</b> 45:4 62:16</p> <p><b>build</b> 10:23 19:5 42:3,5,7,8,13 49:21 83:10 91:20</p> <p><b>building</b> 87:17 92:2 96:12</p> <p><b>built</b> 10:19 12:23, 24 29:14 49:23 56:9 96:14,19</p>
--	---	--	--

<p><b>bunch</b> 28:2</p> <p><b>business</b> 5:6,7 8:23 28:20</p> <p><b>buts</b> 27:23</p> <p><b>butts</b> 29:3</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>C&amp;i</b> 88:13</p> <p><b>C-E-D-R-I-C</b> 94:7</p> <p><b>C-U-N-I-G-A-N</b> 94:8</p> <p><b>calculating</b> 16:17</p> <p><b>calculation</b> 23:19 24:1,4</p> <p><b>call</b> 30:6 33:6 36:21,24 84:10 90:10 93:19</p> <p><b>called</b> 23:24 34:8 37:9 71:9 84:17 94:2</p> <p><b>calling</b> 72:1</p> <p><b>calls</b> 24:12 33:21</p> <p><b>cancellation</b> 12:7</p> <p><b>cap</b> 30:8,14 31:4, 8,9,10,16 50:22, 25 75:12,25 76:11 77:25</p> <p><b>capacity</b> 45:22</p> <p><b>captured</b> 36:3</p> <p><b>careful</b> 71:17,18</p> <p><b>carry</b> 51:21 56:21</p> <p><b>case</b> 6:8,11,23 9:19 11:4 12:19 13:12,21,25 15:25 22:24 23:3,9,14 24:9,19 25:17 28:14,15 29:7 31:11 33:11 34:21</p>	<p>37:18 40:25 41:6, 12,13,19 42:10 46:18,20,23 49:11 51:10,16,18,24 53:22 56:14 57:14 58:13 61:3 69:1 73:6 83:6 87:15, 20 91:11 96:9,16, 18 97:7 100:24 101:7 103:3</p> <p><b>cases</b> 41:2 51:25 81:19 102:3</p> <p><b>categories</b> 56:8 61:17</p> <p><b>category</b> 59:19</p> <p><b>caused</b> 37:17</p> <p><b>caveat</b> 7:4 21:23 86:8</p> <p><b>CCM</b> 19:7</p> <p><b>Cedric</b> 23:1 26:4 32:14 93:19 94:1, 7</p> <p><b>ceiling</b> 75:14 77:4</p> <p><b>cent</b> 77:25 83:4</p> <p><b>cents</b> 15:17,18 20:18,19 26:16, 17,21 30:3 50:4 75:11,25 76:6,12, 25 77:10 101:3,4</p> <p><b>certificate</b> 19:6 83:12</p> <p><b>certificates</b> 62:12</p> <p><b>chain</b> 18:19</p> <p><b>chair</b> 8:6 20:8,10, 11,15,24 21:1,3,6, 11 22:20 26:5 32:7,8,16,19 35:21,25 36:1,7 40:17,18,21,23 41:17,21 42:15, 18,20 43:12,14,16</p>	<p>49:8 51:10 58:9, 10,12,22 59:2 60:3,20 61:2,6,10 62:17,23 64:4 65:20 66:10 82:20 87:6,7,9,25 88:22 89:10,17 90:15 91:7 92:6,23 93:1 96:2,3 97:21 99:4, 15 100:6,24 103:6 104:10,14</p> <p><b>Chair's</b> 66:16</p> <p><b>challenge</b> 57:6</p> <p><b>chance</b> 66:14 68:20 69:5</p> <p><b>change</b> 15:14,22 16:2,5,8,9,11 20:18 26:18 27:6 28:2 30:11,12,23 38:3,21 40:25 41:6,18 50:14 52:25 55:11 67:3 72:23,25 73:6 81:18 82:8,17 86:9 87:14 88:9, 13,15 92:16 97:7</p> <p><b>changed</b> 73:5</p> <p><b>changing</b> 26:15 29:21 41:3 88:12</p> <p><b>channel</b> 5:13</p> <p><b>charge</b> 9:21 11:3, 5,13 14:22 15:11, 13,16 20:16 23:20 26:15 27:18,20 29:22 30:2,6 31:16 36:6 44:12 47:24 48:3,6,10 50:2 51:8 67:1,8 69:9 70:8,13 71:15,16,17,20 73:3,5 76:3,19,20, 21 79:10,19 81:11,14,16,18 82:6,7 83:5 88:4</p>	<p>97:9 98:25 101:25 102:6,23 106:16 107:2</p> <p><b>charged</b> 28:19 48:18 83:2 102:8, 10,11,12 103:4</p> <p><b>charges</b> 9:15 15:9 28:23 71:19</p> <p><b>charging</b> 85:17</p> <p><b>cheaper</b> 27:22 52:12,15 65:6,10, 16 70:15 82:19</p> <p><b>cheaply</b> 65:19</p> <p><b>chime</b> 8:1</p> <p><b>chosen</b> 96:23</p> <p><b>chunk</b> 98:25</p> <p><b>church</b> 7:17</p> <p><b>cited</b> 100:11,23</p> <p><b>City</b> 37:16</p> <p><b>claiming</b> 63:14</p> <p><b>clarification</b> 67:5 100:10</p> <p><b>clarified</b> 87:11</p> <p><b>clarify</b> 48:7 108:3 109:12</p> <p><b>clarifying</b> 105:13</p> <p><b>clear</b> 8:10 17:20 29:2 30:18 66:22 72:24 105:24 106:5,24 107:23 108:23</p> <p><b>clerically</b> 105:13</p> <p><b>clients</b> 33:6</p> <p><b>close</b> 34:2</p> <p><b>closer</b> 22:18</p> <p><b>cohort</b> 90:5</p> <p><b>Coleman</b> 8:16</p>
---	--	--	--

<p><b>combination</b> 104:20</p> <p><b>combined</b> 53:13</p> <p><b>Comm</b> 52:9</p> <p><b>comment</b> 108:5</p> <p><b>commercial</b> 61:7</p> <p><b>Commission</b> 6:22 9:3 11:22 12:15, 21 13:13,18 14:5 15:23 16:19 19:7 22:14 24:25 25:7, 11,14,17,25 26:2 29:21 31:20,25 33:1 35:21 47:13 48:22,25 50:16 51:11 54:15 55:23 67:14 75:9 77:1, 14,24 79:11 80:2 83:9,13 85:3 89:12,15 94:10,12 102:14 103:9,11, 18 105:16 106:13 107:14 108:16</p> <p><b>Commission's</b> 11:19 85:23</p> <p><b>Commission- approved</b> 16:10 44:11 81:23</p> <p><b>Commissioner</b> 7:20,21,24 8:5,7, 11,13,16 9:10 20:9 21:13 32:3,5, 12,21 43:18 66:13 93:3,8 96:1 100:8, 19</p> <p><b>Commissioner's</b> 36:9</p> <p><b>commissioners</b> 5:14 7:19 8:18 22:15,17,19 35:23 40:16 47:4 87:5</p> <p><b>commit</b> 98:20</p>	<p><b>commitment</b> 51:2 79:17</p> <p><b>common</b> 61:16</p> <p><b>communities</b> 61:20</p> <p><b>companies</b> 31:19 61:18 90:18</p> <p><b>company</b> 6:3 7:13 10:9,14,16 11:4, 15,21 12:2,7,24 13:8,13 14:12 15:22 16:3,7 17:23 18:7,22 19:5,12 22:23 30:11,20,25 32:24 33:21 34:8 37:9 42:2 43:23 44:10 45:5 47:23 48:2 52:2,9 55:5 56:15 57:2 66:23 69:18 70:4,18,22,25 71:3,11,14 73:6 74:10 76:1 79:16 83:10,11,25 92:13 97:8 101:11 102:10,22 106:20 107:9 108:18</p> <p><b>company's</b> 9:13 10:7,24 11:12 14:1 15:3 16:15 19:1 24:5 26:9,19 30:9 48:5 51:19 52:15,17 53:3,9 54:7 61:11 85:22 103:10</p> <p><b>company-owned</b> 10:17</p> <p><b>compelling</b> 33:11</p> <p><b>complained</b> 83:25</p> <p><b>complaint</b> 60:1,25 61:1</p> <p><b>complete</b> 11:3 16:4 35:5</p>	<p><b>completed</b> 45:14 81:17 89:2</p> <p><b>completely</b> 52:23</p> <p><b>completes</b> 84:5</p> <p><b>completion</b> 89:1</p> <p><b>complexity</b> 56:22 104:23</p> <p><b>complicated</b> 46:4 104:16,22</p> <p><b>complications</b> 11:21</p> <p><b>component</b> 10:6 23:21 36:4,6 50:2, 17,19 73:4 76:3, 18,22 79:20</p> <p><b>components</b> 23:9, 19 71:17 76:24 82:6</p> <p><b>conceptualization</b> 96:15</p> <p><b>conceptually</b> 54:19</p> <p><b>concern</b> 28:14,17 62:25 90:20,25 91:3,13,22,25 92:1 97:23</p> <p><b>concerns</b> 23:9,14 24:9 33:5 62:19 91:2 92:11 99:7</p> <p><b>concludes</b> 32:1 93:14 109:7</p> <p><b>conclusion</b> 31:24</p> <p><b>concrete</b> 64:11</p> <p><b>condition</b> 54:21 55:2 98:14,24</p> <p><b>condo</b> 90:12</p> <p><b>confers</b> 78:21</p> <p><b>confidential</b> 86:18</p>	<p><b>configuration</b> 12:13</p> <p><b>configure</b> 56:1</p> <p><b>conjecturing</b> 72:9</p> <p><b>conjunction</b> 64:22</p> <p><b>connect</b> 10:19</p> <p><b>connected</b> 45:7</p> <p><b>consideration</b> 23:16 80:2</p> <p><b>consistent</b> 55:18</p> <p><b>constrain</b> 65:23</p> <p><b>constrained</b> 65:9</p> <p><b>constraint</b> 45:24</p> <p><b>constraints</b> 62:2</p> <p><b>construct</b> 10:11</p> <p><b>constructed</b> 10:16</p> <p><b>construction</b> 9:14 15:19</p> <p><b>consume</b> 63:1</p> <p><b>consumed</b> 46:11 64:20</p> <p><b>consumer</b> 108:5</p> <p><b>consumers</b> 50:15 83:2</p> <p><b>consumption</b> 17:7,15,18 18:2</p> <p><b>contact</b> 6:9,14,22, 25</p> <p><b>contained</b> 29:23, 25 35:2 38:21</p> <p><b>contemplate</b> 52:2 82:13</p> <p><b>contemplated</b> 10:3 11:6 16:9 40:23 41:19,22 49:11 64:7 83:21 87:15,18,20 88:12,15,17,21</p>
---	--	--	---



96:9,16	22:1 81:8,13 109:13,19,20	<b>cover</b> 98:10	23:18 24:13 31:1 60:5,24 63:1,7,14, 20 64:1 65:13 72:10,12 82:8 89:18,22,24,25 91:21 98:9 99:2, 18,22
<b>contemplation</b> 41:23 42:1	<b>correction</b> 38:4 39:5 85:19 109:19	<b>covers</b> 23:7	<b>customer's</b> 14:17 17:17 23:25 25:1 54:20
<b>contest</b> 70:3	<b>corrections</b> 34:23 37:24 85:13 95:1	<b>create</b> 92:17	<b>customer-specific</b> 16:16 17:1
<b>continuation</b> 9:10, 11	<b>correctly</b> 68:18 69:11 70:16	<b>created</b> 42:5	<b>customers</b> 10:5,8, 10,25 11:23 13:15 14:16,18 15:1 17:11,13,20,25 18:2,24 19:11,13, 17,20 23:13,17 24:7,15,21 25:8 28:12,18,23,24 29:15 31:6,8,22 32:9 43:3,24 44:1, 3,17 46:14 52:6 53:10 55:1 57:2,8, 10,16,20 58:14, 15,17 59:3,5 61:4, 7,16,22 62:9,11, 21 63:6,11,19 65:18,22 66:24 67:7 75:14,25 76:2,4 82:4,11 83:25 88:13 89:3, 19 90:2,8,10,11, 17,22,23 91:13 92:3 96:24 97:24 98:3,8 99:12 100:4 102:7 103:6,7,12,20
<b>continued</b> 18:22	<b>cost</b> 11:1,5 13:24 15:8,12,14,17 18:9,12,13,16 19:5 26:20 27:20 30:2,13 36:2 48:19 50:7,20 52:11 53:8,13 56:23 66:3,4 70:13 73:7 76:17, 18 77:3,12 78:2,4, 5 79:20 81:14 82:16,19 83:14 96:21 97:7,11,15, 18,20 101:3,5,8, 14,22,23,25	<b>creating</b> 97:23 99:10	<b>customers'</b> 23:10, 14 31:3
<b>continues</b> 30:6	<b>cost-effective</b> 10:14	<b>credit</b> 23:20 24:7	<b>D</b>
<b>continuing</b> 52:6	<b>costs</b> 9:14 15:12, 19 18:10,15,20 19:3 20:1 31:7 49:23 53:6 60:8 64:8,12,13 81:17 102:20,24	<b>credited</b> 15:2 23:14	<b>data</b> 58:25
<b>contracts</b> 99:13	<b>counsel</b> 7:1 48:7 54:4 56:23 57:24 69:3 72:11 77:16 78:21,25 105:12, 20	<b>criteria</b> 45:3,10,13	
<b>contractual</b> 32:10 92:9 99:7	<b>count</b> 28:13	<b>cross</b> 7:10 105:9	
<b>contributed</b> 18:20	<b>couple</b> 7:22 17:9 75:7 100:20	<b>cross-examination</b> 35:10,19 39:3,13 47:13 66:15 86:21 87:2 95:16,24 100:18 105:25 107:19	
<b>convenience</b> 83:12	<b>court</b> 5:16,20,22 6:10,14 8:9 9:4,8, 16 36:17,20 68:7, 13	<b>cross-section</b> 59:1	
<b>conversation</b> 41:22		<b>cuff</b> 41:9	
<b>convoluted</b> 102:4		<b>Cunigan</b> 23:2 26:4 71:1 88:7,10,18 89:15 91:9 92:8 93:19 94:1,7 96:4 100:11,23 104:10 106:8 108:2 109:7	
<b>coordinate</b> 51:25		<b>Cunigan's</b> 26:8 43:22 60:23	
<b>coordination</b> 41:10		<b>curious</b> 59:2	
<b>copies</b> 21:19 74:16 79:2		<b>current</b> 12:12 14:3 15:2 16:23 17:16, 25 18:11 19:5 27:8 40:1 50:4,23 51:6,12 56:13 65:8 76:23 82:12 83:24 97:19 98:13 104:18	
<b>copy</b> 22:10 81:3 109:4,5,13,19		<b>cust</b> 97:12	
<b>corollary</b> 28:4		<b>customer</b> 10:10 12:8 13:8 18:23	
<b>correct</b> 6:14 36:5 38:23 40:13 43:13 50:5,6,12,17 53:1, 12,23 54:3,12 55:14,16 57:15,23 66:25 68:8,10 71:7,15 81:8 82:16 83:5,22,23 86:10 95:11 101:19 102:2,11 103:1,2 104:16 105:7,12			
<b>corrected</b> 21:20			

**date** 42:22 43:4,21  
44:2,6,15,20,24  
53:17,19 89:7  
100:16

**dates** 89:14

**day** 23:16,18,22  
69:1

**dead** 30:17

**dealing** 80:5

**December** 27:1  
29:9 47:20 48:4,  
11 56:16

**decide** 7:14 14:3  
24:25 54:16

**decided** 15:7  
17:10 19:9

**decides** 14:5  
16:19 55:23

**decision** 44:16  
55:19 59:9 105:16  
107:15

**decreased** 97:18

**default** 11:14  
12:12

**defer** 21:9 88:7  
89:14 91:8

**deferred** 99:16

**delay** 51:24

**delineate** 76:16  
82:7

**delineation** 71:19

**delivering** 44:9

**demand** 64:18

**demographic**  
58:25

**demographics**  
58:23

**demonstrative**  
21:17

**depending** 5:14  
23:18,21 32:25

**deployed** 42:4

**describe** 23:2  
58:15

**description** 105:5

**design** 99:5

**designed** 11:10  
18:9 62:1 87:21  
96:8

**designing** 96:10

**designs** 11:11

**desire** 11:19 61:12

**desires** 90:18

**detail** 88:11,19

**Details** 89:14

**determinants** 56:3

**determine** 11:23  
13:14 103:11,19

**determines** 25:7,  
12

**developed** 18:18

**developing** 80:13

**development**  
90:18

**devices** 5:25

**differences** 17:6

**differential** 11:14  
12:6 13:2 16:21  
25:5 55:24 59:6  
89:20 99:20

**differentiated**  
11:18,25 13:17  
14:8 55:7 103:14,  
21

**differently** 18:19

**differing** 96:15

**difficult** 12:18

**diligently** 10:9

**Dippell** 5:3,10  
6:13,24 7:18 8:4,  
13 20:7 21:12,15,  
25 22:4,9,13,18  
32:3,20 33:16,19,  
23 34:1,5 35:11,  
14,18 36:8,11,15,  
19,21,25 37:4  
38:10,15 39:4,8,  
12 40:15 43:17  
44:5,20,23 45:21  
46:1,15 47:2,11  
48:14 49:3 58:7  
66:12 67:23 68:1,  
3 72:5,19 73:19,  
24 74:5,10,14,19,  
24 77:18 78:20,23  
80:21 84:4,8,12  
86:15,22 87:1,4  
88:23 93:2,10,13,  
16,22 95:17,23  
96:1 100:7,17  
104:6,11 105:22  
106:4 107:18,22  
108:10,15,21  
109:3,10,21,25

**direct** 10:5,7 31:24  
34:20 37:18 60:24  
69:7 85:9 94:18,  
22

**directed** 40:10

**directly** 24:10

**disagree** 96:17

**disagreement**  
16:12

**disagreements**  
33:13

**disagrees** 16:9  
22:21

**disapproval** 75:10

**discuss** 14:10  
20:3

**dispute** 42:23 43:2  
69:17,25

**disputed** 77:25

**distinct** 52:20

**distribute** 21:23

**distributed** 34:17

**divide** 46:17

**doctrine** 28:3,9,  
16,22 31:13,19,23

**document** 68:20  
69:8,14,19 70:2  
73:8 105:4

**documents** 37:25  
38:21 78:19 79:2,  
7 85:14 95:3,6  
105:14

**driven** 54:12 61:21  
64:8

**dropped** 53:2

**due** 11:20 92:21

**duly** 34:9 37:10  
84:18 94:3

**duration** 32:11

**dynamics** 66:7

---

## E

---

**earlier** 26:19 31:6  
41:17 82:5

**early** 90:11

**easier** 92:17

**easy** 81:6

**economic** 28:20  
90:17

**Economist** 85:5

**Education** 58:22

<b>effect</b> 27:14 108:20	18:1 34:17 44:3, 10 46:6,7,11,22, 23 52:7 62:10,11 81:14 90:9 101:13,14	<b>essentially</b> 85:22 98:7	95:14,22 109:11
<b>effective</b> 27:14 29:8,11 39:20 78:8 100:15 108:12	<b>engaged</b> 90:11	<b>establish</b> 12:15 75:14	<b>evidentiary</b> 5:4
<b>effectively</b> 100:13	<b>Engineer</b> 94:13	<b>established</b> 19:15 45:13	<b>exact</b> 60:15 109:16
<b>efforts</b> 9:13 10:7	<b>engineering</b> 45:2, 9,18 89:1	<b>establishing</b> 10:9	<b>examination</b> 34:10 37:11 39:17 47:16 49:6 66:20 81:1 84:19 94:4 100:21 104:8 106:11,16
<b>EFIS</b> 107:1	<b>enroll</b> 27:10 31:18	<b>estimate</b> 26:23,25 30:7,10 49:18 51:3 75:18 77:15 78:7 79:9 80:6 101:10,15,20 105:5 106:15 107:1	<b>examined</b> 69:13 83:20
<b>elaborate</b> 49:14	<b>enrolled</b> 32:9	<b>estimated</b> 21:7 29:9,12 47:19 76:10 83:7 96:21 101:25 106:21	<b>examining</b> 36:18
<b>electric</b> 10:18 14:14,20	<b>enrolling</b> 10:10	<b>estimates</b> 57:7 101:13	<b>examples</b> 24:13
<b>electronic</b> 5:25	<b>enrollment</b> 63:23	<b>ET-2024-0183</b> 5:5	<b>exceed</b> 26:21 30:2 31:7 50:22 51:4 76:17
<b>electronically</b> 22:8	<b>ensure</b> 18:16 19:13,19 63:25 91:15	<b>EV</b> 38:6	<b>excess</b> 15:2
<b>element</b> 38:9 67:17	<b>ensuring</b> 91:20	<b>EV-ONLY</b> 85:17	<b>excuse</b> 15:17 30:9 51:15
<b>eligible</b> 82:23	<b>entered</b> 48:23 67:13 85:19	<b>evaluated</b> 45:19 92:19	<b>excused</b> 7:2,6
<b>eliminate</b> 12:12,14	<b>entering</b> 99:13	<b>Every</b> 5:6,7,8 6:8,9 9:1,6 10:21, 22 14:21 15:8,14, 16 16:8,23 17:12 27:7,11 29:14,18 33:20 34:16 36:12,18,21 37:16 40:4 41:2 45:22 46:12 72:8 82:23 87:2 90:5 91:24 93:7 95:24 98:16 100:15	<b>execute</b> 10:2 42:5
<b>eliminated</b> 19:11, 23	<b>entire</b> 57:11 63:2, 15	<b>Every's</b> 12:21 17:3 26:13 42:25	<b>executed</b> 10:14 51:21 54:14 55:9
<b>email</b> 71:6 109:15, 22	<b>entirety</b> 45:25 46:2 82:4,9	<b>evidence</b> 7:5 35:17 39:11 59:22 75:5 86:14,25	<b>executing</b> 44:13
<b>emphatically</b> 22:21	<b>entitled</b> 68:14		<b>exhibit</b> 7:9 21:17 22:5 34:21 35:2,4, 9,12,15,16 37:19, 20,22 39:5,10,11 60:18 68:9,12,25 69:2 73:16,18,20, 25 74:6,7,11,18, 20,22 75:4 79:3 80:1 81:10 85:10 86:24,25 94:22, 23,24 95:15,18, 20,21 105:7 108:4,22,24 109:1
<b>employed</b> 84:25 94:9	<b>entries</b> 6:2		<b>exhibits</b> 7:7,8 22:5 39:2,6,9 86:6,13, 16 109:22
<b>enable</b> 10:4	<b>environment</b> 90:13		
<b>encourage</b> 13:3 17:7	<b>envision</b> 41:5		
<b>encouraged</b> 31:17	<b>equal</b> 18:13		
<b>end</b> 27:5 31:1,2 54:25 89:2	<b>equivocate</b> 33:3		
<b>endeavor</b> 23:2,5	<b>ER-2018-145</b> 15:25		
<b>endemic</b> 24:16	<b>ER2018</b> 97:6		
<b>energy</b> 10:6,8 12:4 14:25 15:2 16:14 17:12,14,18,22	<b>ES&amp;G</b> 61:19		
	<b>essence</b> 24:2 30:22		



<p><b>exhibits@psc.mo.gov</b> 109:15</p> <p><b>exhibits@psc.mo.gov.</b> 109:6,25</p> <p><b>existing</b> 11:10 13:19 83:22</p> <p><b>expand</b> 9:22 11:16 13:1 14:6 16:19 19:3 55:23 65:9</p> <p><b>expanded</b> 14:13 56:17</p> <p><b>expanding</b> 61:3 62:19</p> <p><b>expansion</b> 13:7 14:1 18:6,12 19:2 52:24 55:8 88:8 91:19</p> <p><b>expect</b> 31:9 53:24 65:2</p> <p><b>expectation</b> 18:11 52:6 81:22</p> <p><b>expected</b> 18:19,21 57:25 58:1 98:22</p> <p><b>expecting</b> 41:14</p> <p><b>expense</b> 106:21</p> <p><b>expensive</b> 64:7, 13,14 65:15</p> <p><b>experience</b> 89:21 90:3 99:20</p> <p><b>expiration</b> 106:15</p> <p><b>explain</b> 19:25 51:9 54:5 91:24</p> <p><b>explains</b> 16:22 24:12</p> <p><b>explanations</b> 23:7</p> <p><b>exploration</b> 82:6</p> <p><b>express</b> 31:15 60:1</p>	<p><b>expressed</b> 64:1</p> <p><b>expression</b> 92:14</p> <p><b>extends</b> 38:14</p> <p><b>externals</b> 64:25</p> <p><b>extra</b> 68:3</p> <hr/> <p style="text-align: center;"><b>F</b></p> <hr/> <p><b>face</b> 31:23</p> <p><b>facilities</b> 52:3 53:21 88:9 92:15, 18 97:17,19</p> <p><b>facility</b> 10:15 11:1 13:25 15:9,20 19:6 20:1,21,23 21:7 36:3 41:1 42:23 45:23 48:24 55:12 56:24 57:25 64:6 82:13 83:10 89:13 91:21 96:19,22,23 101:10,17</p> <p><b>facility's</b> 102:20</p> <p><b>fact</b> 31:17 48:22 59:10 108:19</p> <p><b>factors</b> 64:25</p> <p><b>fail-safe</b> 63:3</p> <p><b>fair</b> 71:24 72:18 75:10</p> <p><b>fairly</b> 8:20 19:9 24:7 91:16</p> <p><b>falls</b> 98:9</p> <p><b>familiar</b> 66:3</p> <p><b>familiarity</b> 90:3</p> <p><b>FAQ</b> 60:13,15,16, 21 69:23 73:10</p> <p><b>FAQS</b> 60:5 71:10 74:11 82:2,9</p> <p><b>federal</b> 64:9,15</p>	<p>82:21,24</p> <p><b>felt</b> 63:17</p> <p><b>figure</b> 72:12,22</p> <p><b>figured</b> 78:25</p> <p><b>file</b> 5:5 6:23 92:13 97:8 102:22 106:25 107:4</p> <p><b>filed</b> 11:15 28:3,9, 16,22 29:18,20 31:13,18,23 37:18 50:10 79:25 85:6, 9 94:14,17 105:14,15 107:10</p> <p><b>filing</b> 22:8</p> <p><b>filings</b> 9:12</p> <p><b>filter</b> 61:17</p> <p><b>final</b> 9:14 11:4 15:19 42:9 43:25 44:15,21 48:1,16, 19 49:22 50:7,15 57:12 81:17 82:17 96:23 97:15 101:2,5,22 102:7, 19</p> <p><b>finalize</b> 42:13 49:24</p> <p><b>finalizing</b> 87:17 96:12</p> <p><b>finally</b> 13:6 19:8 79:9 96:14</p> <p><b>find</b> 49:19 52:7 65:10</p> <p><b>finding</b> 89:12,16 96:11</p> <p><b>fine</b> 58:11 106:9</p> <p><b>first-come/first-serve</b> 19:21</p> <p><b>Fischer</b> 6:4,5,7 7:16 9:2,4,9 20:8, 12,14,22,25 21:2,</p>	<p>4,8,14,15,19 22:2, 7,11 23:8 32:23 33:21 36:23,25 37:2,4,6,12 38:16 39:1 41:18 48:7 49:5,7 58:5 71:25 72:15 73:21 74:1, 14,17 77:16 79:1 80:22 81:2 86:19 87:3 93:9 95:19, 25 100:20,22 105:8,17 107:18, 20 108:18 109:12, 18,23</p> <p><b>Fischer's</b> 87:13 88:6 96:7</p> <p><b>fixed</b> 46:21,24,25 50:1,21 73:7 77:12</p> <p><b>flavor</b> 45:15</p> <p><b>flexibility</b> 52:10</p> <p><b>flexible</b> 62:7</p> <p><b>fly</b> 80:14</p> <p><b>focus</b> 26:11 28:11</p> <p><b>focuses</b> 26:8</p> <p><b>folks</b> 59:25 74:9</p> <p><b>follow</b> 7:9</p> <p><b>Force</b> 7:16</p> <p><b>forecasting</b> 30:7</p> <p><b>foreclosed</b> 67:14</p> <p><b>forget</b> 73:17 107:10</p> <p><b>form</b> 68:22,23 69:2 77:21 94:17</p> <p><b>format</b> 71:9</p> <p><b>formulating</b> 66:19</p> <p><b>forward</b> 19:18 42:14 51:22 72:23 73:7 76:8,9 77:12</p>
---	--	--	--

**found** 40:4 82:18  
**foundation** 72:3,5,  
 16  
**foundational**  
 69:16  
**fourth** 15:1 18:5  
**frankly** 18:24  
**free** 57:19  
**frequently** 27:17  
 62:16 68:16 70:1  
**front** 7:14 39:19  
 60:17 81:4 107:5  
**fudge** 33:7  
**full** 44:18 84:23  
**fully** 26:3 41:14  
 42:4,18 46:7,11  
 66:6 89:13 92:18  
 99:8  
**future** 9:25 13:7,  
 10 14:1 18:6,10  
 19:2 27:19 30:12  
 31:4,7 52:3,12,20  
 53:25 59:12 60:11  
 64:7 65:5,19  
 69:10 70:9 76:13  
 77:8 78:1 79:19  
 81:12,18 82:18  
 83:9 92:15 97:8

---

**G**


---

**gain** 42:12  
**gather** 40:19  
 47:21  
**general** 16:7 46:13  
 69:16 91:13  
**generally** 7:9  
 99:25  
**generating** 10:17  
 45:7 60:10

**generation** 15:3  
 45:12 60:10  
**give** 8:22 12:24  
 52:10 66:14 87:22  
 88:1,13 104:1  
 108:22  
**giving** 32:17  
**goals** 17:21 18:3  
**good** 5:3 6:4,20  
 20:11 22:11,15  
 31:19 37:15  
 40:21,22 87:7,8  
 96:4  
**grab** 75:22  
**Graham** 6:17,19,  
 20 22:14,15,19  
 32:4,8,12,17,23  
 33:3,18 35:13  
 36:9,10 39:6,7,14,  
 18 47:15,17 48:9,  
 21 49:1 58:4  
 66:17,18,21 67:24  
 68:4,6 72:3,6,18,  
 20,21 74:7,12,23  
 75:3,6 77:18,20,  
 23 78:17 79:4,5,6  
 84:10,13,14,20  
 86:13,20,23  
 93:12,19,23,24  
 94:5 95:14 104:9,  
 13 105:11,19,24  
 106:2,6,7 108:6,  
 14,19

**Graham's** 60:4  
**grants** 82:21  
**greater** 88:11,20  
**green** 62:10  
**Greenwood**  
 101:10,17 102:1  
**grid** 44:10 45:7  
**growing** 64:19

**grows** 13:8  
**guess** 59:1 73:24  
 74:21 91:6 102:9

---

**H**


---

**habit** 7:16  
**Hahn** 8:6 20:10,  
 11,15,24 21:1,3,6,  
 11 32:7,8,16,19  
 35:21,25 36:1,7  
 40:17,18,21,23  
 41:17,21 42:15,  
 18,20 43:12,14,16  
 49:8 58:9,10,12,  
 22 59:2 60:3,20  
 61:2,6,10 62:17,  
 23 64:4 65:20  
 66:10 87:6,7,9,25  
 88:22 89:10,17  
 90:15 91:7 92:6,  
 23 93:1 96:2,3  
 97:21 99:4,15  
 100:6  
**Hahn's** 22:20 93:8  
 100:25  
**hand** 33:24 53:2  
**handed** 68:8  
**handled** 16:14  
 55:17  
**hang** 30:24  
**happen** 69:22  
**hard** 34:1  
**hat** 30:24  
**Hawthorn** 10:17  
 11:2 15:19 20:16  
 29:14,15 36:2  
 42:18,22 48:23  
 50:18 52:12,18,  
 19,22 53:17,18,21  
 55:20 64:23 65:5,  
 9,11 81:15 82:12

83:11 88:23 89:12  
 101:3,24  
**Hawthorne** 9:14  
**hear** 5:20,23 33:4  
 84:21  
**heard** 22:22 60:25  
 67:19 91:24  
 106:22 109:10  
**hearing** 5:5,11,15,  
 25 7:2,3 8:23  
 19:24  
**heels** 29:4  
**helped** 43:9  
**hesitate** 28:1  
 39:14  
**high** 25:5 59:5  
 63:22 89:20 99:19  
**higher** 13:2 16:20  
 17:22 18:21,25  
 19:4 52:18 55:24  
 97:3  
**highest** 58:19  
**highly** 11:17,25  
 13:16 14:7 55:7  
 59:5  
**hold** 20:10 47:6  
**Holsman** 7:20,21,  
 24 20:9  
**home** 59:10,20  
 90:14  
**homes** 100:4  
**honor** 30:13 36:13  
 47:15 49:2 71:25  
 72:15 78:15 84:14  
 93:12,24 105:18  
**hook** 99:1  
**hope** 52:5  
**hour** 13:24 15:18  
 20:17,19 26:16,

17,21 30:3 50:5	21:5 27:21 51:7	<b>interaction</b> 25:6	<b>item</b> 24:1
<b>hours</b> 14:23	60:9,13 67:9,14	<b>interactions</b> 61:11	<b>items</b> 88:19
<b>housekeeping</b>	70:14 71:15 73:3	<b>interest</b> 10:10	<b>iterations</b> 79:8
105:1 107:3	79:19 81:15	13:8 18:23 31:5	
	102:16	59:23 64:1,8	
	<b>increases</b> 27:19	91:17	<b>J</b>
<b>I</b>	29:3,7 31:3,5	<b>interested</b> 12:3	<b>James</b> 6:7
	69:10 70:8 75:12	13:5 18:24 58:21	<b>January</b> 27:1,13
<b>idea</b> 25:17 49:16	81:12	59:5,12 61:7	29:11,17 43:11
75:22,23 97:18	<b>independent</b>	65:22 89:19,20	44:2,6,8,12,14
<b>identify</b> 8:8	46:20	90:8 99:19	45:8 88:25 89:9
<b>ifs</b> 27:22 29:2	<b>individual</b> 53:14	<b>interesting</b> 105:21	100:16
<b>impact</b> 16:17	<b>induce</b> 27:9	<b>interests</b> 91:23	<b>jargon</b> 23:4,24
<b>implement</b> 11:16	<b>inflation</b> 18:20	<b>interference</b> 5:19	<b>JE</b> 107:10
12:22	<b>inform</b> 57:7 82:4	<b>interim</b> 79:1 97:1	<b>Jim</b> 6:5 9:4 37:2
<b>implemented</b> 26:3	<b>information</b> 6:10,	<b>internet</b> 5:12	<b>join</b> 49:20 63:5
<b>important</b> 23:23	15,22 35:5 49:23	27:12 29:1 69:19	97:24 100:5
75:23 87:24 91:10	71:23	70:2,20 71:4,5,21,	<b>joined</b> 54:22,23
98:4	<b>informative</b> 75:19	23 72:14	64:2
<b>improper</b> 105:17	<b>infrastructure</b>	<b>interpret</b> 60:14	<b>joint</b> 104:14
<b>in-service</b> 42:22	10:19	<b>interpretation</b>	<b>judge</b> 5:3,11 6:4,
43:4,10,21 44:14,	<b>initial</b> 19:14 52:23	89:5	13,24 7:18,24 8:4,
20,24 45:1,6,11,	97:11 102:25	<b>interrupting</b> 75:21	11,13 9:2 20:7
13 53:17,19	<b>initially</b> 101:6	<b>introduce</b> 83:17	21:12,15,25 22:4,
<b>inadvertently</b>	<b>initiatives</b> 61:20	<b>introductory</b>	9,13,18 32:3,20
39:15	<b>inquiries</b> 12:8	63:15	33:16,19,23 34:1,
<b>inaudible</b> 39:14	<b>install</b> 27:21 70:15	<b>investing</b> 61:20	5 35:8,11,14,18
<b>incentives</b> 64:10,	<b>installing</b> 64:6	<b>inviting</b> 22:17,19	36:8,11,15,19,21,
15 82:22,24	<b>instances</b> 97:14	<b>involves</b> 16:13	23,25 37:4,6
<b>include</b> 14:14 38:8	<b>intend</b> 47:23 48:3	45:16	38:10,15 39:1,4,8,
55:24 85:17	<b>intended</b> 9:19	<b>issue</b> 15:7 16:13,	12 40:15 43:17
<b>included</b> 10:21,23	45:20 53:7 64:15	18 17:8 18:5 19:8	44:5,20,23 45:21
20:16 50:10	70:25 76:1 82:3	20:15 23:8 65:4	46:1,15 47:2,11
53:18,21	102:16,18	85:21 98:5 103:23	48:14 49:3,5
<b>includes</b> 82:12	<b>intent</b> 48:20 50:1	<b>issues</b> 12:18	52:21 58:7 66:12
106:14	51:5 57:11 102:6	13:20,21 14:3	67:23 68:1,3 72:5,
<b>inclusion</b> 43:5	<b>intention</b> 38:8	15:5 17:9 20:3	19 73:19,21,24
<b>incorporate</b> 9:25	48:5 101:25	26:7 32:25 33:2	74:5,10,14,19,24
<b>increase</b> 9:21 10:7		58:12 60:4 92:21	77:17,18 78:20,23
13:22 15:16 17:24			80:21,23 84:4,8,

16,22 95:17,23 96:1 100:7,17 104:6,11 105:8,22 106:4 107:18,22 108:10,14,15,21 109:3,10,21,25 <b>judged</b> 45:11 <b>junction</b> 8:2	<b>land</b> 10:17 <b>Lange</b> 22:25 23:6 24:18 84:10,16, 23,24 87:5,7 93:6, 13 96:6 97:22 98:5 99:5,16 103:23 104:3 <b>Lange's</b> 23:8 24:9, 11 <b>language</b> 24:21 25:16,19,22,25 39:23,25 40:11 52:8 60:15,17,19 65:8,14 75:8 79:15,16 88:13 91:19 106:13 107:25 <b>languages</b> 80:13 100:12 <b>large</b> 62:25 63:7, 19 91:21 99:12 <b>largely</b> 23:6 55:2 85:21 <b>larger</b> 10:25 <b>largest</b> 61:16 <b>late</b> 47:9 <b>law</b> 5:11 28:2 <b>laws</b> 28:6 <b>lay</b> 53:13 72:3,5 <b>lead</b> 89:24 <b>leading</b> 71:19,22 <b>lean</b> 34:2 <b>leave</b> 6:12 14:3 33:14 57:16,19 66:23 87:23 <b>leaves</b> 13:19 <b>left</b> 13:22 14:3 15:6 57:20 <b>legal</b> 16:10 23:3	28:17 67:15,16 <b>lend</b> 59:20 <b>letter</b> 30:17 <b>level</b> 17:16,24 41:9 55:1 58:22 <b>levelize</b> 53:5 <b>levelized</b> 101:14 <b>levels</b> 10:13 17:23 26:10 <b>levers</b> 28:8 <b>life</b> 20:21,23 21:6 57:24,25 58:1 98:22,23 99:8 <b>limit</b> 17:16 54:16 55:19 98:13 <b>limitations</b> 18:19 <b>limited</b> 12:5 67:12 100:3 <b>limiting</b> 12:11 <b>limits</b> 10:1 39:23 65:12 <b>linked</b> 59:16 <b>list</b> 42:3,19 88:16 108:4 <b>listened</b> 105:2 <b>listening</b> 8:3 <b>live</b> 32:25 80:3 90:12 <b>local</b> 59:18 <b>lock</b> 42:14 <b>long</b> 47:8 73:22 <b>longer</b> 73:6 75:19 99:1 <b>looked</b> 76:13 <b>lot</b> 41:13 42:6 59:11	<b>low</b> 11:14 12:6 <b>lower</b> 11:1 60:10 65:2 97:20 <b>lump</b> 90:6 <b>lured</b> 31:14 <b>Lutz</b> 13:4 16:22 17:8 20:2 36:24 37:8,15,17 39:3, 19 40:16,21 43:18,21 47:12 58:12 66:10 84:5 85:16 87:10,15 88:5,10,22,24 89:17 90:15 97:5 105:3 106:11 107:6 <b>Lutz's</b> 86:8 87:19 89:5 100:23 102:21
<b>K</b>			<b>M</b>
<b>Kansas</b> 37:16 <b>Kevin</b> 19:25 33:21 34:7,13 43:8 66:2 <b>key</b> 10:6 <b>kilowatt</b> 13:23 14:23 15:18 20:17,19 26:16,21 30:3,14 50:5 <b>kind</b> 24:13 34:2 42:9 45:16 56:11, 19 57:9 61:21 62:13 80:13 105:21 109:4 <b>kinds</b> 100:4 <b>knowledge</b> 35:5 38:23 86:11 89:23 94:21 95:11 106:25 <b>knowledgeable</b> 100:2 <b>Kolkmeier</b> 8:7			
<b>L</b>			
<b>L.K.</b> 84:16,24 <b>labeled</b> 79:3 <b>Labor</b> 64:13 <b>Lack</b> 72:15 <b>laid</b> 16:2 32:23 33:2 41:15 57:11			<b>made</b> 15:11 18:14 26:19 27:8 30:16 31:6,21 37:25 38:18 44:16 55:22 59:10 73:22 85:16 89:12,16 95:3 105:20 <b>Main</b> 37:16 <b>maintain</b> 54:25 <b>maintained</b> 77:3 <b>maintaining</b> 54:25 <b>major</b> 28:13,17 <b>make</b> 5:19 6:14 8:15,23 12:20,25 16:8,11 28:20 30:18 31:19 33:14 41:10 45:19 62:6 71:20 81:6 85:14 95:2 104:25 105:19 108:11,20

109:18	<b>mentioned</b> 60:24	<b>misunderstood</b> 77:13	<b>nature</b> 106:3,4
<b>makes</b> 26:18	<b>met</b> 10:14 45:13	<b>MO</b> 68:15 81:16	<b>nearby</b> 10:18
<b>making</b> 30:12 87:23 91:23 99:7 106:5	<b>meter</b> 14:17	<b>model</b> 101:14,16	<b>necessarily</b> 30:20
<b>MAN</b> 8:11	<b>metered</b> 14:14,19, 23	<b>modifications</b> 11:3	<b>necessity</b> 83:13
<b>manager</b> 34:17	<b>metering</b> 15:4	<b>modified</b> 18:6	<b>needed</b> 49:24
<b>mandates</b> 17:21 18:4	<b>method</b> 11:16 12:16 16:15,16, 23,24,25 56:19	<b>modify</b> 19:1 99:9	<b>neighborhood</b> 59:11
<b>manner</b> 46:12,16 56:2	<b>methodically</b> 55:10	<b>modifying</b> 104:18	<b>neighbors</b> 59:18
<b>manual</b> 17:1	<b>Metro</b> 5:6,7 6:9 9:6 10:21 40:5,8,12 41:2 46:17 68:15 98:16 100:15	<b>moment</b> 36:13 87:23	<b>net</b> 15:2,4 56:9
<b>March</b> 43:7	<b>mic</b> 34:2 67:25	<b>moments</b> 53:17	<b>non-approval</b> 106:14
<b>mark</b> 21:16 22:4,5 74:20 81:12	<b>microphone</b> 5:22 6:17 104:11	<b>money</b> 30:21	<b>non-residential</b> 17:10
<b>marked</b> 37:19,20, 21 74:6,18 94:21	<b>mind</b> 26:5,22 38:22 48:9 64:12	<b>month</b> 17:2 25:19 46:24	<b>nonparticipant's</b> 91:23
<b>market</b> 18:18 42:12	<b>mindful</b> 92:3	<b>monthly</b> 9:23 40:3	<b>nonparticipants</b> 91:18
<b>material</b> 18:20	<b>minimum</b> 23:3 25:18 98:21	<b>months</b> 97:2 99:3	<b>nonres</b> 88:15
<b>materials</b> 64:14	<b>minor</b> 19:9	<b>moot</b> 13:21 85:22, 23	<b>nonresidential</b> 10:1 17:13,17,19, 25 18:2 19:11 61:4,11,22 62:25 63:7,14 88:16 90:16,22 92:10 97:24 98:8,18 104:21
<b>matter</b> 5:5 43:9 63:25 67:15,17 105:12 107:2	<b>minute</b> 9:10 14:10 20:12 22:23 40:19 78:15,17	<b>morning</b> 5:3,17 6:1,4,20 20:11 22:15 37:15 40:21,22 85:19 87:7,8 96:4	<b>noted</b> 82:5
<b>matters</b> 88:19	<b>minutes</b> 79:24	<b>motion</b> 108:20	<b>notes</b> 20:13 87:23
<b>means</b> 19:19 27:4 44:24	<b>mislead</b> 57:2	<b>move</b> 7:14 39:2	<b>notice</b> 28:23 32:18 108:17 109:2
<b>meant</b> 71:21 72:8	<b>missed</b> 8:16	<b>movers</b> 90:11 100:1	<b>noticed</b> 21:20
<b>measurements</b> 45:18	<b>Missouri</b> 5:6,7,8 6:8,9,21 7:1 9:6 10:20,21,22,24 37:16 81:19 85:2 94:10	<b>moving</b> 46:23	<b>nub</b> 29:24
<b>meet</b> 10:4,23 52:10	<b>mistake</b> 21:20	<b>multiple</b> 83:19 88:2	<b>number</b> 15:25 26:6 38:11 40:7 46:5 48:16 51:3,4 55:5 59:18 62:1 74:8 76:6,13 98:16,17 107:12, 13 108:22
<b>megawatts</b> 10:21, 22,23	<b>misunderstanding</b> 30:19	<b>mute</b> 6:1	
<b>memorialize</b> 42:11		<b>muted</b> 5:18	
<b>memorializes</b> 41:22		<hr/> <b>N</b> <hr/>	
		<b>Nancy</b> 5:10	



<p><b>numbered</b> 85:9, 10,11</p> <p><b>numbers</b> 7:9 52:22</p> <hr/> <p style="text-align: center;"><b>O</b></p> <hr/> <p><b>O&amp;m</b> 36:2</p> <p><b>O-146</b> 15:25</p> <p><b>object</b> 73:21 74:4 105:8</p> <p><b>objected</b> 72:11</p> <p><b>objection</b> 35:12 39:5 58:4 71:25 72:15,19 73:20,25 74:1,6,12 75:2 77:21 86:16,19 95:18,19 105:23 108:16</p> <p><b>objections</b> 7:5 58:14</p> <p><b>observed</b> 12:7 45:17</p> <p><b>occasion</b> 48:16,17</p> <p><b>occur</b> 40:24 45:14</p> <p><b>occurred</b> 88:9</p> <p><b>off-peak</b> 16:14,17 17:6 23:7 56:6,7</p> <p><b>offer</b> 35:8 38:4 41:24 43:1 63:3 64:23 66:9 73:17 74:3 86:13 95:14 106:3</p> <p><b>offered</b> 24:15 43:4 52:9 60:17 68:25 69:23 74:10,22 77:5</p> <p><b>offering</b> 80:11</p> <p><b>Office</b> 6:25</p> <p><b>offset</b> 64:16</p>	<p><b>oftentimes</b> 44:25 45:3</p> <p><b>older</b> 59:10</p> <p><b>ongoing</b> 18:16 36:2</p> <p><b>online</b> 5:17 8:12 32:6 35:23 43:19 93:4 100:9</p> <p><b>open</b> 52:1 66:23 90:21</p> <p><b>opening</b> 8:25 22:13 26:7,10 28:7 33:10 41:17 60:4 79:2 87:13 88:6 96:7 109:13</p> <p><b>operational</b> 43:11 44:2,9 88:25 89:13</p> <p><b>opinion</b> 44:25 89:6 96:15</p> <p><b>opportunities</b> 13:9 25:2</p> <p><b>opportunity</b> 7:5 14:19 55:5 61:24 62:5</p> <p><b>opposes</b> 27:5 28:2</p> <p><b>option</b> 12:7 13:5 14:15 19:3 25:13 54:18 62:16 65:14 99:12,13</p> <p><b>optional</b> 90:6,7</p> <p><b>options</b> 12:10 13:2 24:15 25:1 55:18</p> <p><b>order</b> 7:10 25:14, 16 26:2 27:9 42:10 48:23 56:12,21 57:2,5 63:6,11,13 64:2 90:19,24</p> <p><b>ordered</b> 48:22</p>	<p><b>orders</b> 67:13</p> <p><b>original</b> 10:3 11:6 18:13 19:12 41:15 47:19 48:4 51:2,5 55:20 77:5 83:3 96:18,20 102:6,17</p> <p><b>originally</b> 53:6 64:8 98:2</p> <p><b>output</b> 12:16 56:2</p> <p><b>overlap</b> 90:2,9</p> <p><b>overwhelm</b> 90:22</p> <hr/> <p style="text-align: center;"><b>P</b></p> <hr/> <p><b>p.m.</b> 23:23</p> <p><b>packaged</b> 55:16</p> <p><b>paid</b> 46:9 89:3 96:25</p> <p><b>panels</b> 59:13 90:14</p> <p><b>parallel</b> 15:3</p> <p><b>parameters</b> 45:3 49:18 87:16 96:10</p> <p><b>paraphrasing</b> 60:9</p> <p><b>pardon</b> 92:14</p> <p><b>part</b> 15:9 22:25 23:1,9 24:9 55:4 58:12 60:11 61:2 65:3 75:20</p> <p><b>participant</b> 17:3</p> <p><b>participants</b> 12:3, 5 17:20 18:17 19:17,20 25:13 27:9 52:21,22 53:7 55:20 91:18 98:18</p> <p><b>participants'</b> 14:24</p> <p><b>participate</b> 11:24 13:15 14:16 16:20</p>	<p>25:9 61:12 62:10 65:24 103:12,20</p> <p><b>participating</b> 7:3 18:24</p> <p><b>participation</b> 8:1 10:1 14:6 19:19 23:10,15 24:8 44:19 52:21 59:24 62:14</p> <p><b>particularity</b> 88:20</p> <p><b>parties</b> 7:6,10,12 16:1 66:14</p> <p><b>partition</b> 39:24</p> <p><b>parts</b> 22:24</p> <p><b>passed</b> 79:1</p> <p><b>passes</b> 75:23</p> <p><b>past</b> 80:16</p> <p><b>path</b> 12:19 41:16</p> <p><b>patience</b> 79:5 80:19</p> <p><b>Paul</b> 6:20 22:15</p> <p><b>pause</b> 78:15,16,24 93:18</p> <p><b>pay</b> 31:10</p> <p><b>paying</b> 31:1 44:17</p> <p><b>peak</b> 11:13 16:13, 17 17:6 23:7,12, 24 24:5 54:8 55:19 56:6 59:5, 17 89:20 99:19</p> <p><b>penny</b> 13:23 21:5</p> <p><b>people</b> 59:3 69:20 100:1,2</p> <p><b>percent</b> 17:12,14, 17 18:1 19:16 23:13 42:3 49:21 88:14 98:7,19</p> <p><b>percentage</b> 58:19</p>
---	---	--	--

<b>percentages</b> 47:1	31:1,12 32:1	<b>premise</b> 59:15	60:20 64:24 65:25
<b>performance</b> 45:18	39:23 48:3,5 51:7	<b>preparation</b> 72:17	79:17
<b>period</b> 19:10,13, 22 21:22 23:23,24 24:2 25:5 27:22, 24 29:3 65:7	53:4 55:17 65:16	<b>prepared</b> 34:20	<b>problem</b> 20:14
<b>periods</b> 12:17	69:18 72:18 73:11	85:6 94:14	24:16,20 61:25
56:6 59:20	79:14 91:10 92:2	<b>present</b> 7:4,5 22:7	80:20
<b>person</b> 63:5 71:22	97:4 99:12 105:19	24:6 51:4 77:11	<b>proceeding</b> 9:9,11
<b>persons</b> 72:25	<b>points</b> 31:2 33:9	<b>presentation</b>	60:18,21 85:7
79:17	<b>policies</b> 28:5	21:16 24:11	94:15
<b>perspective</b> 12:21	<b>policy</b> 13:19 25:8	<b>presented</b> 7:10	<b>proceedings</b>
13:19 45:10 54:20	28:11,12,14,17,21	55:18 57:6 109:14	78:16 93:18
85:22,24 87:12	31:13	<b>presenting</b> 19:24	<b>process</b> 16:2,4
101:2 103:10	<b>portfolios</b> 61:8	24:19	41:14,15 42:6
104:2	<b>portion</b> 85:20	<b>presiding</b> 5:11	45:9 49:10,14
<b>phrase</b> 38:6 45:2	<b>position</b> 6:10	<b>previously</b> 41:19	57:11
<b>piece</b> 50:19	17:16 24:3 34:15	64:8 87:14	<b>processes</b> 41:11
<b>pilot</b> 15:23,24	85:4 94:11 103:9,	<b>price</b> 20:17 42:9	42:11 62:3
<b>place</b> 13:20 14:4	18 104:2 105:21	43:25 44:18 47:18	<b>produced</b> 16:5
44:11 54:23 62:3	<b>possibility</b> 52:3	48:8,16,18,20	46:22
100:3	66:23	50:13,15 52:18,25	<b>production</b> 14:25
<b>placed-in-service</b>	<b>possibly</b> 9:22	53:2 57:12 64:6	56:8 101:13
89:7	11:16 59:7	65:1 96:23,24	<b>products</b> 34:17
<b>places</b> 83:19	<b>posted</b> 27:11	102:6,8,10,11,12,	<b>Professional</b>
<b>plan</b> 8:19 17:3	<b>posting</b> 70:2	16,18,20 103:3	94:13
23:12 24:3 25:13	<b>potential</b> 24:21	105:5	<b>program</b> 9:13,17
28:24 38:7 47:25	<b>potentially</b> 41:4	<b>prices</b> 18:21,25	10:6,20 11:24
49:17	92:8	41:6,10	13:7,16 14:2,6,13
<b>planning</b> 30:11	<b>power</b> 23:17,19,22	<b>pricing</b> 9:21 10:3	15:23 16:15 17:7
<b>plans</b> 24:22,23	24:1,4	15:21 16:2,9	18:12,23 19:2,15
25:6,10 28:20	<b>practical</b> 16:24	26:10,12,14 42:13	23:11,16 24:8
30:12	67:15	44:15 49:24 50:1,	26:14 27:9,10
<b>plant</b> 11:2 29:14	<b>practice</b> 24:6	18 51:13,22 52:20	31:15,18 42:1
42:24,25 88:24	<b>pre-prepared</b> 71:3	53:13 55:11 57:9,	44:13 49:19,20
<b>play</b> 54:24	<b>prefer</b> 7:17 65:17	13 66:7 67:2	52:4 54:23 57:3,
<b>pleadings</b> 6:23	<b>preferred</b> 41:16	75:12,17 83:18	16,18,21 58:16
<b>point</b> 30:21,25	<b>prefiled</b> 7:8	87:18 96:12	59:14 60:6 61:3,
	<b>preliminary</b> 42:6	101:12	23 62:1,3,7,20
	<b>premarked</b> 7:7,8	<b>primarily</b> 12:3	65:8,24 66:25
	34:20	<b>primary</b> 14:17	67:7 73:1 79:18
		<b>principally</b> 11:20	82:10,12 84:1
		<b>prior</b> 28:18 30:16,	87:16,21 89:20
		17 43:15 54:23	90:7,16,21 91:14,
			19 92:15,16,18
			96:8,11,18 98:6,7,

8 99:6,9,10,14 100:5 101:12 104:15,19,24 105:6	<b>proposition</b> 69:18 70:4	73:22 74:2,11 96:23 97:1 108:24	64:21
<b>programs</b> 46:9,13 61:13 62:11 65:10 90:6 92:13	<b>prospective</b> 28:23 72:9 75:14	<b>putting</b> 59:12	<b>quo</b> 55:1
<b>progressed</b> 80:11	<b>protect</b> 63:21	<hr/>	<b>quote</b> 28:22
<b>prohibition</b> 28:4, 10	<b>protected</b> 91:24	<b>Q</b>	<b>quoting</b> 97:5
<b>projects</b> 9:25	<b>protection</b> 63:4	<hr/>	<b>R</b>
<b>promise</b> 26:19,20 27:7,10 30:1,5,14, 16 31:6,21 51:6 77:7	<b>prove</b> 45:10	<b>Q-AND-A</b> 27:16 79:15	<b>raise</b> 33:24
<b>promised</b> 30:8	<b>proved</b> 48:16	<b>qua</b> 30:22	<b>raised</b> 58:8 60:4 73:11
<b>promises</b> 28:13 31:20	<b>provide</b> 28:22 52:8 57:6 71:8	<b>qualified</b> 78:6 85:15	<b>raises</b> 91:10
<b>proof</b> 106:3	<b>provided</b> 24:20	<b>quarrel</b> 69:17	<b>raising</b> 66:24
<b>properly</b> 11:22 13:14 56:9 103:11,19	<b>provision</b> 12:22 14:9 18:14	<b>question</b> 20:10 22:20 28:25 32:9, 13,22 36:1,9 46:8 49:8,9 53:16 57:23 64:4 69:9, 16 70:1,10,19 71:2,5,12 72:7,13 77:22 81:12 82:20 91:4,5,9,10 92:7 97:21 98:12 99:5, 16 100:25 103:5 104:3 105:25	<b>rate</b> 11:11,14 12:1, 5,6,9,11,12 13:2, 17 14:14,20 15:3 16:8 23:12 24:3, 22,23 25:6,9,13 28:3,9,16,22 29:7 31:5,13,18,23 40:24 41:6,12,13 43:5 44:12 45:5 46:18,20 50:3,4 51:10,16,18,24 53:18,22,25 54:8, 9,10,13,16 55:3 58:14 59:18 66:24 72:24 76:9 81:19 82:14 96:18 97:2 98:10 103:14,21
<b>proposal</b> 24:24 41:5 51:12,19,20 52:16,17 53:3,4,9 56:18 83:22	<b>provisions</b> 11:9 14:1 20:4 40:4 54:13 88:21 92:22	<b>questioning</b> 58:8 79:23 83:1 104:17 105:2	<b>rate-making</b> 28:5, 10
<b>proposals</b> 56:15	<b>PSC</b> 23:4 81:16 84:17 94:2	<b>questions</b> 8:2 20:5,8,13 21:13 27:17 32:2,4,5,21 33:5 35:20,22 36:14 38:20 40:15,18 42:15 43:18 47:3,14 49:17 58:8 66:13, 16,19 67:18 68:16 70:25 71:8 77:19 78:25 82:3,5 86:4 87:4 93:3,6,8 95:5 96:2,5 100:8,19 105:10 107:17	<b>rates</b> 9:24 11:13, 18 13:23 14:4,8, 15 16:21 20:2 28:19 31:3 41:3 54:24 55:24 56:4, 5 59:6 60:13 89:21 91:16 96:23 97:10 99:20 102:24
<b>propose</b> 85:25	<b>PSCMO</b> 98:16	<b>quick</b> 98:15	<b>read</b> 28:16 39:23 68:18 69:11,20 70:6,10,16 73:16
<b>proposed</b> 11:3 13:6 15:23 18:7 19:11 24:6,14 25:3,23,24 26:9, 11,13,18 27:3,15 29:6 31:4 65:13 73:5 75:8 78:10 83:6 88:3 96:19 97:10 102:24	<b>public</b> 6:21,25 28:5,11,12,14,17, 21 31:12 85:2 86:18 94:10	<b>quickly</b> 63:19	
<b>proposals</b> 56:15	<b>publication</b> 27:11 71:4		
<b>propose</b> 85:25	<b>published</b> 69:19 70:19		
<b>proposed</b> 11:3 13:6 15:23 18:7 19:11 24:6,14 25:3,23,24 26:9, 11,13,18 27:3,15 29:6 31:4 65:13 73:5 75:8 78:10 83:6 88:3 96:19 97:10 102:24	<b>pull</b> 98:14 104:11 109:4		
<b>proposes</b> 17:24 26:15	<b>purchase</b> 28:19		
<b>proposing</b> 15:14 16:25	<b>purpose</b> 15:21 31:18 40:13 45:4 75:13		
	<b>purposes</b> 16:14 46:5 47:20		
	<b>put</b> 22:4 26:22 28:25 38:2 45:9 49:17 71:21 72:7		



<p>81:6 82:9</p> <p><b>reading</b> 71:23</p> <p><b>ready</b> 74:24 75:11 84:8</p> <p><b>real</b> 98:15</p> <p><b>realize</b> 74:20</p> <p><b>realized</b> 97:16</p> <p><b>reason</b> 27:25</p> <p><b>reasonable</b> 71:22 91:16</p> <p><b>reasons</b> 27:6</p> <p><b>reassured</b> 76:8</p> <p><b>rebuttal</b> 37:19 38:5,13 60:24 80:12 85:10,17 94:18,22 97:4</p> <p><b>recall</b> 49:9,12 56:25 100:25 104:17 106:12</p> <p><b>receive</b> 18:22 44:3</p> <p><b>received</b> 12:8 15:23 22:22 35:16 39:11 71:5 75:5 86:25 95:21</p> <p><b>receives</b> 19:6</p> <p><b>receiving</b> 33:5</p> <p><b>recess</b> 47:10 78:17,22</p> <p><b>recognizes</b> 24:7</p> <p><b>recommending</b> 15:15</p> <p><b>record</b> 5:23 6:6,12 8:10 21:18 34:12 35:9 37:14 38:2 47:9 54:5 78:21, 24 105:21,23 108:5,23 109:16</p> <p><b>records</b> 45:5</p>	<p><b>recross</b> 36:8 47:6 93:7</p> <p><b>recruit</b> 42:12</p> <p><b>red</b> 79:25</p> <p><b>red-lined</b> 105:6</p> <p><b>redirect</b> 36:11 47:6 49:4 80:21 93:10 104:6 105:17</p> <p><b>reduce</b> 88:15</p> <p><b>reduced</b> 18:10</p> <p><b>reduction</b> 53:8</p> <p><b>reductions</b> 14:24 18:17</p> <p><b>refer</b> 9:15</p> <p><b>reference</b> 60:22</p> <p><b>referenced</b> 108:8</p> <p><b>referred</b> 23:8 86:5 102:22</p> <p><b>referring</b> 9:17 40:8 88:5 103:3 107:6</p> <p><b>refers</b> 106:21</p> <p><b>reflect</b> 6:6 9:13 11:4 13:24 15:8, 18 17:6 57:12 67:2 81:17 97:10 102:24</p> <p><b>reflected</b> 20:1 44:4 50:12</p> <p><b>reflective</b> 78:3</p> <p><b>regard</b> 31:2 88:8 107:23</p> <p><b>Regulatory</b> 5:11</p> <p><b>reiterate</b> 13:12</p> <p><b>rejected</b> 30:23</p> <p><b>related</b> 9:12 23:10 43:5,21 82:22 105:5</p>	<p><b>relative</b> 65:4,5</p> <p><b>rely</b> 59:8 75:16 76:2,11</p> <p><b>remain</b> 32:25</p> <p><b>remainder</b> 38:7</p> <p><b>remaining</b> 20:3</p> <p><b>remember</b> 22:20 42:21</p> <p><b>remembering</b> 62:18</p> <p><b>remote</b> 5:16 7:21</p> <p><b>removed</b> 31:8,9 77:25 79:10 85:19</p> <p><b>removes</b> 26:18 31:4 75:11 105:4</p> <p><b>reneges</b> 31:21</p> <p><b>Renew</b> 7:1</p> <p><b>renewable</b> 10:5,8 12:4 13:9 17:22 18:4 52:7 59:14 61:8,18 62:11,14</p> <p><b>repeat</b> 38:11</p> <p><b>repeatedly</b> 26:25 27:7</p> <p><b>reporter</b> 5:16,20, 23 6:10,14 8:10 9:4,8,16 36:17,20 68:8,13</p> <p><b>represent</b> 6:21</p> <p><b>representation</b> 31:15 41:25</p> <p><b>represented</b> 27:10 40:3</p> <p><b>representing</b> 9:5</p> <p><b>represents</b> 31:24 44:7,21</p> <p><b>request</b> 5:17</p> <p><b>requests</b> 15:16</p>	<p>25:11</p> <p><b>require</b> 17:1</p> <p><b>required</b> 10:11 51:23 55:6 98:20</p> <p><b>requirement</b> 57:17 98:2,4</p> <p><b>research</b> 27:20</p> <p><b>residential</b> 9:23 11:12,13 19:13, 17,20 23:12,13 25:4,5,8 54:8 58:19 62:21 63:18,22 64:1 90:23 98:3 99:2 104:21</p> <p><b>residential/ nonresidential</b> 63:12 104:15</p> <p><b>resource</b> 10:12, 15,24 11:1,5 12:16,23,24 14:25 18:9,12,14,21 19:4,6,15 42:4,7, 8,13 44:16,18 45:25 46:1,4,10, 20 48:19 49:22 50:2,21 52:12,18 56:2,7 57:12 58:2 63:2,10,15,16 64:24 66:5 70:14 75:18 81:15,17 83:18 87:17 96:12,13 98:20,22</p> <p><b>resources</b> 18:18 34:17 45:12 52:11 53:5 64:20 65:5, 19,21 82:18 97:12</p> <p><b>respect</b> 24:4,23 27:2 29:6 30:1 40:12 65:7 78:2 79:10 106:15 107:2</p> <p><b>respectfully</b> 16:8</p>
---	--	--	--

<p><b>respects</b> 65:4</p> <p><b>response</b> 28:21 33:4 90:19,24 105:11</p> <p><b>responses</b> 71:8</p> <p><b>restrictions</b> 13:20 14:4</p> <p><b>restricts</b> 18:11</p> <p><b>resulting</b> 19:16 20:19</p> <p><b>retail</b> 12:4</p> <p><b>retroactively</b> 43:23 89:3,9</p> <p><b>return</b> 47:6</p> <p><b>returned</b> 47:11</p> <p><b>revenue</b> 16:4 20:20</p> <p><b>review</b> 20:12</p> <p><b>revise</b> 9:20,24,25</p> <p><b>revised</b> 67:1 74:11 97:9 98:17 102:22</p> <p><b>revision</b> 13:6 73:10,22 74:2 83:17</p> <p><b>revisions</b> 10:2 11:8,15</p> <p><b>revoked</b> 30:5</p> <p><b>revokes</b> 31:5</p> <p><b>rider</b> 5:8 9:12,17 25:7 50:13</p> <p><b>rigor</b> 45:8</p> <p><b>risk</b> 63:13,18</p> <p><b>road</b> 27:5</p> <p><b>rocket</b> 28:13</p> <p><b>Roger</b> 6:7 9:4 36:19</p> <p><b>roof</b> 59:13</p>	<p><b>room</b> 5:21,25 8:24</p> <p><b>root</b> 61:15</p> <p><b>rough</b> 75:11</p> <p><b>roughly</b> 20:18,19</p> <p><b>RPKA</b> 24:3,22 39:24 54:5</p> <p><b>RPSC</b> 23:24</p> <p><b>RPTA</b> 23:11</p> <p><b>RTOU2</b> 25:4</p> <p><b>RTOU3</b> 25:5</p> <p><b>rule</b> 72:4 74:25</p> <p><b>ruled</b> 33:1</p> <p><b>rules</b> 28:17</p> <p><b>run</b> 47:8</p> <p><b>Rupp</b> 8:11 20:9</p> <hr/> <p style="text-align: center;"><b>S</b></p> <hr/> <p><b>sakes</b> 36:5</p> <p><b>Sarah</b> 22:25 84:10,16,24</p> <p><b>satisfied</b> 17:22</p> <p><b>save</b> 55:7</p> <p><b>savings</b> 65:18</p> <p><b>schedules</b> 12:1 13:17 103:14,22</p> <p><b>science</b> 28:13</p> <p><b>scope</b> 105:9</p> <p><b>screen</b> 9:20</p> <p><b>script</b> 22:16</p> <p><b>section</b> 11:9</p> <p><b>sectors</b> 90:1</p> <p><b>securitized</b> 14:22</p> <p><b>seek</b> 10:2 28:18 61:22</p>	<p><b>seeking</b> 10:5 19:1 46:18</p> <p><b>send</b> 109:5,13,20, 21</p> <p><b>senior</b> 34:16 94:13</p> <p><b>sense</b> 12:20 18:14 29:7</p> <p><b>sentence</b> 38:7</p> <p><b>separate</b> 52:19</p> <p><b>separately</b> 14:14, 19</p> <p><b>serve</b> 10:15,20 63:10 65:21 97:12</p> <p><b>served</b> 19:20 23:13 63:6,12 64:2</p> <p><b>serves</b> 19:18 28:22</p> <p><b>service</b> 6:21 11:25 13:16 24:22 29:15 42:24,25 48:24 50:18 76:19 82:7 85:2 88:24 89:13 94:10 103:13,21</p> <p><b>services</b> 15:13,15 81:18</p> <p><b>serving</b> 46:14</p> <p><b>set</b> 29:9,12 42:1,9 47:19 48:4,10 56:4 57:8</p> <p><b>setting</b> 96:10</p> <p><b>share</b> 14:24 65:18</p> <p><b>sharing</b> 53:6</p> <p><b>sheet</b> 40:4,7 98:17</p> <p><b>shoehorning</b> 92:15</p> <p><b>short</b> 8:20</p> <p><b>show</b> 103:17</p>	<p><b>shown</b> 21:21 109:16</p> <p><b>sign</b> 57:3</p> <p><b>signaled</b> 18:9</p> <p><b>signing</b> 31:14 76:5</p> <p><b>similar</b> 15:4 59:4 89:25</p> <p><b>similarities</b> 89:18, 22 99:18,22 103:6</p> <p><b>simple</b> 24:24 88:2</p> <p><b>simplicity</b> 25:2</p> <p><b>simply</b> 24:10 31:5 32:13 59:19</p> <p><b>sine</b> 30:22</p> <p><b>single-issue</b> 28:4, 10</p> <p><b>sir</b> 47:18 68:2,9 73:8 78:10</p> <p><b>sirens</b> 28:9</p> <p><b>sit</b> 20:6</p> <p><b>site</b> 45:16 89:1</p> <p><b>sitting</b> 33:7 78:18</p> <p><b>situation</b> 57:10 59:8</p> <p><b>situations</b> 59:20</p> <p><b>size</b> 63:10</p> <p><b>slides</b> 21:17,23</p> <p><b>slight</b> 13:22</p> <p><b>slightly</b> 9:20</p> <p><b>small</b> 50:19</p> <p><b>smaller</b> 61:17</p> <p><b>smoother</b> 13:1</p> <p><b>solar</b> 5:8 9:12,16, 21,25 10:11,15, 16,19,24,25 11:2, 5 12:16,23 13:24 14:12,25 15:9,11,</p>
--	---	--	--

<p>12,14,17,20,24  18:9,12,13,18,21  19:4,5 20:1,2,16  23:11,15 24:8  26:9,11,13,15,20  27:8,17,19 29:3,6,  10,13,21 30:1,2,6,  13 31:7,15 36:3,6  45:23,25 50:2,13,  20 51:8 52:3  55:12 56:2,24  59:12,23 60:10  61:23 62:15 64:6,  19 65:7 67:1,7,8  68:14 69:9 70:7,  12,13 71:15,20  72:24 73:2,4,7  75:12 76:3,18  77:3 78:2,5 79:10,  18,20 81:10,14,15  82:13,16,22 83:5,  10,24 89:19  90:14,21 92:2  96:13 97:9,12  98:19,24 100:3  101:10,17 102:23  105:6 106:15  107:2</p> <p><b>sort</b> 106:2</p> <p><b>sorts</b> 90:6,11</p> <p><b>sounds</b> 22:11</p> <p><b>spate</b> 94:6</p> <p><b>speak</b> 5:18,21  6:17 8:9 35:23  61:10 62:23 64:16  86:4 88:10,18  91:1 97:25 99:21  102:2 106:10</p> <p><b>speaking</b> 5:22  37:1 96:9</p> <p><b>speaks</b> 73:8</p> <p><b>specific</b> 12:4 24:1  25:16 38:9 39:25  91:9 100:12</p>	<p><b>specifically</b> 26:14  38:5</p> <p><b>specimen</b> 24:19  78:12 80:1,11  107:8</p> <p><b>speculating</b> 72:8</p> <p><b>speculation</b> 72:1</p> <p><b>speed</b> 106:9</p> <p><b>spell</b> 94:6</p> <p><b>split</b> 46:5</p> <p><b>spoke</b> 103:24</p> <p><b>SSP</b> 9:18,20 10:4,  6,20 11:6,17,24  12:2 13:2,7,15  14:2,6,17 15:10  16:10,19 17:3,11,  23 18:6,8,23  20:17 25:6,9,12  32:10 52:4 54:11,  13,16 55:23 57:16  58:14,16 59:4  61:3 90:16,24  92:9 97:24 99:19  103:7,13,20</p> <p><b>staff</b> 6:16,21 11:22  13:13 14:12,22  16:6,25 17:16  22:13,21 24:18,  20,24 25:2,15,21  26:1 27:5 28:2,7,  11 30:19,24 31:25  32:24 35:13,18  40:23 41:7 43:22  47:14 49:17 54:4,  15 56:23 62:19  74:5,17 80:11  84:10,17 85:2  91:1 93:11 94:2  102:9 103:18  104:7 107:9 108:3  109:3</p> <p><b>Staff's</b> 16:16 17:4,  15 22:25 23:1,3</p>	<p>24:3,24 25:24  30:23 41:5 56:18  84:9 89:5,6 90:20  91:1 93:17 95:15  103:9 104:2  108:24</p> <p><b>stand</b> 36:24 47:12  65:14</p> <p><b>start</b> 6:3,19 22:16  49:21 97:3</p> <p><b>started</b> 7:23 29:14  44:3,9,13 64:24</p> <p><b>starting</b> 38:6,13</p> <p><b>starts</b> 61:16</p> <p><b>state</b> 34:12 37:13  84:23</p> <p><b>stated</b> 6:11 28:14  31:16 81:25 87:14  96:8</p> <p><b>statement</b> 6:11  26:7 28:7 32:1  33:10 57:24 60:4,  12 71:24 75:10  79:2 88:6 103:9,  18 109:14</p> <p><b>statements</b> 9:1  41:18 43:22</p> <p><b>stating</b> 30:19</p> <p><b>status</b> 55:1,21  56:13</p> <p><b>stay</b> 7:13 41:11  57:18</p> <p><b>Steiner</b> 6:7 9:5  34:11 35:8 36:13,  19 60:8</p> <p><b>step</b> 11:6 21:16  36:16 109:8</p> <p><b>stepping</b> 75:21</p> <p><b>steps</b> 43:3 56:22  68:24 108:3</p>	<p><b>stick</b> 77:18,20</p> <p><b>stipulation</b> 102:17</p> <p><b>stipulations</b> 102:4</p> <p><b>stirred</b> 47:3</p> <p><b>stood</b> 62:2</p> <p><b>stop</b> 8:19</p> <p><b>streamline</b> 13:7</p> <p><b>struck</b> 38:8</p> <p><b>structured</b> 91:12</p> <p><b>stuff</b> 33:12</p> <p><b>style</b> 55:2</p> <p><b>subdivide</b> 56:7</p> <p><b>subject</b> 27:23  48:18 76:17 82:8</p> <p><b>subjected</b> 27:18  69:10 70:8 81:11</p> <p><b>submitted</b> 25:15</p> <p><b>subscribe</b> 14:19  17:11,14 19:14  58:16 59:4 88:14  98:19</p> <p><b>subscribed</b> 27:8  31:7,9,22 42:4,18  66:25 67:7 73:1  79:18 82:11 99:8</p> <p><b>subscriber</b> 58:20  83:24</p> <p><b>subscribers</b> 10:16  14:7 16:20 30:16,  17 31:14 42:3,12  44:12 47:21 49:19  54:21,22 55:17  75:15 79:17 87:16  96:11 97:13,19  102:7,18 104:21</p> <p><b>subscribing</b> 44:1</p> <p><b>subscription</b> 5:8  9:12,17,21 10:13  11:5 14:13 15:11,</p>
---	--	--	---

<p>24 17:23,24 18:25 20:2 23:11,15 24:8 26:9,10,11, 14 27:8,18,20 45:25 49:21 50:13 51:8,22 56:2 59:24 60:5 61:23 62:15 65:8 68:14 69:9 70:7,13 71:16,20 73:5 76:21 81:11 89:19 90:21 92:9 96:13 98:17</p> <p><b>subscriptions</b> 12:8</p> <p><b>subsequent</b> 56:21</p> <p><b>subsidies</b> 82:21</p> <p><b>substantially</b> 86:7 95:7</p> <p><b>substantive</b> 86:9</p> <p><b>successful</b> 19:16</p> <p><b>Suffice</b> 24:16</p> <p><b>sufficient</b> 19:14</p> <p><b>suggested</b> 67:2 83:3 96:6</p> <p><b>suitable</b> 78:13</p> <p><b>summarized</b> 90:20</p> <p><b>super</b> 56:6</p> <p><b>superimposed</b> 46:21</p> <p><b>supersede</b> 81:25</p> <p><b>Supply</b> 18:19</p> <p><b>support</b> 69:21,23</p> <p><b>supposed</b> 96:22</p> <p><b>Surely</b> 52:5</p> <p><b>surprising</b> 64:5</p> <p><b>surrebuttal</b> 37:21 78:12 80:12</p>	<p>85:11,15,20 94:18,23 107:7</p> <p><b>surveys</b> 90:4,5</p> <p><b>suspended</b> 80:6</p> <p><b>suspicion</b> 59:2</p> <p><b>sustain</b> 72:19 105:22</p> <p><b>sustainability</b> 17:21 18:3</p> <p><b>swinging</b> 80:15</p> <p><b>switch</b> 57:9</p> <p><b>sworn</b> 33:25 34:9 37:3,10 84:11,18 93:21 94:3</p> <p><b>system</b> 12:13,14, 25 17:4 43:11 44:3,9 45:6,19 46:22 55:6 56:1, 10 62:7 97:11 102:25</p> <hr/> <p style="text-align: center;"><b>T</b></p> <hr/> <p><b>table</b> 62:16 63:1,8 64:25</p> <p><b>takes</b> 40:19</p> <p><b>taking</b> 11:24 13:16 23:16 24:22 76:22 98:25 103:13,21 108:16</p> <p><b>tale</b> 29:8</p> <p><b>talk</b> 11:21 13:3,11 20:17 67:24</p> <p><b>talking</b> 48:8 50:7,9 66:4 74:21 105:4</p> <p><b>talks</b> 28:15</p> <p><b>tandem</b> 75:2</p> <p><b>tariff</b> 5:9 9:15,24 10:4,11 11:7,9,10, 15 12:6 14:1,20,</p>	<p>22 15:3,24 16:3, 10 18:8,11 20:3 24:6,21 25:16 26:13,18 27:1,2,3, 14,15 29:5,7,9,10, 12,13,17,19 30:4, 6 31:3,4,20 36:4 40:1,6,8,24,25 41:6,16,18,25 42:11,14 44:11,14 47:19 48:4,11 49:11,25 50:11, 23,25 51:6,23 53:10,13,15 56:24 57:13 65:8 74:2 75:8 76:4,23 77:1, 5,13,24 78:6,8 79:11,25 80:1,3 81:23,25 83:3,17, 18,22 87:14 88:3, 9,12 96:20 97:9 98:11,13,16 100:11,13,15 102:2,10,11,13, 15,23 105:3,14, 15,16 106:21,25 107:4,5,24 108:12</p> <p><b>tariffed</b> 54:14</p> <p><b>tariffs</b> 9:13,20 24:14,19 25:15, 20,23 26:1,2,20, 24 29:8,23,25 39:20 92:13 102:5 106:5 107:8,23</p> <p><b>team</b> 34:18</p> <p><b>technical</b> 16:13 17:8</p> <p><b>technologically</b> 90:10</p> <p><b>technology</b> 100:2</p> <p><b>tend</b> 90:6</p> <p><b>tender</b> 35:10 39:3 86:20 95:15 108:7</p>	<p><b>tenths</b> 21:4</p> <p><b>term</b> 45:6 98:18,21</p> <p><b>terms</b> 10:14 18:6 19:1,15 44:13 54:14 92:9 105:13</p> <p><b>terribly</b> 75:23</p> <p><b>testified</b> 34:9 37:10 84:18 87:15 88:24 94:3</p> <p><b>testifying</b> 77:16</p> <p><b>testimony</b> 16:22 24:11 26:8 32:15 34:20,24 37:18, 20,21 38:5,13 43:23 52:10 60:23 66:4 73:13 84:6 85:7,9,10,11,15, 17,18,20,21 86:5 87:13,19 88:6 89:6 93:14 94:14, 17,18,19,21,22, 23,24 96:7 97:4,6 100:24 102:21 105:7 108:6,9,13 109:8</p> <p><b>tests</b> 45:18</p> <p><b>thing</b> 14:11,21 29:25 63:21 74:21 92:17 109:16</p> <p><b>things</b> 26:22 33:13 42:10 47:8 55:9 57:5,7 61:21 64:9, 21 67:20 74:8 87:10 90:19 98:10</p> <p><b>thinking</b> 41:8 51:17 72:13</p> <p><b>thought</b> 18:15 32:23 33:11 41:13 62:19 77:14 87:20 101:6,7</p> <p><b>thoughts</b> 40:19 66:8</p>
---	---	--	---

<p><b>three-month</b> 19:10,12,22 21:21 98:2,3</p> <p><b>three-period</b> 56:5</p> <p><b>tightly</b> 27:25</p> <p><b>till</b> 8:21</p> <p><b>time</b> 8:22 12:15,24 16:11 18:15 19:14 23:16,18,21,22,24 24:2 27:15 39:24 40:20 48:3,6 52:1 53:9 55:12 56:6 60:19 63:5 65:7 69:18 73:17 74:9 76:5,10,12 81:5 83:15 85:1 92:5, 14 97:18 98:13 101:12,18 109:23</p> <p><b>time-of-use</b> 9:23 11:12,18,25 12:6 14:4,15 23:25 24:5,15 25:4,6 54:24 56:5</p> <p><b>timed</b> 55:9</p> <p><b>timeframe</b> 56:11, 19 92:19</p> <p><b>times</b> 7:19</p> <p><b>timing</b> 15:21 51:24 56:14 65:1 73:12</p> <p><b>title</b> 68:15</p> <p><b>today</b> 5:12 8:1,10 9:6,18 11:21 13:4 15:4 19:22,24 30:4,9 35:1 52:13 64:5 69:14 77:1, 25 88:3 95:6,12 106:14</p> <p><b>told</b> 76:11</p> <p><b>topic</b> 73:12</p> <p><b>total</b> 10:2 20:20 98:6</p>	<p><b>TOU</b> 12:9,12,17 13:2,17 14:8 16:21 55:7,24 59:6,16,20,23 89:20 90:7 99:20 103:7,14,21</p> <p><b>tracking</b> 107:12, 13</p> <p><b>traditional</b> 11:11</p> <p><b>training</b> 62:5</p> <p><b>tranche</b> 52:19,23</p> <p><b>tranches</b> 53:14</p> <p><b>transition</b> 13:1</p> <p><b>traverse</b> 41:11</p> <p><b>treated</b> 15:4 91:14,15</p> <p><b>treatment</b> 24:14</p> <p><b>trends</b> 18:9</p> <p><b>triggered</b> 76:12</p> <p><b>troubled</b> 33:4</p> <p><b>true</b> 35:4 38:23 44:18 51:5 78:3 81:20 86:10 95:10</p> <p><b>true-up</b> 9:14</p> <p><b>truncated</b> 92:19, 21</p> <p><b>turn</b> 26:4</p> <p><b>turned</b> 39:15</p> <p><b>two-period</b> 56:5</p> <p><b>two-step</b> 16:25 56:18</p> <p><b>type</b> 89:24,25</p> <p><b>types</b> 58:16 59:3,4 89:18,23 90:19 99:18,22</p> <p><b>typical</b> 71:9</p> <p><b>typically</b> 99:2</p>	<hr/> <p style="text-align: center;"><b>U</b></p> <hr/> <p><b>Uh-huh</b> 41:20 42:17</p> <p><b>unaffected</b> 52:24</p> <p><b>unambiguous</b> 29:2</p> <p><b>unambiguously</b> 31:21</p> <p><b>unassailable</b> 31:2</p> <p><b>unavailability</b> 12:9 62:20</p> <p><b>underlying</b> 28:5</p> <p><b>understand</b> 17:15 65:20 77:6,21 106:22</p> <p><b>understanding</b> 16:6 64:11 71:22 81:24 85:18 89:8 101:9,21,23 106:19</p> <p><b>understands</b> 12:2</p> <p><b>understood</b> 49:15 60:12 75:24</p> <p><b>unenroll</b> 32:10</p> <p><b>unfair</b> 24:13 39:22</p> <p><b>UNIDENTIFIED</b> 8:11</p> <p><b>unit</b> 10:18 83:14</p> <p><b>units</b> 60:10</p> <p><b>unsubscribe</b> 60:1</p> <p><b>unsubscribed</b> 98:9</p> <p><b>unused</b> 45:22 46:6</p> <p><b>unusual</b> 7:12</p> <p><b>update</b> 10:3 97:9 102:23</p>	<p><b>updated</b> 13:24 49:25 81:16 97:15</p> <p><b>usage</b> 16:17 17:12 23:7</p> <p><b>user</b> 92:10</p> <p><b>users</b> 61:12</p> <p><b>usual</b> 7:3</p> <p><b>utility</b> 14:22 99:14</p> <p><b>utilization</b> 46:19</p> <p><b>utilized</b> 46:8</p> <hr/> <p style="text-align: center;"><b>V</b></p> <hr/> <p><b>variable</b> 50:17</p> <p><b>vary</b> 23:20 62:9,14</p> <p><b>vehicle</b> 14:14,20</p> <p><b>versed</b> 66:6</p> <p><b>version</b> 22:1 40:5, 6,8 51:5 74:11 81:8,13 109:19,20</p> <p><b>versions</b> 86:18</p> <p><b>versus</b> 43:4 99:10</p> <p><b>view</b> 41:1 42:25 82:10 91:1</p> <p><b>violates</b> 27:7 28:3 31:23</p> <p><b>visit</b> 45:16 89:1</p> <p><b>visually</b> 45:17</p> <hr/> <p style="text-align: center;"><b>W</b></p> <hr/> <p><b>wait</b> 9:10 12:21 16:7 51:23 97:22</p> <p><b>waiting</b> 12:23 19:10,12,22 21:22 42:19 88:16</p> <p><b>waitlist</b> 19:18 62:4 63:4,5,8,24 64:3 90:25 91:2 97:23</p>
---	---	--	--



<p>98:1</p> <p><b>waive</b> 7:4</p> <p><b>walk</b> 44:5</p> <p><b>wanted</b> 7:22,25 8:15 63:21 83:10 108:3,10</p> <p><b>ways</b> 28:8</p> <p><b>Webex</b> 5:13 7:20</p> <p><b>website</b> 72:17 74:3 82:1</p> <p><b>Wednesday</b> 5:1</p> <p><b>West</b> 5:7 6:9 9:7 10:22 41:2 46:17 68:15</p> <p><b>West's</b> 5:8</p> <p><b>wheelhouse</b> 99:24</p> <p><b>wheels</b> 62:6</p> <p><b>Whichever</b> 22:10</p> <p><b>whistles</b> 28:9</p> <p><b>window</b> 30:16</p> <p><b>withdrawing</b> 77:7 79:16</p> <p><b>withdraws</b> 107:1</p> <p><b>withdrew</b> 29:18</p> <p><b>witnesses</b> 7:11 19:25</p> <p><b>wondering</b> 72:9</p> <p><b>word</b> 26:23,24 27:4 30:5 78:7 79:9 80:6 105:4 107:1</p> <p><b>wording</b> 33:13</p> <p><b>words</b> 7:22 68:15 69:8 86:1</p> <p><b>work</b> 28:8 34:14, 16 37:16 41:1,6 42:6 45:7 51:10, 11 52:15 53:3</p>	<p>66:5</p> <p><b>worked</b> 63:22</p> <p><b>working</b> 16:3 17:19 64:22</p> <p><b>works</b> 91:19</p> <p><b>worry</b> 76:14,15</p> <p><b>worth</b> 102:3</p> <p><b>woven</b> 27:25</p> <p><b>wrap</b> 64:12</p> <p><b>wrapped</b> 58:13</p> <p><b>write</b> 26:5</p> <p><b>written</b> 24:18 26:1</p> <p><b>wrong</b> 68:9 73:14</p> <hr/> <p style="text-align: center;"><b>Y</b></p> <hr/> <p><b>year</b> 20:22 43:12, 15 57:18</p> <p><b>years</b> 21:9 58:2 91:22 98:21,23</p>	
---	--	--