

In the Matter of:  
**The Ninth Prudence Review of Cost**

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**EO-2020-0262 VOL 3**

*January 28, 2021*

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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

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TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing, via WebEx

January 28, 2021

Jefferson City, Missouri

Volume 3

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

NANCY DIPPELL, Presiding  
SENIOR REGULATORY LAW JUDGE.

RYAN SILVEY, Chairman,  
SCOTT RUPP,  
MAIDA COLEMAN,  
JASON HOLSMAN,  
COMMISSIONERS.

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P R O C E E D I N G S

1  
2 JUDGE DIPPELL: Good morning. This is January  
3 28th, 2021, and we will be beginning again with Evergy's FAC  
4 prudence review hearing in File Number EO-2020-0262.

5 My name is Nancy Dippell and I'm the regulatory  
6 law judge assigned to this case. This is a continuation of Day  
7 Two. We have some initial housekeeping matters that we wanted  
8 to take care of, take official notice of some tariffs and so  
9 forth. I'm going to begin with the Company. We had a  
10 discussion off the record about various tariffs that were  
11 discussed yesterday during the -- during the testimony and the  
12 Commission would like to make sure that we have all of the  
13 relevant tariffs in the record. So I'm going to ask that the  
14 parties each submit, electronically, copies of these relevant  
15 tariffs that you all discussed and then the Commission will take  
16 official notice of those. And I'm going to give everyone a week  
17 from today to file any objections or corrections that they think  
18 are needed to that list of tariffs.

19 So I'm going to begin with the Company, and  
20 Mr. Fischer, you had several tariffs that you thought were  
21 relevant.

22 MR. FISCHER: Yes, Judge. The first tariff is a  
23 Kansas City Power and Light tariff, a PSC Mo Number 2. It's  
24 original sheet 2.32 and 2.33. It's the Residential Programmable  
25 Thermostat Tariff and the issue date is March 16th, 2016,

1 effective April 15th, 2016. And then the accompanying tariff or  
2 the similar tariff for the Kansas City -- KCPL Greater Missouri  
3 Operations Company is PSC Mo Number 1, original sheet number  
4 R-107 and R-108. And again that's entitled the Residential  
5 Programmable Thermostat Tariff. They have effective dates of  
6 August 28th, 2015, effective January 1, 2016.

7 And we can also add to our list the similar  
8 tariffs that are for the commercial industrial program, the DRI  
9 program.

10 JUDGE DIPPELL: Okay. And you don't have those  
11 numbers right at this minute. Correct?

12 MR. FISCHER: I don't unfortunately. Maybe we  
13 can get those before the end of the hearing.

14 JUDGE DIPPELL: Okay. But you will submit those  
15 -- will you submit those, say, in the next day, those numbers?  
16 And then, if there's correction or objections to those  
17 industrial numbers, people can make them within a week from  
18 today.

19 MR. FISCHER: Yeah. I think if we take a break  
20 we'll probably be able to get those to you.

21 JUDGE DIPPELL: Okay. Great. And then also I  
22 was interested in having the Commission take notice of the  
23 Schedule 11 tariffs for the SPP, the open -- or open access  
24 tariff. And the Company was going to try to get me a site -- a  
25 good citation for that; is that correct?

1 MR. FISCHER: Yes. We can -- we can also  
2 include in the filing a copy of those tariffs from the -- from  
3 the SPP.

4 JUDGE DIPPELL: Okay. Would there be any  
5 objection from any of the other parties to the Commission taking  
6 notice of that Schedule 11 Tariff? Assuming that -- Mr. Clizer,  
7 were you --

8 MR. CLIZER: No objection, Your Honor. My  
9 apologies.

10 MR. KEEVIL: I don't know if it was the same one  
11 currently or not.

12 JUDGE DIPPELL: That's a good point, Mr. Keevil,  
13 yes, we would want the tariff that was effective at the time,  
14 during the -- during the period. So if you get us a citation  
15 for that and Mr. Fischer, within the day -- within the day --

16 MR. KEEVIL: Well, I guess --

17 JUDGE DIPPELL: -- and then the parties can  
18 object to it if they think that's the wrong citation.

19 MR. STEINER: We have the tariff, Judge, and we  
20 can submit that in our -- with our -- I'm talking about the  
21 Schedule 11 Tariff.

22 JUDGE DIPPELL: Yes. The one was in effect at  
23 the time?

24 MR. STEINER: That's my understanding, yeah. I  
25 just -- I'm just -- I don't know -- we'll just -- we'll just

1 file the whole thing. It's like the 11 pages long.

2 JUDGE DIPPELL: Okay. Okay. I was afraid it  
3 was longer than that.

4 MR. STEINER: I was too.

5 JUDGE DIPPELL: Okay.

6 MR. STEINER: Just to correct, the Schedule 11  
7 Tariff is only 11, but the SPP tariff is very voluminous.

8 JUDGE DIPPELL: Correct. Okay. Well, can you  
9 go ahead then and email that to me and the other parties and  
10 then we can get that taken care of?

11 MR. STEINER: Yeah. We can -- when we file our  
12 -- well, did you want us to file these KCPL and GMO tariffs in  
13 this Section 11 Tariff or email it?

14 JUDGE DIPPELL: Well, I was going to include it  
15 with the exhibits, but if you want to just go ahead and file it  
16 that'll work too.

17 MR. STEINER: I just wanted to get  
18 clarification. I just didn't know if you wanted to file -- an  
19 official filing on the docket or emails, just tell me your  
20 preference.

21 JUDGE DIPPELL: Go ahead and file it.

22 MR. STEINER: Okay.

23 JUDGE DIPPELL: That'll be clear. Okay. And  
24 then Public Counsel also had different tariffs that they thought  
25 were the relevant ones.

1 Mr. Clizer, did you want to go ahead and list  
2 those for us?

3 MR. CLIZER: If the Commission would prefer for  
4 me to list them now, I can do so. Alternatively, I can file a  
5 notice to take administrative notice either today or tomorrow  
6 that would just list them all out, include the electronic copies  
7 of all of the tariffs that I wish to cite to.

8 JUDGE DIPPELL: Well, can you --

9 MR. CLIZER: -- it's up to the Commission.

10 JUDGE DIPPELL: How -- it's not an extensive  
11 list. Correct?

12 MR. CLIZER: I would say -- I don't think it's  
13 too extensive.

14 JUDGE DIPPELL: Well, go ahead -- go ahead and  
15 give me the list and then I'll have you file them.

16 MR. CLIZER: Absolutely. So Evergy Metro  
17 currently or previously KCPL, cancel tariff sheet 1.93, 1.94,  
18 2.07 and 2.08, and then 2.09 through 2.14.

19 JUDGE DIPPELL: Do you have an effective date or  
20 a cancel date on those just for reference?

21 MR. CLIZER: I believe that they are different,  
22 four different ones. Give me one second. 1.93 that I'm  
23 referencing according to the EFIS website that I have pulled up,  
24 says that they were -- became effective, January 1st, 2016,  
25 canceled November 8th, 2019, for 1.93 and 1.94. For 2.07,



1 became effective June 3rd, 2018, canceled November 8th, 2019.  
2 For 2.09, again, became effective June 3rd, 2018, canceled  
3 November 8th, 2019. Did you get all of that?

4 JUDGE DIPPELL: Yes.

5 MR. CLIZER: Sorry. And then for Everyg  
6 Missouri West, formerly KCPL GMO, canceled tariff sheets R-63.24  
7 through R-63.25, R-84 through R-85 and R-86 through R-90.

8 JUDGE DIPPELL: Okay.

9 MR. CLIZER: Do you want me to go through the  
10 cancel -- the dates on those as well?

11 JUDGE DIPPELL: Yes, please.

12 MR. CLIZER: All right. Give me one second.

13 MR. PRINGLE: And a quick note, Judge, I've just  
14 been informed that people who are listening -- heard -- stream  
15 to the website, there's no audio right now.

16 JUDGE DIPPELL: Okay. Thank you. Okay. Do you  
17 have additional dates, Mr. Clizer, or are you still looking?

18 MR. CLIZER: I am still looking. I apologize,  
19 Your Honor.

20 JUDGE DIPPELL: Okay. No problem.

21 MR. CLIZER: Actually, Your Honor, honestly with  
22 these, I would prefer to simply get the sheets to you after the  
23 fact, if that is okay with you?

24 JUDGE DIPPELL: Okay. Okay. And my IT tells me  
25 that -- and others tell me that the audio seems to be streaming

1 just fine, so whoever is having issues, it's on their end.

2 All right. So here's -- let me summarize so we  
3 have this all down correctly and you guys know what to do. So  
4 by tomorrow, I would like everyone who has one of those tariffs  
5 to go ahead and file that with -- go ahead and file that in EFIS  
6 and then I will put out a little notice that the Commission is  
7 going to take official notice of those and give you all until a  
8 week from today to object to any of those or offer any  
9 corrections. Does that sound -- does everyone understand that?

10 MR. FISCHER: Yes, Judge.

11 JUDGE DIPPELL: Okay. So I'll basically be  
12 leaving the record open to receive those at the end of the year.

13 Mr. Clizer, are you talking to us?

14 MR. CLIZER: No, Your Honor. I apologize.

15 JUDGE DIPPELL: Okay. I just wanted to make  
16 sure. All right.

17 MR. FISCHER: Judge, we also -- we also --

18 JUDGE DIPPELL: Yes. Go ahead.

19 MR. FISCHER: We also discussed off the record  
20 the -- your request of the Company to take official notice of a  
21 stipulation in EO-2019-0132 and 0133.

22 JUDGE DIPPELL: Yes.

23 MR. FISCHER: Or approving Stipulation and  
24 Agreement, would you like to take care of that at this time or  
25 later?

1 JUDGE DIPPELL: Yes. Let's go ahead and take  
2 care of that now.

3 MR. FISCHER: Okay. The Company would like for  
4 you to take official notice of a Stipulation and Agreement  
5 regarding extension of the MEEIA 2 Programs During Pendency of  
6 MEEIA 3 Case. And those -- that was -- files are File Number  
7 EO-2019-0132 and -0133 dated February 15, 2019. And then in the  
8 same case, there is an Order approving Stipulation and  
9 Agreement, which approves that stipulation dated -- issue date  
10 February 27, 2019. We request you take official notice of  
11 those.

12 JUDGE DIPPELL: And would there be any objection  
13 from any of the parties? Mr. Fischer, had emailed -- well,  
14 someone from KCPL had emailed those documents prior to the  
15 hearing. Would there be any objection?

16 MR. CLIZER: Your Honor? Your Honor?

17 JUDGE DIPPELL: Yes. Go ahead, Mr. Clizer.

18 MR. CLIZER: Sorry, this is slightly difficult.  
19 I'm not sure that I would object necessarily of the Commission  
20 taking official notice, I'm more objecting -- I guess, I really  
21 have more of an objection towards the line of questioning that I  
22 believe Mr. Fischer intends to go down. Although this could be  
23 phrased as an objection to the Commission taking official notice  
24 of this case due to relevancy. Your Honor, I'm just going to  
25 lay out exactly what my issue is right now. And again, the

1 stipulation that you're asking to be taking official notice of  
2 contains provisions that explicitly prohibit its application in  
3 cases outside of that, which is meant to be settling. And I  
4 believe that the Company is going to be attempting to argue that  
5 it's applicable to this case in contravention to those terms.  
6 So while I don't necessarily think the Commission would be wrong  
7 to take judicial notice simply by virtue of the fact that it is  
8 within the Commission's record, I do object to its use in this  
9 case, if that makes sense. And I am happy to read out the terms  
10 in particular that I am referring to.

11 JUDGE DIPPELL: Okay. I understand that, and,  
12 Mr. Fischer, this was the Report and Order that you are going to  
13 use in questioning, Ms. Mantle. Correct?

14 MR. FISCHER: Yes. I plan to do that. I also  
15 -- it's the same Report and Order that I discussed at the  
16 opening statement.

17 JUDGE DIPPELL: Okay. And I apologize, I was  
18 thinking that we were talking about the one that was used in  
19 questioning yesterday, and that was a Report and Order in  
20 EO-2015-0240 and 0241. And the attachment, which was a  
21 nonunanimous Stipulation and Agreement resolving the MEEIA  
22 filings. So I was thinking that that was the Order, so I won't  
23 take official notice of your other Order at this moment.

24 MR. FISCHER: Okay. We can do that at the  
25 cross. Is that when you would like to do that?

1 JUDGE DIPPELL: Yeah. Let's wait and hear  
2 Mr. Clizer's objections during the testimony.

3 MR. FISCHER: Okay. Sounds good.

4 MR. HARDEN: Your Honor, as we discussed off the  
5 record, we would like the Commission to take, as you just  
6 indicated, administrative notice of the Report and Order in  
7 EO-2015-0240 and 0241, as well as the nonunanimous Stipulation  
8 and Agreement, resolving MEEIA issues in those same cases.

9 JUDGE DIPPELL: And those were also emailed to  
10 all of the parties prior to the hearing. Mr. Clizer, do you  
11 have a similar objection with that case?

12 MR. CLIZER: Given the line of questioning  
13 that's already taken place, I will not raise a similar  
14 objection.

15 JUDGE DIPPELL: Okay. Would there being any  
16 objection to the Commission taking official notice of that  
17 Report and Order and its attachment nonunanimous stipulation?  
18 Okay. I see no objection to that, so I will take official  
19 notice of those. Okay.

20 Was there anything else that needed to go on the  
21 record at this time?

22 MR. STEINER: Your Honor, this is Roger Steiner.  
23 I neglected to offer into the record the testimony of Lisa  
24 Starkebaum yesterday, I would like to do that at this time. I  
25 believe it has been marked as Exhibit 6 and 7, direct and

1 rebuttal, I think.

2 (WHEREIN; Exhibits 6 and 7 were offered into  
3 evidence.)

4 JUDGE DIPPELL: Yes, that's correct. Direct  
5 testimony is Exhibit 6 and rebuttal has been marked as Exhibit  
6 7. Was there any objection to those documents coming into the  
7 record? Seeing none, then I will admit Exhibit 6 and 7.

8 (WHEREIN; Exhibits 6 and 7 were received into  
9 evidence.)

10 MR. STEINER: Thanks.

11 JUDGE DIPPELL: Was there anything else before  
12 we begin with testimony? Okay. Then I believe Public Counsel  
13 can call its witness.

14 MR. CLIZER: Public Counsel would call Lena  
15 Mantle to the stand.

16 JUDGE DIPPELL: There you are, Ms. Mantle. Can  
17 you please your right hand.

18 (Witness sworn.)

19 JUDGE DIPPELL: Okay. Go ahead with your  
20 questions.

21 LENA MANTLE, having first been duly sworn, testifies as follows:

22 DIRECT EXAMINATION BY MR. CLIZER:

23 Q. Would you please state your full name and spell  
24 your last name for the record?

25 A. My name is Lena M. Mantle, M-A-N-T-L-E.

1 Q. And are you the same Ms. Mantle who prepared or  
2 caused to be prepared testimony -- direct testimony that's been  
3 previously filed or previously labeled 200HC, 201C, and 202?

4 A. Yes.

5 Q. And did you also cause to be prepared  
6 surrebuttal testimony, which has been premarked as Exhibit 203?

7 A. Yes.

8 Q. Are there any corrections you would like to make  
9 to your testimony at this time?

10 A. No.

11 Q. Are the answers contained in the testimony both  
12 the direct and surrebuttal true and correct to the best of your  
13 knowledge and belief?

14 A. Yes.

15 Q. If I asked you the same questions today would  
16 your answers be the same or substantially similar?

17 A. Yes.

18 MR. CLIZER: At this time, I would offer to  
19 Exhibits 200HC, 201C, 202 and 203. So I did all at once. I  
20 hope that's okay.

21 (WHEREIN; Exhibits 200HC, 201C, 202 and 203 were  
22 offered into evidence.)

23 JUDGE DIPPELL: That's fine. Do you have -- is  
24 there any objection to Exhibits 200HC, 201C, which is  
25 confidential, and 202, which is the public version? Seeing

1 none, I will admit those.

2 (WHEREIN; Exhibits 200HC, 201C, and 202 were  
3 received into evidence.)

4 JUDGE DIPPELL: Is there any objection to  
5 Exhibit 203? Seeing none, I will admit that.

6 (WHEREIN; Exhibit 203 was received into  
7 evidence.)

8 MR. CLIZER: And I tender the witness for  
9 cross-examination.

10 JUDGE DIPPELL: Is there cross-examination by  
11 Staff?

12 MR. PRINGLE: Yes, Judge.

13 CROSS-EXAMINATION BY MR. PRINGLE:

14 Q. Good morning, Ms. Mantle.

15 A. Good morning, Mr. Pringle.

16 Q. So I kind of just want to talk to you a little  
17 bit about these Schedule 11 fees. Would you agree that the  
18 Schedule 11 fee and energy cost issue you brought up in this  
19 case stem from and originated in the issues raised by Staff in  
20 the MEEIA prudence review case based on an implementation of the  
21 demand response programs?

22 A. (Inaudible answer.)

23 Q. Lena, you're muted. You're muted, Lena.

24 JUDGE DIPPELL: You're still muted, Ms. Mantle  
25 -- there you go.



1 THE WITNESS: Can you hear me now?

2 MR. PRINGLE: Yeah.

3 JUDGE DIPPELL: Okay. We're getting a little  
4 bit of feedback, is --

5 MR. PRINGLE: You went back on mute.

6 JUDGE DIPPELL: Everyone is still muted.

7 Mr. Clizer, you're still muted.

8 MR. CLIZER: That's why. Okay. Thank you.

9 JUDGE DIPPELL: Okay.

10 MR. CLIZER: For the clarification of the record  
11 to explain, Lena Mantle and I are in the same room, we are using  
12 one audio input. It will be my audio input, so it will show up  
13 on the WebEx program as if I am speaking when she is speaking,  
14 and I apologize.

15 JUDGE DIPPELL: Okay. Thank you.

16 MR. PRINGLE: And let me know if you want me to  
17 repeat the question, Ms. Mantle.

18 JUDGE DIPPELL: Yeah, we'll start again.

19 THE WITNESS: Yeah, repeat it, Mr. Pringle.

20 MR. PRINGLE: Not a problem.

21 BY MR. PRINGLE:

22 Q. The question was, would you agree that the  
23 Schedule 11 fees and energy cost issues you brought up in this  
24 case, this FAC prudence review, stem from and originated in the  
25 issues raised by staff in the MEEIA prudence review case based

1 on the implementation of the demand response programs?

2 A. They did not originate in that case. They  
3 originated when Evergy did not take the action that these are  
4 the result of inactions by Evergy. I -- the first time I became  
5 aware of them was through the MEEIA case when I saw the  
6 testimony written there, but that is not the origination of the  
7 -- that would be Evergy's inactions with the origination.

8 Q. All right. So it's fair to say, you became  
9 aware of it through the testimony from Staff in the MEEIA  
10 prudence review?

11 A. I cannot say it would necessarily be the  
12 testimony of the staff. It could have been when Dr. Mark --  
13 Geoff Mark talked to me about it.

14 Q. Okay. But it was through that case?

15 A. Yes.

16 Q. And then you would also -- would you agree that  
17 the demand response program is a MEEIA program funded through  
18 the demand-side investment?

19 A. The demand response programs are demand-side  
20 resources that are available for the utilities use to cost  
21 effectively meet their load. It is -- I do believe we've argued  
22 in the past that some of these should not necessarily be MEEIA  
23 programs, but I do believe they are. They don't have to be. As  
24 a matter of fact, we've had similar programs, I believe KCPL had  
25 them back in the '70s. So way before MEEIA, so they don't have

1 to be MEEIA programs, but they have been labeled that and Evergy  
2 is receiving reimbursements, plus other things, through the  
3 MEEIA statute.

4 Q. Okay. And the program we're talking about  
5 today, they are MEEIA programs?

6 A. They are programs whose costs are recovered  
7 through MEEIA, yes.

8 Q. And then -- okay. So do you have your direct  
9 work papers in front of you, Ms. Mantle?

10 A. Just one second.

11 MR. PRINGLE: And also, Judge, a good portion of  
12 Ms. Mantle's work papers are confidential. My line of  
13 questioning isn't necessarily going to be diving into that, but  
14 for safety sake, perhaps we should go into in-camera for this  
15 line of questioning.

16 JUDGE DIPPELL: I prefer not to go in-camera if  
17 we're not going to be divulging the confidential information.  
18 Is -- so, I guess, I'll ask you again, if you're going to be  
19 requiring confidential answers or --

20 MR. PRINGLE: The response that I'm expecting  
21 shouldn't be.

22 JUDGE DIPPELL: Okay. Well, then Ms. Mantle, if  
23 you would be cautious in your answers and if there's something  
24 that has been previously designated as confidential, then let me  
25 know and we can go in-camera at that time.

1 THE WITNESS: Okay, Judge.

2 JUDGE DIPPELL: Thank you.

3 Go ahead, Mr. Pringle.

4 MR. PRINGLE: Thank you, Judge.

5 BY MR. PRINGLE:

6 Q. Ms. Mantle, do you have the work papers in front  
7 of you?

8 A. Yes, I do.

9 Q. Can you go to the Schedule 11 tab?

10 A. Okay.

11 Q. Just for my clarification purposes, looking at  
12 A-61/E-61, what is meant by the J factor in the context of this  
13 calculation?

14 A. That is, I believe, the transmission percentage.  
15 I must have labeled that wrong. I've got it labeled correctly  
16 -- for Metro, I have it as a J factor, which is typically a  
17 jurisdictional allocation factor. But it looks like the  
18 transmission percentage, because only if a portion of the  
19 Schedule 11 cost flows through the FAC and that's tied to the  
20 percentage of purchased power that was modeled in the last case  
21 to meet the load of the utility.

22 Q. Okay. So that was what I -- so it's a  
23 transmission percentage, it's not a jurisdictional factor?

24 A. That is correct.

25 MR. PRINGLE: Okay. That is all I have for you,

1 Ms. Mantle. Thank you so much.

2 THE WITNESS: You are welcome.

3 JUDGE DIPPELL: Is there any cross-examination  
4 by Everygy?

5 MR. FISCHER: Yes, briefly, Judge.

6 CROSS-EXAMINATION BY MR. FISCHER:

7 Q. Lena -- Ms. Mantle, thank you for coming today.  
8 Did you hear that we were successful in settling your IRP issue  
9 yesterday?

10 A. I participated in that, so, yes.

11 Q. Okay. Good. Well, the good new is that takes  
12 about 65 percent of our cross away today, so we don't have to  
13 talk about those issues. But I would like to talk to you about  
14 the issue that's currently in front of the Commission. Do you  
15 have your direct testimony and your surrebuttal testimony there?

16 A. I have my surrebuttal. I can get my --

17 Q. Well, I'm just going ask you one or two  
18 questions on your direct. So maybe we can do that without  
19 having you pull it up, but --

20 A. I actually have a hard paper copy.

21 Q. Okay. Good.

22 A. -- but You can find them sometimes, you know.

23 Q. Very good. Well, I'd like for you to turn to  
24 Page 19 of your direct testimony.

25 A. Okay.

1 Q. And if you look on Line 20 of that testimony,  
2 you say OPC supports the Staff's position in that MEEIA prudence  
3 case that it was imprudent for Evergy not to call on its demand  
4 response programs to reduce the cost of energy for its  
5 customers; is that right?

6 A. That is what that says, yes.

7 Q. In that direct testimony, did you suggest the  
8 appropriate number of calls that should have been made during  
9 the MEEIA 2 -- or during the prudence period in this case?

10 A. I did not.

11 Q. Let's turn onto Page 14 of your surrebuttal  
12 testimony. There at Lines 5 through 8, if you're there on Page  
13 14, you suggest that Evergy should have called 14 curtailment  
14 events related to the residential demand response program and  
15 nine curtailment events for the commercial industrial demand  
16 response program; is that correct?

17 A. Yes.

18 Q. In answer to Mr. Pringle, I think, you indicated  
19 that you became aware of this issue when you talked to Mr. --  
20 Dr. Mark related to that MEEIA prudence case; is that right?

21 A. Yes.

22 Q. When you prepared your direct testimony or when  
23 you talked to Dr. Mark about this issue, were you aware that the  
24 Company, the Staff, the Public Counsel, and others entered into  
25 a Stipulation and Agreement in 2019, which required that the

1 Company call five demand response events per jurisdiction during  
2 the summer of 2019 for the residential demand response program?

3 A. I don't believe that I did -- was aware of that  
4 at that time.

5 Q. Okay. Do you have a copy of the Stipulation and  
6 Agreement extending MEEIA 2 and EO-2019-132?

7 MR. CLIZER: I am going to hand her a physical  
8 copy.

9 MR. FISCHER: Oh, very good. Thank you, sir.

10 MR. CLIZER: I just want to make sure the people  
11 on the screen knew what I was doing.

12 THE WITNESS: Yes, I have that in front of me.

13 MR. FISCHER: Let's turn to Paragraph 4 to start  
14 with.

15 MR. CLIZER: All right. Your Honor, it's at  
16 this point that I'd like to raise my objection.

17 JUDGE DIPPELL: Okay. Let me pull up that  
18 agreement, first. Sorry. I was having a difficult time  
19 locating it. Okay. That's -- that's the 0132 case number, I  
20 guess?

21 MR. FISCHER: Yes.

22 JUDGE DIPPELL: Okay. Now, go ahead,  
23 Mr. Clizer.

24 MR. CLIZER: If you have the stipulation in  
25 front of you, on Page 6 under the general provisions

1 Subparagraphs 18 and 19, under Paragraph 18, it states, this  
2 stipulation is being entered into solely for the purposes of  
3 settling the issues and adjustments in this case explicitly set  
4 forth above. Unless otherwise explicitly provided herein, none  
5 of the Signatories to the stipulation shall be deemed to have  
6 approved or acquiesced to any ratemaking or procedural  
7 principal, including, without limitation, any cost of service,  
8 methodology or determination, method of cost determination, or  
9 cost allocation or revenue-related methodology.

10 Under Paragraph 19, the stipulation is a  
11 negotiated agreement or settlement. Pardon me. Except as  
12 specimen herein, the Signatories to this Stipulation shall not  
13 be prejudiced, bound by or in any way affected by the terms of  
14 the Stipulation, (a) in any future proceeding; (b) in any  
15 proceeding currently pending under a separate docket; or (c) in  
16 this proceeding should the Commission decide not to approve the  
17 Stipulation, or in any way condition its approval of same. No  
18 Signatory shall assert the terms of this agreement as a  
19 precedent in either -- any future proceeding.

20 My objection, based on these terms, is that this  
21 Stipulation is not relevant to the present case because the  
22 present case is a separate proceeding and therefore the  
23 Stipulation does not bind on the present proceeding, under its  
24 own terms and should not be sited to under its own terms.

25 JUDGE DIPPELL: And, Mr. Fischer, do you have a



1 reply?

2 MR. FISCHER: Yes. In response, Judge, I would  
3 say this is highly relevant to the proceeding that we're  
4 involved in today especially on the issue of how many -- how  
5 many curtailment events should have been called during the  
6 summer of 2019. As Mr. Clizer pointed out, Paragraph 19 says,  
7 except as specified herein. If you go to Paragraph 22, it says  
8 if approved and adopted by the Commission, this Stipulation  
9 shall constitute a bounding agreement among the Signatories,  
10 which of course included Public Counsel and Staff. The  
11 Signatory shall cooperate in defending the validity and  
12 enforceability of the Stipulation, and the operation of the  
13 Stipulation according to its terms.

14 I think if we go forward with our  
15 cross-examination and our discussion with Ms. Lena -- with  
16 Ms. Mantle, the Commission will see just how highly relevant  
17 this whole topic is.

18 MR. CLIZER: May I respond, Your Honor?

19 JUDGE DIPPELL: Go ahead, Mr. Clizer.

20 MR. CLIZER: This is a binding document with  
21 regard to that MEEIA case that was settled. We are not in the  
22 MEEIA case. We are not in the MEEIA prudence review case. This  
23 is an FAC case. It is a separate case. The agreements that the  
24 Company reached to settle MEEIA do not bind any FAC. Even if  
25 the Company agreed to call five events in MEEIA, it still had

1 obligation to act prudently with regard to the FAC that existed  
2 independently, despite the agreements reached in this negotiated  
3 settlement per the terms of the settlement itself.

4 MR. FISCHER: Judge, I think that goes to the  
5 merits of the whole issue, but I would suggest this is highly --  
6 highly relevant and the Commission -- the Company felt it was  
7 bound by the terms of this agreement. We thought the Public  
8 Counsel and Staff were two. I would like to visit with  
9 Ms. Mantle about that particular topic here, and it won't take  
10 too long, but it's highly relevant to this docket.

11 JUDGE DIPPELL: Okay. I understand. Again,  
12 these two cases have been somewhat intertwined, but I think in  
13 order to sort them out and make sure that we have the right  
14 information in the right case that we need to hear this line of  
15 questioning. I think that the Commission does need to have a  
16 copy of that agreement and Order in this case so that it can  
17 determine the weight to give the testimony on these -- on these  
18 issues.

19 So I'm going to overrule Mr. Clizer's objection  
20 and go ahead and let Mr. Fischer do this line of questioning.  
21 And I would like to include that Report and Order and  
22 Stipulation in the official file, so that the Commission can  
23 then sort out, again, where -- where this testimony lies on the  
24 MEEIA scale, where it lies on the FAC scale.

25 MR. FISCHER: Judge, then would it be

1 appropriate for me at this point to ask that the Stipulation and  
2 Agreement and the Order approving the Stipulation and Agreement  
3 in those cases be taken official notice of?

4 JUDGE DIPPELL: Yes. And once again,  
5 Mr. Clizer, I'll let you make your objection, do you have --

6 MR. CLIZER: Do you need me to repeat it or can  
7 I simply stand on the objection?

8 JUDGE DIPPELL: You can stand on the objection.

9 MR. CLIZER: I would like to do that.

10 JUDGE DIPPELL: Okay. That is noted and  
11 overruled. And is there any other objection to the Commission  
12 taking notice of those documents? Okay. The Commission takes  
13 official notice of those documents. Go ahead with your line of  
14 questioning, Mr. Fischer.

15 MR. FISCHER: Thank you very much, Judge.

16 BY MR. FISCHER:

17 Q. Ms. Mantle, would you turn to Page 2 on the  
18 Stipulation and Agreement? There's a Paragraph 4, where it  
19 states, In light of the foregoing, the Signatories agree to the  
20 following terms and conditions; is that correct?

21 A. That's what it says.

22 Q. Now, is it correct that the Office of the Public  
23 Counsel and the commission staff are both signatories to the  
24 Stipulation?

25 A. Yes.

1 Q. What is the date of that Stipulation? Is it  
2 February 15, 2019?

3 A. Yes.

4 Q. Let's turn to Page 3 of the Stipulation,  
5 Paragraph 7. In Paragraph 7b, does it state that, For the  
6 Programmable Thermostat Program, the Company will call five  
7 demand response events per jurisdiction during the summer of  
8 2019, (June through September) -- in parentheses?

9 A. Yes. You read that correctly.

10 Q. So is it correct to conclude that the Office of  
11 the Public Counsel and the commission staff recommended to the  
12 Commission on February 15, 2019, that for the Programmable  
13 Thermostat Program, the Company will call five demand response  
14 events per jurisdiction during the summer of 2019?

15 A. That is what this document says.

16 Q. Is it your understanding that the review period  
17 for this case, the FAC prudence period is June 1, 2018, through  
18 November 30, 2019?

19 A. That is what it is for Missouri West. for  
20 Missouri -- for Evergy West. For Evergy Metro the prudence --  
21 the FAC prudence period is for July of 2018 through December of  
22 2019. So they -- they don't lie on top of each other exactly.

23 Q. Okay. That's fair. And -- but for both of  
24 those time periods the review period for the FAC prudence review  
25 would include the summer of 2019; is that right?

1           A.       Along with the summer of 2018, yes, both  
2 summers.

3           Q.       Okay. Good. So the Public Counsel, the Staff,  
4 and Evergy recommended to the Commission in that Stipulation  
5 that we're discussing that for the Programmable Thermostat  
6 Program, the Company will call five demand response events per  
7 jurisdiction during the summer of 2019. Correct?

8           A.       Correct.

9           Q.       What's your understanding of what the term "per  
10 jurisdiction" would be? Would that mean for GMO and for KCPL  
11 both?

12                   MR. CLIZER: I'm going to object that it calls  
13 for a legal conclusion. She's being asked to interpret the  
14 terms of a contract.

15                   JUDGE DIPPELL: I think he asked what her  
16 understanding of the term was, so I'll allow it. Overruled.

17                   THE WITNESS: While the document does not  
18 exactly say what "jurisdiction" means, the Company is defined as  
19 KCP&L Greater Missouri Operations Company and Kansas City Power  
20 and Light Company. So that's from my reading of this document.

21 BY MR. FISCHER:

22           Q.       So it's fair to conclude that at least as you  
23 understand that we're talking about both companies would do five  
24 demand response calls. Right?

25           A.       From 7b, they would do -- this was requiring --

1 or the Company agreeing to do five for the Programmable  
2 Thermostat Programs, that would be the residential and the small  
3 commercial program.

4 Q. Yes. Do you happen to have the Order approving  
5 the Stipulation available to you?

6 A. Yes, I do.

7 Q. I'd like to refer you to Page 3 of the order.  
8 In the ordered sections. Is it correct that the order section  
9 states on Page 3, the Commission orders that, and in the very  
10 first order section says, the Stipulation and Agreement  
11 regarding extension of MEEIA 2 programs during the pendency of  
12 MEEIA 3 case, fall on February 1, 2019, which is Exhibit 1 to  
13 this Order, is approved? Does it say that?

14 A. It does.

15 Q. And then does it go on to say the next phrase,  
16 and its Signatories shall comply with its terms; is that  
17 correct?

18 A. It does.

19 Q. And was one of the signatories to that agreement  
20 Evergy?

21 A. It was the company that was defined as Kansas  
22 City Power and Light Company and KCP&L Greater Missouri  
23 Operations Company, which is currently known as Evergy.

24 Q. Okay. And one of the signatories was the Public  
25 Counsel?

1 A. Caleb Hall signed for the Public Counsel.

2 Q. One of the signatories was the commission staff?

3 A. Yes.

4 Q. According to this order paragraph -- the  
5 Signatories shall comply with its terms. Correct?

6 A. That is what it says.

7 Q. Were you in the hearing when Mr. File testified?

8 A. Yes, I was here.

9 Q. Did you hear him testify that both Evergy  
10 companies called five demand response events during -- for the  
11 Programmable Thermostat Program during the summer of 2019?

12 A. I heard him say that and I heard him say that  
13 had they wanted the --

14 Q. I think you answered my question. The  
15 Stipulation required that the Company to present data to the DSM  
16 advisory group following the 2019 season detailed in the  
17 customer participation rates included the opt-out percentage and  
18 participation duration times for the DSM curtailment events. Is  
19 that your understanding?

20 A. Can you point me to where it says that in the  
21 stip and agreement?

22 Q. Yes. Let's go back to the Stipulation and  
23 Agreement on Page 3, Paragraph 7b. I already read the first  
24 sentence from that, but the second sentence says, the Company  
25 will present data to the DSM advisory group following the 2019

1 season detailing the customer participation rates, and then in  
2 parentheses, (for instance, opt-out percentage, participation  
3 duration) end parentheses, during each demand response have been  
4 conducted in 2019; is that right?

5 A. That does -- it does say that.

6 Q. Isn't it true that residential customers may  
7 choose to opt out of demand response events by overwriting the  
8 curtailment by adjusting the thermostats to a level that they  
9 feel is more comfortable?

10 A. I believe that the current tariff says that.  
11 Now, the tariff that was in effect -- or it may have been the  
12 larger customers that can only opt out once. But there is some  
13 confusion to that, but customers could opt out. They could walk  
14 over to the thermostat and turn it up.

15 Q. In paragraph 7b of the Stipulation, is that what  
16 you would understand the opt-out percentage to be about?

17 A. It could be. I wasn't there for the discussions  
18 and have not been involved in MEEIA, so I don't know for sure,  
19 but it makes sense that it could be.

20 Q. From your perspective, why would it be important  
21 for the Public Counsel to know what the opt-out percentage would  
22 be or the advisory group?

23 A. Opt-out customers are free riders. They are  
24 customers that do not want to -- that want to take from the  
25 Company, but not provide what they were supposed to in return.



1 Q. So it would be important to know how the program  
2 was working and whether people were deciding they didn't really  
3 want to be a part of it because the Company was controlling  
4 their air conditioning load too often?

5 A. That should be a part of the evaluation in any  
6 -- in every demand-side program.

7 Q. Because you realize, right, that customers don't  
8 like to have their air conditioning load curtailed very often.  
9 Correct?

10 A. There would be some customers that way. Some  
11 customers welcome the chance to help Evergy or their utility  
12 company to reduce demands on peak days. People -- many who took  
13 that money expect to be interrupted. If they're not, they're  
14 wondering why Evergy is spending their money on this. And it's  
15 not Evergy's money, it's the customer's money.

16 Q. Do you happen to recall what the financial  
17 incentive is to participate for a residential customer?

18 A. I believe it's \$25 a year regardless of how many  
19 events are called, one or 15 or none.

20 Q. So for \$25 a year, you allow the utility to  
21 control your air conditioning load during the hottest days of  
22 the year; is that right?

23 A. That's what the intent of the program is, yes.

24 Q. Let's go back to 7b in the Stipulation. Does it  
25 -- does it say that for the Programmable Thermostat Program the

1 Company will call at least five demand response events?

2 A. No, it does not.

3 Q. If it had been the intent of the parties to have  
4 the Company do a lot more than five, wouldn't you have expected  
5 it to say something like that?

6 A. I was not part of those conversations of that  
7 negotiation. I cannot say what was intended by the parties.

8 Q. And, Ms. Mantle, when you made your  
9 recommendation in this case in your direct testimony, you  
10 weren't even aware of this provision, were you?

11 A. I don't believe that I was.

12 Q. I was -- I was intrigued by your counsel's  
13 opening statement because he always comes up with great  
14 analogies, and the one he used this time was about a red button  
15 where it reminded me of the Staples commercial where you have  
16 the easy red button and you just press it. Would you agree with  
17 me that it's important to know not only how many times to push  
18 the red button or to call the curtailment, but it's also  
19 important to know when you're going to do it and under what  
20 circumstances?

21 A. By -- there's -- you have general circumstances  
22 and then you can have very specific. I don't think that you  
23 want to narrow yourself down too specific, but to the two that  
24 were -- that are included in your tariff sheets of reliability  
25 and economic reasons, those are general designations I think are

1 important.

2 Q. You recommend I think in your surrebuttal, that  
3 the Company should have done 14 curtailment events; is that  
4 right?

5 A. Yes.

6 Q. Just in relation to the analogy, should the  
7 Company have just pushed the button the first 14 days of June?

8 A. No.

9 Q. Why not?

10 A. Well, there's several reasons. If you want to  
11 try to reduce peaks in each of the four months that you have  
12 that program available, you only do it June through September.  
13 To reduce the SVP Schedule 11 fees, the more of those peaks that  
14 you can reduce the cheaper that is or the more money you save  
15 the customers. And you also have the objective of the program  
16 to reduce the summer peak, which typically does not happen until  
17 late July or early August. So to use all of those in June would  
18 be foolish.

19 Q. So it's important to know not only how many  
20 times to push the button, but also very much what the  
21 circumstances are when you push that button. Correct?

22 A. Yes, if we got to September and that button had  
23 not been pushed yet, then every time the price -- market price  
24 was positive, you would be saving customers money. And  
25 therefore, you should utilize as many of those events as you can

1 before the curtailment season is over. And I limited it to 14,  
2 so there would be one still available when there's operational  
3 constraints.

4 Q. Ms. Mantle, is it your understanding too that, I  
5 think, sometimes is referred to as arbitrage and the day ahead  
6 price, that the Company can -- they don't always win. Right?  
7 They can guess wrong and they can actually incur a loss; is that  
8 right?

9 A. That's right. And every time they don't guess  
10 at all, they are wrong. They are all losing money -- customers  
11 are paying more.

12 Q. And would you agree with me that every time they  
13 guess wrong that those losses flow through the fuel adjustment  
14 clause?

15 A. If they do nothing, the cost flows through the  
16 FAC clause.

17 Q. That wasn't my question. The question was: If  
18 they guess wrong, those losses flow through the fuel adjustment  
19 clause. Correct?

20 A. That's correct.

21 Q. Let's go back to paragraph 7b of the Stipulation  
22 and Agreement?

23 A. Okay.

24 Q. Is there a provision in this paragraph that says  
25 notwithstanding the provisions of this paragraph, Evergy will

1 call 14 demand response events during the summer of 2019 with  
2 the goal of minimizing SPP fees?

3 A. No, that was the MEEIA case.

4 MR. FISCHER: Judge, I think that's all the  
5 questions I have. Thank you very much, Ms. Mantle.

6 JUDGE DIPPELL: Thank you. Okay. At this time,  
7 are there questions from any of the commissioners? I have a  
8 list still from -- that has been compiled, but if any of the  
9 commissioners have specific questions that they haven't been  
10 able to get to me, this is a good time or you can ask after I've  
11 asked my questions as well. Not seeing anybody speak up, so I'm  
12 going to go ahead and ask some of the many questions that I  
13 have.

14 QUESTIONS BY JUDGE DIPPELL:

15 Q. Okay. I'm just going to start here, Ms. Mantle,  
16 and I apologize if I repeat anything or myself. I'm trying to  
17 compile from several different lists of questions. First, I  
18 have some questions just to make -- some basic questions just to  
19 make sure that the record is clear about peak demand and demand  
20 response events, calling demand response events. When does peak  
21 demand normally occur?

22 A. Well, there is an annual peak demand and for  
23 both of these utilities, that typically occurs in the summer  
24 when there's been several hot days in a row, and extreme  
25 temperature event usually late July or early August. About 4:00

1 p.m. in the afternoon typically. And the other summer months  
2 around that will have peaks about the same time of the day. It  
3 may not be this high. Then you can have peaks in a week. So  
4 you know, a peak a maximum over a defined time period. So you  
5 can have a peak for just about any time period.

6 Q. And what factors do you look at in projecting  
7 or forecasting peak demand?

8 A. The biggest factor is weather. And it's not  
9 necessarily just the weather on a single day. It has to do  
10 with, again, have there been several hot days in a row. You can  
11 have a hot day in June, a day where the maximum temperature is  
12 100. You will get a different response than if you have a day  
13 with 100 degrees in August where there's been days before that  
14 between 90 and 95. So it's accumulation, it has to do with the  
15 time of the year, it has to do with the temperature mostly. And  
16 then there's -- there's other things that affect the loads that  
17 you cannot guess. There's just always things, people are  
18 unpredictable.

19 Q. Are there other factors that besides the weather  
20 that come to mind?

21 A. The day of the week. Typically peaks only occur  
22 on weekdays. And I can't necessarily say one day over -- of the  
23 week over the other. So that is also a factor. Again, the time  
24 of the year, the season. But the weather is the biggest driver.

25 Q. Okay. And is that the same -- what factors do

1 you believe should be considered in deciding when to make a  
2 curtailment call? Is it the same? Is the weather the biggest  
3 factor?

4 A. Weather and when you're buying from the SPP,  
5 it's not just necessarily -- well, I guess if you're going to  
6 reduce Evergy's peak, then you need to look at the weather in  
7 the Kansas City region. If you're looking for what kind of  
8 market prices, then you look at the whole SPP and what may be  
9 happening there. But if you're reducing the system peak at  
10 Evergy, you should look at the weather and not necessarily just  
11 the temperature, but when -- if there's a front that's going to  
12 be passing through, all -- the weather in general is the biggest  
13 driver.

14 Q. And I'm not sure we've even defined the term  
15 SPP. We talked about that a lot, that's the Southwest Power  
16 Pull; is that correct?

17 A. That is correct. It's a regional -- go ahead.

18 Q. No, no. You finish.

19 A. It's a regional transmission organization that  
20 Evergy belongs to, and I'm talking on general terms. I'm sure  
21 we can get into -- there could be more details where these  
22 generalities don't apply. But Evergy pays SPP for every  
23 megawatt of load of its customers, and it sells its generation  
24 to SPP. The generation is not tied to Evergy's load. It is  
25 tied to the market price and what Evergy expects the market

1 price to be. So the load of the customers does not control what  
2 generation Evergy has online. Therefore, it makes it important  
3 to reduce that load because they have to buy every hour and  
4 that's to cover that load regardless of what they have  
5 generating.

6 Q. And the territory of SPP includes what?  
7 How far reaching is that?

8 A. It may have some -- yeah, it may have some  
9 Canadian providences. I don't know, but it's from north to  
10 south through the -- through the midwest of the country to the  
11 mountains. Kansas City Power and Light is about as far east as  
12 they go. I guess, it would be Evergy west, well, what used to  
13 be GMO.

14 Q. When the Company's customer usage exceeds its  
15 generation, it purchases this power from SPP. Correct? That's  
16 what you were just asked explaining?

17 A. It purchases power from SPP for every hour,  
18 whether it has enough generation up and running or not.

19 Q. And that's considered purchased power?

20 A. Typically in the old -- back before they  
21 purchased from the SPP, yes, that would be considered purchased  
22 power. When we typically talk it that way in rate cases,  
23 because we have models that say this is what the generation  
24 would be and so we need to purchase more than that. But -- so  
25 it is called that, but that's sort of an old term. I don't know



1 what you would call it now. The utilities tell me that, you  
2 know, we're in a new realm here that that no longer applies. We  
3 purchase -- they purchase all of their load from SPP.

4 Q. During peak demand, power prices are generally  
5 higher; is that correct?

6 A. Assuming that SPP's peak is about the same time  
7 as Evergy's, yes. But if Evergy peaks at a time different than  
8 SPP is peaking, then the prices are -- they're often high other  
9 times than just peak, but generally, yes.

10 Q. Are -- do the two peaks -- does Evergy's peak  
11 and SPP's peak generally align or are they often different?

12 A. I have not looked at that, so I really can't  
13 say.

14 Q. When a utility's power needs exceed its  
15 generation during peak demand period, a utility with a demand  
16 response program can call an event and thus reduce the amount of  
17 power it must buy; is that correct?

18 A. That applies to any hour that it calls, the  
19 demand response program, that is correct.

20 Q. So in your testimony, your point was that  
21 Evergy's demand response programs allow it to call an event in  
22 which it will cycle participating customer's air-conditioning  
23 units temporarily to reduce demand during peak periods and thus  
24 reduces purchase power cost; is that accurate?

25 A. I wouldn't necessarily say peak periods. I

1 would say -- I mean, peak periods are important. That's what  
2 will reduce the SPP Schedule 11 fees. And then also the system  
3 fee because the -- Evergy needs to show the right amount of  
4 capacity for SPP. But also looking at what the prices are --  
5 you know, their stay-ahead prices and looking at any hour that  
6 they can reduce the load, then they save money from -- SPP  
7 doesn't charge them as much. So it's not just the peak. It  
8 would be any hour that the price is above zero more or less.

9 Q. Okay. So your basic position is that Evergy  
10 should have called more curtailment events; is that correct?

11 A. Yes. Yes. They had the resources available to  
12 them and they should have used that resource.

13 Q. And you said earlier that you were present when  
14 Mr. File testified and he called over the dates that the Company  
15 had called curtailments for 2018 and '19. Did you agree with  
16 the dates he listed?

17 A. I have no way to know, and the fact that we're  
18 having trouble pinning those dates down, I can't say.

19 Q. Okay. Do you have specific additional dates  
20 that you believe that Evergy should have considered a  
21 curtailment? Are those in your testimony?

22 A. I didn't specifically provide those. All the  
23 data that I really had to work with was the five highest cost  
24 hours in the summers and those are a good start. I was --  
25 Mr. File also had several other things that should be considered

1 and I didn't understand his retail cost. But other than that, I  
2 agreed with him. That information was not available and I used  
3 those 20 hours knowing that I was only capturing a portion of  
4 the number of hours that were actually available to be curtailed  
5 and so it was a very conservative number. It's not -- it wasn't  
6 like I picked 60 hours for the residential and commercial or 80  
7 hours for business, that's the -- that's the part demand and  
8 industrial. That's how much could have been chosen, but I  
9 didn't have more than those 20 hours and I know -- I wanted a  
10 conservative number. I wanted a number that was representative  
11 of what -- a realistic number. And you got to remember too that  
12 this number had Evergy reduced its energy use, the  
13 jurisdictional factors for Evergy Metro would have been lower  
14 and all of the FAC costs would have been reduced that were  
15 passed through to the FAC.

16           So while I did not capture every single cost, I  
17 did not capture the total number of hours that could be  
18 captured. I did not capture that reduction in the FAC cost per  
19 the jurisdictional factor. I feel my number is a good  
20 representative number. It's probably -- the actual would be  
21 much higher. So I am comfortable with my numbers being a good  
22 number for what customers paid that they shouldn't have.

23           Q.       Okay. Let me just clarify that just a bit. So  
24 why did you choose 20 hours instead of the maximum 80 hours or  
25 60 hours for residential?

1           A.           Well, the most obvious answer is that's all the  
2 data I had. So I was okay with using that because I did not  
3 want to go out and cherry pick and find every high -- the  
4 highest price every hour through the summer months. That wasn't  
5 my objective. My objective is to get the Commission a  
6 reasonable estimate of the impact.

7           Q.           Okay. I'm looking through my questions here. I  
8 think you've answered some of them preemptively. Let's see, let  
9 me -- I may be backing up just a little bit, but can you explain  
10 -- well, let's see. Would you agree that there are a number of  
11 ways that your energy savings and prudence adjustments could  
12 have been calculated?

13           A.           Yes.

14           Q.           And so just -- I think you've already said this,  
15 but just so that it's more clear, why should the Commission  
16 accept your method of calculating the energy saving adjustments  
17 as appropriate in this case?

18           A.           To give the exact number probably there's just  
19 no way to do it. But when you -- because really what needs to  
20 be done is to go back and look at some parameters about what  
21 would a reasonable person do, when would they call that, what  
22 time of the year is it, do we need to call now, should we save  
23 some for later. All of those types of decisions would -- you  
24 know, if you're going to be accurate, you'd have to go back and  
25 look at every hour in those four months, which, you know, you're

1 talking 3,000 hour -- over 3,000 hours. So, you know, this  
2 could get so weighted in data and assumption that, I mean, you  
3 often hear don't let perfection be the enemy of good enough.  
4 There could be so money adjustments made to each one of those  
5 hours and so forth. I picked something that I thought would be  
6 conservative and something that's reasonable.

7 Q. Okay. Let's look at your surrebuttal testimony  
8 on Page 18, you're discussing Staff's Data Request Number 41.  
9 Can you --

10 A. Yes.

11 Q. Can you explain to me what Staff's Data Request  
12 Number 41 was? And, again, if I'm -- if I'm asking something  
13 that's confidential please -- please, don't give me the  
14 confidential information.

15 A. What Staff asked for in Data Request 41 was the  
16 hourly prices -- data and market prices for Evergy, both Metro  
17 and West, because they do have different prices for the five  
18 highest price hours in those months. So for each utility for  
19 the month of June, July, August and September, the month -- or  
20 the hour and the market price, the five highest for each month.  
21 So they were 20 data points for 2018, 20-- for 2019 and then for  
22 each utility.

23 Q. And just to clarify, again, this was Data  
24 Request 41 in this case. Correct?

25 A. Well, there was -- since they've been

1 consolidated, yes. There was one in Evergy West case, there was  
2 one in Evergy Metro case.

3 Q. Right. But it was part -- not part of the MEEIA  
4 case?

5 A. That is correct.

6 Q. Okay. Is that --

7 A. Well, wait -- wait a minute. I said yes, but  
8 I'm not sure on that, Judge. I didn't even put that in my  
9 testimony.

10 Q. Do you have a copy of that data request?

11 A. It would take me a minute to find it, but I  
12 could.

13 Q. Is that anything that's overly large or is it a  
14 spreadsheet or do you know what format that is in?

15 A. I believe it was attached to Jay Luebbert's  
16 surrebuttal testimony in this case.

17 Q. Oh. Okay. So you reviewed the five hours in  
18 each summer months with the highest market price for both 2018  
19 and 2019. Correct?

20 A. Correct.

21 Q. And that was what was in the response to Staff's  
22 Data Request 41?

23 A. Yes.

24 Q. Okay. Would it have been more appropriate to  
25 base the energy savings adjustments on SPP's forecasted prices

1 for the highest five hours each month?

2 A. I don't know that they've put out a forecast  
3 more than a day ahead in real time. I think you would look at  
4 what data was provided to you for projected market. I mean, I'm  
5 assuming Evergy has its own department on that. They've got  
6 some really smart people that should be looking at those.

7 Q. But --

8 A. I don't know that we have that in retrospect.

9 Q. Okay. Did Public Counsel or do you know if  
10 Staff asked if that information was available?

11 A. Public Counsel didn't. I don't know if Staff  
12 did.

13 Q. Okay. Can you explain how SPP forecasts energy  
14 prices for its day-ahead market?

15 A. In general terms, because I'm sure it's very,  
16 very detailed. The utility -- the generation members, which  
17 Evergy are load serving and they have the generation. They bid  
18 into the market the availability of their units. And then they  
19 also say what they think the load is going to be. So taking  
20 those, they see where load is going to cross and how much  
21 generation it's going to need and what is that marginal price of  
22 that marginal unit and that's the market price. That's my  
23 understanding of how SPP does the market price. And it's  
24 different for different nodes, because you got transmission  
25 constraints. So that's one of the reasons why Evergy West

1 market price is different than Evergy Metro is because the  
2 transmission constraints.

3 Q. Okay. Is weather forecast as an important  
4 factor in forecasting energy prices in the summer?

5 A. It is in the summer and the winter.

6 Q. And does SPP -- do you know, does SPP rely on  
7 weather information from NOAA?

8 A. I don't have any idea what they rely on.

9 Q. Do those hours of highest market price  
10 correspond to the hours of peak demand for Evergy Missouri Metro  
11 and Evergy Missouri West.

12 A. More often than not, but they may not always.  
13 There may be some transmission constraints, a power plant may be  
14 down for an outage that changes these things, wind may not have  
15 been what they thought it was going to be. There's a lot of  
16 factors, but typically you can say the weather drives them of a  
17 consistent market -- high market prices.

18 Q. Did you have the information necessary to  
19 calculate a prudence amount using the 20-peak-demand-hour market  
20 prices?

21 A. Given unlimited time and unlimited data I  
22 probably would have liked to have calculated something  
23 different, but this is -- and too often an analyst gets  
24 paralyzed by wanting to do the best and only having a little bit  
25 of information. After doing this, I did think about that, you



1 know, what would I -- would I have preferred something else,  
2 then probably. But I am content with these numbers because they  
3 are conservative, and they recognize that there's a lot of  
4 things that I couldn't account for, but you couldn't account for  
5 it even if you had all the data.

6 Q. Okay. Again, on Page 18 of your surrebuttal,  
7 Line 14, you talk about the amount of DRMW available. Can you  
8 just explain what you mean by those, available in these 20  
9 hours?

10 A. The megawatt available is how much demand  
11 reduction the EM&V people said was available or how many -- how  
12 many people had signed up. When you sign up, then they can say  
13 how much of your load is available to be reduced. And so the  
14 megawatt available would be a combination of all the  
15 participants, how much load they could reduce in that hour.

16 Q. Okay. So is it correct that savings that  
17 resulted from the events Evergy actually called in 2018 and 2019  
18 have already flowed through the FAC?

19 A. Yes, and I did last night look at the dates that  
20 were given yesterday. And the -- and my work paper, and that  
21 was about 55,000 of my total 760,000. So that's what I  
22 calculated. Not all those days were in those top 20.

23 Q. Is it accurate that your imprudence amount then  
24 reflects an additional 20 hours above the 20 hours that were  
25 actually called events?

1           A.           The -- I'm trying to remember. There were five  
2 events in 2019 and just -- I think one in 2018 -- two in 2018.  
3 Not all those hours were in the data that I had. Again, there's  
4 a lot of -- what I have is 20 hours, and they could call 60 to  
5 80 hours. So the number is still -- I'm still comfortable with  
6 760,000 even though a few of those hours really were reduced  
7 because of the -- I'm using 25 percent of the total hours  
8 available that could have been called.

9           Q.           I'm having trouble locating the entire DR-41 as  
10 being attached in the testimony. You said that that included  
11 the data points. Correct? The response?

12           A.           You may not be -- it probably isn't labeled that  
13 way. Let me pull up his -- let me access Jay Luebbert.

14           MR. PRINGLE: If I may, Judge. It's not --  
15 Mr. Luebbert's testimony, but also there isn't -- I looked it up  
16 on EFIS and it's -- there's no confidential information in it.

17           JUDGE DIPPELL: Okay. You're saying -- you said  
18 it's not attached to Mr. Luebbert's testimony? I'm sorry, you  
19 cut out just a little bit?

20           MR. PRINGLE: It is not attached to his  
21 testimony, but I have -- I mean, it's referenced, but the actual  
22 response itself is not attached. I have found the response  
23 though and there is no confidential information inside.

24           JUDGE DIPPELL: Okay. Would any of the parties  
25 have an objection to the Data Request Number 41 and it's

1 response being admitted as an exhibit?

2 MR. STEINER: Can we look at it first? I don't  
3 know what it is either, Judge.

4 MR. FISCHER: Yeah, we don't have a copy in  
5 front of us right now.

6 JUDGE DIPPELL: Okay. Can you all take a look  
7 at that and maybe we will address that along with the additional  
8 tariff records at the end or including it as a late-filed  
9 exhibit also. I just want the record to be clear since there's  
10 been a lot of testimony about those responses.

11 MR. FISCHER: Yes. We can do that.

12 MR. STEINER: Yeah, we can -- we can look at it  
13 and say whether we object or not in our filing tomorrow. Is  
14 that what you said, Judge?

15 JUDGE DIPPELL: Yes. Yes.

16 MR. STEINER: Okay.

17 JUDGE DIPPELL: Okay. Thank you. Okay. Let me  
18 see. Let me switch gears here just a little bit.

19 BY JUDGE DIPPELL:

20 Q. Ms. Mantle, can you explain simply what Schedule  
21 11 in SPP's tariffs are?

22 A. My understanding is that it is the schedule that  
23 allocates the cost for the big transmission projects and  
24 upgrades to project. All across SPP, this is the big number,  
25 the big cost from SPP as far as building and upgrading

1 transmission. So it's regional projects, and -- and how they're  
2 allocated and -- that's done through Schedule 11.

3 Q. Okay. Do you know how those Schedule 11 costs  
4 are determined?

5 A. No, I do not. The cost themselves, no.

6 Q. Okay. Do you know how SPP determines Evergy's  
7 load share percentage?

8 A. I would assume it's from the workpapers. It's a  
9 total of -- they look at the -- what's the average of the 12  
10 monthly peaks for all those utilities and sum of all the  
11 utilities peaks to get one for SPP and then each utility is a  
12 percentage, their 12 PP divided by SPP's and that's 50 (audio  
13 distortion) apiece. So what they're doing is taking each  
14 individual's utility number divided by the total.

15 Q. And do you know what Evergy West and Evergy  
16 Metro's SPP load share percentages were in 2018 and 2019?

17 A. No, I do not.

18 Q. Okay. I think I asked that of Mr. File  
19 yesterday and he was going to provide that information later.  
20 If Evergy had made additional curtailment calls during the  
21 review period, how would it have affected the Schedule 11  
22 charges?

23 A. What I call the 12 CP, that's an average of the  
24 12 monthly peaks. For every peak that was lower that goes into  
25 calculating that average. So it's a monthly peak and for these

1 programs, it's only June through September. So for each peak  
2 that was reduced, that 12 CP for that utility is reduced.  
3 Therefore reducing its percentage of the total. And then that's  
4 applied to the next year.

5 Q. Do you have the information needed to know what  
6 load shifts would have been required by Evergy in order to  
7 impact its SPP load share calculation?

8 A. Theoretically just one megawatt would impact it.  
9 So any impact -- even if -- even if they've only shifted one  
10 more peak, it would have impacted. It doesn't have to be all  
11 four peaks. They don't have to get every peak right, but if  
12 they can impact more than just the summer peaks, then they  
13 reduce that Schedule 11 fee.

14 Q. Do your proposed adjustments to energy costs and  
15 SPP Schedule 11 fees assume the maximum number of calls to  
16 Evergy's Demand Response Thermostat Programs during the  
17 imprudence review?

18 A. No, it does not.

19 Q. And I apologize if you've already told me this,  
20 but go ahead and explain how you calculated your adjustments  
21 again?

22 A. I had those 20 hours of data for each utility  
23 for each summer and it would be the demand response amount  
24 available, and it was different for 2018 than 2019. And so I  
25 assume that they did achieve that total amount for each of those

1 hours. So since you've got megawatt and you've got dollars per  
2 megawatts you're multiplying together to get an hourly cost of  
3 not calling that demand response program in that hour. And then  
4 I summed that up. Now for KC-- or for Evergy Metro, I did not  
5 include the month of June in 2018, because that's not in that  
6 FAC prudence period.

7 Q. Okay. Now I'm going to back up to the beginning  
8 of your surrebuttal testimony. At Page 2, are the adjustment  
9 amounts on Page 2, are those adjusted for the 95 percent sharing  
10 mechanism in the FAC?

11 A. No, they are -- no, they are not. And so if  
12 they would be -- should be reduced by 5 percent if a prudence  
13 amount is ordered. So those numbers should be reduced by that 5  
14 percent.

15 Q. Okay. So -- it's been a minute since I've  
16 looked at that, but in Mr. Carlson's rebuttal testimony on Page  
17 22, Lines 11 through 14, he cited some additional reductions.  
18 Are those reductions appropriate?

19 A. I would have to -- I need to have Carlson's  
20 rebuttal.

21 Q. Carlson's rebuttal at Page 22 --

22 MR. CLIZER: I'm handing her a physical copy of  
23 Carlson's rebuttal.

24 THE WITNESS: Okay. Judge, where was that?

25 BY JUDGE DIPPELL:

1 Q. Page 22. It's at the very end there at Lines 11  
2 through 14.

3 A. Those are the same numbers that are in my  
4 testimony.

5 Q. And then he said those need to be further  
6 reduced by applying the appropriate transmission percentage  
7 applicable to SPP transmission service costs and any  
8 jurisdictional adjustments as well as the 95 percent FAC sharing  
9 mechanism adjustment. So we've talked about the 95 percent.  
10 Are the other -- are there other adjustments that would be  
11 appropriate?

12 A. The applicable transmission service cost -- I'm  
13 assuming he's talking about the -- I'm not for sure what he's  
14 talking about there. So it -- I can't really say. The other  
15 thing is that jurisdictional adjustments should -- I thought  
16 about that and did not apply a jurisdictional adjustment to  
17 these because these are -- this is a resource that Missouri  
18 customers are paying for. This is not -- Kansas customers  
19 should not get any of this benefit. It is a -- just a fairness  
20 issue. And it would have reduced the amount of energy and  
21 changed that jurisdictional allocation factor. So I did not  
22 apply a jurisdictional factor to these and I don't think one  
23 should be. Missouri customers should get the benefit of this.  
24 Kansas customers, other jurisdictional customers, should not get  
25 the benefit of these programs that the Missouri retail customers

1 are paying for.

2 Q. So can you just explain to me what a  
3 jurisdictional adjustment would be then? How does that work?

4 A. With Kansas -- with Kansas -- with Evergy Metro,  
5 you have the Kansas portion of the load is one jurisdiction and  
6 then you also -- I'm not for sure whether they have any  
7 wholesale customers or not. So typically with utilities, the  
8 jurisdictional allocation is done so that we can apply just the  
9 cost and savings to Missouri retail customers. The key there is  
10 retail. For Evergy West, while they don't serve customers in  
11 another state, they do have a few wholesale customers.

12 And in a rate case, typically we look at all the  
13 costs. We don't separate them out and then we apply a  
14 jurisdictional factor to them. And that's we do in FAC too,  
15 it's meant to say, the Kansas customers caused some of these  
16 cost and so Missouri customers should not have to pay for them.  
17 And in this case, all of these costs are being paid for -- the  
18 Demand Response Program is a Missouri program. So I allocate --  
19 I did not do the jurisdictional allocation, and they can be  
20 directly assigned.

21 Q. Okay.

22 MR. CLIZER: Your Honor, I apologize, I don't  
23 want to interrupt your flow.

24 JUDGE DIPPELL: Yes.

25 MR. CLIZER: But if you'll give me five seconds,



1 I'd like to address a potential noise problem we might be having  
2 over here.

3 JUDGE DIPPELL: Okay.

4 MR. CLIZER: I don't know if it's picking up on  
5 your audio, but we've got some people outside the office, so can  
6 you give me -- I'm sorry.

7 JUDGE DIPPELL: Okay. We'll pause for just a  
8 second.

9 MR. CLIZER: I'm very sorry to have interrupted  
10 the Commission questions.

11 JUDGE DIPPELL: That's fine.

12 MR. CLIZER: Please continue.

13 BY JUDGE DIPPELL:

14 Q. Ms. Mantle, can you explain -- can you explain  
15 why the energy sales adjustments amount -- why the energy sales  
16 adjustment amounts changed from those included in your direct  
17 testimony?

18 A. I assume that Mr. Carlson was correct. He's  
19 much closer to the data than I am.

20 Q. Okay. So you just used his numbers or did you  
21 have new data that was available?

22 A. I just used his numbers.

23 Q. Okay. So did you have his work papers that  
24 showed those calculations and the source of the data or --

25 A. Honestly, I just took the numbers out of his

1 testimony.

2 Q. Okay. Now, that's what I need to know.

3 A. I don't have it defined in his work papers.

4 Q. Okay. I've got just a couple more straggler  
5 questions for you. These are some of the same questions I asked  
6 the other witnesses yesterday. Okay. What benefits do the --  
7 does the Company experience when designing Demand Response  
8 Program within a MEEIA program rather than offering the DR  
9 program independent of the MEEIA program?

10 A. I am not intimately familiar with MEEIA. My  
11 general understanding is they get cost recovery between rate  
12 cases so they can -- it's not immediate, but pretty close to  
13 immediate cost recover. And then if they meet their goals, they  
14 get more money. And then they also get a return on what they  
15 spent on that program.

16 Q. Okay. And, again, I apologize if we've already  
17 covered this, but I'm just going to ask it the same way I posed  
18 similar question to Mr. Luebbert yesterday. You may recall that  
19 the company witness, Mr. File, was asked about the number of  
20 demand response events called and we discussed that earlier as  
21 well. Can you determine or recall if the number -- if the five  
22 events was the necessary number of events to call in order for  
23 the program to meet the cost effectiveness of one for the  
24 program or are you familiar enough with MEEIA to know that?

25 A. I'm not familiar enough with MEEIA and I don't

1 know what -- I don't know what happened in that case.

2 Q. Okay. All right. I think that answers those.  
3 I have one more for you. When Mr. Pringle was cross-examining  
4 you at the very beginning, you said costs that go through the  
5 MEEIA -- or you said that the cost go through the MEEIA, do you  
6 recall which costs you were referring to?

7 A. The cost of the program, the incentives paid to  
8 the customers and just the administrative costs. All of that,  
9 just like a powerplant, the capital cost are recovered through  
10 general rates, the cost of those programs are recovered through  
11 the DSIM.

12 Q. But and then are there cost that flow through  
13 the FAC?

14 A. They're not cost of the program, the cost that  
15 impact the FAC is -- just as if you used a -- if you had a coal  
16 plant out there and you said, uh, we've taken care of one hour,  
17 let's shut the plant down. That affects the FAC cost, that's  
18 the same thing. This is a demand-side resource, it should be  
19 treated the same way as a supply-side resource. All of these  
20 affect each other, none are done in a silo. The resource  
21 planning, MEEIA programs, all of that affect the fuel costs.  
22 And so therefore -- I mean, we've tried to separate this case  
23 into MEEIA and FAC, and the truth of it is, is they just did not  
24 use this resource in a manner where they even tried to come up  
25 with savings -- energy savings, and that impacts the FAC.

1 Q. So what flows through the FAC is the savings and  
2 purchase power?

3 A. Yes.

4 Q. When a Demand Response Program is utilized to  
5 save energy that needs to be purchased; is that correct? Did I  
6 say that right?

7 A. Yes.

8 JUDGE DIPPELL: Okay. I think that is all the  
9 questions I have. I hope I got all of the questions. I'm just  
10 -- were there any other Commissioner questions? If anybody is  
11 able. Okay. I don't hear anybody. Trying to get on --

12 COMMISSION HOLSMAN: Nothing from me, Judge.  
13 I'm good.

14 JUDGE DIPPELL: Thank you, sir. I know some of  
15 the commissioners are -- most of them have been funneling their  
16 questions through me, because of connectivity and the other  
17 issues. So I hope I got everyone's questions.

18 All right. Is there further -- well, you know  
19 what, this might be a good place -- we've been on the record for  
20 almost two hours. This might be a good place. So don't take  
21 this opportunity to come up with more questions to ask  
22 Ms. Mantle, but I think we'll go ahead and take a short break.  
23 Let's break for 15 minutes and come back at 11:05. We can go  
24 off the record.

25 (OFF THE RECORD.)

1 JUDGE DIPPELL: Okay. So we can go ahead and go  
2 back on the record. And I think the Internet broadcast has been  
3 unmuted. All right. We are back from our break, and over the  
4 break there were a couple of things that came up. So let's  
5 address -- Mr. Pringle, you had some information.

6 MR. PRINGLE: Yes, yes, Judge. There was a  
7 question from the bench to Ms. Mantel about if she was aware if  
8 Staff had requested any forecasted day-ahead pricing from the  
9 Company. In the context of the FAC prudence review and the  
10 MEEIA prudence review, Staff did not. Also Staff is of the  
11 belief that those kind of prices kind of originate from SPP and  
12 that they don't provide those.

13 JUDGE DIPPELL: Okay. All right. I need to  
14 think about if we need one of the witnesses to put that  
15 information on the record.

16 MR. PRINGLE: If need be after Ms. Mantle, I can  
17 throw someone up -- it came from the witnesses in this case and  
18 I could throw someone up there if need be to put it on the  
19 record through that.

20 JUDGE DIPPELL: Okay. And then we also had some  
21 more information about DR-41?

22 MR. PRINGLE: Yeah, I have it. If the parties  
23 are okay, I can make sure to file it as a late exhibit.

24 MR. STEINER: Judge, this is Roger, I think --  
25 we're thinking that it's DR-42 that has the five highest L&Ps

1 for each month.

2 JUDGE DIPPELL: Okay. But DR-41 --

3 MR. CLIZER: I would offer to the --

4 JUDGE DIPPELL: Go ahead, Mr. Clizer.

5 MR. CLIZER: I would simply offer that the  
6 Commission address the question directly to Ms. Mantle on the  
7 record.

8 THE WITNESS: I found them in the MEEIA case,  
9 EO2020-0227, and 0228. And in that case, they were DR-42. So I  
10 guess I would correct my testimony to that. If Mr. Pringle is  
11 aware that they were in the FAC case, that could be where I got  
12 my 41, but I found them in the MEEIA case under DR-42 in each of  
13 those cases, the same DR.

14 JUDGE DIPPELL: And would there be any objection  
15 to that DR-42 coming into the record? Shall we go ahead and  
16 have it submitted and you can make your formal objections with  
17 the objections to the tariff pages? Or do you know now that you  
18 don't have an objection?

19 MR. STEINER: We could certainly do that, Judge.  
20 We'll include DR-42 from the MEEIA case in the filing we make  
21 tomorrow.

22 JUDGE DIPPELL: Okay. That will work. So we  
23 will again -- we'll just hold the record open for that DR and  
24 I'll get your responses to it.

25 MR. STEINER: Yeah. I mean, the question and

1 the answer.

2 JUDGE DIPPELL: I appreciate that.

3 MR. STEINER: And then this might be a good time  
4 -- the reference was made to the loads ratio shares, and we have  
5 that information, should I put that in my filing tomorrow as  
6 well?

7 JUDGE DIPPELL: Yes. Yes. I was going to bring  
8 up at the end.

9 MR. STEINER: I will do that.

10 JUDGE DIPPELL: Okay. So I think then with  
11 that, unless there's something else, we're ready to begin with  
12 further cross-examination of Ms. Mantle. So is there further  
13 cross-examination based on Commission questions from Staff?

14 MR. PRINGLE: Yes, Judge.

15 FURTHER CROSS-EXAMINATION BY MR. PRINGLE:

16 Q. Good morning again, Ms. Mantle?

17 A. Good morning.

18 Q. So a lot of -- you had a line of questions today  
19 about number of events that were called or should have been  
20 called. Correct?

21 A. I have, yes.

22 Q. And now there was a lot of talk about these five  
23 events that were stipulated to in the document that Mr. Fischer  
24 used during his cross-examination, that Stipulation and  
25 Agreement. Do you recall that?

1 A. Yes.

2 Q. And now you had a paper copy of that document.  
3 Correct?

4 A. I have an electronic copy also, yes.

5 Q. Okay. Well, then can you actually open up the  
6 electronic copy for me?

7 A. That would be the Stipulation and Agreement?

8 Q. Yes, ma'am.

9 A. Yes. I have it open.

10 Q. And are you looking at it in Adobe Reader?

11 A. Yes.

12 Q. What is the title of that document at the very  
13 top of the Adobe bar?

14 A. The title of the document?

15 Q. Yes?

16 A. Of the Adobe file?

17 Q. Yes, on like the tab, the Adobe tab?

18 A. Okay. I've got several others open, so I can't  
19 see it all. Stipulation and Agreement 2-15-2019.PVS.

20 Q. Okay. Is this the same copy that was emailed to  
21 the parties by Mr. Fischer on -- I believe, it was Monday?

22 MR. CLIZER: Can I just ask that we clarify  
23 which stipulation we're talking about. I seem to have lost  
24 track.

25 MR. PRINGLE: Yeah, we're talking about the



1 stipulation that was viewed by Mr. Fischer. It was the  
2 stipulation EO-2019-0132 and EO-2019-0133.

3 THE WITNESS: I may have renamed that when I  
4 saved it to my -- the subdirectory where I was trying to  
5 organize what documents I may be asked to look at.

6 MR. PRINGLE: All right.

7 THE WITNESS: I can go back to the paper, if you  
8 would like me to.

9 MR. PRINGLE: No. No. This has to do with  
10 electronic copy, Ms. Mantle. Just, I guess, to make this  
11 easier, Judge, I can share my screen with the actual email and  
12 original title of it.

13 JUDGE DIPPELL: Mr. Pringle, what relevance does  
14 the saved name of a document have to this proceeding?

15 MR. PRINGLE: It says MEEIA 3 minimum -- called  
16 minimum events.

17 MR. FISCHER: Judge, I'm going to -- I'll object  
18 to that. That was a designation I may have had on my computer  
19 when I sent out. It has nothing to do with what the initial  
20 document says.

21 JUDGE DIPPELL: Yeah, I'm failing to see the  
22 relevance, Mr. Pringle. Can you explain it?

23 MR. PRINGLE: To me, that document was shared  
24 with all the parties, being called a Minimum Events Called. It  
25 kind of goes to say that Number 5 that Mr. Fischer spent a lot

1 of time discussing was intended to be a minimum number, not an  
2 exact number.

3 MR. FISCHER: Judge, it really is irrelevant,  
4 what I had it designated in any computer.

5 JUDGE DIPPELL: Yeah, I'm not going to allow you  
6 to ask her questions about that. If she knows what the document  
7 was meant, but I don't see how the name you mentioned has any  
8 relevance. Ms. Mantle didn't name it.

9 MR. PRINGLE: All right. Thank you, Judge, I'll  
10 move on.

11 JUDGE DIPPELL: Thank you.

12 BY MR. PRINGLE:

13 Q. Now, Ms. Mantle, let me just pull up my  
14 questions real fast here. Now, if an adjustment is made in this  
15 case, the FAC prudence review, as opposed to an adjustment in  
16 the MEEIA prudence review docket, is it possible its demand  
17 response issue may be raised in the Company's next general rate  
18 case to reflect the imprudent action to the FAC?

19 A. It could be raised in the next rate case, but it  
20 would be retroactive. I don't know that I've ever seen the  
21 Commission go back and get something like that.

22 Q. So it is a possibility?

23 A. Yes.

24 Q. And also given the incentive structure in place  
25 for the Evergy DR programs, would a reasonable person have

1 attempted to reduce the monthly peak in an attempt to minimize  
2 the Schedule 11 costs?

3 A. Yes.

4 Q. And also, would a reasonable person target  
5 demand response events around times in which the highest market  
6 prices are incurred?

7 A. They would target it -- especially initially, in  
8 June, July on when they expect market prices to be highest,  
9 allowing to make sure there's some events for reduction of peaks  
10 in the other, because you've got dueling objectives here. And  
11 you've got the objective of reducing the peaks, but you also  
12 have -- should have an objective that they put in their tariff  
13 sheet of reducing energy costs. So just as they work really  
14 hard to make sure they get the right peak -- or right hours to  
15 get the right peak, they should work hard to get the hours with  
16 the highest price. Did that answer your question?

17 Q. Yeah. That gave me -- that gave me what I  
18 needed, Ms. Mantle. And also, when it comes to calling demand  
19 response events, are you familiar enough with the MEEIA statute  
20 to understand the responsibility to maximize benefits?

21 A. I can't say that I am.

22 MR. PRINGLE: Thank you, Ms. Mantle.

23 I have no further questions, Judge.

24 JUDGE DIPPELL: Thank you. Is there any further  
25 cross-examination based on commission questions from Everygy?

1 MR. FISCHER: Yes, Judge. Thank you.

2 FURTHER CROSS-EXAMINATION BY MR. FISCHER:

3 Q. Good afternoon, Ms. Mantle. I just had a couple  
4 more follow-ups. Whenever you began your discussion with Judge  
5 Dippell about the definition of purchased power, I think you  
6 were explaining that today the Company bids in its generation  
7 and then it purchases back from SPP all of its basically, its  
8 needs; is that right? Or it's a very high level?

9 A. At a very high level. I still have trouble  
10 believing the megawatts all flowed -- to SPP and then SPP sends  
11 them back out, but that's the accounting method for taking, for  
12 doing it.

13 Q. Yeah. And that -- is that correct, that that's  
14 usually referred to as the integrated marketplace, the IM?

15 A. I don't know -- it's done in the IM through the  
16 integrative market. I -- whether that's what it's fully known  
17 as, I don't know.

18 Q. Okay. And about that time in your discussion  
19 with Judge Dippell, you mentioned that peak periods are  
20 important. Would you elaborate why they're important from your  
21 perspective?

22 A. Well, first of all, utilities in Missouri are  
23 supposed to provide safe and adequate service, and provide  
24 reliable service for their customers at every hour, and whether  
25 it's peak or off-peak. So it's important to have energy

1 available at the peak demand hour. SPP requires its load  
2 entities -- entities that also serve a load to have enough  
3 capacity to meet its peak load plus -- it's forecasted peak load  
4 plus a reserve margin just in case some of that generation is  
5 not available. So it is a measure of whether or not a utility  
6 has enough generation to meet its load. And in this case  
7 demand-side is not the generation portion of that equation, it's  
8 more the load. So if you reduce the load, you don't have to  
9 have as much generation.

10 Q. Well, just talking about the peak, would you  
11 agree that the Programmable Thermostat Program is intended to  
12 help reduce system peak and thus defer the need for additional  
13 capacity?

14 A. Not in the case of Evergy, because you have so  
15 much excess capacity you're not going to defer anything.

16 Q. Well, if that's what the tariff said, would you  
17 dispute that that was the stated purpose for the program?

18 A. That is the stated purpose. If it's in the  
19 tariff sheet. I don't have the tariff sheet in front of me.

20 Q. I'll represent to you I just read that. Their  
21 voluntary programmable thermostat is intended to help reduce  
22 system peak load and thus defer the need for additional  
23 capacity. The program accomplishes this by cycling the  
24 participants air conditioning units or heat pumps temporarily in  
25 a KCPL coordinated effort to limit overall system peak load.

1 That's under the definition of purpose of the tariff -- of the  
2 program. So would you agree that that's generally considered a  
3 purpose?

4 A. That's generally considered the purpose of  
5 demand response type of programs.

6 Q. I was also interested in your discussion about  
7 how you chose the -- I think it was the -- it was a good start,  
8 the highest hours for 20 hours. You were discussing there your  
9 -- the way you calculated your disallowance; is that right?

10 A. I was discussing that, I don't know if you're  
11 representation was exactly correct, but, yes.

12 Q. Well, it probably wasn't. I'd have to stipulate  
13 to that, but would you explain to me just one more time how you  
14 chose the top 20 hours that you used?

15 A. I did not choose those. They were provided in  
16 response to Staff DR-42 in the MEEIA cases where they were --  
17 Everygy was asked for the market prices of the five -- the five  
18 highest market priced hours for the two summers, and that's the  
19 information I have. And so that -- I used that, multiplied each  
20 of those hourly prices by the megawatts available to the demand  
21 response program to come up with the amount that customers were  
22 charge for energy that they didn't have to be charged for.

23 Q. Okay. So you used the data from Staff which was  
24 actual data. Correct? For those months, you knew what -- you  
25 knew what those hours were based on what actually happened

1 during the month, in the summer?

2 A. Assuming Evergy provided correct information  
3 from -- to them, yes. I used that.

4 Q. And what --

5 A. It wasn't from Staff, it was from Evergy.

6 Q. Okay. Well, at the time those -- as you  
7 mentioned, those really smart people at Evergy had to make the  
8 decision to curtail -- to call a curtailment event. Did they  
9 have that information available?

10 A. No, because -- I'm assuming these were the  
11 actual -- so they would not have that at the time, they would  
12 have to make those decisions. An estimate.

13 Q. So you based your disallowance on hindsight  
14 information that was not available to the Evergy  
15 decision-makers. Correct?

16 A. For those 20 hours only. It's not like I went  
17 and took the 80 top hours and applied the demand response and  
18 megawatts to 80 hours or even the residential and commercial to  
19 60 hours. It was just those 20 hours. And for KCPL, KCPL it  
20 was only 16 hours in the summer of 2018.

21 Q. And for KCPL, the decision-makers at the time,  
22 they made the decision to curtail would not have had that  
23 information available either. Correct?

24 A. That is correct.

25 Q. Is it your understanding that prudence is

1 determined on a reasonableness standard based upon information  
2 that is available at the time given all the circumstances that  
3 were known to the decision-makers?

4 A. Can you repeat that?

5 Q. Is it your understanding that under the  
6 reasonableness standard that's used by the Commission in  
7 prudence cases, that it is based upon information that is  
8 available to the decision-makers under all the circumstances  
9 that were known at the time they made their decisions?

10 A. I think that is the standard for determining  
11 whether or not something was imprudent. We've been discussing  
12 the amount, which I think is a different -- you have to do with  
13 the information you have.

14 Q. And would they have known at the time they had  
15 to make their curtailment decision that they had agreed to  
16 comply with the order that said they should do five during the  
17 summer?

18 A. I cannot say what they knew.

19 Q. You would expect someone though that had entered  
20 into a stipulation in the past to know that information as they  
21 were trying to make a decision to whether to curtail or not.  
22 Correct?

23 A. No. The only person that I can assume knew that  
24 at that time and even he may have forgotten it at Evergy would  
25 be Roger Steiner, because his name was on the stip and



1 agreement. I do not know if he was in the room when these  
2 decisions were made.

3 Q. Those decisions were -- or that -- the signature  
4 by Roger Steiner was on behalf of the corporation; is that  
5 right?

6 A. Yes.

7 Q. Okay. Now, as I understand it, your testimony  
8 was in your discussion with Judge Dippell was that you're  
9 recommending 14 events during the summer period. Correct?

10 A. That's what my testimony -- that is in an answer  
11 to a question in my testimony. That is not the number -- the  
12 numbers that I generated.

13 Q. Okay.

14 A. That would have only been like nine or ten  
15 events. It wasn't even the full 14 events.

16 Q. Would that be a reasonable number to do in the  
17 coming summer for Evergy?

18 A. Yes.

19 Q. What dates should Evergy call 14 events in the  
20 summer of 2021?

21 A. They should call a total of 15. I had said 14  
22 -- they should call a total of 15 for three -- four hours for  
23 the residential/commercial and they should call a total of ten  
24 for eight hours of peak for the demand response incentive. In  
25 my testimony, I had 14 and nine, saving the one for operational

1 consideration. By the end of September, they should know  
2 whether they are going to need that one for operational  
3 consideration. So therefore to maximize the amount of energy  
4 savings, they should do 15 and ten.

5 Q. On what dates should Evergy call 15 and ten  
6 events during the summer of 2021?

7 A. On days that they believe should be -- are going  
8 to be the monthly peaks and on days that they believe market  
9 prices are going to be high.

10 Q. And what days are those going to be?

11 A. If I knew that, I would not be working for OPC,  
12 I'd be on the stock market.

13 Q. So a reasonable person has to understand the  
14 market at the time not knowing what were the highest day -- what  
15 were the highest hours in the summer; is that right?

16 A. A reasonable person would know that if the  
17 market price was above the cost of these demand response  
18 programs, which the majority is zero cost, they would know if  
19 the price of energy was going to be above zero, it could save  
20 money for its customers. And therefore to maximize savings,  
21 whether it was the highest cost day, highest cost hour, or any  
22 hour above the price of zero, a reasonable person would know  
23 that they could save money for the customers and would take that  
24 action.

25 Q. But at this point in time sitting on the stand,

1 you can't tell us what days we ought to do it. Correct?

2 A. No one can.

3 MR. FISCHER: Okay. That's a good point. Thank  
4 you.

5 That's all I have, Judge.

6 JUDGE DIPPELL: Thank you. Is there redirect  
7 from Public Counsel?

8 MR. CLIZER: Yes, Your Honor.

9 MR. CLIZER: Good afternoon.

10 THE WITNESS: It's still morning, unless you're  
11 on east coast time.

12 MR. FISCHER: You're right. Thank you for your  
13 patience, Ms. Mantle, I wanted to thank you, I appreciate your  
14 answers.

15 REDIRECT EXAMINATION BY MR. CLIZER:

16 Q. Let's start with the recross from Evergy. First  
17 of all, Evergy was asking a lot of questions regarding hindsight  
18 as to the calculated amount. Now, without actually determining  
19 whether or not you employed hindsight calculating the amount,  
20 was there any hindsight involved in determining whether or not  
21 they acted imprudently?

22 A. No. There's no question to that.

23 Q. And why is that?

24 A. Because as I said to Mr. Fischer, anytime the  
25 cost of energy is above the cost of the demand response program,

1 calling that demand response program will save the customers  
2 money, it will save energy that the customers do not have to pay  
3 for.

4 Q. So because they save money any day that the cost  
5 factor is positive, do you actually need to know exactly which  
6 days are the highest in order to be prudent?

7 A. No. To maximize prudence, you would have to  
8 know that. But prudent people don't know that and prudent  
9 people would do the best that they could.

10 Q. Are you suggesting that they call all 15 events  
11 on the first day of the curtailment period?

12 A. That would be imprudent.

13 Q. What would a prudent person do?

14 A. A prudent person would have -- would know what  
15 the load characteristics of the Evergy utilities were, and they  
16 would know response to the weather. They would use few events,  
17 two or three, to get the peak in June and then trying to get the  
18 peak in July and knowing that the hot weather is typically in  
19 July and August, that's when you would try to use -- maximize  
20 your events. And then in addition, you'd save a few events for  
21 before September trying to get that peak. But even if you  
22 didn't get that actual peak in September, you only have two  
23 events left and you missed the peak, you would still call those  
24 events because you are saving the customers money.

25 Q. Would a reasonable person review information

1 like the day-ahead market, weather reports, et cetera, the same  
2 way you're trying to predict a peak when trying to predict when  
3 to the call for economic reasons?

4 A. Definitely. To have a good feel not only for  
5 the load of the utility, but also the SPP market and what drives  
6 those market prices.

7 Q. So when you were asked, you know, how you  
8 predict what time -- what peaks or -- when you were asked what a  
9 reasonable person would know, and you said no one could know,  
10 what did you mean by that exactly?

11 A. No one can pick a specific date, and you can  
12 know it's going to be Monday through Friday, you can know it's  
13 likely to be about 4:00 p.m. in the summer months. But as to  
14 whether it's August 6th or August 12th or July 27th, there is no  
15 way you can know, because you don't know the weather on most  
16 days.

17 Q. But you can make reasonable predictions based on  
18 the information that's available and act prudently by choosing  
19 to call events at all?

20 A. That's correct. You can.

21 Q. You were asked some questions by counsel for  
22 Evergy regarding the purpose of the demand response programs.  
23 Even if the tariff had purpose language, does that preclude  
24 Evergy from the tools available in those programs to act  
25 prudently in other situations?

1           A.           No, it does not. We expect Evergy to use its  
2 generation efficiently and effectively, and we should expect the  
3 same of them with their demand-side program also.

4           Q.           Does the demand-side program allow for a purpose  
5 outside of the stated purpose of reducing capacity or maybe not  
6 reducing capacity, but I think you know what I mean?

7           A.           The tariffs themselves show that Evergy -- one  
8 of the purposes that it's be used for was economic reasons,  
9 which is exactly what we are claiming they did not do and so  
10 therefore there is another purpose, and every tool should be  
11 used effectively, and this is a tool that we've -- that was not  
12 used effectively. To reduce cost for Evergy or Evergy's  
13 customers, it didn't -- it made very little difference to Evergy  
14 itself.

15          Q.           I'm going to move on to some of the questions  
16 you were asked directly by the Commission. First off, there's  
17 been -- in describing how you calculated your disallowance,  
18 there's been a lot of talk of the number of hours and the number  
19 of events, and I want to make sure that there's come clarity  
20 here. So is each event one hour?

21          A.           No. For the residential/commercial thermostat  
22 programs, they are -- they can call up to 15 in the month of  
23 June and September and each of those can be up to four hours  
24 long.

25          Q.           So 15 events up to four hours long?

1           A.           For a total of 60 hours. And for the industrial  
2 program, they allow ten events, and then they also -- and those  
3 events can last as long as eight hours for a total of 80 hours.  
4 And probably also notable, is that Evergy has a tariff allowing  
5 those same customers to take advantage of the marketplace and  
6 reduce their loads during high market prices and that money goes  
7 straight back to those customers.

8           Q.           So for the 20 hours that you looked at, do you  
9 have an idea of how many events that would actually correlate  
10 to?

11           A.           When I -- I was careful that when I went and  
12 priced this out, and I calculated for summer of 2018, it would  
13 have been, I think, nine events and most of those events were an  
14 hour or two hours long. They were not the full four hours that  
15 the Company could've called for. And in 2019, it did get up to  
16 ten events, but, again, those were not -- each of those were not  
17 four hours long.

18           Q.           You were -- there was some significant  
19 discussion regarding the five events that kind of were called in  
20 2019 for the Residential Thermostat Program, those five events  
21 alluded to by Mr. File. How many hours then combined were in  
22 those five events, do you know?

23           A.           From my work papers or?

24           Q.           For the five events that were actually called in  
25 2019?

1           A.       Well, he -- I believe it was Mr. Fischer's  
2 presentation that said it was from 4:00 to 6:00, which means it  
3 would be from 4:00 to 5:00 and 5:00 to 6:00, so two hours long,  
4 five events, two hours a piece, that's ten hours.

5           Q.       Obviously, you know, you spoke at length about  
6 how you considered your number to be conservative. Just to be  
7 clear, is the OPC asking for a greater disallowance than what  
8 you recommended?

9           A.       No.

10          Q.       I think we've kind of touched on this, but some  
11 of the earlier questions you received from the Commission were  
12 describing peaks, you know, what factors you need to consider  
13 when trying to select peaks. Is reducing peaks the only  
14 consideration that Evergy needs to be making when it's  
15 considering whether to call a demand response program?

16          A.       No. It should be -- market price should also be  
17 reviewed. Especially if you know you've already gotten the peak  
18 for that month, and reduced peaks. But even if you haven't and  
19 you're running out of month, and running out of the curtailment  
20 season getting to the end of September and you've got available  
21 events. And, again, any time the market price is above zero,  
22 you will save the customers money if you call these events.

23          Q.       All right. Let's go to the original  
24 cross-examination of Evergy. One of the last things you were  
25 kind of asked about was this concept of arbitrage. Do you



1 recall that?

2 A. Yes.

3 Q. All right. And you were asked, you know, isn't  
4 it possible, the day-ahead markets might be wrong. Do you  
5 recall being asked a question similar to that, at least?

6 A. The day-ahead market will always be wrong. The  
7 real-time market is the one that -- but you have to plan on the  
8 day-ahead.

9 Q. Let's make sure we're clear here. When you say  
10 wrong, you just mean that it's not the actual number?

11 A. It's not the day-ahead price. Sometimes it's  
12 more, sometimes it's less.

13 Q. How often are you going to expect a wild or a  
14 significant difference between the day-ahead and the actual  
15 market price?

16 A. While I do not have a number, I do know that if  
17 that happens a lot, the market isn't working like it should.  
18 The participants cannot plan very well and they cannot offer  
19 into the market. That's an unstable market. And SPP will work  
20 to reduce that amount so that it has a stable market.

21 Q. So is it reasonable that to say that it's highly  
22 likely the day ahead market will be close to the actual market  
23 price, that one should expect it, at least?

24 A. I believe participants expect it to be close.  
25 That's how they make their bids, that's how they know what cost

1 they're going to incur.

2 Q. You know, part of that discussion was focused on  
3 the idea that, you know, if Evergy get these wrong, these costs  
4 are going to flow to the FAC. Does Evergy engage in any other  
5 kind of speculative ventures that also flow through the FAC?

6 A. All the time. And the biggest that comes to my  
7 mind right now, are the wind PPAs that Evergy has entered into  
8 to make money for the customers of which they've lost hundreds  
9 of millions of dollars that customers have had to pay for. So  
10 in that case, Evergy is perfectly fine with gambling with  
11 hundreds of millions of the customers dollars, because that  
12 flows directly through the FAC. And here, they're willing to do  
13 -- take these risks for a very small amount of money.

14 Q. One of the conversations that you had with  
15 Evergy on cross was talking about when to push the button, so to  
16 speak. Do you kind of recall what I'm referring to?

17 A. Yes.

18 Q. I can -- this is something we might have already  
19 touched on a little bit earlier, but in your surrebuttal, you  
20 explain what a prudent person would do looking at the market and  
21 how they would select peaks; is that correct?

22 A. That's correct.

23 Q. At the risk of maybe repeating ourselves, can  
24 you basically describe what exactly a prudent person -- what  
25 would you expect a prudent person to do, in your professional

1 opinion?

2 A. In this instance, I would expect -- and I'm not  
3 a risk taker, but I would expect a prudent person to maximize  
4 the benefits from this program. And that would mean trying to  
5 hit the peaks, trying to hit the hours where the market price is  
6 the highest. And at the very least, using that resource and the  
7 number of resources -- events allowable to maximize the benefit  
8 to the customers.

9 Q. So even if they don't hit the peaks, even if  
10 they don't hit the highest prices, it's still imprudent if they  
11 don't try to even attempt to call them, the demand response  
12 events?

13 A. If they do not attempt to call them, the  
14 customers lose. It's just that simple. By not doing anything,  
15 the customers lose.

16 Q. If that whole you miss a hundred percent of the  
17 shots you don't take scenario, right?

18 A. Doing nothing is a choice.

19 Q. So obviously, you know, in the Evergy cross, we  
20 had a lot of conversation regarding this Stipulation, and I want  
21 to talk to you a little bit about it. Now, first of all, this  
22 Stipulation only covered 2019. Correct?

23 A. That is correct.

24 Q. So even if we assume that it controls for 2019,  
25 this prudence review period also covers 2018. Right?

1           A.       It covers the summer of 2018. It starts in June  
2 of 2018 for Everygy West and it starts in July of 2018 for Everygy  
3 Metro.

4           Q.       So even if the Commission were to find that this  
5 Stipulation controlled, Everygy would still have been imprudent  
6 for the summer of 2018?

7           A.       That is correct.

8           Q.       Absolutely?

9           A.       And I don't believe -- I believe that was  
10 impetus of this Stip and Agreement. They weren't calling.

11          Q.       Do you have the Stip in front of you?

12          A.       Yes, I do.

13          Q.       And can you go to Page 3 for me?

14          A.       Okay.

15          Q.       So, I'm not going to ask you to read the whole  
16 thing. That's a bit tedious, but if you'll just read to  
17 yourself Number 7. I mean, you don't need to read A and B,  
18 just --

19          A.       Okay.

20          Q.       Based on that language, would you -- is your  
21 interpretation that A and B were exceptions to a requirement  
22 that they increase their demand saving targets?

23          A.       That is not how I would read it.

24          Q.       How would you read it?

25          A.       I would read it that they're going to increase

1 the savings target and as a part of that, at least, A and B  
2 would be done. A and B were not -- I don't believe were the  
3 only things that could be done to increase the target, but at  
4 least A and B would be done.

5 Q. As far as Subsection B goes, you know, it says  
6 the -- you would agree that it says, The Company will call five  
7 demand response events per jurisdiction during the summer of  
8 2019?

9 A. That is what it says.

10 Q. If a company called six events, do they also  
11 call five events necessarily?

12 A. Yes.

13 Q. So if a company had called six or more events,  
14 would, in your opinion, they be in compliance with this  
15 provision?

16 A. Definitely.

17 Q. Is there anything in this provision that says  
18 you shall not call more than five events?

19 A. I have not seen it.

20 Q. Is there anything in this document that refers  
21 to the FAC? Admittedly, you'll probably take a moment to  
22 actually go through the document. Please, take your time.

23 A. I did a search and find on the letters FAC, and  
24 it was used in the document only as parts of words, like factors  
25 and facsimile. It was -- the fuel adjustment clause was not

1 mentioned in this document.

2 Q. Is there anything about this document that would  
3 suggest to you that Evergy was absolving itself of its  
4 responsibility to act prudently outside of the MEEIA?

5 A. Can you repeat that question again?

6 Q. Was there anything in this document that  
7 suggested to you or suggests to you, present tense, that Evergy  
8 was absolving itself of its responsibility to act prudently  
9 outside of a MEEIA context?

10 A. Oh, no. That should be expected all the time.

11 Q. And even if Evergy had settled a MEEIA case,  
12 would you still expect them to be prudent in an FAC case or with  
13 regard to its fuel purchasing provisions?

14 A. Yes, because it's not done in -- one is not done  
15 as a silo to the other. Each affects the other.

16 Q. This might be a trickier question because you  
17 might not remember, but you were asked a question regarding  
18 something Mr. File had said previously, and you had more to say  
19 in response, but you were cut off. I don't know if you recall  
20 what you're going to say?

21 A. Yes. Mr. File, in his response or in his  
22 testimony yesterday, stated that, well, he thought that if they  
23 had -- it was his opinion, if they had to have more than -- if  
24 they wanted to do more than five, they would have to go to the  
25 other party and get permission to not follow this stip. A

1 prudent person knowing that it can achieve more benefits for the  
2 customers would have come and asked, can we -- if they thought  
3 they were constrained to this Stip and Agreement, a prudent  
4 person would say, I can save more money if I increase that  
5 number and would have come and asked to increase that number.  
6 And I am not aware that that -- I'm pretty sure that would have  
7 been brought up if Everygy had done that, had tried to have more  
8 than five events that the other parties told them no.

9 Q. Do you still have it open in front of you, the  
10 Stipulation, I mean?

11 A. Yes.

12 Q. If you went to Page 7 and say Paragraph Number  
13 21?

14 A. That is -- it's just that it may be modified by  
15 the signatories only by written -- amendment executed by all the  
16 signatories.

17 Q. So is that reinforcing your position that they  
18 could have asked for more events?

19 A. Definitely. And I have a hard time believing  
20 Staff or OPC would've said no.

21 Q. To your knowledge, did they approach us?

22 A. Not to my knowledge.

23 Q. And you were asked some questions regarding the  
24 \$25 that residential thermostat customers receive as part of the  
25 Residential Thermostat Program. Do you kind of recall that

1 question?

2 A. Yes.

3 Q. Now according to the testimony of Mr. File,  
4 Evergy designed this program to allow for 15 residential events  
5 to be called; is that correct?

6 A. That's my understanding of his testimony.

7 Q. Given that they designed the program for 15  
8 events, is it your opinion that they must have assumed the \$25  
9 was an sufficient incentive to give --

10 MR. FISCHER: Objection. Objection. Your  
11 Honor, calls for speculation on what Evergy might've thought.

12 JUDGE DIPPELL: I will sustain that, Mr. Clizer.

13 BY MR. CLIZER:

14 Q. Let's move on to the cross that Staff offered.  
15 Staff asked you a question regarding the fact that the demand  
16 response program is funded through the DSIM, do you recall that?

17 A. I recall that.

18 Q. Could the failure to properly utilize a program  
19 create costs that should flow to the FAC even if the underlying  
20 program was pursuant to a separate statute or a separate  
21 recovery mechanism?

22 A. Definitely, just as the building -- or the  
23 inefficient utilization of a power plant. Those costs flow  
24 through regular rates. Inefficient use of that, causes increase  
25 costs in the FAC. Again, they're both resources similar in that



1 the initial capital costs are recovered through different  
2 mechanisms that they effect the FAC.

3 MR. CLIZER: I believe that concludes my  
4 redirect. Thank you, Your Honor.

5 JUDGE DIPPELL: Thank you, Mr. Clizer. All  
6 right. I believe that that concludes Ms. Mantle's testimony. I  
7 do want to just clarify, again, about the data request and that  
8 number. In reviewing Mr. Luebbert's testimony, it looks like he  
9 mentions data request 41, but then discusses a response, a data  
10 request response Number 42. I just want to make sure we're all  
11 on the same page, that we think now that that is Data Request  
12 Number 42, is the one with that -- or the response to Data  
13 Request Number 42 is the accurate item. Is that everyone's  
14 understanding?

15 MR. CLIZER: We are verifying.

16 JUDGE DIPPELL: Okay.

17 COURT REPORTER: I was going to say nobody  
18 responded, correct?

19 JUDGE DIPPELL: Correct.

20 MR. PRINGLE: The day-ahead LMP, it is DR-42  
21 from the MEEIA Prudence Review Case, EO-2020-0227.

22 JUDGE DIPPELL: Okay.

23 THE WITNESS: That's also the case that's  
24 EO-2020-0228. 228, yes. Because it was one for one utility and  
25 another for the other, but both of them in Number 42.

1 JUDGE DIPPELL: Thank you, Ms. Mantle.  
2 Mr. Steiner, I'm sorry, I muted you because you apparently have  
3 something going on in your office. If you need to evacuate,  
4 please do.

5 Mr. Fischer, do you have any idea what  
6 Mr. Steiner was trying to tell us?

7 MR. FISCHER: I think he was trying to tell us  
8 that it's 42.

9 JUDGE DIPPELL: Okay. We appreciate one of the  
10 issues of technology. We appreciate not hearing the building  
11 alarms going off in Kansas City.

12 MR. FISCHER: Judge, we do appreciate all the  
13 technology that you've had to deal with to get us through this,  
14 so thank you.

15 JUDGE DIPPELL: We're all learning together  
16 here. All right. Well, I think -- I think that that will take  
17 care of that for now and once the building alarms stop, if  
18 Mr. Steiner has something to add, he can do so.

19 I know I made the witnesses stick around and I  
20 appreciate that. I don't believe I'm going to need to call any  
21 of them back, but I do want to, before I say that conclusively,  
22 we talked about -- I had asked Mr. File to find those numbers  
23 and you believe that he had those numbers now, Mr. Fischer; was  
24 that correct?

25 MR. FISCHER: I'm sure he -- I'm not sure I know

1 which numbers you're talking about.

2 JUDGE DIPPELL: I'm sorry. The percentages.

3 MR. STEINER: All right. Judge, the fire alarm  
4 is over. We're all safe. So sorry about that. So I really  
5 didn't hear what was said, so I apologize for that. So we think  
6 it's DR-42 and we would submit that tomorrow in our filing.

7 JUDGE DIPPELL: Okay. I think we've all agreed  
8 that it is -- that is the correct one. So I asked Mr. File a  
9 couple of questions yesterday and -- about the percentages --  
10 and now I'm trying to remember.

11 MR. STEINER: Load ratio share?

12 JUDGE DIPPELL: Yes, that one.

13 MR. STEINER: I have that information, I was  
14 going to file that tomorrow as well.

15 JUDGE DIPPELL: Okay. Very good. As long as  
16 that can be considered a fact in the case, so that we can use  
17 it. As long as it becomes part of the testimony.

18 MR. STEINER: Well, the filing I was going to  
19 make and, I guess, was going to be late filed exhibits. I mean,  
20 they're the tariffs, the load ratio share, and this DR-42. How  
21 would you like me to designate it?

22 JUDGE DIPPELL: That will work. Just designate  
23 it as a late filed exhibit. And then I will number it and mark  
24 it, and we will get responses that way.

25 MR. STEINER: Okay.

1 JUDGE DIPPELL: And then once there's no  
2 objections, I will admit it at that point. Okay. That will  
3 work.

4 So we have that and we have the other tariffs  
5 that OPC is going to do the same way. They're going to file  
6 those. I'm going to mark them. I'm going to give them a number  
7 for identification purposes even though it's something we were  
8 going to take official notice of.

9 MR. CLIZER: Given that, Judge, would you prefer  
10 that I style as a motion to take administrative notice or a  
11 notice for a late filed exhibit?

12 JUDGE DIPPELL: Just -- you can go ahead and  
13 call it a notice for the tariffs, because that's how we are  
14 going to treat it. And let's see, so with that, I believe that  
15 the witnesses are all dismissed. We're finally done with you.

16 MR. STEINER: Sorry judge, we had more notice  
17 over the PA system. What was the last exchange. How is OPC  
18 going to entitle their tariff filing?

19 JUDGE DIPPELL: They're going to title for the  
20 tariffs, those are going to be a request to take official notice  
21 or -- and for the -- for your DR, you can say that that's a late  
22 filed exhibit.

23 MR. STEINER: So call the tariffs late official  
24 notice. And call -- official notice. What should I call the  
25 load ratio share amounts?

1 JUDGE DIPPELL: You can just call that a late  
2 filed exhibit.

3 MR. STEINER: Okay.

4 JUDGE DIPPELL: Okay. And then I'll -- like I  
5 say, I will give them exhibit numbers just for -- just for  
6 identification purposes in your citations and your briefs and so  
7 forth. And I will put out a notice asking for an order  
8 directing you to file your -- any objections to those items. I  
9 had originally ordered that the transcripts would be available  
10 on February 11th and I believe that that's still how they will  
11 be and we had set February 22nd as initial briefs and reply  
12 briefs on March 8th. Is everyone still okay with those dates?  
13 Not seeing any objection, so we will assume that that is fine.

14 I would like to remind you to please cite to the  
15 record, so that I can easily follow your arguments, but also  
16 like you to cite to any law and statutes, cases, commission  
17 precedent or tariffs that are necessary to understand this.  
18 Specifically, I would like you to set out the standard, the  
19 burden of proof, when that shifts, who has the burden of proof  
20 and so forth. I think that is everything that I had on my last  
21 that specifically needed to be taken care of.

22 Were there any other questions or items that  
23 needed to be addressed while we're on the record?

24 MR. CLIZER: Late filed exhibits and notices for  
25 -- administrative notice are to be filed by tomorrow and

1 objections to the same are to be filed by?

2 JUDGE DIPPELL: A week from today. Yes.

3 MR. CLIZER: A week from today, okay. Thank  
4 you.

5 JUDGE DIPPELL: Any other questions? Okay.  
6 Once again, I do appreciate your patience with the technology  
7 and with my cat's appearance, and Mr. Pringle's cat's  
8 appearance. I appreciate that his cat decided to get in on the  
9 action too, so I wasn't the only one. And --

10 MR. KEEVIL: Judge, speaking of your cat, I  
11 noticed at one point this morning, the cat was in the background  
12 and then you went off camera and came back and the cat was gone,  
13 I just wanted to make sure the cat is still alive.

14 JUDGE DIPPELL: The cat is now in kitty prison,  
15 but he is fine.

16 Okay. I believe then we have accomplished  
17 everything we need to on the record. I appreciate your patience  
18 and your attendance. And if there's nothing further then, we  
19 can go off the record.

20 (OFF THE RECORD.)

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CERTIFICATE OF REPORTER

I, Lisa M. Banks, CCR within and for the State of Missouri, do hereby certify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.



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Lisa M. Banks, CCR No. 1081

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I N D E X

WITNESS:	PAGE
LENA MANTLE	
Direct Examination by Mr. Clizer	217
Cross-Examination by Mr. Pringle	219
Cross-Examination by Mr. Fischer	224
Questions by Judge Dippell	240
Further Cross-Examination by Mr. Pringle	266
Further Cross-Examination by Mr. Fischer	271
Redirect Examination by Mr. Clizer	278



1  
2  
3  
4  
5  
6  
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8  
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11  
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E X H I B I T S

Offered      Received

FOR THE COMPANY:

Exhibit 6	217	217
Direct Testimony of Lisa Starkebaum		
Exhibit 7	217	217
Rebuttal Testimony of Lisa Starkebaum		

FOR THE OFFICE OF PUBLIC COUNSEL

Exhibit 200HC	218	219
Direct Testimony of Lena Mantle		Highly Confidential
Exhibit 201C	218	219
Direct Testimony of Lena Mantle		Confidential
Exhibit 202	218	219
Direct Testimony of Lena Mantle		Public
Exhibit 203	218	219
Surrebuttal Testimony of Lena Mantle		

<b>\$</b>	257:17 258:2 276:9, 15,19,21,25	248:21 249:18 252:17 253:2 255:16 256:24 257:5 274:20 282:12 286:25 287:1,2,6	<b>41</b> 248:8,12,15,24 249:22 253:25 265:12 292:9
<b>\$25</b> 236:18,20 290:24 291:8	<b>15</b> 214:7 231:2,12 236:19 263:23 276:21, 22 277:4,5 279:10 281:22,25 291:4,7	<b>2019</b> 211:25 212:1,3 214:7,10 225:25 226:2 228:6 231:2,8,12,14, 18,22,25 232:7 233:12 234:11,16,25 235:4 240:1 248:21 249:19 252:17 253:2 255:16 256:24 282:15,20,25 286:22,24 288:8	<b>42</b> 292:10,12,13,25 293:8
(	<b>15th</b> 208:1	211:25 212:1,3 214:7,10 225:25 226:2 228:6 231:2,8,12,14, 18,22,25 232:7 233:12 234:11,16,25 235:4 240:1 248:21 249:19 252:17 253:2 255:16 256:24 282:15,20,25 286:22,24 288:8	<b>4:00</b> 240:25 280:13 283:2,3
<b>(a)</b> 227:14	<b>16</b> 274:20	<b>201C</b> 218:3,19,21,24 219:2	<b>5</b>
<b>(b)</b> 227:14	<b>16th</b> 207:25	<b>202</b> 218:3,19,21,25 219:2	<b>5</b> 225:12 257:12,13 268:25
<b>(c)</b> 227:15	<b>18</b> 227:1 248:8 252:6	<b>2021</b> 207:3 276:20 277:6	<b>50</b> 255:12
-	<b>19</b> 224:24 227:1,10 228:6 245:15	<b>203</b> 218:6,19,21 219:5,6	<b>55,000</b> 252:21
<b>-0133</b> 214:7	<b>1st</b> 211:24	<b>21</b> 290:13	<b>5:00</b> 283:3
<b>0</b>	<b>2</b>	<b>22</b> 228:7 257:17,21 258:1	<b>6</b>
<b>0132</b> 226:19	<b>2</b> 207:23 214:5 225:9 226:6 230:17 233:11 257:8,9	<b>228</b> 292:24	<b>6</b> 216:25 217:2,5,7,8 226:25
<b>0133</b> 213:21	<b>2-15-2019.PVS</b> 267:19	<b>25</b> 253:7	<b>60</b> 246:6,25 253:4 274:19 282:1
<b>0228</b> 265:9	<b>2.07</b> 211:18,25	<b>27</b> 214:10	<b>65</b> 224:12
<b>0241</b> 215:20 216:7	<b>2.08</b> 211:18	<b>27th</b> 280:14	<b>6:00</b> 283:2,3
<b>1</b>	<b>2.09</b> 211:18 212:2	<b>28th</b> 207:3 208:6	<b>7</b>
<b>1</b> 208:3,6 231:17 233:12	<b>2.14</b> 211:18	<b>3</b>	<b>7</b> 216:25 217:2,6,7,8 231:5 287:17 290:12
<b>1.93</b> 211:17,22,25	<b>2.32</b> 207:24	<b>3</b> 214:6 231:4 233:7,9, 12 234:23 268:15 287:13	<b>70s</b> 221:25
<b>1.94</b> 211:17,25	<b>2.33</b> 207:24	<b>3,000</b> 248:1	<b>760,000</b> 252:21 253:6
<b>100</b> 241:12,13	<b>20</b> 225:1 246:3,9,24 248:21 252:8,22,24 253:4 256:22 273:8,14 274:16,19 282:8	<b>30</b> 231:18	<b>7b</b> 231:5 232:25 234:23 235:15 236:24 239:21
<b>11</b> 208:23 209:6,21 210:1,6,7,13 219:17, 18 220:23 223:9,19 238:13 245:2 254:21 255:2,3,21 256:13,15 257:17 258:1 270:2	<b>20--</b> 248:21	<b>3rd</b> 212:1,2	<b>8</b>
<b>11:05</b> 263:23	<b>20-peak-demand- hour</b> 251:19	<b>4</b>	<b>8</b> 225:12
<b>12</b> 255:9,12,23,24 256:2	<b>200HC</b> 218:3,19,21, 24 219:2	<b>4</b> 226:13 230:18	<b>80</b> 246:6,24 253:5 274:17,18 282:3
<b>12th</b> 280:14	<b>2015</b> 208:6		<b>8th</b> 211:25 212:1,3
<b>14</b> 225:11,13 238:3,7 239:1 240:1 252:7	<b>2016</b> 207:25 208:1,6 211:24		
	<b>2018</b> 212:1,2 231:17, 21 232:1 245:15		

<b>9</b>	<b>address</b> 254:7 260:1 264:5 265:6	225:25 226:6,18 227:11,18 228:9 229:7,16 230:2,18 233:10,19 234:21,23 239:22 266:25 267:7, 19 276:1 287:10 290:3	<b>annual</b> 240:22
<b>90</b> 241:14	<b>adequate</b> 271:23		<b>answers</b> 218:11,16 222:19,23 262:2 278:14
<b>95</b> 241:14 257:9 258:8,9	<b>adjusted</b> 257:9		<b>anytime</b> 278:24
<b>A</b>	<b>adjusting</b> 235:8	<b>agreements</b> 228:23 229:2	<b>apiece</b> 255:13
<b>A-61/E-61</b> 223:12	<b>adjustment</b> 239:13, 18 257:8 258:9,16 259:3 260:16 269:14, 15 288:25	<b>ahead</b> 210:9,15,21 211:1,14 213:5,18 214:1,17 217:19 223:3 226:22 228:19 229:20 230:13 239:5 240:12 242:17 250:3 256:20 263:22 264:1 265:4,15 284:22	<b>apologies</b> 209:9
<b>Absolutely</b> 211:16 287:8	<b>adjustments</b> 227:3 247:11,16 248:4 249:25 256:14,20 258:8,10,15 260:15	<b>air</b> 236:4,8,21 272:24	<b>apologize</b> 212:18 213:14 215:17 220:14 240:16 256:19 259:22 261:16
<b>absolving</b> 289:3,8	<b>administrative</b> 211:5 216:6 262:8	<b>air-conditioning</b> 244:22	<b>apparently</b> 293:2
<b>accept</b> 247:16	<b>admit</b> 217:7 219:1,5	<b>air-alarms</b> 293:11,17	<b>applicable</b> 215:5 258:7,12
<b>access</b> 208:23 253:13	<b>admitted</b> 254:1	<b>align</b> 244:11	<b>application</b> 215:2
<b>accompanying</b> 208:1	<b>Admittedly</b> 288:21	<b>allocate</b> 259:18	<b>applied</b> 256:4 274:17
<b>accomplishes</b> 272:23	<b>Adobe</b> 267:10,13,16, 17	<b>allocates</b> 255:2	<b>applies</b> 244:2,18
<b>account</b> 252:4	<b>adopted</b> 228:8	<b>allocation</b> 223:17 227:9 258:21 259:8,19	<b>apply</b> 242:22 258:16, 22 259:8,13
<b>accounting</b> 271:11	<b>advantage</b> 282:5	<b>allowable</b> 286:7	<b>applying</b> 258:6
<b>accumulation</b> 241:14	<b>advisory</b> 234:16,25 235:22	<b>allowing</b> 270:9 282:4	<b>approach</b> 290:21
<b>accurate</b> 244:24 247:24 252:23 292:13	<b>affect</b> 241:16 262:20, 21	<b>alluded</b> 282:21	<b>approval</b> 227:17
<b>achieve</b> 256:25 290:1	<b>affected</b> 227:13 255:21	<b>Alternatively</b> 211:4	<b>approve</b> 227:16
<b>acquiesced</b> 227:6	<b>affects</b> 262:17 289:15	<b>amendment</b> 290:15	<b>approved</b> 227:6 228:8 233:13
<b>act</b> 229:1 280:18,24 289:4,8	<b>afraid</b> 210:2	<b>amount</b> 244:16 245:3 251:19 252:7,23 256:23,25 257:13 258:20 260:15 273:21 275:12 277:3 278:18, 19 284:20 285:13	<b>approves</b> 214:9
<b>acted</b> 278:21	<b>afternoon</b> 241:1 271:3 278:9	<b>amounts</b> 257:9 260:16	<b>approving</b> 213:23 214:8 230:2 233:4
<b>action</b> 221:3 269:18 277:24	<b>agree</b> 219:17 220:22 221:16 230:19 237:16 239:12 245:15 247:10 272:11 273:2 288:6	<b>analogies</b> 237:14	<b>April</b> 208:1
<b>actual</b> 246:20 253:21 268:11 273:24 274:11 279:22 284:10,14,22	<b>agreed</b> 228:25 246:2 275:15	<b>analogy</b> 238:6	<b>arbitrage</b> 239:5 283:25
<b>add</b> 208:7 293:18	<b>agreeing</b> 233:1	<b>analyst</b> 251:23	<b>argue</b> 215:4
<b>addition</b> 279:20	<b>agreement</b> 213:24 214:4,9 215:21 216:8		<b>argued</b> 221:21
<b>additional</b> 212:17 245:19 252:24 254:7 255:20 257:17 272:12, 22			<b>assert</b> 227:18

<b>assumed</b> 291:8	<b>began</b> 271:4	<b>button</b> 237:14,16,18 238:7,20,21,22 285:15	<b>canceled</b> 211:25 212:1,2,6
<b>assuming</b> 209:6 244:6 250:5 258:13 274:2,10	<b>begin</b> 207:9,19 217:12 266:11	<b>buy</b> 243:3 244:17	<b>capacity</b> 245:4 272:3, 13,15,23 281:5,6
<b>assumption</b> 248:2	<b>beginning</b> 207:3 257:7 262:4	<b>buying</b> 242:4	<b>capital</b> 262:9 292:1
<b>attached</b> 249:15 253:10,18,20,22	<b>behalf</b> 276:4	<b>C</b>	<b>capture</b> 246:16,17,18
<b>attachment</b> 215:20 216:17	<b>belief</b> 218:13 264:11	<b>calculate</b> 251:19	<b>captured</b> 246:18
<b>attempt</b> 270:1 286:11,13	<b>believing</b> 271:10 290:19	<b>calculated</b> 247:12 251:22 252:22 256:20 273:9 278:18 281:17 282:12	<b>capturing</b> 246:3
<b>attempted</b> 270:1	<b>belongs</b> 242:20	<b>calculating</b> 247:16 255:25 278:19	<b>care</b> 207:8 210:10 213:24 214:2 262:16 293:17
<b>attempting</b> 215:4	<b>bench</b> 264:7	<b>calculation</b> 223:13 256:7	<b>careful</b> 282:11
<b>audio</b> 212:15,25 220:12 255:12 260:5	<b>benefit</b> 258:19,23,25 286:7	<b>calculations</b> 260:24	<b>Carlson</b> 260:18
<b>August</b> 208:6 238:17 240:25 241:13 248:19 279:19 280:14	<b>benefits</b> 261:6 270:20 286:4 290:1	<b>Caleb</b> 234:1	<b>Carlson's</b> 257:16,19, 21,23
<b>availability</b> 250:18	<b>bid</b> 250:17	<b>call</b> 217:13,14 225:3 226:1 228:25 231:6,13 232:6 237:1,18 240:1 242:2 244:1,16,21 247:21,22 253:4 255:23 261:22 274:8 276:19,21,22,23 277:5 279:10,23 280:3,19 281:22 283:15,22 286:11,13 288:6,11,18 293:20	<b>case</b> 207:6 214:6,8,24 215:5,9 216:11 219:19,20 220:24,25 221:2,5,14 223:20 225:3,9,20 226:19 227:3,21,22 228:21, 22,23 229:14,16 231:17 233:12 237:9 240:3 247:17 248:24 249:1,2,4,16 259:12, 17 262:1,22 264:17 265:8,9,11,12,20 269:15,18,19 272:4,6, 14 285:10 289:11,12 292:21,23
<b>average</b> 255:9,23,25	<b>bids</b> 271:6 284:25	<b>called</b> 225:13 228:5 234:10 236:19 243:25 245:10,14,15 252:17, 25 253:8 261:20 266:19,20 268:15,24 282:15,19,24 288:10, 13 291:5	<b>cases</b> 215:3 216:8 229:12 230:3 243:22 261:12 265:13 273:16 275:7
<b>aware</b> 221:5,9 225:19, 23 226:3 237:10 264:7 265:11 290:6	<b>big</b> 254:23,24,25	<b>calling</b> 240:20 257:3 270:18 279:1 287:10	<b>caused</b> 218:2 259:15
<b>B</b>	<b>biggest</b> 241:8,24 242:2,12 285:6	<b>calls</b> 225:8 232:12,24 244:18 255:20 256:15 291:11	<b>cautious</b> 222:23
<b>back</b> 220:5 221:25 234:22 236:24 239:21 243:20 247:20,24 257:7 263:23 264:2,3 268:7 269:21 271:7,11 282:7 293:21	<b>bind</b> 227:23 228:24	<b>Canadian</b> 243:9	<b>cetera</b> 280:1
<b>backing</b> 247:9	<b>binding</b> 228:20	<b>cancel</b> 211:17,20 212:10	<b>chance</b> 236:11
<b>bar</b> 267:13	<b>bit</b> 219:17 220:4 246:23 247:9 251:24 253:19 254:18 285:19 286:21 287:16		<b>changed</b> 258:21 260:16
<b>base</b> 249:25	<b>bound</b> 227:13 229:7		<b>characteristics</b> 279:15
<b>based</b> 219:20 220:25 227:20 266:13 270:25 273:25 274:13 275:1,7 280:17 287:20	<b>bounding</b> 228:9		<b>charge</b> 245:7 273:22
<b>basic</b> 240:18 245:9	<b>break</b> 208:19 263:22, 23 264:3,4		
<b>basically</b> 213:11 271:7 285:24	<b>briefly</b> 224:5		
	<b>bring</b> 266:7		
	<b>broadcast</b> 264:2		
	<b>brought</b> 219:18 220:23 290:7		
	<b>building</b> 254:25 291:22 293:10,17		
	<b>business</b> 246:7		

<b>charged</b> 273:22	278:8,9,15 291:12,13 292:3,5,15	<b>Company's</b> 243:14 269:17	<b>contained</b> 218:11
<b>charges</b> 255:22	<b>Clizer's</b> 216:2 229:19	<b>compile</b> 240:17	<b>content</b> 252:2
<b>cheaper</b> 238:14	<b>close</b> 261:12 284:22, 24	<b>compiled</b> 240:8	<b>context</b> 223:12 264:9 289:9
<b>cherry</b> 247:3	<b>closer</b> 260:19	<b>compliance</b> 288:14	<b>continuation</b> 207:6
<b>choice</b> 286:18	<b>coal</b> 262:15	<b>comply</b> 233:16 234:5 275:16	<b>continue</b> 260:12
<b>choose</b> 235:7 246:24 273:15	<b>coast</b> 278:11	<b>computer</b> 268:18 269:4	<b>contract</b> 232:14
<b>choosing</b> 280:18	<b>combination</b> 252:14	<b>concept</b> 283:25	<b>contravention</b> 215:5
<b>chose</b> 273:7,14	<b>combined</b> 282:21	<b>conclude</b> 231:10 232:22	<b>control</b> 236:21 243:1
<b>chosen</b> 246:8	<b>comfortable</b> 235:9 246:21 253:5	<b>concludes</b> 292:3,6	<b>controlled</b> 287:5
<b>circumstances</b> 237:20,21 238:21 275:2,8	<b>commercial</b> 208:8 225:15 233:3 237:15 246:6 274:18	<b>conclusion</b> 232:13	<b>controlling</b> 236:3
<b>citation</b> 208:25 209:14,18	<b>commission</b> 207:12, 15 208:22 209:5 211:3,9 213:6 214:19, 23 215:6 216:5,16 224:14 227:16 228:8, 16 229:6,15,22 230:11,12,23 231:11, 12 232:4 233:9 234:2 247:5,15 260:10 263:12 265:6 266:13 269:21 270:25 275:6 281:16 283:11 287:4	<b>conclusively</b> 293:21	<b>controls</b> 286:24
<b>cite</b> 211:7	<b>Commission's</b> 215:8	<b>condition</b> 227:17	<b>conversation</b> 286:20
<b>cited</b> 257:17	<b>Commissioner</b> 263:10	<b>conditioning</b> 236:4, 8,21 272:24	<b>conversations</b> 237:6 285:14
<b>City</b> 207:23 208:2 232:19 233:22 242:7 243:11 293:11	<b>commissioners</b> 240:7,9 263:15	<b>conditions</b> 230:20	<b>cooperate</b> 228:11
<b>claiming</b> 281:9	<b>companies</b> 232:23 234:10	<b>conducted</b> 235:4	<b>coordinated</b> 272:25
<b>clarification</b> 210:18 220:10 223:11	<b>company</b> 207:9,19 208:3,24 213:20 214:3 215:4 225:24 226:1 228:24,25 229:6 231:6,13 232:6,18,19, 20 233:1,21,22,23 234:15,24 235:25 236:3,12 237:1,4 238:3,7 239:6 245:14 261:7,19 264:9 271:6 282:15 288:6,10,13	<b>confidential</b> 218:25 222:12,17,19,24 248:13,14 253:16,23	<b>copy</b> 209:2 224:20 226:5,8 229:16 249:10 254:4 257:22 267:2,4, 6,20 268:10
<b>clarify</b> 246:23 248:23 267:22 292:7		<b>confusion</b> 235:13	<b>corporation</b> 276:4
<b>clarity</b> 281:19		<b>connectivity</b> 263:16	<b>correct</b> 208:11,25 210:6,8 211:11 215:13 217:4 218:12 223:24 225:16 230:20,22 231:10 232:7,8 233:8, 17 234:5 236:9 238:21 239:19,20 242:16,17 243:15 244:5,17,19 245:10 248:24 249:5, 19,20 252:16 253:11 260:18 263:5 265:10 266:20 267:3 271:13 273:11,24 274:2,15, 23,24 275:22 276:9 278:1 280:20 285:21, 22 286:22,23 287:7 291:5 292:18,19 293:24
<b>clause</b> 239:14,16,19 288:25		<b>conservative</b> 246:5, 10 248:6 252:3 283:6	<b>correction</b> 208:16
<b>clear</b> 210:23 240:19 247:15 254:9 283:7 284:9		<b>consideration</b> 277:1, 3 283:14	
<b>Clizer</b> 209:6,8 211:1, 3,9,12,16,21 212:5,9, 12,17,18,21 213:13,14 214:16,17,18 216:10, 12 217:14,22 218:18 219:8 220:7,8,10 226:7,10,15,23,24 228:6,18,19,20 230:5, 6,9 232:12 257:22 259:22,25 260:4,9,12 265:3,4,5 267:22		<b>considered</b> 242:1 243:19,21 245:20,25 273:2,4 283:6	
		<b>consistent</b> 251:17	
		<b>consolidated</b> 249:1	
		<b>constitute</b> 228:9	
		<b>constrained</b> 290:3	
		<b>constraints</b> 239:3 250:25 251:2,13	

<b>corrections</b> 207:17 213:9 218:8	219:9,10,13 224:3,6 228:15 266:12,13,15, 24 270:25 271:2 283:24	24 292:7,9,11,12	235:3,7 237:1 240:1, 19,20,21,22 241:7 244:4,15,19,21,23 246:7 251:10 252:10 256:16,23 257:3 259:18 261:7,20 263:4 269:16 270:5,18 272:1 273:5,20 274:17 276:24 277:17 278:25 279:1 280:22 283:15 286:11 287:22 288:7 291:15
<b>correctly</b> 213:3 223:15 231:9	<b>cross-examining</b> 262:3	<b>date</b> 207:25 211:19,20 214:9 231:1 280:11	<b>demand-side</b> 221:18,19 236:6 262:18 272:7 281:3,4
<b>correlate</b> 282:9	<b>current</b> 235:10	<b>dated</b> 214:7,9	<b>demands</b> 236:12
<b>correspond</b> 251:10	<b>curtail</b> 274:8,22 275:21	<b>dates</b> 208:5 212:10, 17 245:14,16,18,19 252:19 276:19 277:5	<b>department</b> 250:5
<b>cost</b> 219:18 220:23 221:20 223:19 225:4 227:7,8,9 239:15 244:24 245:23 246:1, 16,18 254:23,25 255:5 257:2 258:12 259:9,16 261:11,13,23 262:5,7, 9,10,12,14,17 277:17, 18,21 278:25 279:4 281:12 284:25	<b>curtailed</b> 236:8 246:4	<b>day</b> 207:6 208:15 209:15 239:5 241:2,9, 11,12,21,22 250:3 277:14,21 279:4,11 284:22	<b>describe</b> 285:24
<b>costs</b> 222:6 246:14 255:3 256:14 258:7 259:13,17 262:4,6,8, 21 270:2,13 285:3 291:19,23,25 292:1	<b>curtailment</b> 225:13, 15 228:5 234:18 235:8 237:18 238:3 239:1 242:2 245:10,21 255:20 274:8 275:15 279:11 283:19	<b>day-ahead</b> 250:14 264:8 280:1 284:4,6,8, 11,14 292:20	<b>describing</b> 281:17 283:12
<b>could've</b> 282:15	<b>curtailments</b> 245:15	<b>days</b> 236:12,21 238:7 240:24 241:10,13 252:22 277:7,8,10 278:1 279:6 280:16	<b>designated</b> 222:24 269:4
<b>counsel</b> 210:24 217:12,14 225:24 228:10 229:8 230:23 231:11 232:3 233:25 234:1 235:21 250:9,11 278:7 280:21	<b>customer</b> 234:17 235:1 236:17 243:14	<b>deal</b> 293:13	<b>designation</b> 268:18
<b>counsel's</b> 237:12	<b>customer's</b> 236:15 244:22	<b>December</b> 231:21	<b>designations</b> 237:25
<b>country</b> 243:10	<b>customers</b> 225:5 235:6,12,13,23,24 236:7,10,11 238:15,24 239:10 242:23 243:1 246:22 258:18,23,24, 25 259:7,9,10,11,15, 16 262:8 271:24 273:21 277:20,23 279:1,2,24 281:13 282:5,7 283:22 285:8, 9,11 286:8,14,15 290:2,24	<b>decide</b> 227:16	<b>designed</b> 291:4,7
<b>couple</b> 261:4 264:4 271:3	<b>cut</b> 253:19 289:19	<b>deciding</b> 236:2 242:1	<b>designing</b> 261:7
<b>COURT</b> 292:17	<b>cycle</b> 244:22	<b>decision</b> 274:8,22 275:15,21	<b>detailed</b> 234:16 250:16
<b>cover</b> 243:4	<b>cycling</b> 272:23	<b>decision-makers</b> 274:15,21 275:3,8	<b>detailing</b> 235:1
<b>covered</b> 261:17 286:22		<b>decisions</b> 247:23 274:12 275:9 276:2,3	<b>details</b> 242:21
<b>covers</b> 286:25 287:1		<b>deemed</b> 227:5	<b>determination</b> 227:8
<b>CP</b> 255:23 256:2		<b>defending</b> 228:11	<b>determine</b> 229:17 261:21
<b>create</b> 291:19		<b>defer</b> 272:12,15,22	<b>determined</b> 255:4 275:1
<b>cross</b> 215:25 224:12 250:20 285:15 286:19 291:14		<b>defined</b> 232:18 233:21 241:4 242:14 261:3	<b>determines</b> 255:6
<b>cross-examination</b>		<b>definition</b> 271:5 273:1	<b>determining</b> 275:10 278:18,20
	<b>D</b>	<b>degrees</b> 241:13	<b>difference</b> 281:13 284:14
	<b>data</b> 234:15,25 245:23 247:2 248:2,8,11,15, 16,21,23 249:10,22 250:4 251:21 252:5 253:3,11,25 256:22 260:19,21,24 273:23,	<b>demand</b> 219:21 221:1,17,19 225:3,14, 15 226:1,2 231:7,13 232:6,24 234:10	<b>difficult</b> 214:18 226:18

<b>Dippell</b> 207:2,5 208:10,14,21 209:4, 12,17,22 210:2,5,8,14, 21,23 211:8,10,14,19 212:4,8,11,16,20,24 213:11,15,18,22 214:1,12,17 215:11,17 216:1,9,15 217:4,11, 16,19 218:23 219:4, 10,24 220:3,6,9,15,18 222:16,22 223:2 224:3 226:17,22 227:25 228:19 229:11 230:4, 8,10 232:15 240:6,14 253:17,24 254:6,15, 17,19 257:25 259:24 260:3,7,11,13 263:8, 14 264:1,13,20 265:2, 4,14,22 266:2,7,10 268:13,21 269:5,11 270:24 271:5,19 276:8 278:6 291:12 292:5, 16,19,22 293:1,9,15	<b>divulging</b> 222:17 <b>docket</b> 210:19 227:15 229:10 269:16 <b>document</b> 228:20 231:15 232:17,20 266:23 267:2,12,14 268:14,20,23 269:6 288:20,22,24 289:1,2, 6 <b>documents</b> 214:14 217:6 230:12,13 268:5 <b>dollars</b> 257:1 285:9, 11 <b>DR-41</b> 253:9 264:21 265:2 <b>DR-42</b> 264:25 265:9, 12,15,20 273:16 292:20 <b>DRI</b> 208:8 <b>driver</b> 241:24 242:13 <b>drives</b> 251:16 280:5 <b>DRMW</b> 252:7 <b>DSIM</b> 262:11 291:16 <b>DSM</b> 234:15,18,25 <b>due</b> 214:24 <b>dueling</b> 270:10 <b>duly</b> 217:21 <b>duration</b> 234:18 235:3	<b>effect</b> 209:22 235:11 292:2 <b>effective</b> 208:1,5,6 209:13 211:19,24 212:1,2 <b>effectively</b> 221:21 281:2,11,12 <b>effectiveness</b> 261:23 <b>efficiently</b> 281:2 <b>effort</b> 272:25 <b>EFIS</b> 211:23 213:5 253:16 <b>elaborate</b> 271:20 <b>electronic</b> 211:6 267:4,6 268:10 <b>electronically</b> 207:14 <b>EM&amp;V</b> 252:11 <b>email</b> 210:9,13 268:11 <b>emailed</b> 214:13,14 216:9 267:20 <b>emails</b> 210:19 <b>employed</b> 278:19 <b>end</b> 208:13 213:1,12 235:3 254:8 258:1 266:8 277:1 283:20 <b>enemy</b> 248:3 <b>energy</b> 219:18 220:23 225:4 246:12 247:11, 16 249:25 250:13 251:4 256:14 258:20 260:15 262:25 263:5 270:13 271:25 273:22 277:3,19 278:25 279:2 <b>enforceability</b> 228:12 <b>engage</b> 285:4 <b>entered</b> 225:24 227:2 275:19 285:7 <b>entire</b> 253:9	<b>entities</b> 272:2 <b>entitled</b> 208:4 <b>EO-2015-0240</b> 215:20 216:7 <b>EO-2019-0132</b> 213:21 214:7 268:2 <b>EO-2019-0133</b> 268:2 <b>EO-2019-132</b> 226:6 <b>EO-2020-0227</b> 292:21 <b>EO-2020-0228</b> 292:24 <b>EO-2020-0262</b> 207:4 <b>EO2020-0227</b> 265:9 <b>equation</b> 272:7 <b>estimate</b> 247:6 274:12 <b>evacuate</b> 293:3 <b>evaluation</b> 236:5 <b>event</b> 240:25 244:16, 21 274:8 281:20 <b>events</b> 225:14,15 226:1 228:5,25 231:7, 14 232:6 234:10,18 235:7 236:19 237:1 238:3,25 240:1,20 245:10 252:17,25 253:2 261:20,22 266:19,23 268:16,24 270:5,9,19 276:9,15, 19 277:6 279:10,16, 20,23,24 280:19 281:19,25 282:2,3,9, 13,16,19,20,22,24 283:4,21,22 286:7,12 288:7,10,11,13,18 290:8,18 291:4,8 <b>Evergy</b> 211:16 212:5 221:3,4 222:1 224:4 225:3,13 231:20 232:4 233:20,23 234:9 236:11,14 239:25 242:10,20,22,25 243:2,12 244:7 245:3,
<b>E</b>			
<b>discussion</b> 207:10 228:15 271:4,18 273:6 276:8 282:19 285:2 <b>discussions</b> 235:17 <b>dispute</b> 272:17 <b>distortion</b> 255:13 <b>divided</b> 255:12,14 <b>diving</b> 222:13	<b>earlier</b> 245:13 261:20 283:11 285:19 <b>early</b> 238:17 240:25 <b>easier</b> 268:11 <b>east</b> 243:11 278:11 <b>easy</b> 237:16 <b>economic</b> 237:25 280:3 281:8		

9,20 246:12,13 248:16 249:1,2 250:5,17,25 251:1,10,11 252:17 255:15,20 256:6 257:4 259:4,10 269:25 270:25 272:14 273:17 274:2,5,7,14 275:24 276:17,19 277:5 278:16,17 279:15 280:22,24 281:1,7,12, 13 282:4 283:14,24 285:3,4,7,10,15 286:19 287:2,5 289:3, 7,11 290:7 291:4,11	<b>expects</b> 242:25 <b>experience</b> 261:7 <b>explain</b> 220:11 247:9 248:11 250:13 252:8 254:20 256:20 259:2 260:14 268:22 273:13 285:20 <b>explaining</b> 243:16 271:6 <b>explicitly</b> 215:2 227:3,4 <b>extending</b> 226:6 <b>extension</b> 214:5 233:11 <b>extensive</b> 211:10,13 <b>extreme</b> 240:24	<b>fairness</b> 258:19 <b>fall</b> 233:12 <b>familiar</b> 261:10,24,25 270:19 <b>fast</b> 269:14 <b>February</b> 214:7,10 231:2,12 233:12 <b>fee</b> 219:18 245:3 256:13 <b>feedback</b> 220:4 <b>feel</b> 235:9 246:19 280:4 <b>fees</b> 219:17 220:23 238:13 240:2 245:2 256:15 <b>felt</b> 229:6 <b>file</b> 207:4,17 210:1,11, 12,15,18,21 211:4,15 213:5 214:6 229:22 234:7 245:14,25 255:18 261:19 264:23 267:16 282:21 289:18, 21 291:3 293:22 <b>filed</b> 218:3 <b>files</b> 214:6 <b>filing</b> 209:2 210:19 254:13 265:20 266:5 <b>filings</b> 215:22 <b>financial</b> 236:16 <b>find</b> 224:22 247:3 249:11 287:4 288:23 293:22 <b>fine</b> 213:1 218:23 260:11 285:10 <b>finish</b> 242:18 <b>Fischer</b> 207:20,22 208:12,19 209:1,15 213:10,17,19,23 214:3,13,22 215:12, 14,24 216:3 224:5,6 226:9,13,21 227:25 228:2 229:4,20,25 230:14,15,16 232:21	240:4 254:4,11 266:23 267:21 268:1,17,25 269:3 271:1,2 278:3, 12,24 291:10 293:5,7, 12,23,25 <b>Fischer's</b> 283:1 <b>flow</b> 239:13,18 259:23 262:12 285:4,5 291:19,23 <b>flowed</b> 252:18 271:10 <b>flows</b> 223:19 239:15 263:1 285:12 <b>focused</b> 285:2 <b>follow</b> 289:25 <b>follow-ups</b> 271:4 <b>foolish</b> 238:18 <b>forecast</b> 250:2 251:3 <b>forecasted</b> 249:25 264:8 272:3 <b>forecasting</b> 241:7 251:4 <b>forecasts</b> 250:13 <b>foregoing</b> 230:19 <b>forgotten</b> 275:24 <b>formal</b> 265:16 <b>format</b> 249:14 <b>forward</b> 228:14 <b>found</b> 253:22 265:8, 12 <b>free</b> 235:23 <b>Friday</b> 280:12 <b>front</b> 222:9 223:6 224:14 226:12,25 242:11 254:5 272:19 287:11 290:9 <b>fuel</b> 239:13,18 262:21 288:25 289:13 <b>full</b> 217:23 276:15 282:14
<b>Evergy's</b> 207:3 221:7 236:15 242:6,24 244:7,10,21 255:6 256:16 281:12 <b>everyone's</b> 263:17 292:13 <b>evidence</b> 217:3,9 218:22 219:3,7 <b>exact</b> 247:18 269:2 <b>EXAMINATION</b> 217:22 278:15 <b>exceed</b> 244:14 <b>exceeds</b> 243:14 <b>exceptions</b> 287:21 <b>excess</b> 272:15 <b>executed</b> 290:15 <b>exhibit</b> 216:25 217:5, 7 218:6 219:5,6 233:12 254:1,9 264:23 <b>exhibits</b> 210:15 217:2,8 218:19,21,24 219:2 <b>existed</b> 229:1 <b>expect</b> 236:13 270:8 275:19 281:1,2 284:13,23,24 285:25 286:2,3 289:12 <b>expected</b> 237:4 289:10 <b>expecting</b> 222:20	<b>F</b> <b>FAC</b> 207:3 220:24 223:19 228:23,24 229:1,24 231:17,21,24 239:16 246:14,15,18 252:18 257:6,10 258:8 259:14 262:13,15,17, 23,25 263:1 264:9 265:11 269:15,18 285:4,5,12 288:21,23 289:12 291:19,25 292:2 <b>facsimile</b> 288:25 <b>fact</b> 212:23 215:7 221:24 245:17 291:15 <b>factor</b> 223:12,16,17, 23 241:8,23 242:3 246:19 251:4 258:21, 22 259:14 279:5 <b>factors</b> 241:6,19,25 246:13 251:16 283:12 288:24 <b>failing</b> 268:21 <b>failure</b> 291:18 <b>fair</b> 221:8 231:23 232:22		



<b>fully</b> 271:16	<b>great</b> 208:21 237:13	286:6,10	<hr/> <b>I</b> <hr/>
<b>funded</b> 221:17 291:16	<b>greater</b> 208:2 232:19 233:22 283:7	<b>highly</b> 228:3,16 229:5,6,10 284:21	<b>idea</b> 251:8 282:9 285:3 293:5
<b>funneling</b> 263:15	<b>group</b> 234:16,25 235:22	<b>hindsight</b> 274:13 278:17,19,20	<b>IM</b> 271:14,15
<b>future</b> 227:14,19	<b>guess</b> 209:16 214:20 222:18 226:20 239:7, 9,13,18 241:17 242:5 243:12 265:10 268:10	<b>hit</b> 286:5,9,10	<b>impact</b> 247:6 256:7,8, 9,12 262:15
<hr/> <b>G</b> <hr/>	<b>guys</b> 213:3	<b>hold</b> 265:23	<b>impacted</b> 256:10
<b>gambling</b> 285:10	<hr/> <b>H</b> <hr/>	<b>HOLSMAN</b> 263:12	<b>impacts</b> 262:25
<b>gave</b> 270:17	<b>Hall</b> 234:1	<b>honestly</b> 212:21 260:25	<b>impetus</b> 287:10
<b>gears</b> 254:18	<b>hand</b> 217:17 226:7	<b>Honor</b> 209:8 212:19, 21 213:14 214:16,24 216:4,22 226:15 228:18 259:22 278:8 291:11 292:4	<b>implementation</b> 219:20 221:1
<b>general</b> 226:25 237:21,25 242:12,20 250:15 261:11 262:10 269:17	<b>handing</b> 257:22	<b>hope</b> 218:20 263:9,17	<b>important</b> 235:20 236:1 237:17,19 238:1,19 243:2 245:1 251:3 271:20,25
<b>generalities</b> 242:22	<b>happen</b> 233:4 236:16 238:16	<b>hot</b> 240:24 241:10,11 279:18	<b>imprudence</b> 252:23 256:17
<b>generally</b> 244:4,9,11 273:2,4	<b>happened</b> 262:1 273:25	<b>hottest</b> 236:21	<b>imprudent</b> 225:3 269:18 275:11 279:12 286:10 287:5
<b>generated</b> 276:12	<b>happening</b> 242:9	<b>hour</b> 243:3,17 244:18 245:5,8 247:4,25 248:1,20 252:15 257:3 262:16 271:24 272:1 277:21,22 281:20 282:14	<b>imprudently</b> 278:21
<b>generating</b> 243:5	<b>happy</b> 215:9	<b>hourly</b> 248:16 257:2 273:20	<b>in-camera</b> 222:14,16, 25
<b>generation</b> 242:23, 24 243:2,15,18,23 244:15 250:16,17,21 271:6 272:4,6,7,9 281:2	<b>hard</b> 224:20 270:14, 15 290:19	<b>hours</b> 245:24 246:3,4, 6,7,9,17,24,25 248:1, 5,18 249:17 250:1 251:9,10 252:9,24 253:3,4,5,6,7 256:22 257:1 263:20 270:14, 15 273:8,14,18,25 274:16,17,18,19,20 276:22,24 277:15 281:18,23,25 282:1,3, 8,14,17,21 283:3,4 286:5	<b>inactions</b> 221:4,7
<b>Geoff</b> 221:13	<b>HARDEN</b> 216:4	<b>housekeeping</b> 207:7	<b>inaudible</b> 219:22
<b>get all</b> 212:3	<b>hear</b> 216:1 220:1 224:8 229:14 234:9 248:3 263:11	<b>hundred</b> 286:16	<b>incentive</b> 236:17 269:24 276:24 291:9
<b>give</b> 207:16 211:15,22 212:12 213:7 229:17 247:18 248:13 259:25 260:6 291:9	<b>heard</b> 212:14 234:12	<b>hundreds</b> 285:8,11	<b>incentives</b> 262:7
<b>GMO</b> 210:12 212:6 232:10 243:13	<b>hearing</b> 207:4 208:13 214:15 216:10 234:7 293:10		<b>include</b> 209:2 210:14 211:6 229:21 231:25 257:5 265:20
<b>goal</b> 240:2	<b>heat</b> 272:24		<b>included</b> 228:10 234:17 237:24 253:10 260:16
<b>goals</b> 261:13	<b>high</b> 241:3 244:8 247:3 251:17 271:8,9 277:9 282:6		<b>includes</b> 243:6
<b>good</b> 207:2 208:25 209:12 216:3 219:14, 15 222:11 224:11,21, 23 226:9 232:3 240:10 245:24 246:19,21 248:3 263:13,19,20 266:3,16,17 271:3 273:7 278:3,9 280:4	<b>higher</b> 244:5 246:21		<b>including</b> 227:7 254:8
	<b>highest</b> 245:23 247:4 248:18,20 249:18 250:1 251:9 264:25 270:5,8,16 273:8,18 277:14,15,21 279:6		<b>increase</b> 287:22,25 288:3 290:4,5 291:24

<b>incur</b> 239:7 285:1	<b>intimately</b> 261:10	24 271:1,4,19 276:8 278:5,6 291:12 292:5, 16,19,22 293:1,9,12, 15	<b>knowledge</b> 218:13 290:21,22
<b>incurred</b> 270:6	<b>intrigued</b> 237:12		<hr/> <b>L</b> <hr/>
<b>independent</b> 261:9	<b>investment</b> 221:18	<b>judicial</b> 215:7	<b>L&amp;ps</b> 264:25
<b>independently</b> 229:2	<b>involved</b> 228:4 235:18 278:20	<b>July</b> 231:21 238:17 240:25 248:19 270:8 279:18,19 280:14 287:2	<b>labeled</b> 218:3 222:1 223:15 253:12
<b>individual's</b> 255:14	<b>IRP</b> 224:8	<b>june</b> 212:1,2 231:8,17 238:7,12,17 241:11 248:19 256:1 257:5 270:8 279:17 281:23 287:1	<b>language</b> 280:23 287:20
<b>industrial</b> 208:8,17 225:15 246:8 282:1	<b>irrelevant</b> 269:3	<b>jurisdiction</b> 226:1 231:7,14 232:7,10,18 259:5 288:7	<b>large</b> 249:13
<b>inefficient</b> 291:23,24	<b>issue</b> 207:25 214:9,25 219:18 224:8,14 225:19,23 228:4 229:5 258:20 269:17	<b>jurisdictional</b> 223:17,23 246:13,19 258:8,15,16,21,22,24 259:3,8,14,19	<b>larger</b> 235:12
<b>information</b> 222:17 229:14 246:2 248:14 250:10 251:7,18,25 253:16,23 255:19 256:5 264:5,15,21 266:5 273:19 274:2,9, 14,23 275:1,7,13,20 279:25 280:18	<b>issues</b> 213:1 216:8 219:19 220:23,25 224:13 227:3 229:18 263:17 293:10		<b>late</b> 238:17 240:25 264:23
<b>informed</b> 212:14	<b>item</b> 292:13		<b>late-filed</b> 254:8
<b>initial</b> 207:7 268:19 292:1	<hr/> <b>J</b> <hr/>		<b>law</b> 207:6
<b>initially</b> 270:7	<b>January</b> 207:2 208:6 211:24		<b>lay</b> 214:25
<b>input</b> 220:12	<b>Jay</b> 249:15 253:13	<hr/> <b>K</b> <hr/>	<b>learning</b> 293:15
<b>inside</b> 253:23	<b>judge</b> 207:2,6,22 208:10,14,21 209:4, 12,17,19,22 210:2,5,8, 14,21,23 211:8,10,14, 19 212:4,8,11,13,16, 20,24 213:10,11,15, 17,18,22 214:1,12,17 215:11,17 216:1,9,15 217:4,11,16,19 218:23 219:4,10,12,24 220:3, 6,9,15,18 222:11,16, 22 223:1,2,4 224:3,5 226:17,22 227:25 228:2,19 229:4,11,25 230:4,8,10,15 232:15 240:4,6,14 249:8 253:14,17,24 254:3,6, 14,15,17,19 257:24,25 259:24 260:3,7,11,13 263:8,12,14 264:1,6, 13,20,24 265:2,4,14, 19,22 266:2,7,10,14 268:11,13,17,21 269:3,5,9,11 270:23,	<b>Kansas</b> 207:23 208:2 232:19 233:21 242:7 243:11 258:18,24 259:4,5,15 293:11	<b>leaving</b> 213:12
<b>instance</b> 235:2 286:2		<b>KC--</b> 257:4	<b>left</b> 279:23
<b>integrated</b> 271:14		<b>KCP&amp;L</b> 232:19 233:22	<b>legal</b> 232:13
<b>integrative</b> 271:16		<b>KCPL</b> 208:2 210:12 211:17 212:6 214:14 221:24 232:10 272:25 274:19,21	<b>Lena</b> 217:14,21,25 219:23 220:11 224:7 228:15
<b>intended</b> 237:7 269:1 272:11,21		<b>Keevil</b> 209:10,12,16	<b>length</b> 283:5
<b>intends</b> 214:22		<b>key</b> 259:9	<b>letters</b> 288:23
<b>intent</b> 236:23 237:3		<b>kind</b> 219:16 242:7 264:11 268:25 282:19 283:10,25 285:5,16 290:25	<b>level</b> 235:8 271:8,9
<b>interested</b> 208:22 273:6		<b>knew</b> 226:11 273:24, 25 275:18,23 277:11	<b>lie</b> 231:22
<b>Internet</b> 264:2		<b>knowing</b> 246:3 277:14 279:18 290:1	<b>lies</b> 229:23,24
<b>interpret</b> 232:13			<b>light</b> 207:23 230:19 232:20 233:22 243:11
<b>interpretation</b> 287:21			<b>limit</b> 272:25
<b>interrupt</b> 259:23			<b>limitation</b> 227:7
<b>interrupted</b> 236:13 260:9			<b>limited</b> 239:1
<b>intertwined</b> 229:12			<b>Lines</b> 225:12 257:17 258:1
			<b>Lisa</b> 216:23
			<b>list</b> 207:18 208:7 211:1,4,6,11,15 240:8

<b>listed</b> 245:16	276:2 281:13 293:19	<b>marketplace</b> 271:14 282:5	<b>methodology</b> 227:8, 9
<b>listening</b> 212:14	<b>majority</b> 277:18	<b>markets</b> 284:4	<b>Metro</b> 211:16 223:16 231:20 246:13 248:16 249:2 251:1,10 257:4 259:4 287:3
<b>lists</b> 240:17	<b>make</b> 207:12 208:17 213:15 218:8 226:10 229:13 230:5 240:18, 19 242:1 264:23 265:16,20 268:10 270:9,14 274:7,12 275:15,21 280:17 281:19 284:9,25 285:8 292:10	<b>matter</b> 221:24	<b>Metro's</b> 255:16
<b>LMP</b> 292:20	<b>makes</b> 215:9 235:19 243:2	<b>matters</b> 207:7	<b>midwest</b> 243:10
<b>load</b> 221:21 223:21 236:4,8,21 242:23,24 243:1,3,4 244:3 245:6 250:17,19,20 252:13, 15 255:7,16 256:6,7 259:5 272:1,2,3,6,8, 22,25 279:15 280:5	<b>making</b> 283:14	<b>maximize</b> 270:20 277:3,20 279:7,19 286:3,7	<b>might've</b> 291:11
<b>loads</b> 241:16 266:4 282:6	<b>manner</b> 262:24	<b>maximum</b> 241:4,11 246:24 256:15	<b>millions</b> 285:9,11
<b>locating</b> 226:19 253:9	<b>Mantel</b> 264:7	<b>means</b> 232:18 283:2	<b>mind</b> 241:20 285:7
<b>long</b> 210:1 229:10 281:24,25 282:3,14,17 283:3	<b>Mantle</b> 215:13 217:15,16,21,25 218:1 219:14,24 220:11,17 222:9,22 223:6 224:1, 7 228:16 229:9 230:17 237:8 239:4 240:5,15 254:20 260:14 263:22 264:16 265:6 266:12, 16 268:10 269:8,13 270:18,22 271:3 278:13 293:1	<b>meant</b> 215:3 223:12 259:15 269:7	<b>minimize</b> 270:1
<b>longer</b> 210:3 244:2	<b>Mantle's</b> 222:12 292:6	<b>measure</b> 272:5	<b>minimizing</b> 240:2
<b>looked</b> 244:12 253:15 257:16 282:8	<b>March</b> 207:25	<b>mechanism</b> 257:10 258:9 291:21	<b>minimum</b> 268:15,16, 24 269:1
<b>lose</b> 286:14,15	<b>margin</b> 272:4	<b>mechanisms</b> 292:2	<b>minute</b> 208:11 249:7, 11 257:15
<b>losing</b> 239:10	<b>marginal</b> 250:21,22	<b>MEEIA</b> 214:5,6 215:21 216:8 219:20 220:25 221:5,9,17,22, 25 222:1,3,5,7 225:2, 9,20 226:6 228:21,22, 24,25 229:24 233:11, 12 235:18 240:3 249:3 261:8,9,10,24,25 262:5,21,23 264:10 265:8,12,20 268:15 269:16 270:19 273:16 289:4,9,11 292:21	<b>minutes</b> 263:23
<b>loss</b> 239:7	<b>Mark</b> 221:12,13 225:20,23	<b>meet</b> 221:21 223:21 261:13,23 272:3,6	<b>missed</b> 279:23
<b>losses</b> 239:13,18	<b>marked</b> 216:25 217:5	<b>megawatt</b> 242:23 252:10,14 256:8 257:1	<b>Missouri</b> 208:2 212:6 231:19,20 232:19 233:22 251:10,11 258:17,23,25 259:9, 16,18 271:22
<b>lost</b> 267:23 285:8	<b>market</b> 238:23 242:8, 25 248:16,20 249:18 250:4,14,18,22,23 251:1,9,17,19 270:5,8 271:16 273:17,18 277:8,12,14,17 280:1, 5,6 282:6 283:16,21 284:6,7,15,17,19,20, 22 285:20 286:5	<b>megawatts</b> 257:2 271:10 273:20 274:18	<b>Mo</b> 207:23 208:3
<b>lot</b> 237:4 242:15 251:15 252:3 253:4 254:10 266:18,22 268:25 278:17 281:18 284:17 286:20	<b>Mark</b> 221:12,13 225:20,23	<b>members</b> 250:16	<b>modeled</b> 223:20
<b>lower</b> 246:13 255:24	<b>March</b> 207:25	<b>mentioned</b> 269:7 271:19 274:7 289:1	<b>models</b> 243:23
<b>Luebbert</b> 253:13 261:18	<b>margin</b> 272:4	<b>mentions</b> 292:9	<b>modified</b> 290:14
<b>Luebbert's</b> 249:15 253:15,18 292:8	<b>marginal</b> 250:21,22	<b>merits</b> 229:5	<b>moment</b> 215:23 288:21
<b>M</b>	<b>Mark</b> 221:12,13 225:20,23	<b>method</b> 227:8 247:16 271:11	<b>Monday</b> 267:21 280:12
<b>M-A-N-T-L-E</b> 217:25	<b>marked</b> 216:25 217:5	<b>methodology</b> 227:8, 9	<b>money</b> 236:13,14,15 238:14,24 239:10 245:6 248:4 261:14 277:20,23 279:2,4,24 282:6 283:22 285:8,13 290:4
<b>made</b> 225:8 237:8 248:4 255:20 266:4 269:14 274:22 275:9	<b>market</b> 238:23 242:8, 25 248:16,20 249:18 250:4,14,18,22,23 251:1,9,17,19 270:5,8 271:16 273:17,18 277:8,12,14,17 280:1, 5,6 282:6 283:16,21 284:6,7,15,17,19,20, 22 285:20 286:5	<b>month</b> 248:19,20 250:1 257:5 265:1 274:1 281:22 283:18,	

19	<b>notable</b> 282:4	208:16 216:2 265:16, 17	<b>opt-out</b> 234:17 235:2, 16,21,23
<b>monthly</b> 255:10,24, 25 270:1 277:8	<b>note</b> 212:13	<b>objective</b> 238:15 247:5 270:11,12	<b>order</b> 214:8 215:12, 15,19,22,23 216:6,17 229:13,16,21 230:2 233:4,7,8,10,13 234:4 256:6 261:22 275:16 279:6
<b>months</b> 238:11 241:1 247:4,25 248:18 249:18 273:24 280:13	<b>noted</b> 230:10	<b>objectives</b> 270:10	<b>ordered</b> 233:8 257:13
<b>morning</b> 207:2 219:14,15 266:16,17 278:10	<b>notice</b> 207:8,16 208:22 209:6 211:5 213:6,7,20 214:4,10, 20,23 215:1,7,23 216:6,16,19 230:3,12, 13	<b>obligation</b> 229:1	<b>orders</b> 233:9
<b>mountains</b> 243:11	<b>notwithstanding</b> 239:25	<b>obvious</b> 247:1	<b>organization</b> 242:19
<b>move</b> 269:10 281:15 291:14	<b>November</b> 211:25 212:1,3 231:18	<b>occur</b> 240:21 241:21	<b>organize</b> 268:5
<b>multiplied</b> 273:19	<b>number</b> 207:4,23 208:3 214:6 225:8 226:19 246:4,5,10,11, 12,17,19,20,22 247:10,18 248:8,12 253:5,25 254:24 255:14 256:15 261:19, 21,22 266:19 268:25 269:1,2 276:11,16 281:18 283:6 284:10, 16 286:7 287:17 290:5,12 292:8,10,12, 13,25	<b>occurs</b> 240:23	<b>original</b> 207:24 208:3 268:12 283:23
<b>multiplying</b> 257:2	<b>numbers</b> 208:11,15, 17 246:21 252:2 257:13 258:3 260:20, 22,25 276:12 293:22, 23	<b>off-peak</b> 271:25	<b>originate</b> 221:2 264:11
<b>mute</b> 220:5	<b>needed</b> 207:18 216:20 256:5 270:18	<b>offer</b> 213:8 216:23 218:18 265:3,5 284:18	<b>originated</b> 219:19 220:24 221:3
<b>muted</b> 219:23,24 220:6,7 293:2	<b>neglected</b> 216:23	<b>offered</b> 217:2 218:22 291:14	<b>origination</b> 221:6,7
<hr/> <b>N</b> <hr/>	<b>negotiated</b> 227:11 229:2	<b>offering</b> 261:8	<b>outing</b> 251:14
<b>Nancy</b> 207:5	<b>negotiation</b> 237:7	<b>office</b> 230:22 231:10 260:5 293:3	<b>overly</b> 249:13
<b>narrow</b> 237:23	<b>night</b> 252:19	<b>official</b> 207:8,16 210:19 213:7,20 214:4,10,20,23 215:1, 23 216:16,18 229:22 230:3,13	<b>overrule</b> 229:19
<b>necessarily</b> 214:19 215:6 221:11,22 222:13 241:9,22 242:5,10 244:25 288:11	<b>NOAA</b> 251:7	<b>online</b> 243:2	<b>overruled</b> 230:11 232:16
<b>needed</b> 207:18 216:20 256:5 270:18	<b>nodes</b> 250:24	<b>OPC</b> 225:2 277:11 283:7 290:20	<b>overwriting</b> 235:7
<b>neglected</b> 216:23	<b>noise</b> 260:1	<b>open</b> 208:23 213:12 265:23 267:5,9,18 290:9	<hr/> <b>P</b> <hr/>
<b>negotiated</b> 227:11 229:2	<b>nonunanimous</b> 215:21 216:7,17	<b>opening</b> 215:16 237:13	<b>p.m.</b> 241:1 280:13
<b>negotiation</b> 237:7	<b>north</b> 243:9	<b>operation</b> 228:12	<b>pages</b> 210:1 265:17
<b>night</b> 252:19		<b>operational</b> 239:2 276:25 277:2	<b>paid</b> 246:22 259:17 262:7
<b>NOAA</b> 251:7		<b>Operations</b> 208:3 232:19 233:23	<b>paper</b> 224:20 252:20 267:2 268:7
<b>nodes</b> 250:24		<b>opinion</b> 286:1 288:14 289:23 291:8	<b>papers</b> 222:9,12 223:6 260:23 261:3 282:23
<b>noise</b> 260:1		<b>opportunity</b> 263:21	<b>paragraph</b> 226:13 227:1,10 228:6,7 230:18 231:5 234:4,23 235:15 239:21,24,25 290:12
<b>nonunanimous</b> 215:21 216:7,17		<b>opposed</b> 269:15	
<b>north</b> 243:9		<b>opt</b> 235:7,12,13	
	<b>object</b> 209:18 213:8 214:19 215:8 232:12 254:13 268:17		
	<b>objecting</b> 214:20		
	<b>objection</b> 209:5,8 214:12,15,21,23 216:11,14,16,18 217:6 218:24 219:4 226:16 227:20 229:19 230:5, 7,8,11 253:25 265:14, 18 291:10		
	<b>objections</b> 207:17		

<b>paralyzed</b> 251:24	280:2 283:17	<b>phrased</b> 214:23	<b>preclude</b> 280:23
<b>parameters</b> 247:20	<b>peaking</b> 244:8	<b>physical</b> 226:7 257:22	<b>predict</b> 280:2,8
<b>Pardon</b> 227:11	<b>peaks</b> 238:11,13 241:2,3,21 244:7,10 255:10,11,24 256:11, 12 270:9,11 277:8 280:8 283:12,13,18 285:21 286:5,9	<b>pick</b> 247:3 280:11	<b>predictions</b> 280:17
<b>parentheses</b> 231:8 235:2,3	<b>pendency</b> 214:5 233:11	<b>picked</b> 246:6 248:5	<b>preemptively</b> 247:8
<b>part</b> 236:3,5 237:6 246:7 249:3 285:2 288:1 290:24	<b>pending</b> 227:15	<b>picking</b> 260:4	<b>prefer</b> 211:3 212:22 222:16
<b>participants</b> 252:15 272:24 284:18,24	<b>people</b> 208:17 212:14 226:10 236:2,12 241:17 250:6 252:11, 12 260:5 274:7 279:8, 9	<b>piece</b> 283:4	<b>preference</b> 210:20
<b>participate</b> 236:17	<b>percent</b> 224:12 253:7 257:9,12,14 258:8,9 286:16	<b>pinning</b> 245:18	<b>preferred</b> 252:1
<b>participated</b> 224:10	<b>percentage</b> 223:14, 18,20,23 234:17 235:2,16,21 255:7,12 256:3 258:6	<b>place</b> 216:13 263:19, 20 269:24	<b>prejudiced</b> 227:13
<b>participating</b> 244:22	<b>percentages</b> 255:16	<b>plan</b> 215:14 284:7,18	<b>premarked</b> 218:6
<b>participation</b> 234:17, 18 235:1,2	<b>perfection</b> 248:3	<b>planning</b> 262:21	<b>prepared</b> 218:1,2,5 225:22
<b>parties</b> 207:14 209:5, 17 210:9 214:13 216:10 237:3,7 253:24 264:22 267:21 268:24 290:8	<b>perfectly</b> 285:10	<b>plant</b> 251:13 262:16, 17 291:23	<b>present</b> 227:21,22,23 234:15,25 245:13 289:7
<b>parts</b> 288:24	<b>period</b> 209:14 225:9 231:16,17,21,24 241:4,5 244:15 255:21 257:6 276:9 279:11 286:25	<b>point</b> 209:12 226:16 230:1 234:20 244:20 277:25 278:3	<b>presentation</b> 283:2
<b>party</b> 289:25	<b>periods</b> 231:24 244:23,25 245:1 271:19	<b>pointed</b> 228:6	<b>press</b> 237:16
<b>passed</b> 246:15	<b>permission</b> 289:25	<b>points</b> 248:21 253:11	<b>pretty</b> 261:12 290:6
<b>passing</b> 242:12	<b>person</b> 247:21 269:25 270:4 275:23 277:13, 16,22 279:13,14,25 280:9 285:20,24,25 286:3 290:1,4	<b>portion</b> 222:11 223:18 246:3 259:5 272:7	<b>previously</b> 211:17 218:3 222:24 289:18
<b>past</b> 221:22 275:20	<b>perspective</b> 235:20 271:21	<b>posed</b> 261:17	<b>price</b> 238:23 239:6 242:25 243:1 245:8 247:4 248:18,20 249:18 250:21,22,23 251:1,9 270:16 277:17,19,22 283:16, 21 284:11,15,23 286:5
<b>patience</b> 278:13	<b>phrase</b> 233:15	<b>position</b> 225:2 245:9 290:17	<b>presentation</b> 283:2
<b>pause</b> 260:7		<b>positive</b> 238:24 279:5	<b>press</b> 237:16
<b>pay</b> 259:16 279:2 285:9		<b>possibility</b> 269:22	<b>pretty</b> 261:12 290:6
<b>paying</b> 239:11 258:18 259:1		<b>potential</b> 260:1	<b>previously</b> 211:17 218:3 222:24 289:18
<b>pays</b> 242:22		<b>power</b> 207:23 223:20 232:19 233:22 242:15 243:11,15,17,19,22 244:4,14,17,24 251:13 263:2 271:5 291:23	<b>price</b> 238:23 239:6 242:25 243:1 245:8 247:4 248:18,20 249:18 250:21,22,23 251:1,9 270:16 277:17,19,22 283:16, 21 284:11,15,23 286:5
<b>peak</b> 236:12 238:16 240:19,20,22 241:4,5, 7 242:6,9 244:4,6,9, 10,11,15,23,25 245:1, 7 251:10 255:24,25 256:1,10,11 270:1,14, 15 271:19,25 272:1,3, 10,12,22,25 276:24 279:17,18,21,22,23		<b>powerplant</b> 262:9	<b>priced</b> 273:18 282:12

266:14,15 267:25 268:6,9,13,15,22,23 269:9,12 270:22 292:20	<b>provide</b> 235:25 245:22 255:19 264:12 271:23	281:4,5,10	<b>raise</b> 216:13 226:16
<b>prior</b> 214:14 216:10	<b>provided</b> 227:4 250:4 273:15 274:2	<b>purposes</b> 223:11 227:2 281:8	<b>raised</b> 219:19 220:25 269:17,19
<b>problem</b> 212:20 220:20 260:1	<b>providences</b> 243:9	<b>pursuant</b> 291:20	<b>rate</b> 243:22 259:12 261:11 269:17,19
<b>procedural</b> 227:6	<b>provision</b> 237:10 239:24 288:15,17	<b>push</b> 237:17 238:20, 21 285:15	<b>ratemaking</b> 227:6
<b>proceeding</b> 227:14, 16,19,22,23 228:3 268:14	<b>provisions</b> 215:2 226:25 239:25 289:13	<b>pushed</b> 238:7,23	<b>rates</b> 234:17 235:1 262:10 291:24
<b>professional</b> 285:25	<b>prudence</b> 207:4 219:20 220:24,25 221:10 225:2,9,20 228:22 231:17,20,21, 24 247:11 251:19 257:6,12 264:9,10 269:15,16 274:25 275:7 279:7 286:25 292:21	<b>put</b> 213:6 249:8 250:2 264:14,18 266:5 270:12	<b>ratio</b> 266:4
<b>program</b> 208:8,9 220:13 221:17 222:4 225:14,16 226:2 231:6,13 232:6 233:3 234:11 236:1,6,23,25 238:12,15 244:16,19 257:3 259:18 261:8,9, 15,23,24 262:7,14 263:4 272:11,17,23 273:2,21 278:25 279:1 281:3,4 282:2,20 283:15 286:4 290:25 291:4,7,16,18,20	<b>prudent</b> 279:6,8,13, 14 285:20,24,25 286:3 289:12 290:1,3	<hr/> <b>Q</b> <hr/>	<b>reached</b> 228:24 229:2
<b>programmable</b> 207:24 208:5 231:6,12 232:5 233:1 234:11 236:25 272:11,21	<b>prudently</b> 229:1 280:18,25 289:4,8	<b>question</b> 220:17,22 234:14 239:17 261:18 264:7 265:6,25 270:16 276:11 278:22 284:5 289:5,16,17 291:1,15	<b>reaching</b> 243:7
<b>programs</b> 214:5 219:21 221:1,19,23,24 222:1,5,6 225:4 233:2, 11 244:21 256:1,16 258:25 262:10,21 269:25 273:5 277:18 280:22,24 281:22	<b>PSC</b> 207:23 208:3	<b>questioning</b> 214:21 215:13,19 216:12 222:13,15 229:15,20 230:14	<b>read</b> 215:9 231:9 234:23 272:20 287:15, 16,17,23,24,25
<b>prohibit</b> 215:2	<b>public</b> 210:24 217:12, 14 218:25 225:24 228:10 229:7 230:22 231:11 232:3 233:24 234:1 235:21 250:9,11 278:7	<b>questions</b> 217:20 218:15 224:18 240:5, 7,9,11,12,14,17,18 247:7 260:10 261:5 263:9,10,16,17,21 266:13,18 269:6,14 270:23,25 278:17 280:21 281:15 283:11 290:23	<b>Reader</b> 267:10
<b>project</b> 254:24	<b>pull</b> 224:19 226:17 242:16 253:13 269:13	<b>quick</b> 212:13	<b>reading</b> 232:20
<b>projected</b> 250:4	<b>pulled</b> 211:23	<hr/> <b>R</b> <hr/>	<b>ready</b> 266:11
<b>projecting</b> 241:6	<b>pumps</b> 272:24	<b>R-107</b> 208:4	<b>real</b> 250:3 269:14
<b>projects</b> 254:23 255:1	<b>purchase</b> 243:24 244:3,24 263:2	<b>R-108</b> 208:4	<b>real-time</b> 284:7
<b>properly</b> 291:18	<b>purchased</b> 223:20 243:19,21 263:5 271:5	<b>R-63.24</b> 212:6	<b>realistic</b> 246:11
<b>proposed</b> 256:14	<b>purchases</b> 243:15,17 271:7	<b>R-63.25</b> 212:7	<b>realize</b> 236:7
	<b>purchasing</b> 289:13	<b>R-84</b> 212:7	<b>realm</b> 244:2
	<b>purpose</b> 272:17,18 273:1,3,4 280:22,23	<b>R-85</b> 212:7	<b>reasonable</b> 247:6,21 248:6 269:25 270:4 276:16 277:13,16,22 279:25 280:9,17 284:21
		<b>R-86</b> 212:7	<b>reasonableness</b> 275:1,6
		<b>R-90</b> 212:7	<b>reasons</b> 237:25 238:10 250:25 280:3 281:8
			<b>rebuttal</b> 217:1,5 257:16,20,21,23
			<b>recall</b> 236:16 261:18, 21 262:6 266:25 284:1,5 285:16 289:19 290:25 291:16,17
			<b>receive</b> 213:12 290:24

<b>received</b> 217:8 219:3, 6 283:11	<b>reductions</b> 257:17, 18	<b>repeat</b> 220:17,19 230:6 240:16 275:4 289:5	<b>respond</b> 228:18
<b>receiving</b> 222:2	<b>refer</b> 233:7	<b>repeating</b> 285:23	<b>responded</b> 292:18
<b>recognize</b> 252:3	<b>reference</b> 211:20 266:4	<b>reply</b> 228:1	<b>response</b> 219:21 221:1,17,19 222:20 225:4,14,16 226:1,2 228:2 231:7,13 232:6, 24 234:10 235:3,7 237:1 240:1,20 241:12 244:16,19,21 249:21 253:11,22 254:1 256:16,23 257:3 259:18 261:7,20 263:4 269:17 270:5,19 273:5,16,21 274:17 276:24 277:17 278:25 279:1,16 280:22 283:15 286:11 288:7 289:19,21 291:16 292:9,10,12
<b>recommend</b> 238:2	<b>referenced</b> 253:21	<b>Report</b> 215:12,15,19 216:6,17 229:21	<b>responses</b> 254:10 265:24
<b>recommendation</b> 237:9	<b>referencing</b> 211:23	<b>REPORTER</b> 292:17	<b>responsibility</b> 270:20 289:4,8
<b>recommended</b> 231:11 232:4 283:8	<b>referred</b> 239:5 271:14	<b>reports</b> 280:1	<b>result</b> 221:4
<b>recommending</b> 276:9	<b>referring</b> 215:10 262:6 285:16	<b>represent</b> 272:20	<b>resulted</b> 252:17
<b>record</b> 207:10,13 213:12,19 215:8 216:5,21,23 217:7,24 220:10 240:19 254:9 263:19,24,25 264:2, 15,19 265:7,15,23	<b>refers</b> 288:20	<b>representation</b> 273:11	<b>retail</b> 246:1 258:25 259:9,10
<b>records</b> 254:8	<b>reflect</b> 269:18	<b>representative</b> 246:10,20	<b>retroactive</b> 269:20
<b>recover</b> 261:13	<b>reflects</b> 252:24	<b>request</b> 213:20 214:10 248:8,11,15,24 249:10,22 253:25 292:7,9,10,11,13	<b>retrospect</b> 250:8
<b>recovered</b> 222:6 262:9,10 292:1	<b>regard</b> 228:21 229:1 289:13	<b>requested</b> 264:8	<b>return</b> 235:25 261:14
<b>recovery</b> 261:11 291:21	<b>region</b> 242:7	<b>required</b> 225:25 234:15 256:6	<b>revenue-related</b> 227:9
<b>recross</b> 278:16	<b>regional</b> 242:17,19 255:1	<b>requirement</b> 287:21	<b>review</b> 207:4 219:20 220:24,25 221:10 228:22 231:16,24 255:21 256:17 264:9, 10 269:15,16 279:25 286:25 292:21
<b>red</b> 237:14,16,18	<b>regular</b> 291:24	<b>requires</b> 272:1	<b>reviewed</b> 249:17 283:17
<b>redirect</b> 278:6,15 292:4	<b>regulatory</b> 207:5	<b>requiring</b> 222:19 232:25	<b>reviewing</b> 292:8
<b>reduce</b> 225:4 236:12 238:11,13,14,16 242:6 243:3 244:16,23 245:2,6 252:15 256:13 270:1 272:8,12,21 281:12 282:6 284:20	<b>reimbursements</b> 222:2	<b>reserve</b> 272:4	<b>riders</b> 235:23
<b>reduced</b> 246:12,14 252:13 253:6 256:2 257:12,13 258:6,20 283:18	<b>reinforcing</b> 290:17	<b>residential</b> 207:24 208:4 225:14 226:2 233:2 235:6 236:17 246:6,25 274:18 282:20 290:24,25 291:4	<b>risk</b> 285:23 286:3
<b>reduces</b> 244:24	<b>related</b> 225:14,20	<b>residential/ commercial</b> 276:23 281:21	
<b>reducing</b> 242:9 256:3 270:11,13 281:5,6 283:13	<b>relation</b> 238:6	<b>resolving</b> 215:21 216:8	
<b>reduction</b> 246:18 252:11 270:9	<b>relevance</b> 268:13,22 269:8	<b>resource</b> 245:12 258:17 262:18,19,20, 24 286:6	
	<b>relevancy</b> 214:24	<b>resources</b> 221:20 245:11 286:7 291:25	
	<b>relevant</b> 207:13,14,21 210:25 227:21 228:3, 16 229:6,10		
	<b>reliability</b> 237:24		
	<b>reliable</b> 271:24		
	<b>rely</b> 251:6,8		
	<b>remember</b> 246:11 253:1 289:17		
	<b>reminded</b> 237:15		
	<b>renamed</b> 268:3		

<b>risks</b> 285:13	<b>select</b> 283:13 285:21	<b>showed</b> 260:24	<b>speak</b> 240:11 285:16
<b>Roger</b> 216:22 264:24 275:25 276:4	<b>sells</b> 242:23	<b>shut</b> 262:17	<b>speaking</b> 220:13
<b>room</b> 220:11 276:1	<b>sends</b> 271:10	<b>sign</b> 252:12	<b>specific</b> 237:22,23 240:9 245:19 280:11
<b>row</b> 240:24 241:10	<b>sense</b> 215:9 235:19	<b>signatories</b> 227:5,12 228:9 230:19,23 233:16,19,24 234:2,5 290:15,16	<b>specifically</b> 245:22
<b>running</b> 243:18 283:19	<b>sentence</b> 234:24	<b>Signatory</b> 227:18 228:11	<b>specimen</b> 227:12
<hr/> <b>S</b> <hr/>	<b>separate</b> 227:15,22 228:23 259:13 262:22 291:20	<b>signature</b> 276:3	<b>speculation</b> 291:11
<b>safe</b> 271:23	<b>September</b> 231:8 238:12,22 248:19 256:1 277:1 279:21,22 281:23 283:20	<b>signed</b> 234:1 252:12	<b>speculative</b> 285:5
<b>safety</b> 222:14	<b>serve</b> 259:10 272:2	<b>significant</b> 282:18 284:14	<b>spell</b> 217:23
<b>sake</b> 222:14	<b>service</b> 227:7 258:7, 12 271:23,24	<b>silo</b> 262:20 289:15	<b>spending</b> 236:14
<b>sales</b> 260:15	<b>servicing</b> 250:17	<b>similar</b> 208:2,7 216:11,13 218:16 221:24 261:18 284:5 291:25	<b>spent</b> 261:15 268:25
<b>save</b> 238:14 245:6 247:22 263:5 277:19, 23 279:1,2,4,20 283:22 290:4	<b>set</b> 227:3	<b>simple</b> 286:14	<b>spoke</b> 283:5
<b>saved</b> 268:4,14	<b>settle</b> 228:24	<b>single</b> 241:9 246:16	<b>SPP</b> 208:23 209:3 210:7 240:2 242:4,8, 15,22,24 243:6,15,17, 21 244:3,8 245:2,4,6 250:13,23 251:6 254:24,25 255:6,11,16 256:7,15 258:7 264:11 271:7,10 272:1 280:5 284:19
<b>saving</b> 238:24 247:16 276:25 279:24 287:22	<b>settled</b> 228:21 289:11	<b>simply</b> 212:22 215:7 230:7 254:20 265:5	<b>SPP's</b> 244:6,11 249:25 254:21 255:12
<b>savings</b> 247:11 249:25 252:16 259:9 262:25 263:1 277:4,20 288:1	<b>settlement</b> 227:11 229:3	<b>single</b> 241:9 246:16	<b>spreadsheet</b> 249:14
<b>scale</b> 229:24	<b>settling</b> 215:3 224:8 227:3	<b>sir</b> 226:9 263:14	<b>stable</b> 284:20
<b>scenario</b> 286:17	<b>share</b> 255:7,16 256:7 268:11	<b>site</b> 208:24	<b>staff</b> 219:11,19 220:25 221:9,12 225:24 228:10 229:8 230:23 231:11 232:3 234:2 248:15 250:10, 11 264:8,10 266:13 273:16,23 274:5 290:20 291:14,15
<b>schedule</b> 208:23 209:6,21 210:6 219:17,18 220:23 223:9,19 238:13 245:2 254:20,22 255:2,3,21 256:13,15 270:2	<b>shared</b> 268:23	<b>sited</b> 227:24	<b>Staff's</b> 225:2 248:8,11 249:21
<b>screen</b> 226:11 268:11	<b>shares</b> 266:4	<b>sitting</b> 277:25	<b>stand</b> 217:15 230:7,8 277:25
<b>search</b> 288:23	<b>sharing</b> 257:9 258:8	<b>situations</b> 280:25	<b>standard</b> 275:1,6,10
<b>season</b> 234:16 235:1 239:1 241:24 283:20	<b>sheet</b> 207:24 208:3 211:17 270:13 272:19	<b>slightly</b> 214:18	<b>Staples</b> 237:15
<b>seconds</b> 259:25	<b>sheet</b> 207:24 208:3 211:17 270:13 272:19	<b>small</b> 233:2 285:13	<b>Starkebaum</b> 216:24
<b>section</b> 210:13 233:8, 10	<b>sheets</b> 212:6,22 237:24	<b>smart</b> 250:6 274:7	<b>start</b> 220:18 226:13
<b>sections</b> 233:8	<b>shifted</b> 256:9	<b>solely</b> 227:2	
	<b>shifts</b> 256:6	<b>sort</b> 229:13,23 243:25	
	<b>short</b> 263:22	<b>sound</b> 213:9	
	<b>shots</b> 286:17	<b>Sounds</b> 216:3	
	<b>show</b> 220:12 245:3 281:7	<b>source</b> 260:24	
		<b>south</b> 243:10	
		<b>Southwest</b> 242:15	



240:15 245:24 273:7 278:16	<b>straight</b> 282:7	252:6 257:8 285:19	<b>tedious</b> 287:16
<b>starts</b> 287:1,2	<b>stream</b> 212:14	<b>sustain</b> 291:12	<b>tells</b> 212:24
<b>state</b> 217:23 231:5 259:11	<b>streaming</b> 212:25	<b>SVP</b> 238:13	<b>temperature</b> 240:25 241:11,15 242:11
<b>stated</b> 272:17,18 281:5 289:22	<b>structure</b> 269:24	<b>switch</b> 254:18	<b>temporarily</b> 244:23 272:24
<b>statement</b> 215:16 237:13	<b>subdirectory</b> 268:4	<b>sworn</b> 217:18,21	<b>ten</b> 276:14,23 277:4,5 282:2,16 283:4
<b>states</b> 227:1 230:19 233:9	<b>submit</b> 207:14 208:14,15 209:20	<b>system</b> 242:9 245:2 272:12,22,25	<b>tender</b> 219:8
<b>statue</b> 270:19	<b>submitted</b> 265:16		<b>tense</b> 289:7
<b>statute</b> 222:3 291:20	<b>Subparagraphs</b> 227:1	<b>T</b>	<b>term</b> 232:9,16 242:14 243:25
<b>stay-ahead</b> 245:5	<b>Subsection</b> 288:5	<b>tab</b> 223:9 267:17	<b>terms</b> 215:5,9 227:13, 18,20,24 228:13 229:3,7 230:20 232:14 233:16 234:5 242:20 250:15
<b>Steiner</b> 209:19,24 210:4,6,11,17,22 216:22 217:10 254:2, 12,16 264:24 265:19, 25 266:3,9 275:25 276:4 293:2,6,18	<b>substantially</b> 218:16	<b>taker</b> 286:3	<b>territory</b> 243:6
<b>stem</b> 219:19 220:24	<b>successful</b> 224:8	<b>takes</b> 224:11 230:12	<b>testified</b> 234:7 245:14
<b>stick</b> 293:19	<b>sufficient</b> 291:9	<b>taking</b> 209:5 214:20, 23 215:1 216:16 230:12 250:19 255:13 271:11	<b>testifies</b> 217:21
<b>stip</b> 234:21 275:25 287:10,11 289:25 290:3	<b>suggest</b> 225:7,13 229:5 289:3	<b>talk</b> 219:16 224:13 243:22 252:7 266:22 281:18 286:21	<b>testify</b> 234:9
<b>stipulate</b> 273:12	<b>suggested</b> 289:7	<b>talked</b> 221:13 225:19, 23 242:15 258:9 293:22	<b>testimony</b> 207:11 216:2,23 217:5,12 218:2,6,9,11 221:6,9, 12 224:15,24 225:1,7, 12,22 229:17,23 237:9 244:20 245:21 248:7 249:9,16 253:10,15, 18,21 254:10 257:8,16 258:4 260:17 261:1 265:10 276:7,10,11,25 289:22 291:3,6 292:6, 8
<b>stipulated</b> 266:23	<b>suggesting</b> 279:10	<b>target</b> 270:4,7 288:1,3	<b>that'll</b> 210:16,23
<b>stipulation</b> 213:21,23 214:4,8,9 215:1,21 216:7,17 225:25 226:5,24 227:2,5,10, 12,14,17,21,23 228:8, 12,13 229:22 230:1,2, 18,24 231:1,4 232:4 233:5,10 234:15,22 235:15 236:24 239:21 266:24 267:7,19,23 268:1,2 275:20 286:20,22 287:5 290:10	<b>suggests</b> 289:7	<b>targets</b> 287:22	<b>Theoretically</b> 256:8
<b>stock</b> 277:12	<b>suggests</b> 289:7	<b>tariff</b> 207:22,23,25 208:1,2,5,24 209:6,13, 19,21 210:7,13 211:17 212:6 235:10,11 237:24 254:8 265:17 270:12 272:16,19 273:1 280:23 282:4	<b>thermostat</b> 207:25 208:5 231:6,13 232:5 233:2 234:11 235:14 236:25 256:16 272:11, 21 281:21 282:20 290:24,25
<b>stop</b> 293:17	<b>sum</b> 255:10	<b>tariffs</b> 207:8,10,13,15, 18,20 208:8,23 209:2 210:12,24 211:7 213:4 254:21 281:7	<b>thermostats</b> 235:8
<b>straggler</b> 261:4	<b>summarize</b> 213:2	<b>technology</b> 293:10, 13	<b>thing</b> 210:1 258:15
	<b>summed</b> 257:4		
	<b>summer</b> 226:2 228:6 231:7,14,25 232:1,7 234:11 238:16 240:1, 23 241:1 247:4 249:18 251:4,5 256:12,23 274:1,20 275:17 276:9,17,20 277:6,15 280:13 282:12 287:1,6 288:7		
	<b>summers</b> 232:2 245:24 273:18		
	<b>supply-side</b> 262:19		
	<b>supports</b> 225:2		
	<b>supposed</b> 235:25 271:23		
	<b>surrebuttal</b> 218:6,12 224:15,16 225:11 238:2 248:7 249:16		

262:18 287:16	25 276:21,22,23 282:1,3	<b>unlimited</b> 251:21	18 213:15 234:13 246:9,10 278:13 289:24
<b>things</b> 222:2 241:16, 17 245:25 251:14 252:4 264:4 283:24 288:3	<b>touched</b> 283:10 285:19	<b>unmuted</b> 264:3	<b>wanting</b> 251:24
<b>thinking</b> 215:18,22 264:25	<b>track</b> 267:24	<b>unpredictable</b> 241:18	<b>ways</b> 247:11
<b>thought</b> 207:20 210:24 229:7 248:5 251:15 258:15 290:2 291:11	<b>transmission</b> 223:14,18,23 242:19 250:24 251:2,13 254:23 255:1 258:6,7, 12	<b>unstable</b> 284:19	<b>weather</b> 241:8,9,19, 24 242:2,4,6,10,12 251:3,7,16 279:16,18 280:1,15
<b>throw</b> 264:17,18	<b>treated</b> 262:19	<b>upgrades</b> 254:24	<b>Webex</b> 220:13
<b>tied</b> 223:19 242:24,25	<b>trickier</b> 289:16	<b>upgrading</b> 254:25	<b>website</b> 211:23 212:15
<b>time</b> 209:13,23 213:24 216:21,24 218:9,18 221:4 222:25 226:4,18 231:24 237:14 238:23 239:9,12 240:6,10 241:2,4,5,15,23 244:6, 7 247:22 250:3 251:21 266:3 269:1 271:18 273:13 274:6,11,21 275:2,9,14,24 277:14, 25 278:11 280:8 283:21 285:6 288:22 289:10 290:19	<b>trouble</b> 245:18 253:9 271:9	<b>usage</b> 243:14	<b>week</b> 207:16 208:17 213:8 241:3,21,23
<b>times</b> 234:18 237:17 238:20 244:9 270:5	<b>true</b> 218:12 235:6	<b>utilities</b> 221:20 240:23 244:1 255:10, 11 259:7 271:22 279:15	<b>weekdays</b> 241:22
<b>title</b> 267:12,14 268:12	<b>truth</b> 262:23	<b>utility</b> 223:21 236:11, 20 244:15 248:18,22 250:16 255:11,14 256:2,22 272:5 280:5 292:24	<b>weight</b> 229:17
<b>today</b> 207:17 208:18 211:5 213:8 218:15 222:5 224:7,12 228:4 266:18 271:6	<b>turn</b> 224:23 225:11 226:13 230:17 231:4 235:14	<b>utility's</b> 244:14	<b>weighted</b> 248:2
<b>told</b> 256:19 290:8	<b>type</b> 273:5	<b>utilization</b> 291:23	<b>west</b> 212:6 231:19,20 243:12 248:17 249:1 250:25 251:11 255:15 259:10 287:2
<b>tomorrow</b> 211:5 213:4 254:13 265:21 266:5	<b>types</b> 247:23	<b>utilize</b> 238:25 291:18	<b>wholesale</b> 259:7,11
<b>tool</b> 281:10,11	<b>typically</b> 223:16 238:16 240:23 241:1, 21 243:20,22 251:16 259:7,12 279:18	<b>utilized</b> 263:4	<b>wild</b> 284:13
<b>tools</b> 280:24	<hr/> <b>U</b> <hr/>	<hr/> <b>V</b> <hr/>	<b>win</b> 239:6
<b>top</b> 231:22 252:22 267:13 273:14 274:17	<b>underlying</b> 291:19	<b>validity</b> 228:11	<b>wind</b> 251:14 285:7
<b>topic</b> 228:17 229:9	<b>understand</b> 213:9 215:11 229:11 232:23 235:16 246:1 270:20 276:7 277:13	<b>ventures</b> 285:5	<b>winter</b> 251:5
<b>total</b> 246:17 252:21 253:7 255:9,14 256:3,	<b>understanding</b> 209:24 231:16 232:9, 16 234:19 239:4 250:23 254:22 261:11 274:25 275:5 291:6 292:14	<b>verifying</b> 292:15	<b>witnesses</b> 261:6 264:14,17 293:19
	<b>unit</b> 250:22	<b>version</b> 218:25	<b>wondering</b> 236:14
	<b>units</b> 244:23 250:18 272:24	<b>viewed</b> 268:1	<b>words</b> 288:24
		<b>virtue</b> 215:7	<b>work</b> 210:16 222:9,12 223:6 245:23 252:20 259:3 260:23 261:3 265:22 270:13,15 282:23 284:19
		<b>visit</b> 229:8	<b>working</b> 236:2 277:11 284:17
		<b>voluminous</b> 210:7	<b>workpapers</b> 255:8
		<b>voluntary</b> 272:21	<b>would've</b> 290:20
		<hr/> <b>W</b> <hr/>	<b>written</b> 221:6 290:15
		<b>wait</b> 216:1 249:7	
		<b>walk</b> 235:13	
		<b>wanted</b> 207:7 210:17,	

**wrong** 209:18 215:6  
223:15 239:7,10,13,18  
284:4,6,10 285:3

---

**Y**

---

**year** 213:12 236:18,  
20,22 241:15,24  
247:22 256:4

**yesterday** 207:11  
215:19 216:24 224:9  
252:20 255:19 261:6,  
18 289:22