

N.P.

STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

In the Matter of Southern Missouri     )  
Gas Company, L.P.'s Purchased Gas     )  
Adjustment Factors to be Reviewed in    ) Case No. GR-2001-388  
Its 1999-2000 and 2000-2001 Actual     )  
Cost Adjustment.                         )

DEPOSITION OF BILL WALKER  
TAKEN ON BEHALF OF THE STAFF

FEBRUARY 27, 2003

Exhibit No. 9  
Case No(s) GR-2001-388  
Date 3-11-03 Rptr KF

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1 STATE OF MISSOURI

2 PUBLIC SERVICE COMMISSION

3 In the Matter of Southern Missouri  
4 Gas Company, L.P.'s Purchased Gas  
5 Adjustment Factors to be Reviewed in  
6 its 1999-2000 and 2000-2001 Actual  
7 Cost Adjustment.

Case No. GR-2001-388

7 DEPOSITION OF BILL WALKER,

8 a witness, produced, sworn and examined on the 27th day  
9 of February, 2003, between the hours of 8:00 a.m. and  
10 8:00 p.m. of that day at the offices of the Missouri Public  
11 Service Commission, 200 Madison Street, Suite 810, in the  
12 City of Jefferson, County of Cole, State of Missouri, before

14  
15 KELLENE K. FEDDERSEN, RPR, CSR, CCR  
16 ASSOCIATED COURT REPORTERS  
17 714 West High Street  
18 P. O. Box 1308  
19 JEFFERSON CITY, MO 65101  
20 (573) 636-7551

21 and Notary Public within and for the State of Missouri,  
22 commissioned in Cole County, Missouri, in the above-entitled  
23 cause, on the part of the Missouri Public Service Commission  
24 Staff, pursuant to agreement.

25  
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1 INDEX

2	Direct Examination by Mr. Franson	4
3	Cross-Examination by Mr. Micheel	68
3	Redirect Examination by Mr. Franson	72
4	Cross-Examination by Mr. Fischer	75
4	Further Redirect Examination by Mr. Franson	90
5	Recross-Examination by Mr. Fischer	95
5	Further Redirect Examination by Mr. Franson	96

6 EXHIBITS INDEX

7	Exhibit No. 1 [REDACTED]	
8	Agreement Review	9
9	Exhibit No. 2 4/3/01 Memo to File from Bill Walker	28
10	Exhibit No. 3 Handwritten documentation re [REDACTED]	31
12	Exhibit No. 4 Summary of Contracts with "Transportation Service - Internal" Customers	37
14	Exhibit No. 5 Contracts to [REDACTED]	49
15	Exhibit No. 6 Testimony of Scott F. Klemm	55
16	Exhibit No. 7 Rebuttal Testimony of Scott F. Klemm	54
17	Exhibit No. 8 Schedule of Rates for Natural Gas Service	58
19	Exhibit No. 9 Tariff Sheet form No. 13 PSC No. 1 Sheet No. 6	74

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16 SIGNATURE INSTRUCTIONS:

17 Presentment waived; signature requested.

18 EXHIBIT INSTRUCTIONS:

19 Attached to original.

25  
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1 BILL WALKER, being sworn, testified as follows:

2 DIRECT EXAMINATION BY MR. FRANSON:

3 Q. Sir, please state your name.

4 A. Bill Walker.

5 Q. Mr. Walker, my name is Robert Franson. I'm an

6 attorney with the Staff of the Public Service Commission,

7 and we're here for your deposition today. And what that is

8 going to entail is, I'm going to be asking you some

9 questions, and you answer those questions. Sometimes when a

10 person's in your situation, they may not understand the

11 question. I ask you if you don't understand my question,

12 please tell me.

13 It may be that at some point you want a break,

14 whether it's to get a drink of water or whatever else, maybe

15 to talk to your attorney. If you need a break, would you

16 please tell me at that time?

17 A. Yes, sir.

18 Q. Okay. And if there's anything -- if there is

19 a question you don't understand, if I can repeat it or

20 rephrase it, if you don't understand, please tell me and

21 I'll try and do that.

22 Now, the other thing we have to remember is,

23 we have a court reporter. She's taking down everything all

24 of us say, so we have to speak verbally. She can't record

25 you nodding your head or anything like that.

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1 A. I understand.  
2 Q. Okay. Any questions about any of these rules  
3 or any --  
4 A. No, sir.  
5 Q. Okay. We talked about a break. Now, one of  
6 the things is, Mr. Fischer at some point, hopefully not, but  
7 if he does, he might object, but unless he tells you not to  
8 answer a question, you'll need to answer that question. Is  
9 that okay with you?  
10 A. I understand.  
11 Q. Okay. Now, I need to ask you, do you have any  
12 medical conditions or anything that will affect your ability  
13 to listen and understand questions and answer?  
14 A. No, sir.  
15 Q. Okay. Mr. Williams, how are you employed?  
16 A. Mr. Walker.  
17 Q. I'm sorry. My mistake. Okay. Mr. Walker, I  
18 apologize. How are you employed?  
19 A. I'm an employee of Southern Missouri Gas  
20 Company.  
21 Q. Okay. How long have you been an employee of  
22 Southern Missouri Gas Company?  
23 A. I'm going on my eighth year.  
24 Q. And what do you do at Southern Missouri Gas  
25 Company?

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1 Q. What did you do before you were at Southern  
2 Missouri Gas?  
3 A. Immediately before, I worked with an  
4 electrician.  
5 Q. And when you started at Southern Missouri Gas,  
6 what did you start doing there? What was the first thing  
7 you did as an employee?  
8 A. I was a marketer there for probably three  
9 months.  
10 Q. And then did you become -- did you move into  
11 your current job?  
12 A. No. I moved into an operations position where  
13 I just was an operations hand on the pipeline, and from  
14 there I went into the conversion side of the business where  
15 we were converting propane customers to natural gas as we  
16 were adding customers. And from there I went into my  
17 current job.  
18 Q. Okay. Now, what area do you live in? I'm not  
19 asking your specific address because we can use your  
20 business address, but -- by the way, what is your business  
21 address?  
22 A. 301 East 17th Street, Mountain Grove.  
23 Q. Do you live in the Mountain Grove area?  
24 A. I live about 30 miles from there in a rural  
25 area.

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1 A. I'm gas control manager.  
2 Q. And what are the duties of gas control  
3 manager?  
4 A. Well, I oversee procuring gas, from a local  
5 standpoint at least, estimate volumes that we're going to  
6 need, discuss it with my supervisors before we purchase gas,  
7 and I oversee relations with our industrial and transport  
8 customers.  
9 Q. And do you actually have the authority to  
10 enter into contracts?  
11 A. Well, I wouldn't enter into one without  
12 discussing it with my supervisors but, yeah, I have the  
13 authority to sign them, I would say.  
14 Q. Who are your supervisors?  
15 A. Well, currently Scott Klemm is.  
16 Q. Okay. So daily operations you report to Scott  
17 Klemm?  
18 A. Yes, sir.  
19 Q. Okay. What is your educational background to  
20 prepare for this job?  
21 A. I've got a high school education and little  
22 bit of college, no degree.  
23 Q. Okay. Now, before Southern Missouri Gas, did  
24 you do anything else in the gas industry?  
25 A. No, sir.

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1 Q. Okay. And as part of your duties, you -- I  
2 believe you told me you sign contracts; is that correct?  
3 A. (Witness nodded.)  
4 Q. And there is a -- okay. When you are getting  
5 ready to talk to a customer, a customer has contacted you  
6 and they need gas, what is it you do at that point?  
7 A. Are we talking about -- what size customer?  
8 Q. An industrial customer, as an example.  
9 A. I'd probably inquire as to what the nature of  
10 the gas service they need, if they would need, you know,  
11 what kind of volumes they'd need, what kind of pressures  
12 they'd need delivered into their facilities, and be a range  
13 of questions like that.  
14 After determining what they needed, then I  
15 would decide how best we could serve them and I'd discuss  
16 that with my supervisor. And if he approved of that, then  
17 I'd go forward and make a proposal to them.  
18 Q. Okay. Now, as part of your duties back in  
19 2001, did you have some situations that arose that you had  
20 to deal with regarding some of your larger industrial  
21 customers?  
22 A. Yes, sir, I did.  
23 Q. Okay. What I want to ask you is about part of  
24 that.  
25 MR. FRANSON: And if we could go off just a

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1 moment.

2 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)

3 BY MR. FRANSON:

4 Q. I'm going to hand you two pages, if you'd look

5 at those. And that's going to be Exhibit No. 1, and if you

6 could look at that.

7 MR. FRANSON: And at your convenience, if we

8 can mark that.

9 (EXHIBIT NO. 1 WAS MARKED FOR IDENTIFICATION

10 BY THE REPORTER.)

11 BY MR. FRANSON:

12 Q. And actually, Mr. Walker, if we could step

13 back from that just a moment, but please remember that.

14 Do you have a standard set of questions you

15 ask potential industrial customers if they come in and talk

16 to you about their gas needs?

17 A. No, sir.

18 Q. Do you just have a general conversation with

19 them and determine what their needs are and how best you

20 can --

21 A. Yeah, that's how I'd characterize it.

22 Q. Okay. Could you take a look at Exhibit No. 1,

23 please. Have you seen that before?

24 A. Yes, I have.

25 Q. And how many pages does it consist of?

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1 Q. And when a customer comes in and talks to you,

2 do you always document --

3 A. No, sir.

4 Q. -- in a memo like that?

5 A. Well, I hadn't before this time, but I'm

6 beginning to get better at it.

7 Q. Well, why did you do it this time?

8 A. Actually, this document right here was written

9 in August, and I documented it after -- after a similar deal

10 had been done with a company called [REDACTED].

11 Q. Okay. Let's start with this document. It

12 records events that took place in March of 2001?

13 A. Yes, sir.

14 Q. But you actually wrote it in August of 2001?

15 A. Yes, sir.

16 Q. Okay. What occurred in August that made you

17 go back and write this document?

18 A. Well, after -- after completing the [REDACTED] deal,

19 it was suggested to me by Scott Klemm that I should probably

20 go back and write some overviews or a summary of how this

21 transaction had taken place, and he was -- at that time he

22 had just become my supervisor. I had previously been

23 answering to Tom Taylor. And Scott said it would be a good

24 idea if you kept a file and kind of kept track of these

25 transactions and how they took place.

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1 A. Two pages.

2 Q. And is that -- to your knowledge, is that a

3 complete document?

4 A. It is.

5 Q. What is that?

6 A. That's a summary that I made up of the -- kind

7 of covers the transaction that took place beginning in mid

8 March with [REDACTED].

9 Q. I need to ask in mid March of what year?

10 A. 2001.

11 Q. And so this is a document that you wrote?

12 A. Yes, it is.

13 Q. Is this a true and accurate copy of the

14 document?

15 A. Yes, it is.

16 Q. And is there a date on that document?

17 A. The document itself is not dated, but it -- in

18 the first sentence it says in mid March 2001, I was

19 approached. It dates the activity, but it doesn't date --

20 Q. And that's March of 2001?

21 A. It is.

22 Q. And is it fair to say that in the course of

23 your business dealing with industrial customers, that the

24 needs of those customers vary?

25 A. Oh, yes, sir.

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1 Q. Did Scott Klemm tell you why you should be

2 doing those or why this was a good idea?

3 A. No. He said it would just be a good idea to

4 keep a record of everything that you do when you discuss

5 anything with your big customers, and anything that pertains

6 to buying gas or anything like that, make notes about it.

7 And so I began to do that.

8 Q. When did Scott Klemm become your supervisor?

9 A. I don't recall an exact date, but it was in

10 the summer of 2001.

11 Q. So this document is -- you wrote it in August

12 of 2001, and this is based on your recollection in August?

13 A. Yes, sir.

14 Q. Okay. Did you have any other notes on this

15 transaction that you used in preparing this document?

16 A. No, sir.

17 Q. This document, what company does it deal with?

18 A. [REDACTED]

19 Q. Okay. And what kind of company is [REDACTED]

20 [REDACTED]?

21 A. Well, this particular plant that we're talking

22 about has the facilities -- they buy raw charcoal from local

23 producers and compress it into briquets and bag it, and it

24 leaves there in a form that can be sold retail. And they

25 also have a charcoal lighter fluid plant where they

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1 manufacture -- where they make the various chemicals and  
2 manufacture charcoal lighter fluid.  
3 Q. Okay. Could you hand me Exhibit No. 1 for  
4 just a moment, please, Mr. Walker?  
5 A. (Witness complied.)  
6 Q. Now, let me hand you back Exhibit No. 1. When  
7 [REDACTED] -- did they contact you?  
8 A. Yes, they did.  
9 Q. Why did they contact you?  
10 A. Well, at the time that they contacted me,  
11 their complaint was that their gas prices were just  
12 outrageous, which was -- they were considerably higher than  
13 they had been the previous couple years.  
14 Q. And this was during March of 2001?  
15 A. It was.  
16 Q. Okay. And they contacted you and what  
17 happened?  
18 A. Well, they contacted me, and when Chris  
19 Jackson called me, his statement was that, you know, you're  
20 going to have to do something about these gas prices or  
21 we're going to have to change -- we're going to have to go  
22 to propane or some other alternative.  
23 Q. At the time -- Chris Jackson was with [REDACTED]  
24 [REDACTED]?  
25 A. He was. Plant manager.

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1 Q. I'm sorry?  
2 A. He was the plant manager.  
3 Q. Okay. At the time that he contacted you, [REDACTED]  
4 [REDACTED] was, in fact, a customer of Southern Missouri  
5 Gas?  
6 A. They were.  
7 Q. What type of customer?  
8 A. A large volume customer.  
9 Q. But a sales customer?  
10 A. Yes, sir.  
11 Q. Now, when he contacted you, what did you do at  
12 that point?  
13 A. Well, I looked at their rates and I looked at  
14 their margins and what our PGA was, and he had offered me a  
15 bid that he had in his hand for propane for 71 cents, and I  
16 saw that there wasn't any way that we could compete with  
17 that under his current customer class. And I told him that  
18 he could become a transportation customer and go out and  
19 look at -- and he wasn't open to that suggestion at all.  
20 So I called Tom Taylor at that time, who was  
21 at that time my immediate supervisor, discussed it with him,  
22 and he said, well, he was going to be down in the next week  
23 or so, to be thinking about it and we'd talk about it when  
24 he got down there.  
25 Q. And did he, in fact, come down?

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1 A. He did.  
2 Q. And did you have a discussion with him?  
3 A. We did. We discussed it at length, and we  
4 were pretty much limited as to what we could do with them if  
5 they stayed a large volume customer, but if we could get  
6 them to be a transport customer, we could get them some  
7 competitive price gas.  
8 And I told Tom at that time that they weren't  
9 at all open to becoming a transport customer because they  
10 didn't have anybody in-house who could go out and, you know,  
11 procure gas supply, and he -- we kicked it around some. I  
12 offered the suggestion that we could help them, we could go  
13 out and help them procure their gas.  
14 Q. Well, now, let me stop you just a moment,  
15 Mr. Walker. A normal transportation customer procures their  
16 own gas; isn't that true?  
17 A. Well, yeah.  
18 Q. Okay. And then how does that -- tell me how  
19 the transportation customer would work. The service you  
20 were offering them as a transportation customer, how would  
21 that work?  
22 A. Well, a transportation customer, typically we  
23 would take possession of the gas at our interconnect with  
24 Williams or what was formerly Williams.  
25 Q. Now, when you say "we," you're talking about

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1 Southern Missouri Gas?  
2 A. Right.  
3 Q. Okay. And then what would happen?  
4 A. We'd transport the gas for them to their take  
5 point, wherever their meter was, for an agreed-upon rate.  
6 Q. Okay. But they procure their own gas and then  
7 you just charge them for transporting it?  
8 A. Exactly.  
9 Q. Okay. Did you know at that time how much it  
10 would have cost [REDACTED] to change over to becoming  
11 a -- to be a propane customer?  
12 A. Yes, I did.  
13 Q. How much was that?  
14 A. Well, I mean, in terms of exact dollars, I  
15 don't know, but I know they had a propane tank still on  
16 site, still hooked to two evaporators that were on site, and  
17 essentially it's a one-day process. That's how long it took  
18 them to convert from propane to natural gas, and I was there  
19 when they did that.  
20 Q. So hypothetically if they converted over to  
21 propane, it might not have been that difficult or that  
22 expensive to convert back sometime in the future?  
23 A. Yeah, exactly. It was a -- probably a one-day  
24 process involving six or seven guys working all day to  
25 convert the main part of their plant.

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1 Q. And while you may not know what they cost, it  
2 would not necessarily have been cost prohibitive for them to  
3 do that?

4 A. Exactly.

5 Q. Okay. So what happened after you talked to  
6 Mr. Taylor? What did you do?

7 A. Well, I suggested to him that we could go out  
8 and help them find some gas supplies, and from there we  
9 discussed that -- what the best way for us to do that would  
10 be, and we kind of came up with a rough plan that we'd  
11 go out and kind of act as their agent, help them out to get  
12 a gas supply in order to retain them as a customer, and he  
13 agreed on it. I -- he told me, go ahead and call them and  
14 see if they'd be willing to look at, you know, changing  
15 customer class and become a transportation customer and let  
16 us supply their gas for them. And --

17 Q. And -- I'm sorry. Go ahead.

18 A. I called him and put that idea out there, and  
19 he was real open to it, wanted to discuss it further and get  
20 details.

21 Q. And so did you -- was it Mr. Jackson at [REDACTED]  
22 [REDACTED], is that who you talked to?

23 A. At that point I was talking to him and a  
24 gentleman named Steve Moore. He's a vice president in the  
25 organization. I was talking to both of them at that point.

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1 interconnect you mentioned?

2 A. It was.

3 Q. If you were going to buy gas for anyone else  
4 at that same point, would you have paid this price that you  
5 put in here at that particular time in 2001?

6 A. When you're asking me if I was going to buy  
7 gas for somebody else at that point, what would I have paid?

8 Q. Yes.

9 A. Well, we've never bought gas at our point. In  
10 other words, we buy gas out in the production area, and then  
11 we transport it on our contract to that point.

12 Q. Okay. Is that what you were doing with [REDACTED]  
13 [REDACTED]?

14 A. Yeah. Essentially we were -- we moved their  
15 gas on our contracts.

16 Q. Okay.

17 A. To get it to the Williams. We bought it in  
18 the production area.

19 Q. Okay.

20 A. And then we moved it on our contracts to get  
21 it there.

22 Q. What I'm asking is, if you decided at that  
23 point to have bought gas for anyone else, would you have  
24 done the process any differently if you were going to buy  
25 gas out in the production area, or would it have been the

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1 Q. Okay. And they were interested in this  
2 proposal?

3 A. They were interested in it, yeah.

4 Q. And did you, in fact, go talk to them about  
5 this?

6 A. I did.

7 Q. And what exactly did you offer them as far as  
8 a service that you would be able to provide?

9 A. I told them I was going to make them a  
10 transportation customer, and I kind of outlined what that  
11 would entail, and similar to what I described to you, that  
12 we'd take possession of their gas. And then I told them  
13 that because they were unable to go out or they didn't feel  
14 comfortable going out on the market finding their own gas  
15 supply, that we'd do that for them.

16 And they asked, obviously, what the prices  
17 would be, and I told them under current market conditions  
18 what I'd be able to do for them, and --

19 Q. And what was that at that time?

20 A. I believe it's recorded right here, that we'd  
21 be able to sell them gas at the Williams interconnect with  
22 Southern Missouri Gas for [REDACTED] per MMBtu, and that we  
23 would further transport it for them for [REDACTED] per MMBtu.

24 Q. Okay. The price you talked about at the  
25 Williams interconnect -- I'm sorry. Was it Williams

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1 same cost to you?

2 A. The actual cost of the gas would have been the  
3 same. Incrementally we charge them back what we were having  
4 to pay Williams to move the gas, but then we added some --  
5 we added some money to the price that they were paying for  
6 the gas.

7 Q. At the time that you came up with this  
8 proposal and implemented it with [REDACTED], you had  
9 other transportation customers; is that correct?

10 A. Yes, sir.

11 Q. And did you -- and you didn't provide this  
12 same type of service to them?

13 A. No, sir.

14 Q. Okay. At some point you implemented this,  
15 correct?

16 A. (Witness nodded.)

17 Q. When was that?

18 A. The exact date of when we implemented, I don't  
19 know. We made it retroactive to April 1st. It was sometime  
20 after.

21 Q. That's April of 2001?

22 A. Of 2001, yeah.

23 Q. Okay. So this was something that you and  
24 Mr. Taylor, this was a proposal you came up with and  
25 implemented?

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1 A. It was.  
2 Q. Do you know what date Mr. Klemm became your  
3 supervisor?  
4 A. Not exactly, no, sir.  
5 Q. Was it sometime in 2001?  
6 A. It was.  
7 Q. Okay. And definitely by August of 2001; is  
8 that correct?  
9 A. Well, we were -- I'd hate to sit here and tell  
10 you that I know that Tom Taylor was gone by then, because I  
11 honestly don't remember the exact date, but yeah, I was -- I  
12 was answering to Scott by that time.  
13 Q. Okay.  
14 A. It wasn't just a transition that took place  
15 instantaneously. It was kind of a --  
16 Q. Do you know how much [REDACTED] paid toward the  
17 margin or tariff rates of the company?  
18 A. When you say margin or tariff rates, you mean  
19 what was their -- as a large volume customer, what was their  
20 margin? Is that what you're asking, or as a transportation  
21 customer?  
22 Q. Well, pursuant to the contract that you  
23 entered into, which we'll come to -- I'll give you a copy in  
24 a moment, or we can defer this question until you see the  
25 contract.

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1 they met the requirements in terms of the volumes they were  
2 moving, and I knew they did meet those requirements, and  
3 that they could become a transportation customer.  
4 In terms of the particulars about how they got  
5 their gas supply, I'll be honest with you, it didn't occur  
6 to me that it would be. I mean, it didn't make sense to me  
7 that it would be in violation of the tariff, and Tom didn't  
8 mention it either.  
9 Q. So maybe your idea was you didn't think it was  
10 a problem, but you didn't think it was your role to worry  
11 about that?  
12 A. Yeah. I'd say that's fair enough.  
13 Q. Okay. Is Southern Missouri Gas a licensed  
14 third-party marketer?  
15 A. No, sir, not that I'm aware of.  
16 Q. Okay. But you, in essence, were providing the  
17 service -- in addition to these folks being transportation  
18 customers as you've described it, you were providing an  
19 extra service, is that correct, because you were procuring  
20 their gas?  
21 A. Yes, sir.  
22 Q. Were you charging them a fee for that?  
23 A. Well, I'm not sure how you would characterize  
24 the -- we were actually charging them [REDACTED] for their gas at  
25 the -- at the interconnect with Williams than we were [REDACTED]

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1 The question is, how much of it went to  
2 non-gas cost?  
3 A. I'm still not sure I understand exactly. I  
4 think it's our -- I don't understand exactly what you're  
5 asking me.  
6 Are you asking what their margin was as a  
7 transport customer?  
8 Q. Let's start with that.  
9 A. Their margin as a transport customer was going  
10 to be [REDACTED] per MMBtu.  
11 Q. Okay. What was the margin when they were a  
12 large volume customer?  
13 A. [REDACTED] per MCF.  
14 Q. Okay. Now, when you were discussing -- at  
15 this point in time you and Mr. Taylor came up with this, did  
16 the subject of your tariffs that you have on file with the  
17 Public Service Commission come up?  
18 A. Not that I recall, no, sir.  
19 Q. Okay. So neither you thought of it or  
20 Mr. Taylor or anyone else thought, wait a minute, does this  
21 comply with our tariffs with the Public Service Commission?  
22 A. Well, I didn't consider it my role to keep us  
23 in compliance. I considered that more to be his role, and I  
24 didn't think it was my business to, you know, ask him. I  
25 mean, I knew that basically the tariff in terms of whether

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22

1 for it in the production area.  
2 Q. What I'm asking is, but that's exact -- I'm  
3 sorry. Go ahead.  
4 A. No. Go ahead. I didn't have --  
5 Q. My question is, you would do that for your  
6 traditional transportation customers, correct?  
7 A. Well, we never -- we don't supply gas to our  
8 traditional.  
9 Q. Okay. That's what I was asking. That's the  
10 difference. You're providing an extra service here; is that  
11 correct?  
12 A. Yes, sir, it would be correct.  
13 Q. Okay. Did you charge [REDACTED] or any of  
14 these other customers that you subsequently provided this  
15 service to anything for that service?  
16 A. Not specifically that I'm aware of, no, sir.  
17 Q. Okay. So you treated them just like regular  
18 transportation customers?  
19 A. Yes, sir.  
20 Q. Even though there was this additional thing  
21 that was going?  
22 A. Yes, sir.  
23 Q. Okay. Question about how did the -- can you  
24 break down the total cost that was charged to Gulf Lite for  
25 all the services you provided to them?

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24

1 A. Yes, sir, I can do it off this memo  
 2 (indicating), Exhibit 1.  
 3 Q. Would you do that, please?  
 4 A. Yeah. The cost of the gas that we bought for  
 5 them, at the time this transaction took place, was [REDACTED] per  
 6 MMBtu.  
 7 Q. Okay.  
 8 A. We pay an incremental charge to Williams for  
 9 transporting the gas across both contracts of [REDACTED] cents per  
 10 MMBtu, and we added that to the cost. At that time our ACA  
 11 part of our rate was 55.5 cents per MMBtu, and we added that  
 12 to the cost. And at that time there was another component  
 13 in our PGA side of our rate called an unscheduled filing  
 14 adjustment, and it was 50 cent per MMBtu, and we added that  
 15 back to the rate.  
 16 And totaling those all up, we were still  
 17 competitive with the propane price, and that's what we felt  
 18 we could charge them and retain them as customers on the  
 19 system.  
 20 Q. Okay. Now, did you charge any more than that,  
 21 than what you just described?  
 22 A. Well, when we sold them the gas at the --  
 23 that's what we charged them for the gas. Now, we charged  
 24 them an additional [REDACTED] per MMBtu to transport the gas,  
 25 then, from the interconnect down to their take point.

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 25

1 Q. Possibly a fax machine?  
 2 A. Probably more likely my computer and the phone  
 3 would be the two.  
 4 Q. Your computer. Okay. And when you were doing  
 5 that, you -- all those costs were being paid by Southern  
 6 Missouri Gas --  
 7 A. Yes.  
 8 Q. -- ultimately to the customer, correct?  
 9 A. Yes, sir.  
 10 Q. So you didn't have any distinction between on  
 11 one hand you're doing part of regulated activities, on  
 12 another you may be doing something that's unregulated?  
 13 A. No, sir. Probably I would consider my role at  
 14 the company to take care of both my large volume and my  
 15 transport customers, and I just saw this as an additional  
 16 requirement to keep the relationship good and to keep them  
 17 as a customer.  
 18 Q. I believe you stated earlier that your first  
 19 job with the company was as a marketer; is that correct?  
 20 A. Well, yeah. That was a pretty temporary  
 21 situation. When the company started up, essentially, I was  
 22 there the first day that they opened the building in  
 23 Mountain Grove, and they didn't have anything for anybody to  
 24 do.  
 25 And so for a stint of about three months they

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 27

1 Q. Okay. Was that your tariff rate?  
 2 A. Yeah, that's within the tariff requirement.  
 3 Q. Now, were any of your costs allocated to  
 4 non-regulated business of Southern Missouri Gas?  
 5 A. I'm not sure I understand what you're asking.  
 6 Q. Okay. You have these costs for this  
 7 additional service. I mean, you were taking time to do an  
 8 additional service of securing gas for [REDACTED] and,  
 9 subsequently, other customers?  
 10 A. Okay.  
 11 Q. Okay. I mean, that took your time, correct?  
 12 A. Yes, sir.  
 13 Q. And at the time that you were doing that  
 14 service, you were still a Southern Missouri Gas employee,  
 15 correct?  
 16 A. Yes, sir.  
 17 Q. You didn't -- and you used the phone? You  
 18 might have gone -- driven somewhere and visited with folks  
 19 about that?  
 20 A. I don't think that was the case probably, but  
 21 I did use the phone.  
 22 Q. And you may have had to use office equipment  
 23 or there was a copier, an adding machine or something like  
 24 that?  
 25 A. Possibly, yes.

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 26

1 made the four original operations hands that were there  
 2 marketers, and it was kind of a -- we weren't very  
 3 successful at it. So we didn't continue in that capacity.  
 4 Q. And after that ended, was anyone providing  
 5 marketing services in your company?  
 6 A. Yeah, residential marketers.  
 7 Q. Okay. But only there weren't --  
 8 A. Residential and small commercial. And then  
 9 the at that time general manager of the company, whose name  
 10 was Barry Whalen, took care of marketing the industrials and  
 11 the transport customers.  
 12 Q. Okay. I don't believe I have any further  
 13 questions about Exhibit No. 1 there. If you could hand that  
 14 to the court reporter, she can --  
 15 MR. FISCHER: I would just note for the  
 16 record, that's one of the exhibits that's marked  
 17 confidential in the testimony.  
 18 MR. FRANSON: Yes.  
 19 BY MR. FRANSON:  
 20 Q. I'm now going to have Exhibit 2. Let me hand  
 21 that to your attorney first and let him hand that to you.  
 22 (EXHIBIT NO. 2 WAS MARKED FOR IDENTIFICATION  
 23 BY THE REPORTER.)  
 24 BY MR. FRANSON:  
 25 Q. Now, Mr. Walker, if you could take a look at

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 28

1 that. Go ahead and look at that.  
 2 A. (Witness complied.)  
 3 Q. Have you had a chance to look at Exhibit  
 4 No. 2, Mr. Walker?  
 5 A. I have.  
 6 Q. What is that?  
 7 A. That's a memo that I prepared and put in the  
 8 file describing a transaction that took place with [REDACTED]  
 9 where we purchased some gas from them.  
 10 Q. Okay. May I have Exhibit No. 2 for just a  
 11 moment.  
 12 Okay. There's a date on this; is that  
 13 correct?  
 14 A. Yes, sir.  
 15 Q. What is that date?  
 16 A. Date's the 30th of April, 2001.  
 17 Q. And did you prepare this memo?  
 18 A. I did.  
 19 Q. And when did you prepare it?  
 20 A. On the 30th of April, 2001.  
 21 Q. Okay. When you prepared this, who was your  
 22 supervisor?  
 23 A. Tom Taylor.  
 24 Q. And why did you prepare this memo?  
 25 A. Just as a reference to have on file as to why

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 29

1 for simplicity, we'll call them [REDACTED] -- you offered  
 2 this same service, correct?  
 3 A. Well, this is the ini-- this is the company  
 4 that was covered in this memo right here.  
 5 Q. The question is, this was the first time you'd  
 6 offered this service; is that correct?  
 7 A. Yes, it was.  
 8 Q. Did you come up with a name for it or call it  
 9 anything?  
 10 A. No, sir.  
 11 Q. Have you ever heard the term "transportation  
 12 internal"?  
 13 A. Yes, sir.  
 14 Q. Do you know where that came from?  
 15 A. No, sir.  
 16 Q. It's not something you started using?  
 17 A. No, sir.  
 18 Q. Not something that Mr. Taylor started using?  
 19 A. I really don't know where the term originated  
 20 or where it came from.  
 21 Q. Okay. I'm going to hand you another exhibit.  
 22 (EXHIBIT NO. 3 WAS MARKED FOR IDENTIFICATION  
 23 BY THE REPORTER.)  
 24 BY MR. FRANSON:  
 25 Q. Okay. And I will tell you, these are all from

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 31

1 we did the transaction, why we bought the gas and why we  
 2 selected who we selected to buy it from and why we paid the  
 3 price we paid.  
 4 Q. Okay. And those are the same reasons you  
 5 prepared Exhibit No. 1?  
 6 A. Essentially, yeah.  
 7 Q. Okay. And I'm sorry, I believe you told me,  
 8 but Exhibit 2 there related to events on what customer, did  
 9 you say?  
 10 A. [REDACTED] and it's -- part of the  
 11 gas that was bought in this transaction was slated to go to  
 12 Royal Oak and part of it to SMGC.  
 13 Q. Okay. Now, SMGC and [REDACTED]  
 14 were those all offered the same type of service that  
 15 initially --  
 16 A. Let me say this: [REDACTED] are  
 17 the same company.  
 18 Q. Okay.  
 19 A. They went through a name change immediately  
 20 while this was taking place, and --  
 21 Q. Okay. Thank you.  
 22 A. -- so some of the references will be -- it's  
 23 just because my -- out of habit I was referring to them as  
 24 [REDACTED] They actually were at this time [REDACTED].  
 25 Q. Okay. But to [REDACTED] -- maybe

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 30

1 Schedule 3 from Scott Klemm's rebuttal testimony.  
 2 Mr. -- I'm sorry. Could you go ahead and look  
 3 at that, Mr. Walker?  
 4 A. (Witness complied.)  
 5 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)  
 6 BY MR. FRANSON:  
 7 Q. Mr. Walker, what is that?  
 8 A. That's a note that I made for myself similar  
 9 to the note in Exhibit 1 describing a similar transaction  
 10 that took place with [REDACTED]  
 11 Q. Now, this is marked as Exhibit No. 3?  
 12 A. Yes, sir.  
 13 Q. And this was prepared by you?  
 14 A. Yes, sir.  
 15 Q. And this is a fair and accurate copy of a  
 16 document prepared by you?  
 17 A. Yes, sir.  
 18 Q. Is it a complete copy?  
 19 A. It is.  
 20 Q. Okay. Now, you were mentioning that this  
 21 happened to do with [REDACTED]. Tell us about [REDACTED]. What is [REDACTED]  
 22 A. They're a -- primarily a defense contractor.  
 23 They build heavy equipment for the military and have a  
 24 factory in West Plains.  
 25 Q. And you documented ultimately that you offered

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 32

1 the same service to them?

2 A. Yes, sir.

3 Q. And is there a date on Exhibit No. 3?

4 A. There is.

5 Q. And what is that?

6 A. 10 August 2001.

7 Q. And is that the date you, in fact, prepared  
8 this document?

9 A. It is.

10 Q. And I believe that document describes events  
11 that were close in time to August, but can you tell us a  
12 time frame of that?

13 A. Looks like the first date referenced on here  
14 is on the 30th of July 2001. I was contacted by a  
15 representative from [REDACTED].

16 Q. Okay. Now -- and then you described the  
17 events?

18 A. Yeah, I went on to describe, you know, he was  
19 complaining that his rates, again, were extremely high and  
20 that his supervisor had instructed him to research some  
21 alternatives, find out something else they could do.

22 Q. And do you know whether [REDACTED] could have easily  
23 converted to propane?

24 A. Well, we converted them from propane to  
25 natural gas. It probably wouldn't have been as easy as [REDACTED]

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33

1 2 and 3 and give them to the court reporter, we'll move on.

2 Just generally, I think we talked a little bit

3 about this, but since -- at least since Mr. Klemm became  
4 your supervisor, have you tried to prepare memos like this  
5 when you deal with customers?

6 A. Yes, sir.

7 Q. And for what reasons do you do this?

8 A. Well, in case at some point later you need to  
9 come back and remember, because your memory's not going to  
10 be sharp enough to remember the details how a transaction  
11 took place or why it took place or what the details of it  
12 were.

13 Q. But prior to these memos, you didn't do this?

14 A. No.

15 Q. Hardly at all?

16 A. Not as well as I should have, no, sir.

17 Q. But did you do it on occasion prior to these?

18 A. Probably not pertaining to dealings with large  
19 volume customers. I was a field contact with large volume  
20 customers up until the point when our general manager left  
21 the company, at which point I became their only contact.

22 Q. General manager was Tom Taylor?

23 A. Barry Whalen.

24 Q. Barry Whalen. Do you know when he left the  
25 company?

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35

1 [REDACTED] conversion, but it was certainly within the realm of  
2 the possible. So they could have converted relatively  
3 easily a good portion of their production stuff, not their  
4 heating loads, but it would have been the lion's share of  
5 their gas.

6 Q. I need to go back and ask you a question about  
7 Exhibit No. 1. You mentioned that when you were dealing  
8 with [REDACTED], that one of the gentlemen came to you and  
9 gave you a price of 71 cents for propane?

10 A. Well, yes, sir.

11 Q. Do you know what unit he's talking about for  
12 71 cents?

13 A. Per gallon.

14 Q. Per gallon. Okay. Thank you. Hold on just a  
15 moment.

16 Mr. Walker, do you know how a gallon of  
17 propane compares to the price of natural gas per MCF?

18 A. Yes, sir.

19 Q. How does it compare?

20 A. A gallon of propane, I use as an industry  
21 standard that I picked up out of a book, contains 91,500  
22 Btus. An MMBtu would contain a million Btus. So you can do  
23 the arithmetic and divide the propane into the -- it's going  
24 to come up approximately 11 gallons per MMBtu.

25 Q. Okay. Actually, if you could take Exhibits 1,

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34

1 A. I'm not sure of the date, no, sir.

2 Q. Was it sometime in 2001?

3 A. Yes. Sometime immediately before this. I'm  
4 not sure if it was 2001. It may have been late 2000, but it  
5 was immediately before this. And I didn't do any of the  
6 contractual stuff with them. I didn't sign any contracts or  
7 do anything before he left. When he left, the -- it kind  
8 of fell into my lap. And not ever having done that before,  
9 I wasn't experienced at it, and Scott suggested to me about  
10 August that I should probably start keeping notes of  
11 everything, every transaction that took place.

12 Q. So that was all transactions, not specifically  
13 these?

14 A. Not specifically these, all transactions.

15 Q. You didn't just go back and document these  
16 because it was an unusual situation where you offered a  
17 different arrangement?

18 A. Well, it was a -- it was out of the ordinary  
19 and there were a lot more details there to remember in the  
20 case of the [REDACTED]

21 Most of the transactions I do with my  
22 customers, my large volume customers won't involve anything  
23 that -- that big of a transaction. In other words, they may  
24 call me and say, you know, you need to -- you need to adjust  
25 the pressure at this facility or you need to talk to us

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36

1 about this or that, but there very rarely is anything like  
2 this taking place, and that was the reason I wrote a summary  
3 of it.

4 Q. Now, I'm going to ask you -- and we will go  
5 through the contracts, but I'm going to ask you --

6 MR. FRANSON: Can we mark that as No. 4?  
7 (EXHIBIT NO. 4 WAS MARKED FOR IDENTIFICATION  
8 BY THE REPORTER.)

9 MR. FRANSON: Jim, can you take a look at  
10 that?

11 MR. FISCHER: Just for my background, is this  
12 anywhere in the record yet as far as the testimony goes?

13 MR. FRANSON: No, it's not. Now, it's a  
14 document --

15 MR. KLEMM: It looks fairly accurate.

16 MR. FRANSON: Okay.

17 BY MR. FRANSON:

18 Q. Mr. Walker, what you're looking at is a  
19 document prepared by Annell Bailey of the Commission Staff.  
20 Could you take a look at that, and then when you've done  
21 that, please tell me.

22 A. (Witness complied.)

23 Q. Have you had an opportunity to review that?

24 A. I have.

25 Q. Does some of the information on there look

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37

1 Q. Do you know -- but you understand the term?

2 A. Yeah, I understand who they're referring to.

3 Q. Okay. And it refers to this, this type of  
4 thing that we talked about in Exhibits 1, 2 and 3. And who  
5 is that accountant in the office that has used this term  
6 "transportation service internal"?

7 A. I've heard Paul Hill and Scott use it in  
8 discussions. I don't know, again, where it originated or --  
9 it -- it came later after the fact, after these deals were  
10 done, and we were serving these customers as transportation  
11 customers. I don't know if they -- again, I don't have any  
12 idea where the term originated.

13 Q. Okay. But you understand the term?

14 A. I do.

15 Q. Okay. And looking at Exhibit 4, you don't see  
16 anything that you would say now that is inaccurate?

17 A. No.

18 Q. And would it appear to you that Exhibit 4  
19 encompasses all of the customers that have been offered this  
20 transportation service internal?

21 A. It does.

22 MR. FRANSON: Okay. I don't have any further  
23 questions on that. If you'd go ahead and put that over  
24 there. Now, what I've got here --

25 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)

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39

1 familiar, names of customers?

2 A. It does.

3 Q. And what I'm asking about is, this type of  
4 service that you've described in Exhibits 1, 2 and 3, the  
5 companies on -- and this is Exhibit 4 -- are -- looking at  
6 Exhibit 4, was this same service offered to all of the  
7 customers that appear on Exhibit 4?

8 A. Yes, sir.

9 Q. And there's also terms of the contract, but  
10 also times that they run. Have you had a chance to review  
11 this and can you say whether those -- whether the  
12 information on there appears to you to be accurate?

13 A. Yeah, on the face of it, I don't see anything  
14 that didn't look accurate.

15 Q. Okay. Next question. Right now, are you --  
16 do you currently have contracts that are still in effect  
17 offering this same service? On that document we -- it's  
18 called transportation service internal. Do you have a term  
19 you use for this service that you offer?

20 A. No, I don't personally. I've heard this  
21 transportation internal used in the office there by the  
22 accountant that's in there that tracks the gas, and I relate  
23 numbers to him and he tries to track the gas and balance it,  
24 but that's -- again, that term didn't originate with me, and  
25 I never referred to them as that.

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38

1 BY MR. FRANSON:

2 Q. Before we go back, Mr. Walker, before we go on  
3 to Exhibit 5, what is the difference in service between  
4 transportation customers and transportation service  
5 internal? What is the actual difference in their service?

6 A. Well, we provide transportation service to  
7 both customers.

8 Q. Okay.

9 A. On the customers you're referring to as  
10 transportation internal, we also go out and find their gas  
11 for them on the market, supply it to them at the  
12 interconnect, at which point they become a transportation  
13 customer, just like the others.

14 Q. Okay. Could you hand Exhibit 5 to Mr. Fischer  
15 for just a moment? And for part of this you may need to  
16 defer to Exhibit 4. Actually, we'd better wait until  
17 Mr. Fischer has finished looking at Exhibit 5.

18 A question. You just described the services  
19 and difference between transportation and transportation  
20 internal. What is the difference between transportation  
21 services that you provide for just regular transportation  
22 customers versus large volume, the services you provide to  
23 large volume customers?

24 A. Well, the service itself that I provide  
25 there's very little difference in the two. Technically, the

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40

1 large volume customers are rate paying. They pay the --  
2 they pay a rate that includes the PGA and ACA, if we have  
3 any, and they take gas that we buy for our customer base.

4 Transportation customer provides gas to us at  
5 the interconnect with Williams and we transport it for them  
6 to their take point, wherever that may be.

7 Q. Okay. What is the difference between  
8 transportation internal customers and large volume customers  
9 in services provided?

10 A. Again, I would characterize the transportation  
11 internal customers, as you called them, the -- I would  
12 characterize them as the service that they receive with  
13 their gas is essentially the same as any transport customer,  
14 but we additionally help them go out and find their gas  
15 supply or we actually go out and find it for them, because  
16 they, in all three cases, communicated to us that they  
17 weren't comfortable doing that.

18 Q. If you can help me understand the difference  
19 between large volume and transportation internal. You're  
20 buying the gas for both, correct?

21 A. Yes.

22 Q. Is there any other differences between them?

23 A. Well, yeah. A transportation customer in  
24 our -- in the way we operate our company, a transportation  
25 customer's gas would be prioritized, the delivery of their

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41

1 A. No, sir.

2 Q. Okay. Now, the transportation internal where  
3 you're out procuring gas, what kind -- is that interruptible  
4 or non-interruptible?

5 A. Well, in the agreement we made with them it's  
6 non-interruptible. We don't have any interruptible  
7 customers.

8 Q. So is it, in essence, a firm?

9 A. Yeah.

10 MR. FRANSON: Can we take about a five-minute  
11 break, Jim?

12 MR. FISCHER: Sure.

13 (A BREAK WAS TAKEN.)

14 BY MR. FRANSON:

15 Q. Are you ready, Mr. Walker?

16 A. Yes, sir.

17 Q. If the PGA rate is greater than the rate  
18 charged to transportation internal, do you know who picks up  
19 the difference in that cost?

20 A. No, sir.

21 Q. Do you know who would know such a question,  
22 who would know the answer to that?

23 A. Probably Scott Klemm.

24 Q. Can you think of --

25 A. If I understand exactly, you know. I'm not

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43

1 gas would be prioritized lower than a large volume customer,  
2 and in an emergency situation they would be -- their gas  
3 supply would be interrupted first. But other than that, our  
4 transportation customers are treated essentially the same as  
5 our large volume customers.

6 Q. Okay. The transportation internal where you  
7 buy the gas, the description you just gave, is that also  
8 true?

9 A. Well, yeah, they would be prioritized lower.

10 Also, they have inter-- or they have entered into an  
11 agreement with us to transport gas for a fixed period of  
12 time, and they've entered into a gas supply agreement with  
13 us for a fixed period of time. And they don't -- their  
14 rates are not going to reflect any changes in the PGA or  
15 anything like that.

16 Q. Now, that's the transport, but on the  
17 transportation internal where you procure the gas, other  
18 than the PGA rate, which is paid by the large volume and not  
19 paid by -- well, first of all, is it true that large volume  
20 customers where you purchase the gas and then sell it to  
21 them, they pay the full PGA rate?

22 A. They do.

23 Q. However, transportation internal, even though  
24 you procure the gas and then you transport it, they do not  
25 pay the PGA rate?

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42

1 sure I understand exactly what you mean when you say picks  
2 up the additional cost.

3 Q. Let's go back a moment. You understand that  
4 transportation internal is not paying the full PGA rate?

5 A. Right.

6 Q. Okay. But a large volume service customer  
7 does?

8 A. Right.

9 Q. Okay. What is the real difference between a  
10 large volume service customer and a transportation internal?  
11 That's -- besides the PGA rate, is there any other  
12 difference?

13 A. Most of our large volume customers or some of  
14 them, at least, don't qualify as a transportation customer  
15 because of their -- they don't meet the requirements laid  
16 out in the tariff to become a transportation customer.

17 Q. But all of the ones that you offered this  
18 transportation service internal thing to do qualify as  
19 transportation?

20 A. They do.

21 Q. Okay. Besides that, is there any other  
22 difference between a large -- these particular large volume  
23 customers, other than the fact they do qualify for  
24 transportation tariffs on their volumes, is there anything  
25 else, any other differences in the services that you

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44

1 actually provide?

2 A. Technically.

3 Q. I'm sorry. I didn't hear your answer.

4 A. The services I provide them, no, sir.

5 Q. They are the same to large volume and to  
6 transportation internal?

7 A. Yeah. The way I handle their balance and  
8 their gas and billing them, and there's some differences  
9 like that in the way we handle them, but in terms of the way  
10 they receive their gas, no, sir, there's no difference.

11 Q. Okay. Do you have any large volume customers  
12 that would qualify as transportation internal that have  
13 elected not to take this service?

14 A. I'd have to -- I know of one that definitely  
15 would qualify as a transport customer because of their size.  
16 There may be more, but I'd have to go look at their profiles  
17 and compare them to what the tariff requires.

18 In the one that I'm talking about, the --  
19 they're satisfied with their service as large volume and  
20 they've never requested anything different. Never wanted to  
21 become a transport customer.

22 Q. This customer, do you have mind, have you ever  
23 discussed this transportation service internal availability  
24 with them?

25 A. I have -- no, sir, I don't believe I have.

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45

1 Q. Thank you.

2 In other words, these contracts expire -- I'm  
3 sorry. The last date was July something of 2003?

4 A. 30 June 2003.

5 Q. Okay. So sometime in July of 2003, these  
6 contracts are done, the current contracts are done?

7 A. Right.

8 Q. Have you discussed with any of these customers  
9 or with Mr. Klemm the idea of continuing this transportation  
10 service internal?

11 A. Yeah, I have with the customers.

12 Q. And are you planning to offer them new  
13 contracts?

14 A. If we can compete with the local propane  
15 industry as large volume customers, they're going to go  
16 back -- this won't be offered. Well, the transportation  
17 service will be offered as per tariff, but we won't offer to  
18 supply them gas any longer. They can either go out and find  
19 their own supply of gas or they can come back on as a large  
20 volume customer.

21 Q. Okay. So you can't say for sure right now  
22 whether you'll -- you plan to continue to offer this  
23 transportation service internal beyond these contracts or  
24 not?

25 A. I indicated to the customers when we entered

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47

1 Q. So you wouldn't know personally whether this  
2 customer knows about transportation service internal?

3 A. No, sir.

4 Q. If you could take a look at Exhibit 4, I think  
5 there's some expiration dates and maybe that will help you  
6 remember, and maybe you know. When do the contracts that  
7 are in force now actually expire?

8 A. All right. The supply contract with [REDACTED]  
9 [REDACTED] will expire on 7 July 2003. The transportation  
10 contract with [REDACTED] -- I think there's a typo on  
11 this sheet.

12 Q. Okay.

13 A. It should expire on 30 June of 2003.

14 MS. BAILEY: I think there was something wrong  
15 with the contract.

16 THE WITNESS: There may have been.

17 BY MR. FRANSON:

18 Q. Okay. Let me ask you, you think that one  
19 would expire on 2003?

20 A. Yes, sir.

21 Q. Could you to the right -- I'm handing you a  
22 blue pen, and the idea is it's not the same color as what's  
23 on there. Could you put a little 3 to the right-hand side  
24 and then initial that, please?

25 A. (Witness complied.)

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46

1 these agreements that -- exactly what I said, that if we  
2 could compete with the propane prices, that we wouldn't be  
3 offering this service to them anymore.

4 Q. You aren't going to know until you're a little  
5 bit closer to that time?

6 A. Exactly.

7 Q. So is it fair to say you haven't made a final  
8 decision on whether you'll continue to offer this service or  
9 not?

10 A. Yes, sir.

11 Q. Okay. You talked about [REDACTED] MCF that is  
12 charged for, I believe it was -- was that your margin?

13 A. Yes, sir.

14 Q. Okay. Do you know where that is booked for  
15 accounting purposes?

16 A. No, sir.

17 Q. Do you know who would know that?

18 A. Paul Hill, the controller, or Scott Klemm.

19 MR. FISCHER: I'm sorry. I missed that  
20 question. What was the question again?

21 MR. FRANSON: I asked him -- well, actually  
22 maybe --

23 (THE REQUESTED TESTIMONY WAS READ BY THE  
24 REPORTER.)

25 MR. FRANSON: And then the follow-up question

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48

1 was who would know.  
2 (EXHIBIT NO. 5 WAS MARKED FOR IDENTIFICATION  
3 BY THE REPORTER.)  
4 BY MR. FRANSON:  
5 Q. Mr. Walker, could you look at Exhibit No. 5  
6 there, please. Could you look through that and determine  
7 what that is?  
8 A. (Witness complied.)  
9 Q. Okay. Mr. Walker, have you had an opportunity  
10 to review Exhibit No. 5?  
11 A. I have.  
12 MR. FRANSON: Okay. I believe, Mr. Fischer,  
13 you've already seen that.  
14 MR. FISCHER: Yes.  
15 BY MR. FRANSON:  
16 Q. Okay. What is Exhibit No. 5?  
17 A. It's a group of contracts, both for  
18 transportation service and for gas supply, to [REDACTED]  
19 [REDACTED]  
20 Q. Is that also known as [REDACTED]  
21 A. It is.  
22 Q. Okay. And who else?  
23 A. [REDACTED]  
24 Q. Is that also known as [REDACTED]?  
25 A. It is.

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49

1 Q. And those are either letters to you or from  
2 you to the customer?  
3 A. These are from me to the customer.  
4 Q. Okay. Are they also fair and accurate copies?  
5 A. They are.  
6 Q. Okay. Written by you?  
7 A. Yes, sir.  
8 Q. Okay. Is it fair to say that these are  
9 complete copies of contracts and they are the only ones  
10 offered under transportation service internal?  
11 A. Yes, sir.  
12 Q. Okay. I don't believe I have any further  
13 questions on that.  
14 What I -- do you have a copy of Scott Klemm's  
15 direct testimony?  
16 A. No, sir.  
17 Q. Okay. I was hoping Mr. Fischer would have.  
18 MR. FISCHER: I think I have one.  
19 MR. FRANSON: Okay. Because I'm going to ask  
20 you to refer to that, because I do want you to have that.  
21 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)  
22 BY MR. FRANSON:  
23 Q. Mr. Walker, there's a document in front of  
24 you. Do you know what that is?  
25 A. It's the testimony of Scott Klemm before the

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51

1 Q. Is there another one?  
2 A. [REDACTED]  
3 Q. Okay. Are those the only companies or  
4 customers of Southern Missouri Gas that have been offered  
5 this transportation service internal?  
6 A. These are the only companies for which we  
7 entered into supply agreements.  
8 Q. And this supply agreement offers the services  
9 you've described before where you both purchase and  
10 transport gas for these customers?  
11 A. It is.  
12 Q. And that's what you understand to be  
13 transportation service internal?  
14 A. It is.  
15 Q. And you've had an opportunity to review those?  
16 A. Yes, sir.  
17 Q. Are they fair and accurate copies of the  
18 contracts with [REDACTED]?  
19 A. They are.  
20 Q. And along that, are there also some letters  
21 either to you or from you to each of those customers? I  
22 think they're at the beginning.  
23 A. The letters -- actually, if I understand what  
24 you're asking, the letters represent the gas supply  
25 agreement.

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50

1 Missouri Public Service Commission.  
2 Q. Have you ever seen this document before?  
3 A. No, sir.  
4 Q. Okay. What I'd like for you to do is take  
5 your time and review this, but there's some -- there's a  
6 specific part over in -- specifically over on page 4. And  
7 you'll notice on the left-hand side there's numbers. Those  
8 refer to line numbers. If you could start on -- you're free  
9 to read all of it, but what my questions will be about start  
10 on page 4, line 9, carrying over into page 5, line 7. If  
11 you could review that part specifically, but certainly all  
12 of the document if you would like to.  
13 A. (Witness complied.) How far do I need to go  
14 here?  
15 Q. Page 5, line 7.  
16 A. Okay.  
17 Q. Have you had a chance, Mr. Walker, to review  
18 Exhibit No. 6?  
19 A. I have.  
20 Q. Okay. Specifically page 4, starting at  
21 line 9, going on to page 5, line 7?  
22 A. Yes, sir.  
23 Q. Okay. I believe you said you'd never seen  
24 that before?  
25 A. I haven't.

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52

1 Q. But do you disagree with any of Mr. Klemm's  
2 testimony that he's presented there?

3 A. I don't.

4 Q. However, isn't it true that Mr. Klemm was not  
5 with Southern Missouri Gas at the time of these events,  
6 specifically that are described specifically February or so  
7 of 2001 were occurring?

8 A. To say he wasn't with us, he was representing  
9 one of the owners, but in his role as manager of the  
10 company, no, he wasn't.

11 Q. Okay. Fair enough. Is it -- but it's true  
12 that the initial decisions regarding offering this  
13 transportation service internal were made by you and  
14 Mr. Taylor?

15 A. Yes, sir.

16 Q. Did you ever consult with Mr. Klemm when you  
17 were initially making these decisions to offer this service?

18 A. I didn't.

19 Q. And you wouldn't know whether Mr. Taylor did  
20 or not?

21 A. Exactly.

22 MR. FRANSON: Okay. Actually, if you could  
23 set that aside, what we'll do is, as soon as we get that  
24 other copy, I'll ask you to compare the documents, make sure  
25 it's the exact same, and then we'll use that as Exhibit 6.

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53

1 (EXHIBIT NO. 6 WAS MARKED FOR IDENTIFICATION  
2 BY THE REPORTER.)

3 BY MR. FRANSON:

4 Q. Mr. Walker, let's go back just a moment. What  
5 has just been put this front of you as Exhibit 6, could you  
6 take a look at that.

7 What I'm asking is, is that the same -- exact  
8 same thing that you just reviewed?

9 A. Yes, sir.

10 Q. And we gave the other copy back to  
11 Mr. Fischer?

12 A. Yes, sir.

13 Q. And what is that? I believe it's on the  
14 front.

15 A. It's the testimony of Scott Klemm before the  
16 Missouri Public Service Commission.

17 Q. Okay. You can hand that to the court  
18 reporter.

19 And now you've been looking at Exhibit No. 7.  
20 Could you tell us what that is?

21 A. This is rebuttal testimony of Scott Klemm  
22 before the Missouri Public Service Commission.

23 Q. And had you seen this document before?

24 A. No, sir.

25 Q. Okay. Have you had an opportunity to review

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55

1 Stop just a moment.

2 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)

3 BY MR. FRANSON:

4 Q. Mr. Walker, are you -- as part of your job, do  
5 you have familiarity with the tariffs that Southern Missouri  
6 Gas has on file with the Public Service Commission?

7 A. Yes, sir.

8 Q. And do you refer to those as part of -- in  
9 doing your job?

10 A. Yes, sir.

11 Q. And fair to say you review them and are  
12 somewhat familiar with their terms as it relates to your  
13 job?

14 A. Yes, sir.

15 Q. Okay.

16 (EXHIBIT NO. 7 WAS MARKED FOR IDENTIFICATION  
17 BY THE REPORTER.)

18 BY MR. FRANSON:

19 Q. Look at Exhibit No. 7, please.

20 A. (Witness complied.)

21 Q. Mr. Walker, go ahead and take your time on  
22 that, but what I'll be doing is asking you to turn to page 9  
23 of that ultimately.

24 Actually, Mr. Walker, I need to ask you to  
25 look on to page 10 also, if you could look at that.

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54

1 this document, in particular pages 9 and 10?

2 A. I have.

3 Q. Okay. I need to ask you a couple questions.

4 On page 9 Mr. Klemm has some testimony about the  
5 negotiations and things with [REDACTED] Have you  
6 had a chance to review that?

7 A. I have.

8 Q. Do you have any reason to disagree with any  
9 part of that?

10 A. No, sir.

11 Q. Okay. Then on page 10, there is -- looking  
12 down at specifically lines 12 through 19, have you had an  
13 opportunity to review that part of page 10?

14 A. Yes, sir.

15 Q. In fact, you've reviewed all of page 10?

16 A. Uh-huh.

17 Q. Okay. The last sentence says, SMGC did not  
18 retain any of the revenues from the gas contract, gas supply  
19 contract as a fee for providing this service.

20 Do you understand what that's referring to?

21 A. Yeah, I believe so.

22 Q. Okay. What is that referring to?

23 A. We -- as a part of the gas supply agreement,  
24 we sold the various companies that were involved in  
25 transactions like this gas at the interconnect with Williams

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56

1 at a rate higher than we actually had invested in the gas at  
2 that point, and SMGC didn't retain those as profits but  
3 instead contributed them to the ACA and PGA.

4 Q. But the question is, SMGC had the choice of  
5 contributing that to the ACA or not contributing it to the  
6 ACA; is that correct?

7 A. Yes, sir.

8 Q. Okay. Going back to what you've got in front  
9 of you, I believe Exhibit No. 7, pages 8 and 9 specifically,  
10 when you and -- you offered this service that constitutes  
11 transportation service internal. Why was that same service  
12 not offered to any other customers?

13 A. We offered it to the customers that we were  
14 going to lose if we didn't offer it to them.

15 Q. But this same type of thing was not offered to  
16 any other classes of customers?

17 A. Well, we offered it only to the customers also  
18 who met the requirements to become a transportation customer  
19 by tariff.

20 Q. Okay.

21 A. In this time frame, we had --

22 Q. You mentioned that you offered other customers  
23 the same deal, specifically the ones that you thought you  
24 might lose. Did you do any memos regarding those customers  
25 being offered this same service?

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57

1 A. That's our operating tariff.

2 Q. Okay. Are you familiar with this document?

3 A. Yes, sir.

4 Q. Does it appear to be a fair and accurate copy  
5 of your current operating tariff in force?

6 A. It does.

7 Q. Okay. Now, I will ask you, down in the  
8 right-hand corner of each page, there is something that says  
9 Schedule 1-1, and I believe it runs all the way up to 1-87?

10 A. Yes, sir.

11 Q. Other than that, are there any material  
12 differences between this document and the tariffs that you  
13 are familiar with that are currently in effect with Southern  
14 Missouri Gas on file with the Public Service Commission?

15 A. Not that I recognize, no, sir.

16 Q. Okay. I'd like for you to turn to the part of  
17 this regarding transportation service, which if you would  
18 look and verify, I believe starts on the number page  
19 Schedule 1-20, but up in the right-hand corner it's Sheet  
20 No. 6.

21 Actually, may I borrow the Exhibit? Okay. Is  
22 this -- you're looking at Sheet No. 6. Is that the  
23 beginning of the tariffs regarding transportation service?

24 A. It is.

25 Q. Okay. There is -- in here it talks about the

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59

1 A. No, sir. The customers that I offered it to  
2 were all in the memos we've been discussing. There weren't  
3 any other customers that were offered this besides the three  
4 customers that we've mentioned.

5 MR. FRANSON: Okay. I need to stop just a  
6 minute.

7 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)  
8 (EXHIBIT NO. 8 WAS MARKED FOR IDENTIFICATION  
9 BY THE REPORTER.)

10 MR. FRANSON: Mr. Fischer, could you take a  
11 look at Exhibit 8?

12 MR. FISCHER: I'm sure it's fine.

13 MR. FRANSON: And what it is, it's straight  
14 out of one of the schedules attached to Mr. Russo's  
15 testimony. It specifically -- it's actually in the NP and  
16 HC version, and it is, in fact, on there it's -- I believe  
17 it's labeled -- it's Schedule 1-1, but -- and it goes from  
18 there all the way through Schedule 1-87.

19 BY MR. FRANSON:

20 Q. And, Mr. Walker, could you look at Exhibit  
21 No. 8 just to get a general familiarity with it?

22 A. Yes, sir.

23 Q. Have you had an opportunity to review that?

24 A. I have.

25 Q. What is that?

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58

1 company. What do you understand the company to -- the term  
2 "company" to mean when you look at your tariff?

3 What I'm asking is, is that Southern Missouri  
4 Gas?

5 A. It is.

6 Q. And, in fact, if you could turn over to --  
7 what I'm asking you to turn over to is sheet -- in the top  
8 right-hand corner there are numbers. Could you turn to 31?

9 A. Yes, sir.

10 Q. And under definitions, do you see where it  
11 says the definition of the term "company"?

12 A. I do.

13 Q. Could you read that, please?

14 A. The word company as used herein means the  
15 Southern Missouri Gas Company, LP acting through its duly  
16 authorized officers, employees or other agents within the  
17 scope of their regular duties.

18 Q. Okay. Now, looking at your transportation  
19 tariff, is the term "transporter" in there?

20 A. Yes, sir.

21 Q. Okay. When -- do you understand from this  
22 tariff that the term "transporter" has a specific meaning to  
23 you as part of your working in your job and working with  
24 these tariffs?

25 A. Yes, sir.

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60

1 Q. What does it -- in your work and part of your  
2 duties, what does it mean to you?

3 A. It means it's a customer for which we  
4 transport gas.

5 Q. Separate and distinct from the company?

6 A. Yes, sir.

7 Q. And so if the term "transporter" appears in  
8 here to you, that would not mean the company, that would  
9 mean the customer?

10 A. Yes, sir.

11 MR. FRANSON: Okay. Can we have about a  
12 five-minute break?

13 (A BREAK WAS TAKEN.)

14 BY MR. FRANSON:

15 Q. Okay. Do you have Exhibit No. 8 in front of  
16 you?

17 A. Yes, sir.

18 Q. Okay. The tariffs that you're looking at in  
19 Exhibit No. 8, were these in effect in 2001 when you started  
20 this service, transportation service internal?

21 A. The tariff as a whole was. I think it's been  
22 revised --

23 Q. Okay. Are the dates --

24 A. -- at some point.

25 Q. The dates are actually at the bottom of each

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61

1 threshold, and so we were unable to offer this to them at  
2 that time, and we lost them subsequent to that.

3 Q. So did that lead you to make any tariff  
4 changes?

5 A. That initially didn't. They contacted us at a  
6 later date and said they were interested in coming back on  
7 gas and what could -- what were our rates. Our PGA was  
8 still high enough that we couldn't compete with propane at  
9 that time.

10 So we introduced them at that time to some  
11 third-party marketers and offered them some -- assuming we  
12 could get our tariff changed, we told them we'd get them on  
13 as a transport customer.

14 Q. Now, when you say transport, are you talking  
15 about transportation service internal or the regular  
16 transport customer?

17 A. I was talking about just putting them on as a  
18 transportation customer and them supply their own gas, us  
19 not supply it at that time.

20 Q. Did that happen with [REDACTED]?

21 A. Well, they were unable to ever reach an  
22 agreement with a third-party marketer. They contacted us  
23 subsequent to that and said, you know, we'd like to get back  
24 on gas. I said, well, you know, did you talk to the  
25 marketers? They said, yes, sir, we talked to them and we

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63

1 page; is that correct?

2 A. Yes, sir.

3 Q. But have there been any real substantive  
4 changes to the tariffs that would affect those  
5 transportation service internal?

6 A. Yes, sir.

7 Q. There have been?

8 A. Yes, sir.

9 Q. What are those?

10 A. At the time when -- in this relative time  
11 frame when this original two agreements took place --

12 Q. We're talking about early 2001, March/April  
13 2001?

14 A. Yeah; March, April, May, during that period.

15 Q. Okay.

16 A. A third customer contacted us with the same  
17 complaints that those two did, that their gas rates were  
18 just too high and that they were able to procure propane  
19 considerably cheaper and we needed to do something.

20 Q. And who was the third customer?

21 A. That was [REDACTED].

22 Q. Okay.

23 A. And at the time our transportation service had  
24 a higher threshold of gas consumption to qualify as a  
25 transport customer. [REDACTED] at that time didn't meet that

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62

1 don't think we feel comfortable dealing with them right now.

2 Is there any way you could do anything?

3 At that point, you know, after having  
4 discussed it with my supervisor, I offered them a gas supply  
5 agreement.

6 Q. Now, when you discussed it with your  
7 supervisor, who was that at that time?

8 A. Scott Klemm.

9 Q. Okay. Looking at these tariffs, on  
10 transportation, what does it take for someone to qualify as  
11 a transportation customer?

12 A. Average monthly natural gas requirements in a  
13 12-month period in excess of 2,000 MMBtus at a single  
14 address or location.

15 Q. Okay. And if someone -- if some entity  
16 qualifies, how do they go about becoming a transportation  
17 customer?

18 A. They just contact the company and probably  
19 myself in person and -- and communicate their wishes to  
20 become a transportation customer, at which time we start  
21 trying to determine if we had gas available to them where  
22 they were at and in the volumes that they needed and --

23 Q. Okay. Let's assume all those conditions are  
24 met. What does the customer do next, the transportation  
25 customer?

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64

1 A. Well, we'd enter into a transportation  
2 agreement with a contract, and the contract would lay out  
3 where they'd need to deliver their gas to us, at what point,  
4 and they'd be given a copy of the tariff to understand the  
5 rules of the rate class, and we'd begin transporting gas for  
6 them.  
7 Q. Okay. Now, once you begin transporting gas,  
8 this customer, under these transportation tariffs, would go  
9 out to a third-party marketer and obtain their gas?  
10 A. Presumably, yeah.  
11 Q. Okay. And then what would happen to that gas?  
12 Would it be delivered? How would you get it?  
13 A. It would be delivered via the -- what formerly  
14 was the Williams Central Pipeline, now Southern Star. It  
15 would be delivered to our interconnect with them in  
16 Rogersville, Missouri.  
17 Q. And then -- but that would be arranged or  
18 they -- where the customer purchased gas and then delivers  
19 it to the interchange, then at that point you would  
20 transport it?  
21 A. I'd take possession of it, maintain possession  
22 until it arrived at their take point.  
23 Q. Okay. So you actually had title to the gas?  
24 A. Technically, I don't know if you'd say I had  
25 title, but I mean, that would -- I'm not comfortable saying

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65

1 there is a charge for transportation.  
2 Q. No. For the commodity, I mean the actual gas.  
3 Under these tariffs, the customer will be providing the gas;  
4 is that correct?  
5 A. Yes, it is.  
6 Q. And you're providing transportation services?  
7 A. Yes, sir.  
8 Q. So there's no gas charge; is that correct?  
9 A. Exactly.  
10 Q. Okay. But is it fair to say under the  
11 transportation service internal there is a gas charge to the  
12 customer?  
13 A. Yeah. There's an agreement entered into  
14 between the company and the customer for the sale of gas.  
15 Q. Okay. Now, are there -- what charges do you  
16 have for transporting the gas?  
17 A. We have a -- there's a minimum and maximum  
18 rate which we can charge to transport the gas from the  
19 interconnect with Williams to the companies.  
20 Q. On Sheet No. 6 of the tariff -- are you  
21 looking at that?  
22 A. Yes, sir.  
23 Q. The maximum/minimum, does that apply to  
24 MMBtus?  
25 A. Yes, sir.

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67

1 I've got title without reading the tariff or the contracts.  
2 I'm not sure exactly what the terms are. I've got control  
3 of the gas and I've got physical possession of the gas.  
4 Q. Okay. So is there at any point anywhere in  
5 here that -- in the transportation tariffs that you know of  
6 that contemplates Southern Missouri Gas providing the gas to  
7 transportation customers?  
8 A. No, sir.  
9 Q. Under these supply contracts with  
10 transportation service internal, what -- do you know who had  
11 title to the gas when it was obtained by Southern Missouri  
12 Gas and transported by Southern Missouri Gas?  
13 A. No, sir.  
14 Q. Now, let's go back a little bit and talk  
15 about -- the company contacts you, they have to have the  
16 2,000 MMBtus at a single address or location, and we've gone  
17 through generally how they become a transportation customer.  
18 What costs are there to them -- are there to the customer to  
19 be a transportation customer?  
20 A. There would be a monthly customer charge.  
21 Q. And how much is that?  
22 A. \$300 a month.  
23 Q. And is there an actual commodity charge for  
24 the gas under your tariffs?  
25 A. If you mean by commodity margin, yes, sir,

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66

1 Q. And those are reflected on Sheet No. 6?  
2 A. Yes, sir.  
3 Q. Now, is it fair to say all of the terms of how  
4 the gas is transported, where it's received and all of the  
5 things that -- terms and conditions are set out on these  
6 tariffs also?  
7 A. Yes, sir.  
8 MR. FRANSON: At this point, I don't believe I  
9 have any other questions right now.  
10 CROSS-EXAMINATION BY MR. MICHEEL:  
11 Q. I just have a few questions, Mr. Walker. And  
12 I'm trying to understand how this transportation internal  
13 works, and it's my understanding -- well, let me ask you  
14 this: For a normal transportation customer, is it correct  
15 that that customer is responsible for going out and  
16 procuring their own gas and having it delivered to the city  
17 gate?  
18 A. Yes, sir.  
19 Q. And do you have any regular transportation  
20 customers currently?  
21 A. Yes, sir.  
22 Q. And do you know where they get their gas from?  
23 A. Yeah, I know one of them for certain. We have  
24 a transportation agreement with a prison in the Missouri  
25 prison facilities, and they have, I guess I'm assuming

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68

1 statewide, entered into a contract with Oneoak, and they act  
 2 as their marketer and they -- their transporter to our take  
 3 point. They provide them with a host of services.  
 4 Q. And if I understand your testimony earlier  
 5 today for the transportation internal customers that  
 6 Southern Missouri had, the three customers we've discussed,  
 7 Southern Missouri Gas provides the gas that was transported  
 8 for those customers; is that correct?  
 9 A. Yes, sir.  
 10 Q. Did at any time Southern Missouri Gas have an  
 11 agency agreement with those three customers?  
 12 A. Only as is outlined in the supply agreements.  
 13 Q. So the gas that Southern Missouri Gas procured  
 14 for those three customers was purchased by Southern Missouri  
 15 Gas; is that correct?  
 16 A. Yes, sir.  
 17 Q. And it was transported on the pipeline to  
 18 Southern Missouri Gas's take point pursuant to Southern  
 19 Missouri Gas's transportation contracts; is that correct?  
 20 A. Yes, sir.  
 21 Q. And then -- so Southern Missouri Gas  
 22 essentially was providing the transportation customer with a  
 23 bundled service; is that correct?  
 24 MR. FISCHER: Counsel, would you define for my  
 25 witness what you mean by bundled?

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 69

1 "unbundled," that's what I mean. Do you understand that  
 2 now?  
 3 A. Yes, sir.  
 4 Q. So my question was, for the three customers  
 5 that got the transportation internal from Southern Missouri  
 6 Gas, was Southern Missouri Gas providing them with a bundled  
 7 service?  
 8 A. We provided their gas as a part of the gas  
 9 purchase agreement. We provided their gas delivered to our  
 10 city gate.  
 11 Q. And was that gas delivered to your city gate,  
 12 transported to your city gate utilizing Southern Missouri's  
 13 pipeline capacity?  
 14 A. It was.  
 15 Q. So the transportation internal customers did  
 16 not go out and procure their own pipeline capacity to move  
 17 that gas over the interstate pipeline, in this case Williams  
 18 or now Central Star Pipeline, to Southern Missouri's city  
 19 gate; is that correct?  
 20 A. They didn't.  
 21 Q. With respect to the tariff sheets that  
 22 Mr. Franson was just discussing with you, I believe you  
 23 indicated that there is no mention on those tariff sheets  
 24 about Southern Missouri Gas providing that type of bundled  
 25 service to transportation customers; is that correct?

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 71

1 MR. MICHEEL: Certainly.  
 2 BY MR. MICHEEL:  
 3 Q. Let me ask you this: Do you understand the  
 4 term "bundled service"?  
 5 A. No, sir.  
 6 Q. Okay. We talked earlier about a regular  
 7 transportation customer, and they're responsible for  
 8 procuring their own gas. Would you agree with me that those  
 9 customers are also responsible for providing transportation,  
 10 getting their own transportation on the pipeline to bring  
 11 that gas to your city gate?  
 12 A. Yes, sir.  
 13 Q. Okay. That's unbundled. So they have to  
 14 procure the gas, they have to get their own transportation  
 15 service and deliver it to your city gate?  
 16 A. Yes, sir.  
 17 Q. For the transportation internal, when I use  
 18 the term "bundled," I mean that Southern Missouri Gas has  
 19 purchased the commodity, Southern Missouri Gas has in place  
 20 pipeline capacity to transport that commodity from the  
 21 production field or gathering area to Southern Missouri's  
 22 city gate, and then from behind the city gate the pipes to  
 23 take to that customer's premises.  
 24 A. (Witness nodded.)  
 25 Q. With that understanding, when I use the term

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 70

1 A. As far as I know, there's no reference in  
 2 there, no.  
 3 Q. And, indeed, you would agree with me that  
 4 those tariffs contemplate a transportation customer getting  
 5 what I've termed "unbundled service"; isn't that correct?  
 6 A. I'd say that's fair.  
 7 MR. MICHEEL: Thank you. I don't have any  
 8 more questions for you, Mr. Walker. Thanks for your time.  
 9 MR. FRANSON: I have just a little bit.  
 10 REDIRECT EXAMINATION BY MR. FRANSON:  
 11 Q. What I would -- what I was wanting to -- on  
 12 the transportation tariffs, which you've got in front of you  
 13 in Exhibit 8, you talked -- you looked at and talked about  
 14 the -- or I asked you some questions about how they  
 15 qualified the 2,000 MMbtus. Other than that number being  
 16 changed, do you know of any other changes that have  
 17 occurred -- that have occurred between the time that this --  
 18 well, hold on.  
 19 Let me just hand you and Mr. Fischer -- what  
 20 this is is a prior tariff sheet. And could you look at the  
 21 rates also and --  
 22 A. (Witness complied.)  
 23 Q. Have you had an opportunity to review that?  
 24 A. Yes, I have.  
 25 Q. And actually what we'll do is we'll make a

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 72

1 copy of that and make it Exhibit No. 9, but we'll do that  
2 shortly here. Is it fair to say that the only difference  
3 between the current tariffs that went into effect in  
4 December 1 of 2001 and the previous canceled tariff was the  
5 amount of MMBtus that it took to qualify as a transportation  
6 customer?  
7 A. There was a change also made in the units of  
8 the measurements.  
9 Q. And what was that change?  
10 A. It was previously referred to as CCFs. It was  
11 subsequently changed to MMBtus.  
12 Q. Okay. Did the actual amount of that change?  
13 A. Yes, it did.  
14 Q. Do you know how much that changed?  
15 A. Well, it changed from 35 CCFs, which would  
16 nominally be 3,500 MMBtus, to 2,000 MMBtus.  
17 Q. Okay. Actually, that's up in the availability  
18 section; is that correct?  
19 A. Yes, sir.  
20 Q. And the amount in the net monthly bill, did  
21 that change?  
22 A. Again, the units of measurement would change,  
23 and subsequently the rates were changed to reflect the  
24 change in the units of measurement, but --  
25 Q. But you --

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73

1 transportation are the same as they are today, to your  
2 knowledge?  
3 A. Other than these changes?  
4 Q. Yes.  
5 A. And you're talking about the availability  
6 particularly or the whole transportation tariff?  
7 Q. The whole transportation tariff.  
8 A. There's been some other changes in terms of --  
9 and I'm doing this by recollection.  
10 Q. Yes, sir.  
11 A. -- penalties associated with imbalances on the  
12 pipe and some things like that to try to --  
13 Q. Okay. But as far as the availability of  
14 transportation, that has not changed?  
15 A. Nothing that I know of, no, sir.  
16 MR. FRANSON: With that being said, I don't  
17 believe I have any further questions.  
18 MR. FISCHER: I've got a couple clarifying  
19 redirects. Won't take too long, but let's go backwards.  
20 CROSS-EXAMINATION BY MR. FISCHER:  
21 Q. Just looking at the transportation service  
22 tariffs that were -- that counsel referred you to, which is  
23 Sheet 6, I believe you indicated --  
24 MR. FRANSON: Mr. Fischer, if I may, when  
25 you're talking about that, you're talking about Exhibit 8;

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75

1 A. -- there was no net change in the rates.  
2 Q. Okay. So the unit price of the commodity did  
3 not change?  
4 A. No.  
5 Q. That's what I'm asking.  
6 MR. FRANSON: Okay. Let me borrow that real  
7 quick, that book. I'm going to go make a copy of that page.  
8 (AN OFF-THE-RECORD DISCUSSION WAS HELD.)  
9 (EXHIBIT NO. 9 WAS MARKED FOR IDENTIFICATION  
10 BY THE REPORTER.)  
11 BY MR. FRANSON:  
12 Q. Mr. Walker, could you look at Exhibit No. 9.  
13 The page that you were just looking at in this notebook, is  
14 that the same?  
15 A. It is.  
16 Q. And everything we just said regarding that  
17 is -- it comes from Exhibit 9?  
18 A. Yes, sir.  
19 Q. Okay. So that's a fair and accurate copy of  
20 the one out of the book you were just seeing?  
21 A. Yes, sir.  
22 Q. Okay. Other than those changes on No. 9, is  
23 it fair to say that the tariffs that were in effect in early  
24 2001, April, May -- March, April, May and subsequent, that  
25 the tariffs are -- on the terms and conditions of

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74

1 is that correct?  
2 MR. FISCHER: Yes, the tariff, if that's  
3 Exhibit 8.  
4 MR. FRANSON: Thank you.  
5 BY MR. FISCHER:  
6 Q. I believe the schedule may be 1-20, which has  
7 the transportation service rates on it?  
8 A. Yes, sir.  
9 Q. Counsel, I think, asked you about the customer  
10 service charge. That is consistent -- or is that consistent  
11 with the customer service charge in the transportation  
12 agreements related to these three customers' contracts?  
13 A. It is.  
14 Q. Are the minimum and maximums, do the rates  
15 that are contained in the transportation agreements with  
16 ~~with~~ and with ~~with~~ do they fall within  
17 the minimum and maximums ranges in the tariff?  
18 A. They do.  
19 Q. Okay. Counsel asked you about bundled  
20 service, and would you explain the billing arrangements that  
21 you make for these three customers? You have a  
22 transportation agreement and you have a supply agreement.  
23 How do you bill?  
24 A. We bill the two distinctly. The  
25 transportation service is billed through our normal billing

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76

1 system, as all of our transportation customers are billed,  
2 and an invoice distinct from that bill is created to reflect  
3 the gas that they purchase each month.  
4 Q. Now, for a transportation customer that  
5 acquires his own natural gas, what would you bill to those  
6 transportation customers?  
7 A. I'd just send them a first portion of what I  
8 just described, a bill for transportation service.  
9 Q. And who would send them the bill for their gas  
10 costs?  
11 A. Whoever they were getting their gas from.  
12 Q. Okay. And that is -- is that similar to the  
13 internal transportation, as that's been called? You send  
14 them a separate bill for that portion of it from the  
15 transportation --  
16 A. Yes, sir.  
17 Q. -- portion?  
18 Okay. You were asked some questions about the  
19 discussions that you had with the various customers that you  
20 have that you were providing natural gas -- provisioning the  
21 natural gas supplies for?  
22 A. Yes, sir.  
23 Q. And I believe at one point discussed that they  
24 weren't comfortable with going to a third-party marketer.  
25 Would you elaborate upon that and what your understanding of

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77

1 reach an agreement?  
2 MR. FRANSON: Objection to the form of the  
3 question. Just the way you phrased it, you're asking him to  
4 know exactly. If you phrase it what this witness understood  
5 or knew, no problem.  
6 MR. FISCHER: All right. I'll change that.  
7 BY MR. FISCHER:  
8 Q. What were you told by that third-party  
9 marketer?  
10 A. He told me that he couldn't understand why he  
11 wasn't able to close the deal. He was frustrated and was at  
12 the point where he wasn't going to talk to or even approach  
13 the customer anyway, because he had shown the customer where  
14 he could save a substantial amount of money over the price  
15 that he was currently paying for propane or the price that  
16 we could give him as a large volume customer, and he  
17 couldn't get the customer to commit to anything.  
18 Q. But subsequently you were able to enter into a  
19 gas supply agreement with these customers?  
20 A. Yes, sir.  
21 Q. And where are these customers located?  
22 A. All three of them in question are in West  
23 Plains, Missouri.  
24 Q. Which is a fairly small town in Missouri?  
25 A. It is.

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79

1 their concerns were?  
2 A. Well, when I described transportation service  
3 to them as an option, I described to them that they would  
4 need to get a hold of a marketing outfit, which I'd be  
5 happy to put them in touch, and then they'd have to acquire  
6 some kind of capacity on a pipeline to get the gas  
7 transported to us, and that from that point we would deliver  
8 the gas to them. And in all three cases they didn't feel  
9 that they had the expertise in-house to do this.  
10 And one particular case, [REDACTED] I actually  
11 put them in contact with a marketing outfit and explained to  
12 them that they could -- that the marketing outfit would take  
13 care of providing that service for them, they'd get it to  
14 us, you know, I was sure that they could get that service if  
15 they requested it.  
16 They later communicated to me that they didn't  
17 understand what the marketer was telling them, they weren't  
18 comfortable dealing with him, they didn't know him, and that  
19 they preferred to deal with me because they could come into  
20 my office and ask me direct questions and get direct answers  
21 in a language and vernacular they understood.  
22 Q. Did you have any contact with that third-party  
23 marketer in that situation?  
24 A. Yes, sir, I did.  
25 Q. What was his understanding of why he couldn't

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78

1 Q. Do you have an impression why they were  
2 willing to enter into an agreement with Southern Missouri  
3 Gas Company and not with the third-party marketer?  
4 MR. FRANSON: Object as to relevance. Go  
5 ahead and answer.  
6 THE WITNESS: We've established a relationship  
7 with these customers, a working relationship with them over  
8 the period that they've been on gas, and they have  
9 confidence in us doing what we say we're going to do. They  
10 know us, they're familiar with us, and historically they've  
11 always got their fuel from propane companies in all three  
12 instances who were local and who they could come to and talk  
13 to. And they failed to understand a lot of the terms that  
14 the gas marketers used when they're talking to them, and  
15 bottom line, they don't trust them.  
16 BY MR. FISCHER:  
17 Q. You mentioned one of them had talked with, I  
18 believe Oneoak; is that correct?  
19 A. Yes, sir.  
20 Q. Where is Oneoak located?  
21 A. I believe the marketer that he was talking to  
22 was out of Topeka, Kansas.  
23 Q. Counsel also discussed with you your various  
24 memos that you wrote to the file to memorialize the  
25 situation.

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80

1 MR. FRANSON: Mr. Fischer, the exhibit is over  
2 here.

3 BY MR. FISCHER:

4 Q. Okay. I think I'd like to just go to  
5 Exhibit 1 and ask you to clarify, at the time this  
6 arrangement was made with [REDACTED], what was your PGA rate  
7 that they would have to pay on a regulated basis if they  
8 were a large volume service customer?

9 A. The PGA by itself was -- expressed in MCF was  
10 \$8.98.9 per MCF.

11 Q. You've been with the company a while. If you  
12 look at gas prices over a period of time, how would you  
13 characterize this, as being high, low or in the middle?

14 A. Extremely high.

15 Q. Okay. Then I believe your memo also discusses  
16 the price that you were able to secure gas supplies at for  
17 this customer?

18 A. Yes, sir.

19 Q. What was that?

20 A. [REDACTED] per MMBtu.

21 Q. Can you explain why you were able to get it  
22 for [REDACTED] when just a few months earlier the prices seemed to  
23 be much higher?

24 A. Well, I can't explain it. I mean, that's what  
25 the gas market itself reflected.

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81

1 A. It was contributed to the PGA fund.

2 Q. And if it's contributed to the PGA fund, would  
3 other customers be credited or get a benefit from that?

4 A. Yes, sir.

5 Q. Now, if they had -- if these customers had  
6 gone to a third-party marketer, and assuming that they had  
7 become comfortable with the third-party marketer and had  
8 entered in a supply contract with the third-party marketer,  
9 would -- what, if anything, do you know would happen to the  
10 profit that the third-party marketer obtained by selling the  
11 gas to these transport customers?

12 A. Well, they'd retain that profit.

13 Q. The other remaining customers of Southwestern  
14 Missouri Gas (sic), would they be affected by it?

15 A. No, sir, they wouldn't benefit from it at all.

16 Q. I'd like to direct you to your Exhibit 5,  
17 which is the exhibit that contains the supply agreement for  
18 [REDACTED] and the transportation agreement for [REDACTED]. Are the  
19 transportation agreements basically the same agreement  
20 except for the name of the customer, the volumes and the  
21 price involved?

22 A. Yes, sir.

23 Q. Is that gas transportation agreement that's  
24 contained in Exhibit 5, is that your -- do you use that at  
25 other times?

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83

1 Q. Prices went down precipitously?

2 A. Yes. They went up precipitously at the end of  
3 2000, beginning of 2001, and then immediately fell  
4 precipitously.

5 Q. And does -- that memo also reflects the price  
6 that you actually sold the gas to [REDACTED], is that right?

7 A. Yes, sir.

8 Q. What price was that?

9 A. We sold gas to them for [REDACTED] per MMBtu.  
10 (Deposition interrupted by phone ringing.)

11 BY MR. FISCHER:

12 Q. So you told me that the PGA rate was \$8.98,  
13 that you were able to secure supplies for this customer at  
14 [REDACTED]. And I believe you just told me before the phone rang  
15 that the price that you sold it to the -- to [REDACTED] was  
16 the [REDACTED]?

17 A. Yes, sir.

18 Q. And that -- is that the same price that you  
19 sold the SEI and under the first contract?

20 A. Yes, sir.

21 Q. Okay. Now, there's a difference between the  
22 price of the gas that you got from the customer and the cost  
23 of that gas, which I'll call profit, and I know there are  
24 miscellaneous charges that might go into that, but do you  
25 know what the company did with that profit?

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82

1 A. Yes, sir. That's a standard form we use with  
2 all transportation customers.

3 Q. And would that be the same contract that you  
4 would enter into, the same form of the contract, if they  
5 entered into a third-party marketer arrangement --

6 A. Yes, sir.

7 Q. -- that you discussed?

8 A. Exactly the same.

9 Q. Now, there's a separate agreement there that  
10 is titled supply agreement; is that correct?

11 A. Yes, sir.

12 Q. Now, would a third-party marketer transport  
13 customer have a supply agreement with Southern Missouri Gas  
14 Company?

15 A. No, sir.

16 Q. If Southern Missouri Gas Company provides the  
17 gas, would the customer have a supply agreement with  
18 Southern Missouri Gas Company?

19 A. Yes, sir.

20 Q. And is that what those supply agreements are?

21 A. Yes, sir.

22 Q. Now, if it was a third-party marketer  
23 situation, would you know what the price was that the gas  
24 was being provided at?

25 A. No, sir.

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84

1 Q. But in the situation where Southern Missouri  
2 Gas provided the gas, obviously you're selling them at a  
3 specific price and you're aware of what those arrangements  
4 are?  
5 A. Yes, sir.  
6 Q. I think counsel also asked you whether your  
7 tariffs have any reference to Southern Missouri Gas Company  
8 providing gas to a transport customer. Do you recall that?  
9 A. Yes, sir.  
10 Q. And did you say that the tariff does not  
11 reflect that?  
12 A. Not as far as I know, it doesn't.  
13 Q. Does the tariff reflect any prohibition  
14 against Southern Missouri Gas Company providing gas as a  
15 transport customer?  
16 A. Not that I'm aware of, no, sir.  
17 Q. You also discussed with counsel the [REDACTED]  
18 customer?  
19 A. Yes, sir.  
20 Q. At the time that the [REDACTED] customer  
21 approached you, was [REDACTED] a customer of Southern Missouri  
22 Gas Company?  
23 A. The first time they approached me in, I  
24 believe it was around the last part of April 2001, they were  
25 a large volume customer.

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85

1 Q. Is that true?  
2 A. Yes, sir.  
3 Q. And that's the point where your testimony  
4 related to the -- you talked to the -- or they talked to a  
5 third-party marketer?  
6 A. Yeah. I put them in touch with a couple of  
7 third-party marketers and told them that we'd be interested  
8 in bringing them back on as a transport customer, you know,  
9 and I explained to them again that they'd need to secure a  
10 supply of gas, secure capacity on the pipe to get the gas to  
11 us and that we'd transport it for them, and that given my  
12 knowledge of the market at that time, that we could be  
13 competitive with propane, probably beat their prices.  
14 Q. Did you also explain that they were eligible  
15 as a transport customer?  
16 A. Yeah, at the time they initially contacted us.  
17 The second time that they contacted us they weren't. We  
18 took steps to at that point change our tariff such that they  
19 would be qualified then, and I told them at that point that,  
20 yeah, if we could get the tariff changed, that they would be  
21 qualified.  
22 Q. Were there other reasons to change the tariff?  
23 Was it just because of Marathon or were there other reasons?  
24 A. It was just because of [REDACTED]  
25 Q. Okay. This was the customer that said they

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87

1 Q. And subsequently did they leave the system?  
2 A. They did, and approximately two weeks after  
3 our initial contact they, in their initial contact, said  
4 that they were able to procure propane at a substantially  
5 lower rate than we were. Their facility is set up with a  
6 propane air mixing plant, and they can instantaneously  
7 change from one fuel to the other.  
8 And they offered me the opportunity to meet  
9 the propane price that they'd been offered, and I couldn't  
10 meet it, because my PGA itself exceeded the price that they  
11 were offered on propane. And they subsequently requested  
12 that we terminate our agreement for service.  
13 Q. And at that time, as I understand it, the  
14 transportation rate that was contained in the canceled  
15 tariff, Exhibit, what was that, 9, the last one, was in  
16 effect?  
17 A. It was.  
18 Q. Would [REDACTED] have met the qualification to  
19 be a transport customer under that tariff?  
20 A. No, sir.  
21 Q. Okay. Now, subsequently the tariff changed;  
22 is that correct?  
23 A. Yes, sir.  
24 Q. And you were again approached by [REDACTED]?  
25 A. Yes.

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86

1 were not comfortable with a third-party marketer?  
2 A. Yes, sir.  
3 Q. If they had -- assuming that they weren't  
4 comfortable with a third-party marketer and you were  
5 unwilling to provide them gas pursuant to a supply  
6 agreement, do you have an opinion about whether they would  
7 have come on to your system?  
8 A. No, they wouldn't have. They would have  
9 remained on propane.  
10 Q. Mr. Walker, you discussed the [REDACTED]  
11 alternatives with their representatives; is that  
12 correct?  
13 A. Yes, I did.  
14 Q. Do you have an opinion about whether they  
15 would have remained on your system if you had refused to  
16 enter into a supply agreement with those two customers?  
17 A. They wouldn't have, in my opinion, no, sir.  
18 Q. Did you ever tell these customers that anyone  
19 considered them internal transportation customers?  
20 A. No, sir.  
21 Q. With regard to [REDACTED], you entered into a  
22 six-month contract that's reflected in the exhibits; is that  
23 correct?  
24 A. Yes, sir.  
25 Q. At the expiration of that contract, what did

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88

1 [REDACTED] choose to do?

2 A. They chose to convert a large portion of their  
3 process load to an alternative fuel that they could get  
4 cheaper.

5 Q. And you weren't able to -- were you able to  
6 compete with that cheaper fuel?

7 A. No, sir.

8 Q. So they left the system?

9 A. They did.

10 Q. Except for --

11 A. They maintained a -- I think it's a large  
12 general service account for some of their heat load only.  
13 It's a relatively small load compared to what they had  
14 initially.

15 Q. You were asked a question, I think, if the PGA  
16 rate was greater than the transportation arrangements, who  
17 would pick up the cost, and I believe -- did you know the  
18 answer to that?

19 A. No, sir. I didn't really understand the  
20 question about picking up the cost.

21 Q. Okay. If a customer leaves the system and  
22 that load is gone, do you know what customers would pick up  
23 the remaining costs?

24 A. I know that the implications are that the  
25 rate-paying customers will suffer.

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89

1 Q. The fixed costs that have been talked about  
2 between you and Mr. Fischer, you talked about if you lost  
3 15 percent of your load that these fixed costs would still  
4 be there; is that correct?

5 A. Yes, sir.

6 Q. Okay. And they would have to be picked up by  
7 the remaining customers?

8 A. That's right.

9 Q. However, if you had that 15 percent load stay  
10 but the folks were -- the people with that 15 percent load  
11 were no longer paying the PGA rate, there's also costs that  
12 have to be picked up by the other customers; is that  
13 correct?

14 A. Yes, sir.

15 Q. Isn't it true that the PGA rate was your big  
16 problem and it was making you less competitive or  
17 noncompetitive with propane and other sources of alternative  
18 fuels that were available?

19 A. Yes, sir.

20 Q. Now, you talked about [REDACTED] converted to  
21 some alternative fuel. What was that?

22 A. Wood flour.

23 Q. What is wood flour?

24 A. It's a byproduct of the wood industry. They  
25 take sawdust and grind it into a flour consistency and dry

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91

1 Q. -- Would you explain for the record your fixed  
2 transportation contracts with your pipeline? Do you know  
3 what those are -- about fixed transportation contracts?

4 A. Yeah. I'm familiar with the contracts we have  
5 to a degree at least.

6 Q. Would you explain how -- what those are and  
7 how they work?

8 A. We pay a reservation fee to the pipeline  
9 company to maintain capacity on the pipe. The reservations  
10 fee is a fixed fee that enables us to transport up to  
11 10,000 MMBtu per day, and incrementally then we pay a  
12 substantially smaller rate per MMBtu for what we actually  
13 transport.

14 Q. Okay. If you lost 15 percent of your load,  
15 would you still be required to pay the fixed transportation  
16 portion of that contract?

17 A. Yes, sir. The reservation fees would remain  
18 in place.

19 Q. Would the charges to the remaining customers  
20 be expected to increase to cover that?

21 A. Yes, sir.

22 MR. FISCHER: Thank you. I think that's all  
23 I've got.

24 MR. FRANSON: I've got a follow-up.

25 FURTHER REDIRECT EXAMINATION BY MR. FRANSON:

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90

1 it and then --

2 Q. That's what I thought it was, but I wanted to  
3 be sure.

4 Okay. You talk about a price being charged  
5 to -- you talked about an 8.98 and a [REDACTED] you were able  
6 to -- per MMBtu, you were able to obtain gas at [REDACTED] per  
7 customer. Do you remember that?

8 A. Yes, sir.

9 Q. Which customer was that?

10 A. I believe it was [REDACTED] and also reflected  
11 the price that we paid for the gas to [REDACTED]

12 Q. Okay. Now, ultimately, with all the charges  
13 you put in there, I believe you came up with a price of

14 [REDACTED] for -- I guess [REDACTED] per MMBtu?

15 A. Yes, sir.

16 Q. Was there any profit involved in that?

17 A. Yes, sir.

18 Q. Okay. Well, let's break that down a little  
19 bit. The gas was [REDACTED], correct?

20 A. Yes, sir.

21 Q. Was -- I believe there's a reference there to  
22 a .279?

23 A. Yes, sir.

24 Q. Okay. What is that?

25 A. That's incremental Williams transportation

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92

1 charge.  
2 Q. And that's actual cost Southern Missouri Gas  
3 has to pay and bills customers for?  
4 A. Exactly.  
5 Q. And then there's an ACA charge; is that  
6 correct?  
7 A. Yes, sir.  
8 Q. How much is that?  
9 A. That's .555 dollars per MMBtu.  
10 Q. And what is that?  
11 A. That was an undercollected amount that we --  
12 as I understand it, it was an undercollected amount that the  
13 company had incurred.  
14 Q. Okay. So that's collecting past undercharges.  
15 That's not a profit, is it?  
16 A. No, sir.  
17 Q. Okay. Then there's also another charge of  
18 .50; is that correct?  
19 A. Yes.  
20 Q. What is that?  
21 A. It's referred to as an unscheduled filing  
22 adjustment. It was an increase in the PGA that took place  
23 in an immediate fashion right about the time that -- or in  
24 response to the gas price spikes that took place at the end  
25 of '99, beginning of 2000.

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1 transportation customers? I mean, they were able to  
2 purchase a lower gas -- the commodity at a lower price?  
3 A. Yes, sir.  
4 Q. And isn't the primary difference between if  
5 they remained large volume versus becoming internal  
6 transport the PGA cost?  
7 A. Yes, sir.  
8 Q. Do you know whether Southern Missouri Gas at  
9 all times charged the actual price that they paid for the  
10 gas? Did they ever discount the price of gas to these  
11 internal transportation customers?  
12 A. Not that I'm aware of, no.  
13 MR. FRANSON: I don't believe I have any  
14 further questions.  
15 MR. MICHEEL: I don't have any more.  
16 RECROSS-EXAMINATION BY MR. FISCHER:  
17 Q. I just have one other question. Counsel is  
18 suggesting that the large -- that the three customers that  
19 entered into the contract benefit from the contract; is that  
20 correct?  
21 A. Yes.  
22 Q. Can you explain why they benefited, because  
23 compared to the PGA rate under the large volume service --  
24 I mean, there's a difference. That's what you're talking  
25 about. They're paying a less amount of money to the

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1 Q. Okay. All of that adds up to [REDACTED] per  
2 MMBtu?  
3 A. Yes, sir.  
4 Q. And then you added [REDACTED] for transportation  
5 costs, correct?  
6 A. Yes, sir.  
7 Q. Can you tell me where there's any profit in  
8 those numbers?  
9 A. Well, the -- what I refer to as profit was the  
10 difference between our actual cost that we paid for the gas  
11 and the actual price that we sold the gas for, at the  
12 interconnect.  
13 Q. And how much did you actually purchase it for?  
14 A. We purchased it [REDACTED] per MMBtu.  
15 Q. And you actually sold it -- I'm sorry. You  
16 actually sold it for [REDACTED] per MMBtu?  
17 A. Yes, sir.  
18 Q. So that's what you're referring to, not  
19 necessarily a clear profit above and beyond all your costs?  
20 A. Right.  
21 Q. Okay. Do you know how in the time period that  
22 we're talking about, in 2001, how the PGA rate got so high?  
23 A. Gas prices spiked on the market.  
24 Q. Now, isn't it true that the internal  
25 transportation customers benefited from being internal

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94

1 company --  
2 A. Yes, sir.  
3 Q. -- under this arrangement?  
4 A. They pay the less amount of money for their  
5 fuel needs because of the arrangements that we entered into  
6 than they would have if they had to remain large volume.  
7 Q. And I believe you also testified that Southern  
8 Missouri Gas Company's remaining customers benefited because  
9 they stayed on the system?  
10 A. Yes, sir.  
11 Q. Do you know of anybody that didn't benefit by  
12 this arrangement?  
13 A. Southern Missouri Gas.  
14 MR. FISCHER: Okay. Thank you.  
15 FURTHER REDIRECT EXAMINATION BY MR. FRANSON:  
16 Q. Two quick questions. Mr. Walker, if you can  
17 look at what I'm -- Exhibit No. 8, if you could look at --  
18 well, it's Sheet No. 2 at Schedule 1-16 on part of your  
19 large volume service tariff.  
20 A. Yes, sir.  
21 Q. I believe you testified earlier that the rates  
22 for internal transport were within the range minimum  
23 maximums of your transportation tariffs. Do you remember  
24 that?  
25 A. Yes, sir.

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96

1 Q. Okay. Are they -- the rates for internal  
2 transport also within the range for large volume service?  
3 A. Yes, sir.  
4 Q. Now, at any time when you were considering  
5 tariff changes to make, I think it was [REDACTED] or one of  
6 the other customers eligible as a transportation customer  
7 under your tariff, did you and Mr. Taylor or you and  
8 Mr. Klemm ever consider any other changes to your  
9 transportation tariff that would make it very clear you  
10 could offer this transportation service internal?

11 A. No, sir.  
12 Q. You never discussed that with Mr. Klemm?  
13 A. No, sir.

14 MR. FRANSON: I don't believe I have any  
15 further.

16 MR. FISCHER: I don't have any questions.  
17 I guess I should state just for the record  
18 that we have discussed a lot of things that have been filed  
19 under seal in this docket, and I would ask for an agreement  
20 that the transcripts be treated under seal until we have a  
21 chance to review it and declassify as much as we can to  
22 maintain confidentiality of the confidential material.

23 MR. FRANSON: I certainly have no objection,  
24 and that's fine. However, I need -- I think we need to make  
25 clear that the term "under seal" means you're declaring for

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97

1 here in a minute. We also need to talk about the mechanics  
2 here about presentment and signature. How do you want to do  
3 that? Do you want signature?

4 (OFF THE RECORD.)

5 MR. FRANSON: Mr. Fischer, I believe you are  
6 willing to waive presentment but not signature, and that the  
7 intent would be that the parties would offer at hearing the  
8 signed original transcript, signed by Mr. Walker, and that  
9 the original exhibits would be attached to that?

10 MR. FISCHER: Yes.

11 MR. FRANSON: And you will work with the court  
12 reporter and parties to get that document back to us in time  
13 for the hearing on March 11th?

14 MR. FISCHER: Yes.

15 MR. FRANSON: Thank you.

16 (PRESENTMENT WAIVED; SIGNATURE REQUESTED.)  
17  
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99

1 the moment you want an agreement among all the parties who  
2 are represented here by counsel today that this document,  
3 this transcript in its entirety, as well as the exhibits,  
4 are all highly confidential.

5 MR. FISCHER: Yes, either highly confidential  
6 or proprietary and under the protective order.

7 MR. FRANSON: Thank you. And that the parties  
8 will work together quickly to declassify as much of this as  
9 possible?

10 MR. FISCHER: Yes.

11 MR. FRANSON: Mr. Fischer, would you and  
12 Mr. Micheel be willing to stipulate at this time that this  
13 deposition in its entirety and all of the exhibits will be  
14 admissible in the hearing, and that might alleviate the need  
15 for Mr. Walker to appear?

16 MR. MICHEEL: I'm fine with that if we can do  
17 something or he can get back to the business of running the  
18 system.

19 MR. FISCHER: I think that's fine with me.

20 MR. FRANSON: Okay. I believe it's allowable  
21 under the rules. But that way we may be able to not  
22 subpoena Mr. Walker at all.

23 MR. FISCHER: And could I also get copies of  
24 the exhibits?

25 MR. FRANSON: Absolutely. We can make those

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1 CERTIFICATE OF REPORTER

2 STATE OF MISSOURI )  
3 ) ss.  
4 COUNTY OF COLE )

5 I, KELLENE K. FEDDERSEN, RPR, CSR, CCR, the  
6 officer before whom the foregoing deposition was taken, do  
7 hereby certify that Bill Walker, whose testimony appears in  
8 the foregoing deposition, was duly sworn by me; that the  
9 testimony of said witness was taken by me to the best of my  
10 ability and thereafter reduced to typewriting under my  
11 direction; that I am neither counsel for, related to, nor  
12 employed by any of the parties to the action to which this  
13 deposition was taken, and further that I am not a relative  
14 or employee of any attorney or counsel employed by the  
15 parties thereto, nor financially or otherwise interested in  
16 the outcome of the action.

17 Given at my office in the City of Jefferson,  
18 County of Cole, State of Missouri, this 3rd day of March,  
19 2003. My commission expires March 28, 2005.

20 KELLENE K. FEDDERSEN, RPR, CSR, CCR  
21 Notary Public, State of Missouri  
(Commissioned in Cole County)  
22  
23  
24  
25

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1 STATE OF MISSOURI )  
2 ) ss.  
2 COUNTY OF COLE )

3 I, BILL WALKER, do hereby certify:

4 That I have read the foregoing deposition;

5 That I have made such changes in form and/or

6 substance to the deposition as might be necessary to render

7 the same true and correct;

8 That having made such changes thereon, I hereby

9 subscribe my name to the deposition.

10 I declare under penalty of perjury that the foregoing

11 is true and correct.

12 Executed the \_\_\_\_ day of \_\_\_\_\_, 2003, at \_\_\_\_\_

13  
14  
15 BILL WALKER

17 Notary Public: \_\_\_\_\_  
18 My commission expires: \_\_\_\_\_

19 KF/BILL WALKER  
20 Re: Southern Missouri Gas

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5 March 3, 2003

6 James Fischer  
7 Fischer & Dority  
8 101 Madison, Suite 400  
9 Jefferson City, MO 65101

10 In Re: Southern Missouri Gas

11 Dear Mr. Fischer:

12 Please find enclosed your copy of the deposition of Bill  
13 Walker taken on February 27, 2003 in the above-referenced  
14 case. Also enclosed is the original signature page and  
15 errata sheet.

16 Please have the witness read your copy of the transcript,  
17 indicate any changes and/or corrections desired on the  
18 errata sheet, and sign the signature page before a notary  
19 public.

20 Please return the errata sheet and notarized signature page  
21 to Mr. Franson for filing prior to trial date.

22 Thank you for your attention to this matter.

23 Sincerely,

24 Kellene K. Feddersen, CSR, RPR, CCR

25 Enclosure  
cc: Robert Franson

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103

1 ERRATA SHEET

2 Witness: Bill Walker  
3 In Re: Southern Missouri Gas

4 Upon reading the deposition and before subscribing thereto,  
5 the deponent indicated the following changes should be made:

6 Page Line Should read:  
7 Reason assigned for change:

8 Page Line Should read:  
9 Reason assigned for change:

10 Page Line Should read:  
11 Reason assigned for change:

12 Page Line Should read:  
13 Reason assigned for change:

14 Page Line Should read:  
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22 Page Line Should read:  
23 Reason assigned for change:

24 Page Line Should read:  
25 Reason assigned for change:

Reporter: Kellene K. Feddersen, CSR, RPR, CCR

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102

- . -	11th [1] 99:13 12 [1] 56:12 12-month [1] 64:13 13 [1] 3:19 1308 [2] 1:16; 103:2 15 [4] 90:14; 91:3, 9, 10 17th [1] 7:22 19 [1] 56:12 1999-2000 [1] 1:5 1st [1] 20:19	50 [2] 25:14; 93:18 54 [1] 3:16 55 [1] 3:15 55.5 [1] 25:11 573 [8] 1:17; 2:5, 10, 14; 103:3 58 [1] 3:18	32:21; 34:8, 11; 35:3; 36:9; 37:11; 38:3; 39:4; 43:10; 45:18; 46:2; 48:11; 52:9; 56:4; 59:25; 61:11; 62:12; 63:15, 17; 64:16; 68:15; 70:6; 71:24; 72:13, 14; 75:5, 25; 76:9, 19; 77:18; 88:8, 14; 89:20; 90:3; 91:1, 2, 20; 92:4, 5; 93:23; 94:22; 95:25; 99:1, 2 above [1] 94:19 above-entitled [1] 1:21 above-referenced [1] 103:10 absolutely [1] 98:25 aca [6] 25:10; 41:2; 57:3, 5, 6; 93:5 account [1] 89:12 accountant [2] 38:22; 39:5 accounting [1] 48:15 accurate [9] 10:13; 32:15; 37:15; 38:12, 14; 50:17; 51:4; 59:4; 74:19 acquire [1] 78:5 acquires [1] 77:5 across [1] 25:9 act [2] 17:11; 69:1 acting [1] 60:15 action [2] 100:11, 15 activities [1] 27:11 activity [1] 10:19 actual [10] 1:5; 20:2; 40:5; 66:23; 67:2; 73:12; 93:2; 94:10, 11; 95:9 actually [28] 6:9; 9:12; 11:8, 14; 23:24; 30:24; 34:25; 40:16; 41:15; 45:1; 46:7; 48:21; 50:23; 53:22; 54:24; 57:1; 58:15; 59:21; 61:25; 65:23; 72:25; 73:17; 78:10; 82:6; 90:12; 94:13, 15, 16 added [6] 20:4, 5; 25:10, 11, 14; 94:4 adding [2] 7:16; 26:23 addition [1] 23:17 additional [6] 24:20; 25:24; 26:7, 8; 27:15; 44:2 additionally [1] 41:14 address [5] 7:19, 20, 21; 64:14; 66:16 adds [1] 94:1 adjust [1] 36:24 adjustment [4] 1:4, 5; 25:14; 93:22 admissible [1] 98:14 affect [2] 5:12; 62:4 affected [1] 83:14 after [12] 8:14; 11:9, 18; 17:5; 20:20; 28:4; 39:9; 64:3; 86:2 again [9] 33:19; 38:24; 39:8, 11; 41:10; 48:20; 73:22; 86:24; 87:9 against [1] 85:14 agency [1] 69:11 agent [1] 17:11 agents [1] 60:16 agree [2] 70:8; 72:3 agreed [1] 17:13 agreed-upon [1] 16:5 agreement [33] 1:23; 3:8; 42:11, 12; 43:5; 50:8, 25; 56:23; 63:22; 64:5; 65:2; 67:13; 68:24; 69:11; 71:9; 76:22; 79:1, 19; 80:2; 83:17, 18, 19, 23; 84:9, 10, 13, 17; 86:12; 88:6, 16; 97:19; 98:1 agreements [8] 48:1; 50:7; 62:11; 69:12; 76:12, 15; 83:19; 84:20 ahead [9] 17:13, 17; 24:3, 4; 29:1; 32:2; 39:23; 54:21; 80:5	
'99 [1] 93:25 's [1] 1:4	2 [9] 3:9; 28:20, 22; 29:4, 10; 30:8; 35:1; 38:4; 39:4 2,000 [4] 64:13; 66:16; 72:15; 73:16 2 [1] 96:18 200 [2] 1:11; 2:9 2000 [3] 36:4; 82:3; 93:25 2000-2001 [1] 1:5 2001 [29] 8:19; 10:10, 18, 20; 11:12, 14; 12:10, 12; 13:14; 19:5; 20:21, 22; 21:5, 7; 29:16, 20; 33:8, 14; 36:2, 4; 53:7; 61:19; 62:12, 13; 73:4; 74:24; 82:3; 85:24; 94:22 2003 [11] 1:9; 46:9, 13, 19; 47:3, 4, 5; 100:18; 101:12; 103:4, 10 2005 [1] 100:18 27 [1] 103:10 27.9 [1] 25:9 27th [1] 1:8 28 [2] 3:9; 100:18	6 [12] 1:10; 3:15, 19; 52:18; 53:25; 55:1, 5; 59:20, 22; 67:20; 68:1; 75:23 6.25 [1] 82:16 [2] 18:22; 82:9 [4] 92:14; 94:1, 16 636-6758 [1] 2:5 636-7551 [2] 1:17; 103:3 636-9055 [1] 103:3 65101 [3] 1:16; 2:5; 103:7 65102 [2] 2:10; 103:2 65102-780 [1] 2:14 68 [1] 3:2	above [1] 94:19 above-entitled [1] 1:21 above-referenced [1] 103:10 absolutely [1] 98:25 aca [6] 25:10; 41:2; 57:3, 5, 6; 93:5 account [1] 89:12 accountant [2] 38:22; 39:5 accounting [1] 48:15 accurate [9] 10:13; 32:15; 37:15; 38:12, 14; 50:17; 51:4; 59:4; 74:19 acquire [1] 78:5 acquires [1] 77:5 across [1] 25:9 act [2] 17:11; 69:1 acting [1] 60:15 action [2] 100:11, 15 activities [1] 27:11 activity [1] 10:19 actual [10] 1:5; 20:2; 40:5; 66:23; 67:2; 73:12; 93:2; 94:10, 11; 95:9 actually [28] 6:9; 9:12; 11:8, 14; 23:24; 30:24; 34:25; 40:16; 41:15; 45:1; 46:7; 48:21; 50:23; 53:22; 54:24; 57:1; 58:15; 59:21; 61:25; 65:23; 72:25; 73:17; 78:10; 82:6; 90:12; 94:13, 15, 16 added [6] 20:4, 5; 25:10, 11, 14; 94:4 adding [2] 7:16; 26:23 addition [1] 23:17 additional [6] 24:20; 25:24; 26:7, 8; 27:15; 44:2 additionally [1] 41:14 address [5] 7:19, 20, 21; 64:14; 66:16 adds [1] 94:1 adjust [1] 36:24 adjustment [4] 1:4, 5; 25:14; 93:22 admissible [1] 98:14 affect [2] 5:12; 62:4 affected [1] 83:14 after [12] 8:14; 11:9, 18; 17:5; 20:20; 28:4; 39:9; 64:3; 86:2 again [9] 33:19; 38:24; 39:8, 11; 41:10; 48:20; 73:22; 86:24; 87:9 against [1] 85:14 agency [1] 69:11 agent [1] 17:11 agents [1] 60:16 agree [2] 70:8; 72:3 agreed [1] 17:13 agreed-upon [1] 16:5 agreement [33] 1:23; 3:8; 42:11, 12; 43:5; 50:8, 25; 56:23; 63:22; 64:5; 65:2; 67:13; 68:24; 69:11; 71:9; 76:22; 79:1, 19; 80:2; 83:17, 18, 19, 23; 84:9, 10, 13, 17; 86:12; 88:6, 16; 97:19; 98:1 agreements [8] 48:1; 50:7; 62:11; 69:12; 76:12, 15; 83:19; 84:20 ahead [9] 17:13, 17; 24:3, 4; 29:1; 32:2; 39:23; 54:21; 80:5	
---  - [1] 3:12 - [227] 4:18; 5:3; 7:10, 20; 8:1, 4, 7; 9:20; 10:2, 6, 17, 19; 11:2, 4, 9, 18, 21; 12:11, 22; 13:1, 7, 12, 21, 23; 14:19; 15:11, 18; 16:11, 23; 17:9, 13, 16, 17, 21; 18:18, 25; 19:14; 20:4, 11; 21:9, 11, 15, 19, 23; 22:4, 14; 23:17, 24, 25; 24:2, 4, 7, 23; 25:22; 26:17, 18; 27:5, 6, 8; 28:2, 7, 14; 30:10, 15, 20, 22, 23, 25; 31:1; 32:2, 22; 33:16; 34:23; 35:3; 36:18, 23, 24; 37:4, 5, 14; 38:5, 11, 15, 17, 24; 39:1, 8, 9, 11, 24; 41:1, 11, 24; 42:2, 13, 19; 43:3, 24; 44:11, 15, 22; 45:14, 18, 25; 46:10, 21; 47:2, 16, 22; 48:1, 12, 21, 22; 50:23; 51:14; 52:5, 8, 8; 53:11; 54:4, 8; 55:7; 56:11, 23; 57:10, 21; 58:15, 16, 17; 59:22, 25; 60:1, 6, 7, 21; 61:1, 22, 23, 24; 62:10, 11; 63:7, 11; 64:15, 19, 22; 65:13, 17, 18, 25; 66:5, 10, 15, 18; 67:15, 17, 20; 68:5, 13; 69:2, 21; 72:11, 13, 14, 17, 19, 21; 73:24, 25; 74:1, 17, 24, 25; 75:8, 11, 12, 22, 23; 76:10; 77:12, 15, 17, 20; 78:12; 81:9; 82:5, 15, 18; 83:5, 9, 24; 84:5, 7; 87:4; 88:3; 89:5, 10, 11, 17; 90:3, 6; 91:10; 92:1, 5, 6, 14, 21; 93:11, 23; 94:9, 15; 95:2, 18, 23; 96:1, 3, 17; 97:1, 24	- 2 -  2 [9] 3:9; 28:20, 22; 29:4, 10; 30:8; 35:1; 38:4; 39:4 2,000 [4] 64:13; 66:16; 72:15; 73:16 2 [1] 96:18 200 [2] 1:11; 2:9 2000 [3] 36:4; 82:3; 93:25 2000-2001 [1] 1:5 2001 [29] 8:19; 10:10, 18, 20; 11:12, 14; 12:10, 12; 13:14; 19:5; 20:21, 22; 21:5, 7; 29:16, 20; 33:8, 14; 36:2, 4; 53:7; 61:19; 62:12, 13; 73:4; 74:24; 82:3; 85:24; 94:22 2003 [11] 1:9; 46:9, 13, 19; 47:3, 4, 5; 100:18; 101:12; 103:4, 10 2005 [1] 100:18 27 [1] 103:10 27.9 [1] 25:9 27th [1] 1:8 28 [2] 3:9; 100:18	- 6 -  6 [12] 1:10; 3:15, 19; 52:18; 53:25; 55:1, 5; 59:20, 22; 67:20; 68:1; 75:23 6.25 [1] 82:16 [2] 18:22; 82:9 [4] 92:14; 94:1, 16 636-6758 [1] 2:5 636-7551 [2] 1:17; 103:3 636-9055 [1] 103:3 65101 [3] 1:16; 2:5; 103:7 65102 [2] 2:10; 103:2 65102-780 [1] 2:14 68 [1] 3:2	above [1] 94:19 above-entitled [1] 1:21 above-referenced [1] 103:10 absolutely [1] 98:25 aca [6] 25:10; 41:2; 57:3, 5, 6; 93:5 account [1] 89:12 accountant [2] 38:22; 39:5 accounting [1] 48:15 accurate [9] 10:13; 32:15; 37:15; 38:12, 14; 50:17; 51:4; 59:4; 74:19 acquire [1] 78:5 acquires [1] 77:5 across [1] 25:9 act [2] 17:11; 69:1 acting [1] 60:15 action [2] 100:11, 15 activities [1] 27:11 activity [1] 10:19 actual [10] 1:5; 20:2; 40:5; 66:23; 67:2; 73:12; 93:2; 94:10, 11; 95:9 actually [28] 6:9; 9:12; 11:8, 14; 23:24; 30:24; 34:25; 40:16; 41:15; 45:1; 46:7; 48:21; 50:23; 53:22; 54:24; 57:1; 58:15; 59:21; 61:25; 65:23; 72:25; 73:17; 78:10; 82:6; 90:12; 94:13, 15, 16 added [6] 20:4, 5; 25:10, 11, 14; 94:4 adding [2] 7:16; 26:23 addition [1] 23:17 additional [6] 24:20; 25:24; 26:7, 8; 27:15; 44:2 additionally [1] 41:14 address [5] 7:19, 20, 21; 64:14; 66:16 adds [1] 94:1 adjust [1] 36:24 adjustment [4] 1:4, 5; 25:14; 93:22 admissible [1] 98:14 affect [2] 5:12; 62:4 affected [1] 83:14 after [12] 8:14; 11:9, 18; 17:5; 20:20; 28:4; 39:9; 64:3; 86:2 again [9] 33:19; 38:24; 39:8, 11; 41:10; 48:20; 73:22; 86:24; 87:9 against [1] 85:14 agency [1] 69:11 agent [1] 17:11 agents [1] 60:16 agree [2] 70:8; 72:3 agreed [1] 17:13 agreed-upon [1] 16:5 agreement [33] 1:23; 3:8; 42:11, 12; 43:5; 50:8, 25; 56:23; 63:22; 64:5; 65:2; 67:13; 68:24; 69:11; 71:9; 76:22; 79:1, 19; 80:2; 83:17, 18, 19, 23; 84:9, 10, 13, 17; 86:12; 88:6, 16; 97:19; 98:1 agreements [8] 48:1; 50:7; 62:11; 69:12; 76:12, 15; 83:19; 84:20 ahead [9] 17:13, 17; 24:3, 4; 29:1; 32:2; 39:23; 54:21; 80:5	
..	3 [10] 3:9, 10; 31:22; 32:1, 11; 33:3; 35:1; 38:4; 39:4; 46:23 3,500 [1] 73:16 3 [1] 103:4 30 [3] 7:24; 46:13; 47:4 300 [1] 66:22 301 [1] 7:22 30th [3] 29:16, 20; 33:14 31 [2] 3:11; 60:8 35 [1] 73:15 360 [1] 2:9 37 [1] 3:13 3rd [1] 100:17	- 3 -  3 [10] 3:9, 10; 31:22; 32:1, 11; 33:3; 35:1; 38:4; 39:4; 46:23 3,500 [1] 73:16 3 [1] 103:4 30 [3] 7:24; 46:13; 47:4 300 [1] 66:22 301 [1] 7:22 30th [3] 29:16, 20; 33:14 31 [2] 3:11; 60:8 35 [1] 73:15 360 [1] 2:9 37 [1] 3:13 3rd [1] 100:17	- 7 -  7 [9] 3:16; 46:9; 52:10, 15, 21; 54:16, 19; 55:19; 57:9 71 [3] 14:15; 34:9, 12 714 [2] 1:15; 103:1 72 [1] 3:3 74 [1] 3:19 75 [1] 3:3 751-4857 [1] 2:14 751-6651 [1] 2:10 7800 [1] 2:13	above [1] 94:19 above-entitled [1] 1:21 above-referenced [1] 103:10 absolutely [1] 98:25 aca [6] 25:10; 41:2; 57:3, 5, 6; 93:5 account [1] 89:12 accountant [2] 38:22; 39:5 accounting [1] 48:15 accurate [9] 10:13; 32:15; 37:15; 38:12, 14; 50:17; 51:4; 59:4; 74:19 acquire [1] 78:5 acquires [1] 77:5 across [1] 25:9 act [2] 17:11; 69:1 acting [1] 60:15 action [2] 100:11, 15 activities [1] 27:11 activity [1] 10:19 actual [10] 1:5; 20:2; 40:5; 66:23; 67:2; 73:12; 93:2; 94:10, 11; 95:9 actually [28] 6:9; 9:12; 11:8, 14; 23:24; 30:24; 34:25; 40:16; 41:15; 45:1; 46:7; 48:21; 50:23; 53:22; 54:24; 57:1; 58:15; 59:21; 61:25; 65:23; 72:25; 73:17; 78:10; 82:6; 90:12; 94:13, 15, 16 added [6] 20:4, 5; 25:10, 11, 14; 94:4 adding [2] 7:16; 26:23 addition [1] 23:17 additional [6] 24:20; 25:24; 26:7, 8; 27:15; 44:2 additionally [1] 41:14 address [5] 7:19, 20, 21; 64:14; 66:16 adds [1] 94:1 adjust [1] 36:24 adjustment [4] 1:4, 5; 25:14; 93:22 admissible [1] 98:14 affect [2] 5:12; 62:4 affected [1] 83:14 after [12] 8:14; 11:9, 18; 17:5; 20:20; 28:4; 39:9; 64:3; 86:2 again [9] 33:19; 38:24; 39:8, 11; 41:10; 48:20; 73:22; 86:24; 87:9 against [1] 85:14 agency [1] 69:11 agent [1] 17:11 agents [1] 60:16 agree [2] 70:8; 72:3 agreed [1] 17:13 agreed-upon [1] 16:5 agreement [33] 1:23; 3:8; 42:11, 12; 43:5; 50:8, 25; 56:23; 63:22; 64:5; 65:2; 67:13; 68:24; 69:11; 71:9; 76:22; 79:1, 19; 80:2; 83:17, 18, 19, 23; 84:9, 10, 13, 17; 86:12; 88:6, 16; 97:19; 98:1 agreements [8] 48:1; 50:7; 62:11; 69:12; 76:12, 15; 83:19; 84:20 ahead [9] 17:13, 17; 24:3, 4; 29:1; 32:2; 39:23; 54:21; 80:5
.279 [1] 92:22 .555 [1] 93:9	3 [10] 3:9, 10; 31:22; 32:1, 11; 33:3; 35:1; 38:4; 39:4; 46:23 3,500 [1] 73:16 3 [1] 103:4 30 [3] 7:24; 46:13; 47:4 300 [1] 66:22 301 [1] 7:22 30th [3] 29:16, 20; 33:14 31 [2] 3:11; 60:8 35 [1] 73:15 360 [1] 2:9 37 [1] 3:13 3rd [1] 100:17	- 8 -  8 [12] 1:9; 3:17; 57:9; 58:8, 11, 21; 61:15, 19; 72:13; 75:25; 76:3; 96:17 8.98 [2] 82:12; 92:5 8.98.9 [1] 81:10 810 [1] 1:11	above [1] 94:19 above-entitled [1] 1:21 above-referenced [1] 103:10 absolutely [1] 98:25 aca [6] 25:10; 41:2; 57:3, 5, 6; 93:5 account [1] 89:12 accountant [2] 38:22; 39:5 accounting [1] 48:15 accurate [9] 10:13; 32:15; 37:15; 38:12, 14; 50:17; 51:4; 59:4; 74:19 acquire [1] 78:5 acquires [1] 77:5 across [1] 25:9 act [2] 17:11; 69:1 acting [1] 60:15 action [2] 100:11, 15 activities [1] 27:11 activity [1] 10:19 actual [10] 1:5; 20:2; 40:5; 66:23; 67:2; 73:12; 93:2; 94:10, 11; 95:9 actually [28] 6:9; 9:12; 11:8, 14; 23:24; 30:24; 34:25; 40:16; 41:15; 45:1; 46:7; 48:21; 50:23; 53:22; 54:24; 57:1; 58:15; 59:21; 61:25; 65:23; 72:25; 73:17; 78:10; 82:6; 90:12; 94:13, 15, 16 added [6] 20:4, 5; 25:10, 11, 14; 94:4 adding [2] 7:16; 26:23 addition [1] 23:17 additional [6] 24:20; 25:24; 26:7, 8; 27:15; 44:2 additionally [1] 41:14 address [5] 7:19, 20, 21; 64:14; 66:16 adds [1] 94:1 adjust [1] 36:24 adjustment [4] 1:4, 5; 25:14; 93:22 admissible [1] 98:14 affect [2] 5:12; 62:4 affected [1] 83:14 after [12] 8:14; 11:9, 18; 17:5; 20:20; 28:4; 39:9; 64:3; 86:2 again [9] 33:19; 38:24; 39:8, 11; 41:10; 48:20; 73:22; 86:24; 87:9 against [1] 85:14 agency [1] 69:11 agent [1] 17:11 agents [1] 60:16 agree [2] 70:8; 72:3 agreed [1] 17:13 agreed-upon [1] 16:5 agreement [33] 1:23; 3:8; 42:11, 12; 43:5; 50:8, 25; 56:23; 63:22; 64:5; 65:2; 67:13; 68:24; 69:11; 71:9; 76:22; 79:1, 19; 80:2; 83:17, 18, 19, 23; 84:9, 10, 13, 17; 86:12; 88:6, 16; 97:19; 98:1 agreements [8] 48:1; 50:7; 62:11; 69:12; 76:12, 15; 83:19; 84:20 ahead [9] 17:13, 17; 24:3, 4; 29:1; 32:2; 39:23; 54:21; 80:5	
- 0 -	3 [10] 3:9, 10; 31:22; 32:1, 11; 33:3; 35:1; 38:4; 39:4; 46:23 3,500 [1] 73:16 3 [1] 103:4 30 [3] 7:24; 46:13; 47:4 300 [1] 66:22 301 [1] 7:22 30th [3] 29:16, 20; 33:14 31 [2] 3:11; 60:8 35 [1] 73:15 360 [1] 2:9 37 [1] 3:13 3rd [1] 100:17	- 9 -  9 [14] 3:8, 19; 52:10, 21; 54:22; 56:1, 4; 57:9; 73:1; 74:9, 12, 17, 22; 86:15 90 [1] 3:4 91,500 [1] 34:21 95 [1] 3:4 96 [1] 3:5	above [1] 94:19 above-entitled [1] 1:21 above-referenced [1] 103:10 absolutely [1] 98:25 aca [6] 25:10; 41:2; 57:3, 5, 6; 93:5 account [1] 89:12 accountant [2] 38:22; 39:5 accounting [1] 48:15 accurate [9] 10:13; 32:15; 37:15; 38:12, 14; 50:17; 51:4; 59:4; 74:19 acquire [1] 78:5 acquires [1] 77:5 across [1] 25:9 act [2] 17:11; 69:1 acting [1] 60:15 action [2] 100:11, 15 activities [1] 27:11 activity [1] 10:19 actual [10] 1:5; 20:2; 40:5; 66:23; 67:2; 73:12; 93:2; 94:10, 11; 95:9 actually [28] 6:9; 9:12; 11:8, 14; 23:24; 30:24; 34:25; 40:16; 41:15; 45:1; 46:7; 48:21; 50:23; 53:22; 54:24; 57:1; 58:15; 59:21; 61:25; 65:23; 72:25; 73:17; 78:10; 82:6; 90:12; 94:13, 15, 16 added [6] 20:4, 5; 25:10, 11, 14; 94:4 adding [2] 7:16; 26:23 addition [1] 23:17 additional [6] 24:20; 25:24; 26:7, 8; 27:15; 44:2 additionally [1] 41:14 address [5] 7:19, 20, 21; 64:14; 66:16 adds [1] 94:1 adjust [1] 36:24 adjustment [4] 1:4, 5; 25:14; 93:22 admissible [1] 98:14 affect [2] 5:12; 62:4 affected [1] 83:14 after [12] 8:14; 11:9, 18; 17:5; 20:20; 28:4; 39:9; 64:3; 86:2 again [9] 33:19; 3	

<p>           ahold [1] 78:4            air [1] 86:6            all [43] 4:23; 14:19; 15:9; 16:24; 24:25;            25:16; 27:5; 30:14; 31:25; 35:15;            36:12, 14; 38:6; 39:19; 41:16; 42:19;            44:17; 46:8; 52:9, 11; 56:15; 58:2, 18;            59:9; 64:23; 68:3, 4; 77:1; 78:8; 79:8;            22; 80:11; 83:15; 84:2; 90:22; 92:12;            94:1, 19; 95:9; 98:1, 4, 13, 22            alleviate [1] 98:14            allocated [1] 26:3            allowable [1] 98:20            along [1] 50:20            already [1] 49:13            also [30] 12:25; 38:9, 10; 40:10; 42:7;            10; 49:20, 24; 50:20; 51:4; 54:25;            57:17; 68:6; 70:9; 72:21; 73:7; 80:23;            81:15; 82:5; 85:6, 17; 87:14; 91:11;            92:10; 93:17; 96:7; 97:2; 98:23; 99:1;            103:11            alternative [4] 13:22; 89:3; 91:17, 21            alternatives [2] 33:21; 88:11            always [2] 11:2; 80:11            am [2] 100:10, 12            among [1] 98:1            amount [8] 73:5, 12, 20; 79:14; 93:11,            12; 95:25; 96:4            annel [1] 37:19            another [5] 25:12; 27:12; 31:21; 50:1;            93:17            answer [8] 4:9; 5:8, 13; 43:22; 45:3;            80:5; 89:18            answering [2] 11:23; 21:12            answers [1] 78:20            anybody [3] 15:10; 27:23; 96:11            anymore [1] 48:3            anyone [5] 19:3, 23; 22:20; 28:4; 88:18            anything [21] 4:18, 25; 5:12; 6:24;            12:5, 6; 24:15; 27:23; 31:9; 36:7, 22;            37:1; 38:13; 39:16; 42:15; 44:24;            45:20; 64:2; 79:17; 83:9            anyway [1] 79:13            anywhere [2] 37:12; 66:4            apologize [1] 5:18            appear [4] 38:7; 39:18; 59:4; 98:15            appears [3] 38:12; 61:7; 100:6            apply [1] 67:23            approach [1] 79:12            approached [4] 10:19; 85:21, 23; 86:24            approved [1] 8:16            approximately [2] 34:24; 86:2            april [9] 20:19, 21; 29:16, 20; 62:12, 14;            74:24; 85:24            are [74] 5:15, 18; 6:2, 14; 8:4, 7; 9:19;            22:6; 30:4, 16; 31:25; 38:5, 15, 16;            41:1; 42:4, 14; 43:15; 45:5; 46:7; 47:6,            12; 50:3, 6, 17, 19, 20; 51:1, 3, 4, 5, 8,            9; 53:6; 54:4, 11; 59:2, 11, 13; 60:8;            61:23, 25; 62:9; 63:14; 64:23; 66:2, 18;            67:15, 20; 68:1, 5; 70:9; 74:25; 75:1;            76:14, 15; 77:1; 79:21, 22; 82:23;            83:18; 84:20; 85:4; 89:24; 90:3, 6;            97:1; 98:2, 4; 99:5            area [8] 7:18, 23, 25; 19:10, 18, 25;            24:1; 70:21            aren't [1] 48:4         </p>	<p>           arithmetic [1] 34:23            arose [1] 8:19            around [2] 15:11; 85:24            arranged [1] 65:17            arrangement [5] 36:17; 81:6; 84:5;            96:3, 12            arrangements [4] 76:20; 85:3; 89:16;            96:5            arrived [1] 65:22            aside [1] 53:23            ask [20] 4:11; 5:11; 8:23; 9:15; 10:9;            22:24; 34:6; 37:4, 5; 46:18; 51:19;            53:24; 54:24; 58:3; 59:7; 68:13; 70:3;            78:20; 81:5; 97:19            asked [8] 18:16; 48:21; 72:14; 76:9, 19;            77:18; 85:8; 89:15            asking [18] 4:8; 7:19; 19:6, 22; 21:20;            22:5, 6; 24:2, 9; 26:5; 38:3; 50:24;            54:22; 55:7; 60:3, 7; 74:5; 79:3            assigned [13] 102:5, 8, 10, 11, 13, 14,            16, 17, 19, 20, 22, 23            associate [1] 2:8            associated [3] 1:15; 75:11; 103:1            assume [1] 64:23            assuming [4] 63:11; 68:25; 83:6; 88:3            attached [3] 2:19; 58:14; 99:9            attention [1] 103:16            attorney [5] 2:3; 4:6, 15; 28:21; 100:13            august [9] 11:9, 14, 16; 12:11, 12; 21:7;            33:6, 11; 36:10            authority [2] 6:9, 13            authorized [1] 60:16            availability [4] 45:23; 73:17; 75:5, 13            available [2] 64:21; 91:18            average [1] 64:12            aware [5] 23:15; 24:16; 85:3, 16; 95:12         </p> <p>- B -</p> <p>           back [24] 8:18; 9:13; 11:17, 20; 13:6;            16:22; 20:3; 25:15; 34:6; 35:9; 36:15;            40:2; 44:3; 47:16, 19; 55:4, 10; 57:8;            63:6, 23; 66:14; 87:8; 98:17; 99:12            background [2] 6:19; 37:11            backwards [1] 75:19            bag [1] 12:23            bailey [2] 37:19; 46:14            balance [2] 38:23; 45:7            barry [3] 28:10; 35:23, 24            base [1] 41:3            based [1] 12:12            basically [2] 22:25; 83:19            basis [1] 81:7            be [78] 1:4; 4:8, 13; 8:12; 9:5; 11:23;            12:1, 3, 24; 14:22, 23; 15:6; 16:11;            17:10, 14; 18:8, 17, 18, 21; 22:10, 23;            23:5, 6, 7; 24:12; 27:3, 12; 30:22;            35:10; 38:12; 41:6, 25; 42:1, 2, 3, 9;            45:16; 47:16, 17; 48:2; 50:12; 52:9;            54:22; 59:4; 65:4, 12, 13, 15, 17; 66:19;            20; 67:3; 73:16; 76:6; 78:4; 81:23;            83:3, 14; 84:3; 86:19; 87:7, 12, 19, 20;            90:15, 20; 91:4, 6, 12; 92:3; 97:20;            98:12, 13, 21; 99:7, 9; 101:6; 102:4            beat [1] 87:13         </p>	<p>           became [4] 11:22; 21:2; 35:3, 21            because [21] 7:19; 15:9; 18:13; 21:10;            23:19; 30:23; 35:9; 36:16; 41:15;            44:15; 45:15; 51:19, 20; 78:19; 79:13;            86:10; 87:23, 24; 95:22; 96:5, 8            become [12] 7:10; 12:8; 14:18; 17:15;            23:3; 40:12; 44:16; 45:21; 57:18;            64:20; 66:17; 83:7            becoming [4] 15:9; 16:10; 64:16; 95:5            been [27] 5:21; 11:10, 22; 13:13; 16:21;            17:2; 19:25; 20:2; 33:25; 34:4; 36:4;            39:19; 46:16; 50:4; 55:5, 19; 58:2;            61:21; 62:3, 7; 75:8; 77:13; 80:8;            81:11; 86:9; 91:1; 97:18            before [24] 1:12; 6:6, 23; 7:1, 3; 9:23;            11:5; 36:3, 5, 7, 8; 40:2; 50:9; 51:25;            52:2, 24; 55:15, 22, 23; 82:14; 100:5;            102:3; 103:13            began [1] 12:7            begin [2] 65:5, 7            beginning [6] 10:7; 11:6; 50:22; 59:23;            82:3; 93:25            behind [1] 70:22            being [10] 4:1; 23:17; 27:5; 57:25;            72:15; 75:16; 81:13; 84:24; 92:4; 94:25            believe [38] 8:2; 18:20; 27:18; 28:12;            30:7; 33:10; 45:25; 48:12; 49:12;            51:12; 52:23; 55:13; 56:21; 57:9;            58:16; 59:9, 18; 68:8; 71:22; 75:17, 23;            76:6; 77:23; 80:18, 21; 81:15; 82:14;            85:24; 89:17; 92:10, 13, 21; 95:13;            96:7, 21; 97:14; 98:20; 99:5            benefit [4] 83:3, 15; 95:19; 96:11            benefited [3] 94:25; 95:22; 96:8            besides [3] 44:11, 21; 58:3            best [4] 8:15; 9:19; 17:9; 100:8            better [2] 11:6; 40:16            between [18] 1:9; 27:10; 40:3, 19, 20;            41:7, 19, 22; 44:9, 22; 59:12; 67:14;            72:17; 73:3; 82:21; 91:2; 94:10; 95:4            beyond [2] 47:23; 94:19            bid [1] 14:15            big [3] 12:5; 36:23; 91:15            bill [18] 1:7; 3:9; 4:1, 4; 73:20; 76:23,            24; 77:2, 5, 8, 9, 14; 100:6; 101:3, 15,            19; 102:2; 103:10            billed [2] 76:25; 77:1            billing [3] 45:8; 76:20, 25            bills [1] 93:3            bit [6] 6:22; 35:2; 48:5; 66:14; 72:9;            92:19            blue [1] 46:22            book [3] 34:21; 74:7, 20            booked [1] 48:14            borrow [2] 59:21; 74:6            both [7] 17:25; 25:9; 27:14; 40:7;            41:20; 49:17; 50:9            bottom [2] 61:25; 80:15            bought [6] 19:9, 17, 23; 25:4; 30:1, 11            box [4] 1:16; 2:9, 13; 103:2            break [9] 4:13, 15; 5:5; 24:24; 43:11,            13; 61:12, 13; 92:18            bring [1] 70:10            bringing [1] 87:8            briquets [1] 12:23            btus [2] 34:22         </p>	<p>           build [1] 32:23            building [1] 27:22            bundled [7] 69:23, 25; 70:4, 18; 71:6,            24; 76:19            business [7] 7:14, 20; 10:23; 22:24;            26:4; 98:17            buy [8] 12:22; 19:3, 6, 10, 24; 30:2;            41:3; 42:7            buying [2] 12:8; 41:20            by [86] 3:2, 3, 4, 5; 4:2; 7:20; 9:3, 10,            11; 11:19; 21:7, 10, 12; 27:5; 28:19,            23, 24; 31:23, 24; 32:6, 13, 16; 33:14;            37:8, 17, 19; 38:21; 40:1; 42:18, 19;            43:14; 46:17; 48:23; 49:3, 4, 15; 51:6,            22; 53:13; 54:3, 17, 18; 55:2, 3; 57:19;            58:9, 19; 61:14; 66:11, 12, 25; 68:10;            69:14, 25; 70:2; 72:10; 74:10, 11; 75:9,            20; 76:5; 79:7, 8; 80:18; 81:3; 82:10,            11; 83:10, 14; 86:24; 90:25; 91:6, 12;            95:16; 96:11, 15; 98:2; 99:8; 100:7, 8,            11, 13            byproduct [1] 91:24         </p> <p>- C -</p> <p>           c [1] 2:1            call [5] 17:13; 31:1, 8; 36:24; 82:23            called [8] 11:10; 13:19; 14:20; 17:18;            25:13; 38:18; 41:11; 77:13            came [9] 17:10; 20:7, 24; 22:15; 31:14,            20; 34:8; 39:9; 92:13            can [32] 4:19; 7:19; 9:8, 20; 12:24;            21:24; 24:23; 25:1; 28:14; 33:11;            34:22; 37:6, 9; 38:11; 41:18; 43:10, 24;            47:14, 18, 19; 55:17; 61:11; 67:18;            81:21; 86:6; 94:7; 95:22; 96:16; 97:21;            98:16, 17, 25            can't [3] 4:24; 47:21; 81:24            canceled [2] 73:4; 86:14            capacity [7] 28:3; 70:20; 71:13, 16;            78:6; 87:10; 90:9            care [3] 27:14; 28:10; 78:13            carrying [1] 52:10            case [7] 1:4; 26:20; 35:8; 36:20; 71:17;            78:10; 103:11            cases [2] 41:16; 78:8            cause [1] 1:22            cc [1] 103:21            ccfs [2] 73:10, 15            ccr [5] 1:14; 100:4, 20; 102:24; 103:19            cent [1] 25:14            central [2] 65:14; 71:18            cents [5] 14:15; 25:9, 11; 34:9, 12            certain [1] 68:23            certainly [4] 34:1; 52:11; 70:1; 97:23            certificate [1] 100:1            certify [2] 100:6; 101:3            chance [5] 29:3; 38:10; 52:17; 56:6;            97:21            change [28] 13:21; 16:10; 30:19; 73:7,            9, 12, 21, 22, 24; 74:1, 3; 79:6; 86:7;            87:18, 22; 102:5, 7, 8, 10, 11, 13, 14,            16, 17, 19, 20, 22, 23            changed [9] 63:12; 72:16; 73:11, 14,            15, 23; 75:14; 86:21; 87:20         </p>
---	---	---	---

changes [13] 42:14; 62:4; 63:4; 72:16; 74:22; 75:3, 8; 97:5, 8; 101:5, 8; 102:4; 103:13	competitive [4] 15:7; 25:17; 87:13; 91:18	51:14; 53:24; 55:10; 59:4; 65:4; 73:1; 74:7, 19; 103:10, 12	28:11; 35:5, 19, 20; 36:22; 38:1, 7; 39:10, 11, 19; 40:4, 7, 9, 22, 23; 41:1, 8, 11; 42:4, 20; 43:7; 44:13, 23; 45:11; 47:8, 11, 15, 25; 50:4, 10, 21; 57:12, 13, 16, 17, 22, 24; 58:1, 3, 4; 66:7; 68:20; 69:5, 6, 8, 11, 14; 70:9; 71:4, 15, 25; 76:21; 77:1, 6, 19; 79:19, 21; 80:7; 83:3, 5, 11, 13; 84:2; 88:16, 18, 19; 89:22, 25; 90:19; 91:7, 12; 93:3; 94:25; 95:1, 11, 18; 96:8; 97:6
changing [1] 17:14	complaining [1] 33:19	corner [3] 59:8, 19; 60:8	customers' [1] 76:12
characterize [5] 9:21; 23:23; 41:10, 12; 81:13	complaint [1] 13:11	correct [44] 8:2; 20:9, 15; 21:8; 23:19; 24:6, 11, 12; 28:11, 15; 27:8, 19; 29:13; 31:2, 6; 41:20; 57:6; 62:1; 67:4, 8; 68:14; 69:8, 15, 19, 23; 71:19, 25; 72:5; 73:18; 76:1; 80:18; 84:10; 86:22; 88:12, 23; 91:4, 13; 92:19; 93:6, 18; 94:5; 95:20; 101:7, 11	- D -
charcoal [3] 12:22, 25; 13:2	complaints [1] 62:17	costs [11] 26:3, 6; 27:5; 66:18; 77:10; 89:23; 91:1, 3, 11; 94:5, 19	d [1] 3:1
charge [17] 16:7; 20:3; 24:13; 25:8, 18, 20; 66:20, 23; 67:1, 11, 18; 76:10, 11; 93:1, 5, 17	complete [3] 10:3; 32:18; 51:9	could [60] 8:15, 25; 9:6, 12, 22; 13:3; 14:16, 18; 15:4, 5, 6, 10, 12; 17:7; 23:3; 25:18; 28:13, 25; 32:2; 33:21, 22; 34:2, 25; 37:20; 40:14; 46:4, 21, 23; 48:2; 49:5, 6; 52:8, 11; 53:22; 54:25; 55:5, 20; 58:10, 20; 60:8, 8, 13; 63:7, 12; 64:2; 72:20; 74:12; 78:12, 14, 19; 79:14, 18; 80:12; 87:12, 20; 89:3; 96:17; 97:10; 98:23	daily [1] 6:16
charged [7] 24:24; 25:23; 43:18; 48:12; 92:4; 95:9	completing [1] 11:18	couldn't [5] 63:8; 78:25; 79:10, 17; 86:9	date [15] 10:16, 19; 12:9; 20:18; 21:2, 11; 29:12, 15; 33:3, 7, 13; 36:1; 47:3; 63:6; 103:15
charges [4] 67:15; 82:24; 90:19; 92:12	compliance [1] 22:23	counsel [14] 2:8, 11, 13; 69:24; 75:22; 76:9, 19; 80:23; 85:6, 17; 95:17; 98:2; 100:10, 13	date's [1] 29:16
charging [2] 23:22, 24	complied [9] 13:5; 29:2; 32:4; 37:22; 46:25; 49:8; 52:13; 54:20; 72:22	county [6] 1:12, 21; 100:3, 17, 21; 101:2	dated [1] 10:17
cheaper [3] 62:19; 89:4, 6	comply [1] 22:21	couple [4] 13:13; 56:3; 75:18; 87:6	dates [4] 10:19; 46:5; 61:23, 25
chemicals [1] 13:1	component [1] 25:12	course [1] 10:22	day [7] 1:8, 10; 16:24; 27:22; 90:11; 100:17; 101:12
choice [1] 57:4	compress [1] 12:23	court [7] 1:15; 4:23; 28:14; 35:1; 55:17; 99:11; 103:1	deal [8] 8:20; 11:9, 18; 12:17; 35:5; 57:23; 78:19; 79:11
choose [1] 89:1	computer [2] 27:2, 4	cover [1] 90:20	dealing [4] 10:23; 34:7; 64:1; 78:18
chose [1] 89:2	concerns [1] 78:1	covered [1] 31:4	dealings [1] 35:18
chris [2] 13:18, 23	conditions [5] 5:12; 18:17; 64:23; 68:5; 74:25	covers [1] 10:7	deals [1] 39:9
city [17] 1:12, 16; 2:5, 10, 14; 68:16; 70:11, 15, 22; 71:10, 11, 12, 18; 100:16; 103:2, 7	confidence [1] 80:9	created [1] 77:2	dear [1] 103:9
clarify [1] 81:5	confidential [4] 28:17; 97:22; 98:4, 5	credited [1] 83:3	december [1] 73:4
clarifying [1] 75:18	confidentiality [1] 97:22	cross-examination [4] 3:2, 3; 68:10; 75:20	decide [1] 8:15
class [3] 14:17; 17:15; 65:5	consider [3] 22:22; 27:13; 97:8	csr [5] 1:14; 100:4, 20; 102:24; 103:19	decided [1] 19:22
classes [1] 57:16	considerably [2] 13:12; 62:19	current [7] 7:11, 17; 14:17; 18:17; 47:6; 59:5; 73:3	decision [1] 48:8
clear [3] 94:19; 97:9, 25	considered [2] 22:23; 88:19	currently [5] 6:15; 38:16; 59:13; 68:20; 79:15	decisions [2] 53:12, 17
close [2] 33:11; 79:11	considering [1] 97:4	customer [106] 8:5, 7, 8; 11:1; 14:4, 7, 8, 9, 17, 18; 15:5, 6, 9, 15, 19, 20, 22; 16:11; 17:12, 15; 18:10; 21:19, 21; 22:7, 9, 12; 23:3; 27:8, 17; 30:8; 40:13; 41:3, 4, 13, 23; 42:1; 44:6, 10, 14, 16; 45:15, 21, 22; 46:2; 47:20; 51:2, 3; 57:18; 61:3, 9; 62:16, 20, 25; 63:13, 16, 18; 64:11, 17, 20, 24, 25; 65:8, 18; 66:17, 18, 19, 20; 67:3, 12, 14; 68:14, 15; 69:22; 70:7; 72:4; 73:6; 76:9, 11; 77:4; 79:13, 16, 17; 81:8, 17; 82:13, 22; 83:20; 84:13, 17; 85:8, 15, 18, 20, 21, 25; 86:19; 87:8, 15, 25; 89:21; 92:7, 9; 97:6	declare [1] 101:10
closer [1] 48:5	consist [1] 9:25	customer's [2] 41:25; 70:23	declaring [1] 97:25
cole [6] 1:12, 21; 100:3, 17, 21; 101:2	consistency [1] 91:25	customers [98] 3:13; 6:8; 7:15, 16; 8:21; 9:15; 10:23, 24; 12:5; 20:9; 23:18; 24:6, 14, 18; 25:18; 26:9; 27:15;	declassifying [2] 97:21; 98:8
collecting [1] 93:14	consistent [2] 76:10		defense [1] 32:22
college [1] 6:22	constitutes [1] 57:10		defer [2] 21:24; 40:16
color [1] 46:22	consult [1] 53:16		define [1] 69:24
come [11] 9:15; 14:25; 21:23; 22:17; 31:8; 34:24; 35:9; 47:19; 78:19; 80:12; 88:7	consumption [1] 62:24		definitely [2] 21:7; 45:14
comes [2] 11:1; 74:17	contact [9] 13:7, 9; 35:19, 21; 64:18; 78:11, 22; 86:3		definition [1] 60:11
comfortable [9] 18:14; 41:17; 64:1; 65:25; 77:24; 78:18; 83:7; 88:1, 4	contacted [12] 8:5; 13:10, 16, 18; 14:3, 11; 33:14; 62:16; 63:5, 22; 87:16, 17		definitions [1] 60:10
coming [1] 83:6	contacts [1] 66:15		degree [2] 6:22; 90:5
commercial [1] 28:8	contain [1] 34:22		deliver [3] 65:3; 70:15; 78:7
commission [16] 1:2, 11, 22; 2:6, 8; 4:8; 22:17, 21; 37:18; 52:1; 54:8; 55:16, 22; 59:14; 100:18; 101:17	contained [3] 76:15; 83:24; 86:14		delivered [7] 8:12; 65:12, 13, 15; 68:16; 71:9, 11
commissioned [2] 1:21; 100:21	contains [2] 34:21; 83:17		delivers [1] 65:18
commit [1] 79:17	contemplate [1] 72:4		delivery [1] 41:25
commodity [7] 66:23, 25; 67:2; 70:19, 20; 74:2; 95:2	contemplates [1] 66:6		deponent [1] 102:4
communicate [1] 64:19	continue [3] 28:3; 47:22; 48:8		deposition [12] 1:7; 4:7; 82:10; 98:13; 100:5, 7, 12; 101:4, 6, 9; 102:3; 103:10
communicated [2] 41:16; 78:16	continuing [1] 47:9		describe [1] 33:18
companies [6] 38:5; 50:3; 56:24; 67:19; 80:11	contract [21] 19:11; 21:22, 25; 38:9; 46:8, 10, 15; 56:18, 19; 65:2; 69:1; 82:19; 83:8; 84:3, 4; 88:22, 25; 90:16; 95:19		described [11] 18:11; 23:18; 25:21; 33:16; 38:4; 40:18; 50:9; 53:6; 77:8; 78:2, 3
company [43] 1:4; 2:2; 5:20, 22, 25; 11:10; 12:17, 19; 21:17; 27:14, 19, 21; 28:5; 30:17; 31:3; 35:21, 25; 41:24; 53:10; 60:1, 2, 11, 14, 15; 61:5, 8; 64:18; 66:15; 67:14; 80:3; 81:11; 82:25; 84:14, 16, 18; 85:7, 14, 22; 90:9; 93:13; 96:1	contractor [1] 32:22		describes [1] 33:10
company's [1] 96:8	contracts [26] 3:12, 14; 6:10; 8:2; 19:15, 20; 25:9; 36:8; 37:5; 38:16; 46:8; 47:2, 6, 13, 23; 49:17; 50:18; 51:9; 66:1, 9; 69:19; 76:12; 90:2, 3, 4		describing [2] 29:8; 32:9
compare [3] 34:19; 45:17; 53:24	contractual [1] 36:6		description [1] 42:7
compared [2] 89:13; 95:23	contributed [3] 57:3; 83:1, 2		desired [1] 103:13
compares [1] 34:17	contributing [2] 57:5		details [4] 17:20; 35:10, 11; 36:19
compete [5] 14:16; 47:14; 48:2; 63:8; 89:6	control [3] 6:1, 2; 66:2		determine [3] 9:19; 49:6; 64:21
	controller [1] 48:18		determining [1] 8:14
	convenience [1] 9:7		didn't [33] 15:10; 18:13; 20:11; 22:22,
	conversation [1] 9:18		
	conversion [2] 7:14; 34:1		
	convert [4] 16:18, 22, 25; 89:2		
	converted [5] 16:20; 33:23, 24; 34:2; 91:20		
	converting [1] 7:15		
	copier [1] 26:23		
	copies [4] 50:17; 51:4, 9; 98:23		
	copy [14] 10:13; 21:23; 32:15, 18;		

24; 23:5, 6, 7, 9, 10; 24:4; 26:17; 27:10, 23; 28:3; 35:13; 38:5, 6, 15; 38:14, 24; 45:3; 53:18; 57:2, 14; 62:25; 63:5; 71:20; 78:8, 16, 18; 89:19; 96:11 difference [18] 24:10; 40:3, 5, 19, 20, 25; 41:7, 18; 43:19; 44:9, 12, 22; 45:10; 73:2; 82:21; 94:10; 95:4, 24 differences [4] 41:22; 44:25; 45:8; 59:12 different [2] 36:17; 45:20 differently [1] 19:24 difficult [1] 16:21 direct [6] 3:2; 4:2; 51:15; 78:20; 83:18 direction [1] 100:10 disagree [2] 53:1; 56:8 discount [1] 95:10 discuss [4] 6:8; 8:15; 12:4; 17:19 discussed [15] 14:21; 15:3; 17:9; 45:23; 47:8; 64:4, 6; 69:6; 77:23; 80:23; 84:7; 85:17; 88:10; 97:12, 18 discusses [1] 81:15 discussing [4] 6:12; 22:14; 58:2; 71:22 discussion [8] 9:2; 15:2; 32:5; 39:25; 51:21; 54:2; 58:7; 74:8 discussions [2] 39:8; 77:19 distinct [2] 61:5; 77:2 distinction [1] 27:10 distinctly [1] 76:24 divide [1] 34:23 docket [1] 97:19 document [28] 10:3, 11, 14, 16, 17; 11:2, 8, 11, 17; 12:11, 15, 17; 32:16; 33:8, 10; 36:15; 37:14, 19; 38:17; 51:23; 52:2, 12; 55:23; 56:1; 59:2, 12; 98:2; 99:12 documentation [1] 3:10 documented [2] 11:9; 32:25 documents [1] 53:24 does [20] 5:7; 9:25; 12:17; 15:18; 22:20; 34:19; 37:25; 38:2; 39:21; 44:7; 59:4, 6; 61:1, 2; 64:10, 24; 67:23; 82:5; 85:10, 13 doesn't [2] 10:19; 85:12 doing [12] 7:6; 12:2; 19:12; 26:13; 27:4, 11, 12; 41:17; 54:9, 22; 75:9; 80:9 dollars [2] 16:14; 93:9 done [7] 11:10; 19:24; 36:8; 37:20; 39:10; 47:6 dority [2] 2:4; 103:8 douglas [1] 2:12 down [10] 4:23; 14:22, 24, 25; 24:24; 25:25; 56:12; 59:7; 82:1; 92:18 drink [1] 4:14 driven [1] 26:18 dry [1] 91:25 duty [2] 60:15; 100:7 during [2] 13:14; 62:14 duties [5] 6:2; 8:1, 18; 60:17; 61:2	96:21 early [2] 62:12; 74:23 easily [2] 33:22; 34:3 east [1] 7:22 easy [1] 33:25 education [1] 6:21 educational [1] 6:19 effect [6] 38:18; 59:13; 61:19; 73:3; 74:23; 86:16 eighth [1] 5:23 either [5] 23:8; 47:18; 50:21; 51:1; 98:5 elaborate [1] 77:25 elected [1] 45:13 electric [4] 46:9, 10; 50:2; 62:21 electrician [1] 7:4 electronic [1] 49:19 eligible [2] 87:14; 97:6 else [9] 4:14; 6:24; 19:3, 7, 23; 22:20; 33:21; 44:25; 49:22 emergency [1] 42:2 employed [4] 5:15, 18; 100:11, 13 employee [5] 5:19, 21; 7:7; 26:14; 100:13 employees [1] 60:16 enables [1] 90:10 enclosed [2] 103:10, 11 enclosure [1] 103:20 encompasses [1] 39:19 end [2] 82:2; 93:24 ended [1] 28:4 enough [4] 23:12; 35:10; 53:11; 63:8 entail [2] 4:8; 18:11 enter [7] 6:10, 11; 65:1; 79:18; 80:2; 84:4; 88:16 entered [12] 21:23; 42:10, 12; 47:25; 50:7; 67:13; 69:1; 83:8; 84:5; 88:21; 95:19; 96:5 enterprises [1] 30:10 entirety [2] 98:3, 13 entity [1] 64:15 equipment [2] 26:22; 32:23 errata [4] 102:1; 103:11, 13, 15 essence [2] 23:16; 43:8 essentially [7] 16:17; 19:14; 27:21; 30:8; 41:13; 42:4; 69:22 established [1] 80:6 estimate [1] 6:5 evaporators [1] 16:16 even [3] 24:20; 42:23; 79:12 events [5] 11:12; 30:8; 33:10, 17; 53:5 ever [9] 31:11; 36:8; 45:22; 52:2; 53:16; 63:21; 88:18; 95:10; 97:8 every [1] 36:11 everything [4] 4:23; 12:4; 36:11; 74:16 exact [7] 12:9; 16:14; 20:18; 21:11; 24:2; 53:25; 55:7 exactly [17] 16:8, 23; 17:4; 18:7; 21:4; 22:3, 4; 43:25; 44:1; 48:1, 6; 53:21; 66:2; 67:9; 79:4; 84:8; 93:4 examination [8] 3:2, 3, 4, 5; 4:2; 72:10; 90:25; 96:15 examined [1] 1:8 example [1] 8:8 exceeded [1] 86:10 except [2] 83:20; 89:10 excess [1] 64:13	executed [1] 101:12 exhibit [72] 2:18; 3:7, 9, 10, 12, 14, 15, 16, 17, 19; 9:5, 9, 22; 13:3, 6; 25:2; 28:13, 20, 22; 29:3, 10; 30:5, 8; 31:21, 22; 32:9, 11; 33:3; 34:7; 37:7; 38:5, 6, 7; 39:15, 18; 40:3, 14, 16, 17; 46:4; 49:2, 5, 10, 16; 52:18; 53:25; 54:16, 19; 55:1, 5, 19; 57:9; 58:8, 11, 20; 59:21; 61:15, 19; 72:13; 73:1; 74:9, 12, 17; 75:25; 76:3; 81:1, 5; 83:16, 17, 24; 86:15; 98:17 exhibits [10] 3:6; 28:16; 34:25; 38:4; 39:4; 88:22; 98:3, 13, 24; 99:9 expected [1] 90:20 expensive [1] 16:22 experienced [1] 38:9 expertise [1] 78:9 expiration [2] 46:5; 88:25 expire [5] 46:7, 9, 13, 19; 47:2 expires [2] 100:18; 101:17 explain [7] 76:20; 81:21, 24; 87:14; 90:1, 6; 95:22 explained [2] 78:11; 87:9 expressed [1] 81:9 extra [2] 23:19; 24:10 extremely [2] 33:19; 81:14	financially [1] 100:14 find [7] 17:8; 33:21; 40:10; 41:14, 15; 47:18; 103:10 finding [1] 16:14 fine [4] 58:12; 97:24; 98:16, 19 finished [1] 40:17 firm [1] 43:8 first [12] 7:6; 10:18; 27:18, 22; 28:21; 31:5; 33:13; 42:3, 19; 77:7; 82:19; 85:23 fischer [47] 2:3, 4; 3:3, 4; 5:6; 28:15; 37:11; 40:14, 17; 43:12; 48:19; 49:12, 14; 51:17, 18; 55:11; 58:10, 12; 69:24; 72:19; 75:18, 20, 24; 76:2, 5; 79:6, 7; 80:18; 81:1, 3; 82:11; 90:22; 91:2; 95:16; 96:14; 97:16; 98:5, 10, 11, 19, 23; 99:5, 10, 14; 103:5, 6, 9 five-minute [2] 43:10; 61:12 fixed [8] 42:11, 13; 90:1, 3, 10, 15; 91:1, 3 flour [3] 91:22, 23, 25 fluid [2] 12:25; 13:2 folks [3] 23:17; 26:18; 91:10 follow-up [2] 48:25; 90:24 following [1] 102:4 follows [1] 4:1 force [2] 46:7; 59:5 foregoing [4] 100:5, 7; 101:4, 10 form [6] 3:19; 12:24; 79:2; 84:1, 4; 101:5 formerly [2] 15:24; 65:13 forward [1] 8:17 four [1] 28:1 frame [3] 33:12; 57:21; 62:11 franson [70] 2:7; 3:2, 3, 4, 5; 4:2, 5; 8:25; 9:3, 7, 11; 28:18, 19, 24; 31:24; 32:6; 37:6, 9, 13, 16, 17; 39:22; 40:1; 43:10, 14; 46:17; 48:21, 25; 49:4, 12, 15; 51:19, 22; 53:22; 54:3, 18; 55:3; 58:5, 10, 13, 19; 61:11, 14; 68:8; 71:22; 72:9, 10; 74:6, 11; 75:16, 24; 76:4; 79:2; 80:4; 81:1; 90:24, 25; 95:13; 96:15; 97:14, 23; 98:7, 11, 20, 25; 99:5, 11, 15; 103:15, 21 free [1] 52:8 from [43] 3:9; 6:4; 7:13, 16, 24; 9:13; 12:22; 16:18; 17:8; 25:25; 29:9; 30:2; 31:14, 20, 25; 32:1; 33:15, 24; 50:21; 51:1, 3; 56:18; 58:17; 60:21; 61:5; 67:18; 68:22; 70:20, 22; 71:5; 73:15; 74:17; 77:2, 11, 14; 78:7; 80:11; 82:22; 83:3, 15; 86:7; 94:25; 95:19 front [6] 51:23; 55:5, 14; 57:8; 61:15; 72:12 frustrated [1] 79:11 fuel [6] 80:11; 86:7; 89:3, 6; 91:21; 96:5 fuels [1] 91:18 full [2] 42:21; 44:4 fund [2] 83:1, 2 further [13] 3:4, 5; 17:19; 18:23; 28:12; 39:22; 51:12; 75:17; 90:25; 95:14; 96:15; 97:15; 100:12 future [1] 16:22
- E -		- F -	
e [4] 2:1, 12; 3:1 each [4] 50:21; 59:8; 61:25; 77:3 earlier [5] 27:18; 69:4; 70:6; 81:22;		f [2] 3:15, 16 face [1] 38:13 facilities [3] 8:12; 12:22; 68:25 facility [2] 36:25; 86:5 fact [9] 14:4, 25; 18:4; 33:7; 39:9; 44:23; 56:15; 58:16; 60:6 factors [1] 1:4 factory [1] 32:24 failed [1] 80:13 fair [16] 10:22; 23:12; 32:15; 48:7; 50:17; 51:4, 8; 53:11; 54:11; 59:4; 67:10; 68:3; 72:6; 73:2; 74:19, 23 fairly [2] 37:15; 79:24 fall [1] 76:16 familiar [6] 38:1; 54:12; 59:2, 13; 80:10; 90:4 familiarity [2] 54:5; 58:21 far [6] 18:7; 37:12; 52:13; 72:1; 75:13; 85:12 fashion [1] 93:23 fax [2] 27:1; 103:3 february [3] 1:9; 53:6; 103:10 feddersen [5] 1:14; 100:4, 20; 102:24; 103:19 fee [5] 23:22; 56:19; 90:8, 10 feel [3] 18:13; 64:1; 78:8 fees [1] 90:17 fell [2] 36:8; 82:3 felt [1] 25:17 few [2] 68:11; 81:22 field [2] 35:19; 70:21 file [8] 3:9; 11:24; 22:16; 29:8, 25; 54:6; 59:14; 80:24 filed [1] 97:18 filing [3] 25:13; 93:21; 103:15 final [1] 48:7	- G -

gallon [4] 34:13, 14, 16, 20 gallons [1] 34:24 gas [214] 1:4; 2:2; 3:7, 18; 5:19, 22, 24; 6:1, 2, 4, 6, 23, 24; 7:2, 5, 15; 8:8, 10; 9:16; 12:8; 13:11, 20; 14:5; 15:7, 11, 13, 16, 23; 16:1, 4, 6, 18; 17:8, 12, 16; 18:12, 14, 21, 22; 19:3, 7, 9, 10, 15, 23, 25; 20:2, 6; 23:5, 13, 20, 24; 24:7; 25:4, 9, 22, 23, 24; 26:4, 8, 14; 27:8; 29:9; 30:1, 11; 33:25; 34:5, 17; 38:22, 23; 40:10; 41:3, 4, 13, 14, 20, 25; 42:1, 2, 7, 11, 12, 17, 20, 24; 43:3; 45:8, 10; 47:18, 19; 49:18; 50:4, 10, 24; 53:5; 54:6; 56:18, 23, 25; 57:1; 59:14; 60:4, 15; 61:4; 62:17, 24; 63:7, 18, 24; 64:4, 12, 21; 65:3, 7, 9, 11, 18, 23; 66:3, 6, 11, 12, 24; 67:2, 3, 8, 11, 14, 16, 18; 68:4, 16, 22; 69:7, 10, 13, 15, 21; 70:8, 11, 14, 18, 19; 71:6, 8, 9, 11, 17, 24; 77:3, 5, 9, 11, 20, 21; 78:6, 8, 79:19; 80:3, 8, 14; 81:12, 16, 25; 82:6, 9, 22, 23; 83:11, 14, 23; 84:13, 16, 17, 18, 23; 85:2, 7, 8, 14, 22; 87:10; 88:5; 92:6, 11, 19; 93:2, 24; 94:10, 11, 23; 95:2, 8, 10; 96:8, 13; 101:19; 102:2; 103:8 gas's [2] 69:18, 19 gate [9] 68:17; 70:11, 15, 22; 71:10, 11, 12, 19 gathering [1] 70:21 gave [3] 34:9; 42:7; 55:10 general [7] 2:8; 9:18; 28:9; 35:20, 22; 58:21; 89:12 generally [2] 35:2; 66:17 gentleman [1] 17:24 gentlemen [1] 34:8 get [30] 4:14; 11:6; 15:5, 6; 17:11, 19; 19:17, 20; 53:23; 58:21; 63:12, 23; 65:12; 68:22; 70:14; 78:4, 6, 13, 14, 20; 79:17; 81:21; 83:3; 87:10, 20; 89:3; 98:17, 23; 99:12 getting [4] 8:4; 70:10; 72:4; 77:11 give [3] 21:23; 35:1; 79:16 given [3] 65:4; 87:11; 100:16 go [44] 8:17, 25; 11:17, 20; 13:21; 14:18; 15:10, 12; 17:7, 11, 13, 17; 18:4, 13; 24:3, 4; 29:1; 30:11; 32:2; 34:6; 36:15; 37:4; 39:23; 40:2; 41:14, 15; 44:3; 45:16; 47:15, 18; 52:13; 54:21; 55:4; 64:16; 65:8; 66:14; 71:16; 74:7; 75:19; 80:4; 81:4; 82:24 goes [2] 37:12; 58:17 going [35] 4:8; 5:23; 6:5; 9:4, 5; 13:20, 21; 14:22; 18:9, 14; 19:3, 6, 24; 22:9; 24:21; 28:20; 31:21; 34:23; 35:9; 37:4; 42:14; 47:15; 48:4; 51:19; 52:21; 57:8, 14; 68:15; 74:7; 77:24; 79:12; 80:9 gone [5] 21:10; 26:18; 66:18; 83:6; 89:22 good [5] 11:23; 12:2, 3; 27:16; 34:3 got [16] 6:21; 14:24; 23:4; 39:24; 57:8; 66:1, 2, 3; 71:5; 72:12; 75:18; 80:11; 82:22; 90:23, 24; 94:22 gr-2001-388 [1] 1:4 greater [2] 43:17; 89:16 grind [1] 91:25	group [1] 49:17 grove [3] 7:22, 23; 27:23 guess [3] 68:25; 92:14; 97:17 [22] 3:7; 10:8; 12:18, 19; 13:7, 23; 14:3; 16:10; 17:21; 19:12; 20:8; 21:16; 24:13, 24; 26:8; 30:13, 16, 24, 25; 33:25; 36:20; 49:23 guys [1] 16:24  - H -  habit [1] 30:23 had [47] 8:19; 11:10, 21, 22; 13:13; 14:14, 15; 16:15; 20:8; 26:22; 29:3; 33:20; 37:23; 38:10; 49:9; 50:15; 52:17; 55:23, 25; 58:6, 12; 57:1, 4, 21; 58:23; 62:23; 64:21; 65:23, 24; 66:10; 69:6; 72:23; 77:19; 78:9; 79:13; 80:17; 83:5, 6, 7; 88:3, 15; 89:13; 91:9; 93:13; 96:6 hadn't [1] 11:5 hand [13] 7:13; 9:4; 13:3, 6; 14:15; 27:11; 28:13, 20, 21; 31:21; 40:14; 55:17; 72:19 handing [1] 46:21 handle [2] 45:7, 9 hands [1] 28:1 handwritten [1] 3:10 happen [4] 16:3; 63:20; 65:11; 83:9 happened [3] 13:17; 17:5; 32:21 happy [1] 78:5 hardly [1] 35:15 hate [1] 21:9 haven't [2] 48:7; 52:25 having [5] 20:3; 36:8; 64:3; 68:16; 101:8 hc [1] 58:16 he [44] 5:7; 8:16; 11:21; 12:3; 13:25; 14:2, 3, 11, 14, 15, 18, 19, 22, 24, 25; 15:1, 11; 17:12, 13, 19; 33:18; 35:24; 38:7; 38:23; 53:8, 10; 78:25; 79:10, 11, 12, 13, 14, 15, 16; 80:21; 98:17 he's [3] 17:24; 34:11; 53:2 head [1] 4:25 hear [1] 45:3 heard [3] 31:11; 38:20; 39:7 hearing [3] 98:14; 99:7, 13 heat [1] 89:12 heating [1] 34:4 heavy [1] 32:23 held [7] 9:2; 32:5; 39:25; 51:21; 54:2; 58:7; 74:8 help [7] 15:12, 13; 17:8, 11; 41:14, 18; 46:5 here [18] 4:7; 11:8; 18:20; 19:5; 21:9; 24:10; 31:4; 33:13; 39:24; 52:14; 59:25; 61:8; 66:5; 73:2; 81:2; 98:2; 99:1, 2 hereby [3] 100:6; 101:3 herein [1] 60:14 high [9] 1:15; 6:21; 33:19; 62:18; 63:8; 81:13, 14; 94:22; 103:1 higher [4] 13:12; 57:1; 62:24; 81:23 highly [2] 98:4, 5 hill [2] 39:7; 48:18	him [15] 14:17, 21; 15:2; 17:7, 18, 23; 22:24; 28:21; 33:20; 38:23; 48:21; 78:18; 79:3, 18 his [9] 13:19; 14:15, 17; 22:23; 33:19, 20; 53:9; 77:5; 78:25 historically [1] 80:10 hold [2] 34:14; 72:18 honest [1] 23:5 honestly [1] 21:11 hooked [1] 16:16 hopefully [1] 5:6 hoping [1] 51:17 host [1] 69:3 hours [1] 1:9 how [41] 5:15, 18, 21; 8:15; 9:19, 21, 25; 11:20, 25; 15:18, 20; 16:9, 13, 17; 21:16; 22:1; 23:4, 23; 24:23; 34:16, 19; 35:10; 52:13; 64:18; 65:12; 66:17, 21; 68:3, 12; 72:14; 73:14; 76:23; 81:12; 90:6, 7; 93:8; 94:13, 21, 22; 99:2 however [4] 42:23; 53:4; 91:9; 97:24 hypothetically [1] 16:20  - I -  i'd [17] 8:9, 15, 17; 9:21; 18:18; 21:9; 23:12; 45:14, 16; 52:4; 59:16; 65:21; 72:6; 77:7; 78:4; 81:4; 83:16 i'll [7] 4:21; 21:23; 23:5; 53:24; 54:22; 79:6; 82:23 i'm [53] 4:5, 8; 5:17, 19, 23; 6:1; 7:18; 9:4; 11:5; 14:1; 17:17; 18:25; 19:22; 22:3; 23:15, 23; 24:2, 16; 26:5; 28:20; 30:7; 31:21; 32:2; 36:1, 3; 37:4, 5; 38:3; 43:25; 45:3, 18; 46:21; 47:2; 48:19; 51:19; 55:7; 58:12; 60:3, 7; 65:25; 66:2; 68:12, 25; 74:5, 7; 75:9; 85:16; 90:4; 94:15; 95:12; 96:17; 98:16 i've [11] 6:21; 38:20; 39:7, 24; 66:1, 2, 3; 72:5; 75:18; 90:23, 24 idea [8] 11:24; 12:2, 3; 17:18; 23:9; 39:12; 46:22; 47:9 identification [9] 9:9; 28:22; 31:22; 37:7; 49:2; 54:16; 55:1; 58:8; 74:9 imbalances [1] 75:11 immediate [2] 14:21; 93:23 immediately [5] 7:3; 30:19; 36:3, 5; 82:3 implemented [4] 20:8, 14, 18, 25 implications [1] 89:24 impression [1] 80:1 in-house [2] 15:10; 78:9 inaccurate [1] 39:16 includes [1] 41:2 incorporated [1] 49:19 increase [2] 90:20; 93:22 incremental [2] 25:8; 92:25 incrementally [2] 20:3; 90:11 incurred [1] 93:13 indeed [1] 72:3 index [1] 3:6 indicate [1] 103:13 indicated [4] 47:25; 71:23; 75:23; 102:4 indicating [1] 25:2	industrial [5] 6:7; 8:8, 20; 9:15; 10:23 industrials [1] 28:10 industry [4] 6:24; 34:20; 47:15; 91:24 information [2] 37:25; 38:12 ini- [1] 31:3 initial [4] 46:24; 53:12; 86:3 initially [5] 30:15; 53:17; 63:5; 87:16; 89:14 inquire [1] 8:9 instances [1] 80:12 instantaneously [2] 21:15; 86:6 instead [1] 57:3 instructed [1] 33:20 instructions [2] 2:16, 18 intent [1] 99:7 inter- [1] 42:10 interchange [1] 65:19 interconnect [12] 15:23; 18:21, 25; 19:1; 23:25; 25:25; 40:12; 41:5; 56:25; 65:15; 67:19; 94:12 interested [5] 18:1, 3; 63:6; 87:7; 100:14 internal [50] 3:13; 31:12; 38:18, 21; 39:8, 20; 40:5, 10, 20; 41:8, 11, 19; 42:6, 17, 23; 43:2, 18; 44:4, 10, 18; 45:6, 12, 23; 46:2; 47:10, 23; 50:5, 13; 51:10; 53:13; 57:11; 61:20; 62:5; 63:15; 66:10; 67:11; 68:12; 69:5; 70:17; 71:5, 15; 77:13; 88:19; 94:24, 25; 95:5, 11; 96:22; 97:1, 10 interrupted [2] 42:3; 82:10 interruptible [2] 43:3, 6 interstate [1] 71:17 into [30] 6:10, 11; 7:10, 12, 14, 16; 8:12; 12:23; 21:23; 34:23; 36:8; 42:10, 12; 50:7; 52:10; 65:1; 67:13; 69:1; 73:3; 78:19; 79:18; 80:2; 82:24; 84:4, 5; 88:16, 21; 91:25; 95:19; 96:5 introduced [1] 63:10 invested [1] 57:1 invoice [1] 77:2 involve [1] 36:22 involved [3] 56:24; 83:21; 92:16 involving [1] 16:24 isn't [6] 15:16; 53:4; 72:5; 91:15; 94:24; 95:4 it's [37] 4:14; 16:17; 18:20; 22:4; 30:10, 22; 31:16; 34:23; 37:13; 38:17; 43:5; 46:22; 49:17; 51:25; 53:11, 25; 55:13, 15; 58:12, 13, 15, 16, 17; 59:19; 61:3, 21; 68:4, 13; 83:2; 89:11, 13; 91:24; 93:21; 96:18; 98:20 its [4] 1:5; 60:15; 98:3, 13 itself [5] 10:17; 40:24; 81:9, 25; 86:10  - J -  jackson [3] 13:19, 23; 17:21 james [2] 2:3; 103:5 jefferson [8] 1:12, 16; 2:5, 10, 14; 100:16; 103:2, 7 jim [2] 37:9; 43:11 job [8] 6:20; 7:11, 17; 27:19; 54:4, 9, 13; 60:23 july [4] 33:14; 46:9; 47:3, 5
---	--	--	--

June [2] 46:13; 47:4	30:16; 46:18; 68:13; 70:3; 72:19; 74:6	manager [8] 6:1, 3; 13:25; 14:2; 28:9; 35:20, 22; 53:9	micheel [9] 2:12; 3:2; 68:10; 70:1, 2; 72:7; 85:15; 98:12, 16
- K -	let's [8] 11:11; 22:8; 44:3; 55:4; 84:23; 68:14; 75:19; 92:18	manufacture [2] 13:1, 2	mid [3] 10:7, 9, 18
k [5] 1:14; 100:4, 20; 102:24; 103:19	letters [4] 50:20, 23, 24; 51:1	many [1] 9:25	middle [1] 81:13
kansas [1] 80:22	licensed [1] 23:13	<del>man</del> [17] 46:8, 10; 50:2, 18; 62:21, 25; 63:20; 76:16; 78:10; 85:17, 20, 21; 88:18, 24; 87:23, 24; 97:5	might [7] 5:7; 16:21; 26:18; 57:24; 82:24; 98:14; 101:6
keep [4] 12:4; 22:22; 27:16	lighter [2] 12:25; 13:2	march [13] 10:8, 9, 18, 20; 11:12; 13:14; 62:12, 14; 74:24; 99:13; 100:17, 18; 103:4	miles [1] 7:24
keeping [1] 36:10	like [20] 4:25; 8:13; 11:4; 12:6; 24:17; 26:23; 33:13; 35:4; 37:1; 40:13; 42:15; 45:9; 52:4, 12; 56:25; 58:16; 63:23; 75:12; 81:4; 83:16	margin [8] 21:17, 18, 20; 22:6, 9, 11; 48:12; 66:25	military [1] 32:23
kellene [5] 1:14; 100:4, 20; 102:24; 103:19	likely [1] 27:2	margins [1] 14:14	million [1] 34:22
kept [2] 11:24	limited [1] 15:4	mark [2] 9:8; 37:6	mind [1] 45:22
kf [1] 101:19	line [20] 52:8, 10, 15, 21; 80:15; 102:5, 6, 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 23	marked [11] 9:9; 28:16, 22; 31:22; 32:11; 37:7; 49:2; 54:16; 55:1; 58:8; 74:9	minimum [5] 67:17, 23; 76:14, 17; 96:22
kicked [1] 15:11	lines [1] 56:12	market [6] 18:14, 17; 40:11; 81:25; 87:12; 94:23	minute [3] 22:20; 58:6; 99:1
kind [13] 8:11; 10:8; 11:24; 12:19; 17:10, 11; 18:10; 21:15; 28:2; 36:7; 43:3; 78:6	lion's [1] 34:4	marketer [22] 7:8; 23:14; 27:19; 63:22; 65:9; 69:2; 77:24; 78:17, 23; 79:9; 80:3, 21; 83:6, 8, 10; 84:5, 12, 22; 87:5; 88:1, 4	miscellaneous [1] 82:24
klemm [22] 3:15, 16; 6:15, 17; 11:19; 12:1, 8; 21:2; 35:3; 37:15; 43:23; 47:9; 48:18; 51:25; 53:4, 16; 55:15, 21; 56:4; 64:8; 97:8, 12	listen [1] 5:13	material [2] 59:11; 97:22	missed [1] 48:19
klemm's [3] 32:1; 51:14; 53:1	lite [21] 3:7; 10:8; 12:18, 19; 13:7, 24; 14:4; 16:10; 17:22; 19:13; 20:8; 21:18; 24:13, 24; 26:8; 30:13, 16, 24, 25; 36:20; 49:23	matter [2] 1:3; 103:16	missouri [72] 1:1, 3, 10, 12, 20, 21, 22; 2:2, 6, 14; 5:19, 22, 24; 6:23; 7:2, 5; 14:4; 16:1; 18:22; 23:13; 28:4, 14; 27:6; 50:4; 52:1; 53:5; 54:5; 55:16, 22; 59:14; 60:3, 15; 65:16; 66:6, 11, 12; 68:24; 69:6, 7, 10, 13, 14, 18, 19, 21; 70:18, 19; 71:5, 6, 24; 79:23, 24; 80:2; 83:14; 84:13, 16, 18; 85:1, 7, 14, 21; 93:2; 95:8; 96:8, 13; 100:2, 17, 20; 101:1, 19; 102:2; 103:8
knew [3] 22:25; 23:2; 79:5	little [8] 6:21; 35:2; 40:25; 46:23; 48:4; 68:14; 72:9; 92:18	marketing [5] 28:5, 10; 78:4, 11, 12	missouri's [3] 70:21; 71:12, 18
know [68] 8:10; 13:19; 15:10; 16:9, 15; 17:1, 14; 20:19; 21:2, 10, 16; 22:24; 31:14, 19; 33:18, 22; 34:11, 18; 35:24; 36:24; 39:1, 11; 43:18, 21, 22, 25; 45:14; 46:1; 48:4, 14, 17; 49:1; 51:24; 53:19; 63:23, 24; 64:3; 65:24; 66:5, 10; 68:22, 23; 72:1, 16; 73:14; 75:15; 78:14, 18; 79:4; 80:10; 82:23, 25; 83:9; 84:23; 85:12; 87:8; 89:17, 22, 24; 90:2; 94:21; 95:8; 96:11	live [3] 7:18, 23, 24	material [2] 59:11; 97:22	mistake [1] 5:17
knowledge [3] 10:2; 75:2; 87:12	load [8] 89:3, 12, 13, 22; 90:14; 91:3, 9, 10	max [2] 1:3; 103:16	mixing [1] 86:6
known [2] 49:20, 24	loads [1] 34:4	maximum [2] 67:17, 23	mmbtu [20] 18:22, 23; 22:10; 25:6, 10, 11, 14, 24; 34:22, 24; 81:20; 82:9; 90:11, 12; 92:6, 14; 93:9; 94:2, 14, 16
knows [1] 46:2	local [4] 6:4; 12:22; 47:14; 80:12	maxim [19] 4:10, 13; 17:1; 26:22; 27:12; 29:10; 38:4, 23; 40:15; 41:6; 45:16; 46:16; 59:21; 62:14; 74:24; 75:24; 76:6; 98:21	mmbtus [8] 64:13; 66:16; 67:24; 72:15; 73:5, 11, 16
- L -	located [2] 79:21; 80:20	maybe [6] 4:14; 23:9; 30:25; 46:5, 6; 48:22	mo [5] 1:16; 2:5, 10; 103:2, 7
l [1] 1:4	location [2] 64:14; 66:16	mcf [5] 22:13; 34:17; 48:11; 81:9, 10	moment [12] 9:1, 13; 13:4; 15:14; 21:24; 29:11; 34:15; 40:15; 44:3; 54:1; 55:4; 98:1
labeled [1] 58:17	long [3] 5:21; 16:17; 75:19	me [46] 4:12, 16, 20; 8:2; 11:19; 13:3, 6, 10, 18, 19; 14:14; 15:14, 18; 17:13; 19:8; 22:5; 23:6; 28:20; 30:7, 16; 36:9, 24; 37:21; 38:24; 41:18; 46:18; 51:3; 68:13; 70:3, 8; 72:3, 19; 74:6; 78:16, 19, 20; 79:10; 82:12, 14; 85:23; 86:8; 94:7; 98:19; 100:7, 8	money [4] 20:5; 79:14; 95:25; 96:4
laid [1] 44:15	longer [2] 47:18; 91:11	mean [20] 16:14; 21:18; 22:25; 23:6; 26:7, 11; 44:1; 60:2; 61:2, 8, 9; 65:25; 66:25; 67:2; 69:25; 70:18; 71:1; 81:24; 95:1, 24	month [2] 66:22; 77:3
language [1] 78:21	look [30] 9:4, 6, 22; 14:19; 17:14; 28:25; 29:1, 3; 32:2; 37:9, 20, 25; 38:14; 45:16; 46:4; 49:5, 8; 54:18, 25; 55:6; 58:11, 20; 59:18; 60:2; 72:20; 74:12; 81:12; 96:17	meaning [1] 60:22	monthly [3] 64:12; 66:20; 73:20
lap [1] 36:8	looked [3] 14:13; 72:13	means [3] 60:14; 61:3; 97:25	months [3] 7:9; 27:25; 81:22
large [38] 14:8; 15:5; 21:19; 22:12; 27:14; 35:18, 19; 36:22; 40:22, 23; 41:1, 8, 19; 42:1, 5, 18, 19; 44:6, 10, 13, 22; 45:5, 11, 19; 47:15, 19; 79:16; 81:8; 85:25; 89:2, 11; 95:5, 18, 23; 96:6, 19; 97:2	looking [13] 37:18; 38:5; 39:15; 40:17; 55:19; 56:11; 59:22; 60:18; 61:18; 64:9; 67:21; 74:13; 75:21	measurement [2] 73:22, 24	moore [1] 17:24
larger [1] 8:20	looks [2] 33:13; 37:15	measurements [1] 73:8	more [8] 22:23; 23:24; 25:20; 27:2; 36:19; 45:16; 72:8; 95:15
last [4] 47:3; 56:17; 85:24; 86:15	lose [2] 57:14, 24	mechanics [1] 99:1	most [2] 36:21; 44:13
late [1] 36:4	lost [3] 63:2; 90:14; 91:2	medical [1] 5:12	mountain [3] 7:22; 33:2; 27:23
later [4] 35:8; 39:9; 63:6; 78:16	lot [3] 36:19; 80:13; 97:18	meet [5] 23:2; 44:15; 62:25; 86:8, 10	move [4] 7:10; 20:4; 35:1; 71:16
law [1] 2:3	low [1] 81:13	memo [9] 3:9; 11:4; 25:1; 29:7, 17, 24; 31:4; 81:15; 82:5	moved [3] 7:12; 19:14, 20
lay [1] 65:2	lower [5] 42:1, 9; 86:5; 95:2	memorialize [1] 80:24	moving [1] 23:2
lead [1] 63:3	lp [1] 60:15	memory's [1] 35:9	mr [171] 3:2, 3, 4, 5; 4:2, 5; 5:6, 15, 16, 17; 8:25; 9:3, 7, 11, 12; 13:4; 15:15; 17:6, 21; 20:24; 21:2; 22:15, 20; 28:15, 18, 19, 24, 25; 29:4; 31:18, 24; 32:2, 3, 6, 7; 34:16; 35:3; 37:6, 9, 11, 13, 15, 16, 17, 18; 39:22; 40:1, 14, 17; 43:10, 12, 14, 15; 46:17; 47:9; 48:19, 21, 25; 49:4, 5, 9, 12, 14, 15; 51:17, 18, 19, 22, 23; 52:17; 53:1, 4, 14, 16, 19, 22; 54:3, 4, 18, 21, 24; 55:3, 11; 56:4; 58:5, 10, 12, 13, 14, 19, 20; 61:11, 14; 68:8, 10, 11; 69:24; 70:1, 2; 71:22; 72:7, 8, 9, 10, 19; 74:6, 11, 12; 75:16, 18, 20, 24; 76:2, 4, 5; 79:2, 6, 7; 80:4, 16; 81:1, 3; 82:11; 88:10; 90:22, 24, 25; 91:2; 95:13, 15, 16; 96:14, 15, 16; 97:7, 8, 12, 14, 16, 23; 98:5, 7, 10, 11, 12, 15,
least [4] 6:5; 35:3; 44:14; 90:5	leave [1] 86:1	mentioned [2] 23:8; 71:23	
leave [1] 86:1	leaves [2] 12:24; 89:21	mentioned [5] 19:1; 34:7; 57:22; 58:4; 80:17	
leaves [2] 12:24; 89:21	left-hand [1] 52:7	mentioning [1] 32:20	
left [5] 35:20, 24; 36:7; 89:8	length [1] 15:3	met [4] 23:1; 57:18; 64:24; 86:18	
less [3] 91:16; 95:25; 96:4	less [3] 91:16; 95:25; 96:4	meter [1] 16:5	
let [11] 13:6; 15:14; 17:15; 28:20, 21;	let's [8] 11:11; 22:8; 44:3; 55:4; 84:23; 68:14; 75:19; 92:18		
	letters [4] 50:20, 23, 24; 51:1		
	licensed [1] 23:13		
	lighter [2] 12:25; 13:2		
	like [20] 4:25; 8:13; 11:4; 12:6; 24:17; 26:23; 33:13; 35:4; 37:1; 40:13; 42:15; 45:9; 52:4, 12; 56:25; 58:16; 63:23; 75:12; 81:4; 83:16		
	likely [1] 27:2		
	limited [1] 15:4		
	line [20] 52:8, 10, 15, 21; 80:15; 102:5, 6, 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 23		
	lines [1] 56:12		
	lion's [1] 34:4		
	listen [1] 5:13		
	lite [21] 3:7; 10:8; 12:18, 19; 13:7, 24; 14:4; 16:10; 17:22; 19:13; 20:8; 21:18; 24:13, 24; 26:8; 30:13, 16, 24, 25; 36:20; 49:23		
	lite's [1] 34:1		
	little [8] 6:21; 35:2; 40:25; 46:23; 48:4; 68:14; 72:9; 92:18		
	live [3] 7:18, 23, 24		
	load [8] 89:3, 12, 13, 22; 90:14; 91:3, 9, 10		
	loads [1] 34:4		
	local [4] 6:4; 12:22; 47:14; 80:12		
	located [2] 79:21; 80:20		
	location [2] 64:14; 66:16		
	long [3] 5:21; 16:17; 75:19		
	longer [2] 47:18; 91:11		
	look [30] 9:4, 6, 22; 14:19; 17:14; 28:25; 29:1, 3; 32:2; 37:9, 20, 25; 38:14; 45:16; 46:4; 49:5, 8; 54:18, 25; 55:6; 58:11, 20; 59:18; 60:2; 72:20; 74:12; 81:12; 96:17		
	looked [3] 14:13; 72:13		
	looking [13] 37:18; 38:5; 39:15; 40:17; 55:19; 56:11; 59:22; 60:18; 61:18; 64:9; 67:21; 74:13; 75:21		
	looks [2] 33:13; 37:15		
	lose [2] 57:14, 24		
	lost [3] 63:2; 90:14; 91:2		
	lot [3] 36:19; 80:13; 97:18		
	low [1] 81:13		
	lower [5] 42:1, 9; 86:5; 95:2		
	lp [1] 60:15		
	- M -		
	m [3] 1:9, 10; 2:3		
	machine [2] 26:23; 27:1		
	made [13] 10:6; 11:16; 20:19; 28:1; 32:8; 43:5; 48:7; 53:13; 73:7; 81:6; 101:5, 8; 102:4		
	madison [4] 1:11; 2:4, 9; 103:6		
	main [1] 16:25		
	maintain [3] 65:21; 90:9; 97:22		
	maintained [1] 89:11		
	make [15] 8:17; 12:6; 13:1; 18:9; 23:6; 53:24; 63:3; 72:25; 73:1; 74:7; 76:21; 97:5, 9, 24; 98:25		
	making [2] 53:17; 91:16		

16, 19, 20, 22, 23, 25; 99:5, 8, 10, 11, 14, 15; 103:9, 15 ms [1] 46:14 much [12] 15:4; 16:9, 13; 21:16; 22:1; 66:21; 73:14; 81:23; 93:8; 94:13; 97:21; 98:8 my [37] 4:5, 11; 5:17, 23; 6:6, 12; 7:16; 8:16; 11:22; 14:21; 22:22, 24; 24:5; 27:2, 13, 14; 30:23; 36:8, 21, 22; 37:11; 52:9; 64:4; 68:13; 69:24; 71:4; 78:20; 86:10; 87:11; 88:17; 100:8, 9, 16, 18; 101:9, 17 myself [2] 32:8; 64:19	number [2] 59:18; 72:15 numbers [5] 38:23; 52:7, 8; 60:8; 94:8  - O -  o [4] 1:16; 2:9, 13; 103:2 [21] 29:8; 30:10, 12, 13, 16, 24, 25; 31:1; 34:8; 49:24; 50:18; 56:5; 76:16; 81:8; 82:6, 15; 88:11, 21; 89:1; 91:20; 92:10 object [2] 5:7; 80:4 objection [2] 79:2; 97:23 obtain [2] 65:9; 92:6 obtained [2] 66:11; 83:10 obviously [2] 18:16; 85:2 occasion [1] 35:17 occur [1] 23:5 occurred [3] 11:16; 72:17 occurring [1] 53:7 off-the-record [7] 9:2; 32:5; 39:25; 51:21; 54:2; 58:7; 74:8 offer [11] 18:7; 38:19; 47:12, 17, 22; 48:8; 53:17; 57:14; 63:1; 97:10; 99:7 offered [28] 14:14; 15:12; 30:14; 31:1, 6; 32:25; 38:16; 38:8; 39:19; 44:17; 47:16, 17; 50:4; 51:10; 57:10, 12, 13, 15, 17, 22, 25; 58:1, 3; 63:11; 64:4; 86:8, 9, 11 offering [4] 15:20; 38:17; 48:3; 53:12 offers [1] 50:8 office [6] 2:11; 26:22; 38:21; 39:5; 78:20; 100:16 officer [1] 100:5 officers [1] 60:16 offices [1] 1:10 oh [1] 10:25 okay [172] 4:18; 5:2, 5, 9, 11, 15, 17, 21; 6:16, 19, 23; 7:18; 8:1, 4, 18, 23; 9:22; 11:11, 16; 12:14, 19; 13:3, 16; 14:3; 15:18; 16:3, 6, 9; 17:5; 18:1, 24; 19:12, 18, 19; 20:14, 23; 21:7, 13; 22:11, 14, 19; 23:13, 16; 24:9, 13, 17, 23; 25:7, 20; 26:1, 6, 10, 11; 27:4; 28:7, 12; 29:10, 12, 21; 30:4, 7, 13, 18, 21, 25; 31:21, 25; 32:20; 33:16; 34:14, 25; 37:16; 38:15; 39:3, 13, 15, 22; 40:8, 14; 41:7; 42:6; 43:2; 44:6, 9, 21; 45:11; 46:12, 18; 47:5, 21; 48:11, 14; 49:9, 12, 16, 22; 50:3; 51:4, 8, 12, 17, 19; 52:4, 16, 20, 23; 53:11, 22; 54:15; 55:17, 25; 56:3, 11, 17, 22; 57:8, 20; 58:5; 59:2, 7, 16, 21, 25; 60:18, 21; 61:11, 15, 18, 23; 62:15, 22; 64:9, 15, 23; 65:7, 11, 23; 66:4; 67:10, 15; 70:8, 13; 73:12, 17; 74:2, 6, 19, 22; 75:13; 76:19; 77:12, 18; 81:4, 15; 82:21; 86:21; 87:25; 89:21; 90:14; 91:6; 92:4, 12, 18, 24; 93:14, 17; 94:1, 21; 96:14; 97:1; 98:20 once [1] 65:7 one [21] 5:5; 6:11; 27:11; 28:16; 34:8; 45:14, 18; 46:18; 50:1; 51:18; 53:9; 58:14; 68:23; 74:20; 77:23; 78:10; 80:17; 86:7, 15; 95:17; 97:5 one-day [2] 16:17, 23	oneoak [3] 69:1; 80:18, 20 ones [3] 44:17; 51:9; 57:23 only [9] 28:7; 35:21; 50:3, 6; 51:9; 57:17; 69:12; 73:2; 89:12 open [3] 14:19; 15:9; 17:19 opened [1] 27:22 operate [1] 41:24 operating [2] 59:1, 5 operations [4] 6:16; 7:12, 13; 28:1 opinion [3] 88:6, 14, 17 opportunity [8] 37:23; 49:9; 50:15; 55:25; 56:13; 58:23; 72:23; 86:8 option [1] 78:3 order [2] 17:12; 98:6 ordinary [1] 38:18 organization [1] 17:25 original [6] 2:19; 28:1; 62:11; 99:8, 9; 103:11 originate [1] 38:24 originated [3] 31:19; 39:8, 12 other [41] 4:22; 12:14; 13:22; 19:10; 20:9; 24:14; 26:9; 36:23; 41:22; 42:3, 17; 44:11, 21, 23, 25; 47:2; 53:24; 55:10; 57:12, 16, 22; 58:3; 59:11; 60:16; 68:9; 72:15, 16; 74:22; 75:3, 8; 83:3, 13, 25; 86:7; 87:22, 23; 91:12, 17; 95:17; 97:6, 8 others [1] 40:13 otherwise [1] 100:14 our [35] 6:7; 14:14; 15:23; 19:9, 11, 15, 20; 22:4, 21; 24:7; 25:10, 11, 13; 35:20; 41:3, 24; 42:3, 5; 44:13; 59:1; 62:23; 63:7, 12; 65:15; 69:2; 71:9; 76:25; 77:1; 86:3, 12; 87:18; 94:10 outcome [1] 100:15 outfit [3] 78:4, 11, 12 outlined [2] 18:10; 69:12 outrageous [1] 13:12 over [13] 16:10, 20; 39:23; 52:6, 10; 60:6, 7; 71:17; 79:14; 80:7; 81:1, 12 oversee [2] 6:4, 7 overviews [1] 11:20 own [11] 15:16; 16:6; 18:14; 47:19; 63:18; 68:16; 70:8, 10, 14; 71:16; 77:5 owners [1] 53:9	past [1] 93:14 paul [2] 39:7; 48:18 pay [12] 20:4; 25:8; 41:1, 2; 42:21, 25; 81:7; 90:8, 11, 15; 93:3; 96:4 paying [7] 20:5; 23:25; 41:1; 44:4; 79:15; 91:11; 95:25 pen [1] 46:22 penalties [1] 75:11 penalty [1] 101:10 people [1] 91:10 per [27] 18:22, 23; 22:10, 13; 25:5, 9, 11, 14, 24; 34:13, 14, 17, 24; 47:17; 48:11; 81:10, 20; 82:9; 90:11, 12; 92:6, 14; 93:9; 94:1, 14, 16 percent [4] 90:14; 91:3, 9, 10 period [7] 42:11, 13; 62:14; 64:13; 80:8; 81:12; 94:21 perjury [1] 101:10 person [1] 64:19 person's [1] 4:10 personally [2] 38:20; 46:1 pertaining [1] 35:18 pertains [1] 12:5 pga [25] 14:14; 25:13; 41:2; 42:14, 18, 21, 25; 43:17; 44:4, 11; 57:3; 63:7; 81:6, 9; 82:12; 83:1, 2; 86:10; 89:15; 91:11, 15; 93:22; 94:22; 95:6, 23 phone [6] 26:17, 21; 27:2; 82:10, 14; 103:3 phrase [1] 79:4 phrased [1] 79:3 physical [1] 66:3 pick [2] 89:17, 22 picked [3] 34:21; 91:6, 12 picking [1] 89:20 picks [2] 43:18; 44:1 pipe [3] 75:12; 87:10; 90:9 pipeline [12] 7:13; 65:14; 69:17; 70:10, 20; 71:13, 16, 17, 18; 78:6; 90:2, 8 pipes [1] 70:22 place [18] 10:7; 11:12, 21, 25; 21:14; 25:5; 29:8; 30:20; 32:10; 35:11; 36:11; 37:2; 62:11; 70:19; 90:18; 93:22, 24 plains [2] 32:24; 79:23 plan [2] 17:10; 47:22 planning [1] 47:12 plant [6] 12:21, 25; 13:25; 14:2; 16:25; 86:6 please [16] 4:3, 12, 16, 20; 9:13, 23; 13:4; 25:3; 37:21; 46:24; 49:6; 54:19; 60:13; 103:10, 12, 15 point [36] 4:13; 5:6; 8:6; 14:12; 16:5; 17:23, 25; 19:4, 7, 9, 11, 23; 20:14; 22:15; 25:25; 35:8, 20, 21; 40:12; 41:6; 57:2; 61:24; 64:3; 65:3, 19, 22; 66:4; 68:8; 69:3, 18; 77:23; 78:7; 79:12; 87:3, 18, 19 portion [6] 34:3; 77:7, 14, 17; 89:2; 90:16 position [1] 7:12 possession [5] 15:23; 18:12; 65:21; 66:3 possible [2] 34:2; 98:9 possibly [2] 26:25; 27:1 potential [1] 9:15 precipitously [3] 82:1, 2, 4
--	--	--	--

<p>preferred [1] 78:19  premises [1] 70:23  prepare [5] 6:20; 29:17, 19, 24; 35:4  prepared [7] 29:7, 21; 30:5; 32:13, 16; 33:7; 37:19  preparing [1] 12:15  presented [1] 53:2  presentation [4] 2:17; 99:2, 6, 16  president [1] 17:24  pressure [1] 36:25  pressures [1] 8:11  presumably [1] 65:10  pretty [2] 15:4; 27:20  previous [2] 13:13; 73:4  previously [2] 11:22; 73:10  price [30] 15:7; 18:24; 19:4; 20:5; 25:17; 30:3; 34:9, 17; 74:2; 79:14, 15; 81:16; 82:5, 8, 15, 18, 22; 83:21; 84:23; 85:3; 86:9, 10; 92:4, 11, 13; 93:24; 94:11; 95:2, 9, 10  prices [9] 13:11, 20; 18:16; 48:2; 81:12, 22; 82:1; 87:13; 94:23  primarily [1] 32:22  primary [1] 95:4  prior [4] 35:13, 17; 72:20; 103:15  prioritized [3] 41:25; 42:1, 9  prison [2] 68:24, 25  probably [13] 7:8; 8:9; 11:19; 16:23; 26:20; 27:2, 13; 33:25; 35:18; 36:10; 43:23; 64:18; 87:13  problem [3] 23:10; 79:5; 91:16  process [4] 16:17, 24; 19:24; 89:3  procure [9] 15:11, 13; 16:6; 42:17, 24; 62:18; 70:14; 71:16; 86:4  procured [1] 69:13  procures [1] 15:15  procuring [5] 6:4; 23:19; 43:3; 68:16; 70:8  produced [1] 1:8  producers [1] 12:23  production [6] 19:10, 18, 25; 24:1; 34:3; 70:21  profiles [1] 45:16  profit [9] 82:23, 25; 83:10, 12; 92:16; 93:15; 94:7, 9, 19  profits [1] 57:2  prohibition [1] 85:13  prohibitive [1] 17:2  propane [27] 7:15; 13:22; 14:15; 16:11, 15, 18, 21; 25:17; 33:23, 24; 34:9, 17, 20, 23; 47:14; 48:2; 62:18; 63:8; 79:15; 80:11; 86:4, 6, 9, 11; 87:13; 88:9; 91:17  proposal [4] 8:17; 18:2; 20:8, 24  proprietary [1] 98:6  protective [1] 98:6  provide [10] 18:8; 20:11; 40:6, 21, 22, 24; 45:1, 4; 69:3; 88:5  provided [7] 24:14, 25; 41:9; 71:8, 9; 84:24; 85:2  provides [3] 41:4; 69:7; 84:16  providing [16] 23:16, 18; 24:10; 28:4; 56:19; 66:6; 67:3, 6; 69:22; 70:9; 71:6, 24; 77:20; 78:13; 85:8, 14  provisioning [1] 77:20  psc [1] 3:19</p>	<p>public [19] 1:2, 10, 20, 22; 2:6, 8, 11, 13; 4:6; 22:17, 21; 52:1; 54:8; 55:16, 22; 59:14; 100:20; 101:17; 103:14  purchase [7] 6:6; 42:20; 50:9; 71:9; 77:3; 94:13; 95:2  purchased [6] 1:4; 29:9; 65:18; 69:14; 70:19; 94:14  purposes [1] 48:15  pursuant [4] 1:23; 21:22; 69:18; 88:5  put [10] 17:18; 19:5; 29:7; 39:23; 46:23; 55:5; 78:5, 11; 87:6; 92:13  putting [1] 63:17</p> <p>- Q -</p> <p>qualification [1] 86:18  qualified [3] 72:15; 87:19, 21  qualifies [1] 64:16  qualify [8] 44:14, 18, 23; 45:12, 15; 62:24; 64:10; 73:5  question [24] 4:11, 19; 5:8; 21:24; 22:1; 24:5, 23; 31:5; 34:6; 38:15; 40:18; 43:21; 48:20, 25; 57:4; 71:4; 79:3, 22; 89:15, 20; 95:17  questions [21] 4:9; 5:2, 13; 8:13; 9:14; 28:13; 39:23; 51:13; 52:9; 56:3; 68:9, 11; 72:8, 14; 75:17; 77:18; 78:20; 95:14; 96:16; 97:16  quick [2] 74:7; 96:16  quickly [1] 98:8</p> <p>- R -</p> <p>r [1] 2:1  rang [1] 82:14  range [3] 8:12; 96:22; 97:2  ranges [1] 76:17  rarely [1] 37:1  rate [27] 16:5; 25:11, 13, 15; 26:1; 41:1, 2; 42:18, 21, 25; 43:17; 44:4, 11; 57:1; 65:5; 67:18; 81:6; 82:12; 86:5; 89:16; 90:12; 91:11, 15; 94:22; 95:23  rate-paying [1] 89:25  rates [15] 3:17; 14:13; 21:17, 18; 33:19; 42:14; 62:17; 63:7; 72:21; 73:23; 74:1; 76:7, 14; 96:21; 97:1  raw [1] 12:22  re [4] 3:11; 101:19; 102:2; 103:8  reach [2] 63:21; 79:1  read [18] 48:23; 52:9; 60:13; 101:4; 102:5, 6, 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 23; 103:12  reading [2] 66:1; 102:3  ready [2] 8:5; 43:15  real [4] 17:19; 44:9; 62:3; 74:6  really [2] 31:19; 89:19  realm [1] 34:1  reason [15] 37:2; 56:8; 102:5, 7, 8, 10, 11, 13, 14, 16, 17, 19, 20, 22, 23  reasons [4] 30:4; 35:7; 87:22, 23  rebuttal [3] 3:16; 32:1; 55:21  recall [3] 12:9; 22:18; 85:8  receive [2] 41:12; 45:10  received [1] 68:4</p>	<p>recognize [1] 59:15  recollection [2] 12:12; 75:9  record [7] 4:24; 12:4; 28:16; 37:12; 90:1; 97:17; 99:4  recorded [1] 18:20  records [1] 11:12  recross-examination [2] 3:4; 95:16  redirect [6] 3:3, 4, 5; 72:10; 90:25; 96:15  redirects [1] 75:19  reduced [1] 100:9  refer [4] 51:20; 52:8; 54:8; 94:9  reference [4] 29:25; 72:1; 85:7; 92:21  referenced [1] 33:13  references [1] 30:22  referred [4] 38:25; 73:10; 75:22; 93:21  referring [6] 30:23; 39:2; 40:9; 56:20, 22; 94:18  refers [1] 39:3  reflect [5] 42:14; 73:23; 77:2; 85:11, 13  reflected [4] 68:1; 81:25; 88:22; 92:10  reflects [1] 82:5  refused [1] 88:15  regard [1] 88:21  regarding [6] 8:20; 53:12; 57:24; 59:17, 23; 74:16  regular [6] 24:17; 40:21; 60:17; 63:15; 68:19; 70:6  regulated [2] 27:11; 81:7  relate [1] 38:22  related [4] 30:8; 76:12; 87:4; 100:10  relates [1] 54:12  relations [1] 6:7  relationship [3] 27:16; 80:6, 7  relative [2] 62:10; 100:12  relatively [2] 34:2; 89:13  relevance [1] 80:4  remain [2] 90:17; 96:6  remained [3] 88:9, 15; 95:5  remaining [5] 83:13; 89:23; 90:19; 91:7; 96:8  remember [9] 4:22; 9:13; 21:11; 35:9, 10; 36:19; 46:6; 92:7; 96:23  render [1] 101:6  repeat [1] 4:19  rephrase [1] 4:20  report [1] 6:16  reporter [17] 4:23; 9:10; 28:14, 23; 31:23; 35:1; 37:8; 48:24; 49:3; 54:17; 55:2, 18; 58:9; 74:10; 99:12; 100:1; 102:24  reporters [2] 1:15; 103:1  represent [1] 50:24  representative [1] 33:15  representatives [1] 88:11  represented [1] 98:2  representing [1] 53:8  requested [6] 2:17; 45:20; 48:23; 78:15; 86:11; 99:16  required [1] 90:15  requirement [2] 26:2; 27:16  requirements [5] 23:1, 2; 44:15; 57:18; 64:12  requires [1] 45:17  research [1] 33:20  reservation [2] 90:8, 17</p>	<p>reservations [1] 90:9  residential [2] 28:8, 8  respect [1] 71:21  response [1] 83:24  responsible [3] 68:15; 70:7, 9  retail [1] 12:24  retain [5] 17:12; 25:18; 56:18; 57:2; 83:12  retroactive [1] 20:18  return [1] 103:15  revenues [1] 56:18  review [15] 3:8; 37:23; 38:10; 49:10; 50:15; 52:5, 11, 17; 54:11; 55:25; 56:6, 13; 58:23; 72:23; 97:21  reviewed [3] 1:4; 55:8; 56:15  revised [1] 61:22  right [18] 11:8; 16:2; 18:20; 31:4; 38:15; 44:5, 8; 46:8, 21; 47:7, 21; 64:1; 68:9; 79:8; 82:6; 91:8; 93:23; 94:20  right-hand [4] 46:23; 59:8, 19; 60:8  ringing [1] 82:10  ro- [1] 36:7  robert [3] 2:7; 4:5; 103:21  rogersville [1] 65:16  role [5] 22:22, 23; 23:10; 27:13; 53:9  rough [1] 17:10  [REDACTED] [21] 29:8; 30:10, 12, 13, 16, 24, 25; 31:1; 34:8; 49:24; 50:18; 56:5; 76:16; 81:6; 82:6, 15; 88:10, 21; 89:1; 91:20; 92:10  rpr [5] 1:14; 100:4, 20; 102:24; 103:19  rules [3] 5:2; 65:5; 98:21  run [1] 38:10  running [1] 98:17  runs [1] 59:9  rural [1] 7:24  russo's [1] 58:14</p> <p>- S -</p> <p>s [1] 2:1  said [14] 11:23; 12:3; 14:22; 48:1; 52:23; 63:6, 23, 24, 25; 74:16; 75:16; 86:3; 87:25; 100:8  sale [1] 67:14  sales [1] 14:9  same [31] 19:4; 20:1, 3, 12; 30:4, 14, 17; 31:2; 33:1; 38:6, 17; 41:13; 42:4; 45:5; 46:22; 53:25; 55:7, 8; 57:11, 15, 23, 25; 62:16; 74:14; 75:1; 82:18; 83:19; 84:3, 4, 8; 101:7  satisfied [1] 45:19  save [1] 79:14  saw [2] 14:16; 27:15  sawdust [1] 91:25  say [26] 4:24; 6:13; 10:22; 15:25; 21:18; 23:12; 30:9, 16; 36:24; 38:11; 39:16; 44:1; 47:21; 48:7; 51:8; 53:8; 54:11; 63:14; 65:24; 67:10; 68:3; 72:6; 73:2; 74:23; 80:9; 85:10  saying [1] 65:25  says [4] 10:18; 56:17; 59:8; 60:11  schedule [8] 3:17; 32:1; 58:17, 18; 59:9, 19; 76:6; 96:18  schedules [1] 58:14</p>
--	--	---	--

<p>school [1] 6:21</p> <p>scope [1] 60:17</p> <p>scott [19] 3:15, 16; 6:15, 16; 11:19, 23; 12:1, 8; 21:12; 32:1; 36:9; 39:7; 43:23; 48:18; 51:14, 25; 55:15, 21; 64:8</p> <p>seal [3] 97:19, 20, 25</p> <p>second [1] 87:17</p> <p>section [1] 73:18</p> <p>secure [4] 81:16; 82:13; 87:9, 10</p> <p>securing [1] 26:8</p> <p>see [5] 17:14; 21:24; 38:13; 39:15; 60:10</p> <p>seeing [1] 74:20</p> <p>seemed [1] 81:22</p> <p>seen [5] 9:23; 49:13; 52:2, 23; 55:23</p> <p>seen [19] 3:11, 14; 11:10, 18; 32:10, 21; 33:15, 22; 49:20; 50:18; 56:5; 76:16; 82:19; 83:18; 88:10; 92:11</p> <p>selected [2] 30:2</p> <p>sell [2] 18:21; 42:20</p> <p>selling [2] 83:10; 85:2</p> <p>send [3] 77:7, 9, 13</p> <p>senior [1] 2:13</p> <p>sense [1] 23:6</p> <p>sentence [2] 10:18; 56:17</p> <p>separate [3] 61:5; 77:14; 84:9</p> <p>serve [1] 8:15</p> <p>service [99] 1:2, 11, 22; 2:6, 8; 3:12, 18; 4:6; 8:10; 15:19; 18:8; 20:12; 22:17, 21; 23:17, 19; 24:10, 15; 26:7, 8, 14; 30:14; 31:2; 33:1; 38:4, 6, 17, 18, 19; 39:6, 20; 40:3, 4, 5, 6, 24; 41:12; 44:6, 10, 18; 45:13, 19, 23; 46:2; 47:10, 17, 23; 48:3, 8; 49:18; 50:5, 13; 51:10; 52:1; 53:13, 17; 54:6; 55:16, 22; 56:19; 57:10, 11, 25; 59:14, 17, 23; 61:20; 62:5, 23; 63:15; 66:10; 67:11; 69:23; 70:4, 15; 71:7, 25; 72:5; 75:21; 76:7, 10, 11, 20, 25; 77:8; 78:2, 13, 14; 81:8; 88:12; 89:12; 95:23; 96:19; 97:2, 10</p> <p>services [11] 24:25; 28:5; 40:18, 21, 22; 41:9; 44:25; 45:4; 50:8; 67:6; 69:3</p> <p>serving [1] 39:10</p> <p>set [4] 9:14; 53:23; 68:5; 86:5</p> <p>seven [1] 16:24</p> <p>share [1] 34:4</p> <p>sharp [1] 35:10</p> <p>she [2] 4:24; 28:14</p> <p>she's [1] 4:23</p> <p>sheet [15] 3:19; 46:11; 59:19, 22; 60:7; 67:20; 68:1; 72:20; 75:23; 96:18; 102:1; 103:11, 13, 15</p> <p>sheets [2] 71:21, 23</p> <p>shortly [1] 73:2</p> <p>should [20] 11:19; 12:1; 35:16; 36:10; 46:13; 97:17; 102:4, 5, 6, 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 23</p> <p>shown [1] 79:13</p> <p>sic [1] 83:14</p> <p>side [4] 7:14; 25:13; 46:23; 52:7</p> <p>sign [4] 6:13; 8:2; 36:6; 103:13</p> <p>signature [9] 2:16, 17; 99:2, 3, 6, 16; 103:11, 13, 15</p> <p>signed [2] 99:8</p> <p>similar [5] 11:9; 18:11; 32:8, 9; 77:12</p>	<p>simplicity [1] 31:1</p> <p>since [2] 35:3</p> <p>sincerely [1] 103:18</p> <p>single [2] 64:13; 66:16</p> <p>sir [166] 4:3, 17; 5:4, 14; 6:18, 25; 8:22; 9:17; 10:25; 11:3, 13, 15; 12:13, 16; 14:10; 20:10, 13; 21:4; 22:18; 23:15, 21; 24:12, 18, 19, 22; 25:1; 26:12, 16; 27:9, 13; 29:14; 31:10, 13, 15, 17; 32:12, 14, 17; 33:2; 34:10, 18; 35:6, 16; 36:1; 38:8; 43:1, 16, 20; 45:4, 10, 25; 46:3, 20; 48:10, 13, 16; 50:16; 51:7, 11, 16; 52:3, 22; 53:15; 54:7, 10, 14; 55:9, 12, 24; 56:10, 14; 57:7; 58:1, 22; 59:3, 10, 15; 60:9, 20, 25; 61:6, 10, 17; 62:2, 6, 8; 63:25; 66:8, 13, 25; 67:7, 22, 25; 68:2, 7, 18, 21; 69:9, 16, 20; 70:5, 12, 16; 71:3; 73:19; 74:18, 21; 75:10, 15; 76:8; 77:16, 22; 78:24; 79:20; 80:19; 81:18; 82:7, 17, 20; 83:4, 22; 84:1, 6, 11, 15, 19, 21, 25; 85:5, 9, 16, 19; 86:20, 23; 87:2; 88:2, 17, 20, 24; 89:7, 19; 90:17, 21; 91:5, 14, 18; 92:8, 15, 17, 20, 23; 93:7, 16; 94:3, 6, 17; 95:3, 7; 96:2, 10, 20, 25; 97:3, 11, 13</p> <p>sit [1] 21:9</p> <p>site [2] 16:16</p> <p>situation [8] 4:10; 27:21; 36:16; 42:2; 78:23; 80:25; 84:23; 85:1</p> <p>situations [1] 8:19</p> <p>six [1] 16:24</p> <p>six-month [1] 88:22</p> <p>size [2] 8:7; 45:15</p> <p>slated [1] 30:11</p> <p>small [3] 28:8; 79:24; 89:13</p> <p>smaller [1] 90:12</p> <p>smgc [5] 30:12, 13; 56:17; 57:2, 4</p> <p>sold [10] 12:24; 25:22; 56:24; 82:6, 9, 15, 19; 94:11, 15, 16</p> <p>some [35] 4:8, 13; 5:6; 8:19, 20; 11:20; 13:22; 15:6, 11; 17:8; 20:4, 5, 14; 29:9; 30:22; 33:20; 35:8; 37:25; 44:13; 45:8; 46:5; 50:20; 52:5; 58:4; 61:24; 63:10, 11; 64:15; 72:14; 75:8, 12; 77:18; 78:6; 89:12; 91:21</p> <p>somebody [1] 19:7</p> <p>someone [2] 64:10, 15</p> <p>something [12] 13:20; 20:23; 26:23; 27:12; 31:16, 18; 33:21; 46:14; 47:3; 59:8; 62:19; 98:17</p> <p>sometime [6] 16:22; 20:19; 21:5; 36:2, 3; 47:5</p> <p>sometimes [1] 4:9</p> <p>somewhat [1] 54:12</p> <p>somewhere [1] 26:18</p> <p>soon [1] 53:23</p> <p>sorry [11] 5:17; 14:1; 17:17; 18:25; 24:3; 30:7; 32:2; 45:3; 47:3; 48:19; 94:15</p> <p>sources [1] 91:17</p> <p>southern [56] 1:3; 2:2; 5:19, 22, 24; 6:23; 7:1, 5; 14:4; 16:1; 18:22; 23:13; 26:4, 14; 27:5; 50:4; 53:5; 54:5; 59:13; 60:3, 15; 65:14; 66:6, 11, 12; 69:6, 7, 10, 13, 14, 18, 21; 70:18, 19, 21; 71:5,</p>	<p>6, 12, 18, 24; 80:2; 84:13, 16, 18; 85:1, 7, 14, 21; 93:2; 95:8; 96:7, 13; 101:19; 102:2; 103:8</p> <p>southwestern [1] 83:13</p> <p>speak [1] 4:24</p> <p>specific [4] 7:19; 52:6; 60:22; 85:3</p> <p>specifically [12] 24:16; 36:12, 14; 52:6, 11, 20; 53:6; 56:12; 57:9, 23; 58:15</p> <p>spiked [1] 94:23</p> <p>spikes [1] 83:24</p> <p>ss [2] 100:2; 101:1</p> <p>staff [4] 1:23; 2:8; 4:6; 37:19</p> <p>standard [3] 9:14; 34:21; 84:1</p> <p>standpoint [1] 6:5</p> <p>star [2] 65:14; 71:18</p> <p>start [7] 7:6; 11:11; 22:8; 36:10; 52:8, 9; 64:20</p> <p>started [5] 7:5; 27:21; 31:16, 18; 61:19</p> <p>starting [1] 52:20</p> <p>starts [1] 59:18</p> <p>state [9] 1:1, 12, 20; 4:3; 97:17; 100:2; 17, 20; 101:1</p> <p>stated [1] 27:18</p> <p>statement [1] 13:19</p> <p>statewide [1] 69:1</p> <p>stay [1] 91:9</p> <p>stayed [2] 15:5; 96:9</p> <p>step [1] 9:12</p> <p>steps [1] 87:18</p> <p>steve [1] 17:24</p> <p>still [9] 16:15, 16; 22:3; 25:16; 26:14; 38:16; 63:8; 90:15; 91:3</p> <p>stint [1] 27:25</p> <p>stipulate [1] 98:12</p> <p>stop [3] 15:14; 54:1; 58:5</p> <p>straight [1] 58:13</p> <p>street [6] 1:11, 15; 2:4, 9; 7:22; 103:1</p> <p>stuff [2] 34:3; 36:6</p> <p>subject [1] 22:16</p> <p>subpoena [1] 98:22</p> <p>subscribe [1] 101:9</p> <p>subscribing [1] 102:3</p> <p>subsequent [3] 63:2, 23; 74:24</p> <p>subsequently [8] 24:14; 26:9; 73:11, 23; 79:18; 88:1, 11, 21</p> <p>substance [1] 101:6</p> <p>substantial [1] 79:14</p> <p>substantially [2] 86:4; 90:12</p> <p>substantive [1] 62:3</p> <p>successful [1] 28:3</p> <p>such [4] 43:21; 87:18; 101:5, 8</p> <p>suffer [1] 89:25</p> <p>suggested [3] 11:19; 17:7; 36:9</p> <p>suggesting [1] 95:18</p> <p>suggestion [2] 14:19; 15:12</p> <p>suite [3] 1:11; 2:4; 103:6</p> <p>summary [4] 3:12; 10:6; 11:20; 37:2</p> <p>summer [1] 12:10</p> <p>supervisor [10] 8:16; 11:22; 12:8; 14:21; 21:3; 29:22; 33:20; 35:4; 64:4, 7</p> <p>supervisors [3] 6:6, 12, 14</p> <p>supplies [4] 17:8; 77:21; 81:16; 82:13</p> <p>supply [36] 3:7; 15:11; 17:12, 16; 18:15; 23:5; 24:7; 40:11; 41:15; 42:3, 12; 46:8; 47:18, 19; 49:18; 50:7, 8, 24; 56:18, 23; 63:18, 19; 64:4; 66:9; 69:12;</p>	<p>76:22; 79:19; 83:8, 17; 84:10, 13, 17, 20; 87:10; 88:5, 16</p> <p>sure [13] 22:3; 23:23; 26:5; 36:1, 4; 43:12; 44:1; 47:21; 53:24; 58:12; 66:2; 78:14; 92:3</p> <p>sworn [3] 1:8; 4:1; 100:7</p> <p>system [9] 25:19; 77:1; 86:1; 88:7, 15; 89:8, 21; 96:9; 98:18</p> <p>systems [1] 49:18</p>
			- T -
			<p>take [28] 9:22; 15:23; 16:4; 18:12; 25:25; 27:14; 28:25; 34:25; 37:9, 20; 41:3, 6; 43:10; 45:13; 46:4; 52:4; 54:21; 55:6; 58:10; 64:10; 65:21, 22; 69:2, 18; 70:23; 75:19; 78:12; 91:25</p> <p>taken [7] 11:21; 43:13; 61:13; 100:5, 8, 12; 103:10</p> <p>taking [4] 4:23; 26:7; 30:20; 37:2</p> <p>talk [12] 4:15; 8:5; 9:15; 14:23; 18:4; 36:25; 63:24; 66:14; 79:12; 80:12; 92:4; 99:1</p> <p>talked [18] 5:5; 17:5, 22; 18:24; 35:2; 39:4; 48:11; 63:25; 70:6; 72:13; 80:17; 87:4; 91:1, 2, 20; 92:5</p> <p>talking [17] 8:7; 12:21; 15:25; 17:23, 25; 34:11; 45:18; 62:12; 63:14, 17; 75:5, 25; 80:14, 21; 94:22; 95:24</p> <p>talks [2] 11:1; 59:25</p> <p>tank [1] 16:15</p> <p>tariff [42] 3:19; 21:17, 18; 22:25; 23:7; 26:1, 2; 44:16; 45:17; 47:17; 57:19; 59:1, 5; 60:2, 19, 22; 61:21; 63:3, 12; 65:4; 66:1; 67:20; 71:21, 23; 72:20; 73:4; 75:6, 7; 76:2, 17; 85:10, 13; 86:15, 19, 21; 87:18, 20, 22; 96:19; 97:5, 7, 9</p> <p>tariffs [23] 22:16, 21; 44:24; 54:5; 59:12, 23; 60:24; 61:18; 62:4; 64:9; 65:8; 66:5, 24; 67:3; 68:6; 72:4, 12; 73:3; 74:23, 25; 75:22; 85:7; 96:23</p> <p>taylor [13] 11:23; 14:20; 17:8; 20:24; 21:10; 22:15, 20; 29:23; 31:18; 35:22; 53:14, 19; 97:7</p> <p>technically [3] 40:25; 45:2; 65:24</p> <p>tell [13] 4:12, 16, 20; 12:1; 15:18; 21:9; 31:25; 32:21; 33:11; 37:21; 55:20; 88:18; 94:7</p> <p>telling [1] 78:17</p> <p>tells [1] 5:7</p> <p>temporary [1] 27:20</p> <p>term [17] 31:11, 19; 38:18, 24; 39:1, 5, 12, 13; 60:1, 11, 19, 22; 61:7; 70:4, 18, 25; 97:25</p> <p>termed [1] 72:5</p> <p>terminate [1] 86:12</p> <p>terms [13] 16:14; 22:25; 23:1, 4; 38:9; 45:9; 54:12; 66:2; 68:3, 5; 74:25; 75:8; 80:13</p> <p>testified [3] 4:1; 96:7, 21</p> <p>testimony [17] 3:15, 16; 28:17; 32:1; 37:12; 48:23; 51:15, 25; 53:2; 55:15, 21; 56:4; 58:15; 69:4; 87:3; 100:6, 8</p> <p>than [17] 13:12; 23:25; 25:20, 21; 42:1,</p>

<p>3, 18; 43:17; 44:23; 57:1; 59:11; 72:15; 74:22; 75:3; 86:5; 88:16; 96:8</p> <p>thank [10] 30:21; 34:14; 47:1; 72:7; 76:4; 90:22; 96:14; 98:7; 99:15; 103:16</p> <p>thanks [1] 72:8</p> <p>that's [50] 9:5, 21; 10:8, 20; 16:17; 20:21; 23:12; 24:2, 9; 25:17, 23; 26:2; 27:12; 28:16; 29:7; 32:8; 38:22, 24; 42:16; 44:11; 50:12; 58:20; 59:1; 70:13; 71:1; 72:8; 73:17; 74:5, 19; 76:2; 77:13; 81:24; 83:23; 84:1; 87:3; 88:22; 90:22; 91:8; 92:2, 25; 93:2, 9, 14, 15; 94:18; 95:24; 97:24; 98:19</p> <p>their [76] 8:12; 9:16, 19; 13:11; 14:13, 14; 15:13, 15; 16:4, 5, 8, 25; 17:11, 16; 18:12, 14; 19:14; 21:19; 22:8, 9; 23:5, 20, 24; 25:25; 34:3, 5; 35:21; 40:5, 10; 41:6, 13, 14, 25; 42:2, 13; 44:15, 24; 45:7, 8, 10, 15, 16, 19; 47:19; 54:12; 60:17; 62:17; 63:18; 64:19; 65:3, 9, 22; 68:16, 22; 69:2; 70:8, 10, 14; 71:8, 9, 16; 77:9, 11; 78:1; 80:11; 86:3, 5; 87:13; 88:11; 89:2, 12; 98:4</p> <p>them [117] 6:13; 8:15, 17; 9:19; 15:4, 6, 12, 13, 20; 16:4, 7, 18; 17:2, 8, 11, 12, 13, 16, 25; 18:4, 7, 9, 12, 15, 17, 18, 21, 23; 20:3, 12; 23:22, 24; 24:17, 25; 25:5, 18, 22, 23, 24; 27:16; 29:9; 30:23; 31:1; 33:1, 24; 35:1; 36:6; 38:25; 40:11; 41:5, 11, 12, 14, 15, 22; 42:21; 43:5; 44:14; 45:4, 8, 9, 17, 24; 47:12, 18; 48:3; 54:11; 57:3, 14; 63:1, 2, 10, 11, 12, 17, 18, 25; 64:1, 4, 21; 65:6, 15; 66:18; 68:23; 69:3; 71:6; 77:7, 9, 14; 78:3, 5, 8, 11, 12, 13, 17; 79:22; 80:7, 14, 15, 17; 82:9; 85:2; 87:6, 7, 8, 9, 11, 19; 88:5, 19</p> <p>then [36] 7:10; 8:14, 16; 15:18; 16:3; 18:12; 19:10, 20; 20:4; 21:10; 25:25; 28:8; 33:16; 37:20; 42:20, 24; 46:24; 48:25; 53:25; 56:11; 65:11, 17, 18, 19; 69:21; 70:22; 78:5; 81:15; 82:3; 87:19; 90:11; 92:1; 93:5, 17; 94:4</p> <p>there [77] 4:18; 7:6, 8, 14, 16, 24; 8:4; 10:16; 12:24; 14:16, 24; 16:18; 17:8; 18; 19:21; 24:20; 25:12; 26:23; 27:22; 28:1, 7, 13; 30:8; 33:3, 4; 36:19; 37:1, 25; 38:12, 21, 22; 39:24; 41:22; 44:11, 21, 24; 45:16; 46:14, 16, 23; 49:6; 50:1, 20; 53:2; 56:11; 58:2, 16, 18; 59:8, 11, 25; 60:8, 19; 62:3, 7; 64:2; 66:4, 18, 20, 23; 67:1, 11, 15; 71:23; 72:2; 73:7; 74:1; 82:23; 84:9; 87:22, 23; 91:4; 92:13, 16, 21</p> <p>there's [25] 4:18; 29:12; 38:9; 40:25; 45:8, 10; 46:5, 10; 51:23; 52:5, 7; 67:8, 13, 17; 72:1; 75:8; 82:21; 84:9; 91:11; 92:21; 93:5, 17; 94:7; 95:24</p> <p>thereafter [1] 100:9</p> <p>thereon [1] 101:8</p> <p>thereto [2] 100:14; 102:3</p> <p>these [44] 5:2; 11:24; 13:20; 23:17; 24:14; 26:6; 31:25; 35:13, 17; 36:13, 14, 15; 39:9, 10; 44:22; 47:2, 5, 8, 23; 48:1; 50:6, 10; 51:3, 8; 53:5, 17; 60:24; 61:19; 64:9; 65:8; 66:9; 67:3; 68:5;</p>	<p>75:3; 76:12, 21; 79:19, 21; 80:7; 83:5, 11; 88:18; 91:3; 95:10</p> <p>they [177] 4:10; 8:6, 10, 14; 9:15; 11:25; 12:22, 24, 25; 13:1, 7, 8, 9, 10, 12, 13, 16, 18; 14:6; 15:5, 8, 9; 16:6, 15, 18, 20; 17:1; 18:1, 3, 13, 16; 20:5; 22:11; 23:1, 2, 3, 4; 27:22, 23, 25; 30:19, 24; 32:23; 33:21; 34:2; 36:23; 38:10; 39:11; 40:12; 41:1, 2, 3, 12, 16; 42:2, 10, 13, 21, 22, 24; 44:15, 20, 23; 45:5, 10; 47:18, 19; 50:17, 19; 51:4, 5, 9; 62:18; 63:5, 6, 21, 22, 25; 64:16, 18, 22; 65:18; 66:15, 17; 68:22, 25; 69:1, 2, 3; 70:13, 14; 71:20; 72:14; 75:1; 76:16, 18; 77:3, 11, 23; 78:3, 8, 9, 12, 14, 15, 16, 17, 18, 19, 21; 80:1, 8, 9, 12, 13, 15; 81:7; 82:2; 83:5, 6, 14, 15; 84:4; 85:23, 24; 86:1, 2, 3, 4, 6, 8, 10, 11; 87:4, 14, 16, 17, 18, 20, 25; 88:3, 6, 8, 14, 17; 89:2, 3, 8, 9, 11, 13; 90:7; 91:6, 24; 95:1, 5, 9, 10, 22; 96:4, 6, 9; 97:1</p> <p>they'd [10] 8:11, 12; 17:14; 65:3, 4; 78:5, 13; 83:12; 86:9; 87:9</p> <p>they're [8] 32:22; 39:2; 45:19; 47:15; 50:22; 70:7; 80:10, 14; 95:25</p> <p>they've [4] 42:12; 45:20; 80:8, 10</p> <p>thing [7] 4:22; 7:6; 24:20; 39:4; 44:18; 55:8; 57:15</p> <p>things [5] 5:6; 56:5; 68:5; 75:12; 97:18</p> <p>think [24] 22:4, 24; 23:9, 10; 26:20; 35:2; 43:24; 46:4, 10, 14, 18; 50:22; 51:18; 61:21; 64:1; 76:9; 81:4; 85:6; 89:11, 15; 90:22; 97:5, 24; 98:19</p> <p>thinking [1] 14:23</p> <p>third [2] 62:16, 20</p> <p>third-party [19] 23:14; 63:11, 22; 65:9; 77:24; 78:22; 79:8; 80:3; 83:6, 7, 8, 10; 84:5, 12, 22; 87:5, 7; 88:1, 4</p> <p>this [142] 6:20; 10:11, 13; 11:5, 7, 8, 11, 17, 20; 12:2, 11, 12, 14, 15, 17, 21; 13:14; 18:1, 5; 19:4; 20:7, 11, 14, 23, 24; 21:24; 22:15, 20; 24:14, 20; 25:1, 5; 26:6; 27:15; 29:12, 17, 21, 24; 30:11, 16, 20, 24; 31:2, 3, 4, 5, 6; 32:11, 13, 15, 20; 33:8; 35:3, 4, 7, 13; 36:3, 5, 25; 37:1, 2, 11; 38:3, 5, 6, 11, 17, 19, 20; 39:3, 5, 19; 40:15; 44:17; 45:13, 22, 23; 46:1, 11; 47:9, 16, 22; 48:3, 8; 50:5, 8; 52:2, 5; 53:12, 17; 55:5, 21, 23; 56:1, 19, 25; 57:10, 15, 21, 25; 58:3; 59:2, 12, 17, 22; 60:21; 61:20; 62:10, 11; 63:1; 65:8; 68:8, 12, 14; 70:3; 71:17; 72:17, 20; 74:13; 75:9; 78:9; 79:4; 81:5, 13, 17; 82:13; 87:25; 96:3, 12; 97:10, 19; 98:2, 3, 8, 12; 100:11, 17; 103:16</p> <p>those [38] 4:9; 9:5; 10:24; 12:2; 23:2; 25:16; 27:5; 30:4, 14; 38:11; 50:3, 15, 21; 51:1; 52:7; 54:8; 57:2, 24; 62:4, 9, 17; 64:23; 68:1; 69:8, 11, 14; 70:8; 71:23; 72:4; 74:22; 77:5; 84:20; 85:3; 88:16; 90:3, 6; 94:8; 98:25</p> <p>though [2] 24:20; 42:23</p> <p>thought [4] 22:19, 20; 57:23; 92:2</p> <p>three [14] 7:8; 27:25; 41:16; 58:3; 69:6;</p>	<p>11, 14; 71:4; 78:12, 21; 78:8; 79:22; 80:11; 95:18</p> <p>threshold [2] 62:24; 63:1</p> <p>through [8] 30:19; 37:5; 49:6; 56:12; 58:18; 60:15; 66:17; 76:25</p> <p>time [60] 4:16; 11:5, 7, 21; 13:10, 23; 14:3, 20, 21; 15:8; 16:9; 18:19; 19:5; 20:7; 21:12; 22:15; 25:5, 10, 12; 26:7, 11, 13; 28:9; 30:24; 31:5; 33:11, 12; 42:12, 13; 48:5; 52:5; 53:5; 54:21; 57:21; 62:10, 23, 25; 63:2, 9, 10, 19; 64:7, 20; 69:10; 72:8, 17; 81:5, 12; 85:20, 23; 86:13; 87:12, 16, 17; 93:23; 94:21; 97:4; 98:12; 99:12</p> <p>times [3] 38:10; 83:25; 95:9</p> <p>title [4] 65:23, 25; 66:1, 11</p> <p>titled [1] 84:10</p> <p>today [4] 4:7; 69:5; 75:1; 98:2</p> <p>together [1] 98:8</p> <p>told [15] 8:2; 14:17; 15:8; 17:13; 18:9, 12, 17; 30:7; 63:12; 79:8, 10; 82:12, 14; 87:7, 19</p> <p>tom [7] 11:23; 14:20; 15:8; 21:10; 23:7; 29:23; 35:22</p> <p>too [2] 62:18; 75:19</p> <p>took [18] 10:7; 11:12, 25; 16:17; 21:14; 25:5; 26:11; 28:10; 29:8; 32:10; 35:11; 36:11; 62:11; 73:5; 87:18; 93:22, 24</p> <p>top [1] 60:7</p> <p>topeka [1] 80:22</p> <p>total [1] 24:24</p> <p>totaling [1] 25:16</p> <p>touch [2] 78:5; 87:6</p> <p>toward [1] 21:16</p> <p>town [1] 79:24</p> <p>track [2] 11:24; 38:23</p> <p>tracks [1] 38:22</p> <p>traditional [2] 24:6, 8</p> <p>transaction [11] 10:7; 11:21; 12:15; 25:5; 29:8; 30:1, 11; 32:9; 35:10; 36:11, 23</p> <p>transactions [5] 11:25; 36:12, 14, 21; 56:25</p> <p>transcript [3] 98:3; 99:8; 103:12</p> <p>transcripts [1] 97:20</p> <p>transition [1] 21:14</p> <p>transport [40] 6:7; 15:6, 9; 16:4; 18:23; 19:11; 22:7, 9; 25:24; 27:15; 28:11; 41:5, 13; 42:11, 16, 24; 45:15, 21; 50:10; 61:4; 62:25; 63:13, 14, 16; 65:20; 67:18; 70:20; 83:11; 84:12; 85:8, 15; 86:19; 87:8, 11, 15; 90:10, 13; 95:6; 96:22; 97:2</p> <p>transportation [140] 3:12; 14:18; 15:15, 19, 20, 22; 17:15; 18:10; 20:9; 21:20; 23:3, 17; 24:6, 18; 31:11; 38:18, 21; 39:6, 10, 20; 40:4, 6, 10, 12, 19, 20, 21; 41:4, 8, 10, 19, 23, 24; 42:4, 6, 17, 23; 43:2, 18; 44:4, 10, 14, 16, 18, 19, 24; 45:6, 12, 23; 46:2; 47:9, 16, 23; 49:18; 50:5, 13; 51:10; 53:13; 57:11, 18; 59:17, 23; 60:18; 61:20; 62:5, 23; 63:15, 18; 64:10, 11, 16, 20, 24; 65:1, 8; 66:5, 7, 10, 17, 19; 67:1, 6, 11; 68:12, 14, 19, 24; 69:5, 19, 22; 70:7, 9, 10, 14, 17; 71:5, 15, 25; 72:4, 12; 73:5;</p>	<p>75:1, 6, 7, 14, 21; 76:7, 11, 15, 22, 25; 77:1, 6, 8, 13, 15; 78:2; 83:18, 19, 23; 84:2; 86:14; 88:19; 89:16; 90:2, 3, 15; 92:25; 94:4, 25; 95:1, 11; 96:23; 97:6, 9, 10</p> <p>transported [6] 66:12; 68:4; 69:7, 17; 71:12; 78:7</p> <p>transporter [4] 60:19, 22; 61:7; 69:2</p> <p>transporting [5] 18:7; 25:9; 65:5, 7; 67:16</p> <p>treated [3] 24:17; 42:4; 97:20</p> <p>trial [1] 103:15</p> <p>tried [1] 35:4</p> <p>tries [1] 38:23</p> <p>true [11] 10:13; 15:16; 42:8, 19; 53:4, 11; 87:1; 91:15; 94:24; 101:7, 11</p> <p>trust [1] 80:15</p> <p>try [2] 4:21; 75:12</p> <p>trying [2] 64:21; 68:12</p> <p>turn [5] 54:22; 59:16; 60:6, 7, 8</p> <p>two [11] 9:4; 10:1; 16:16; 27:3; 40:25; 62:11, 17; 76:24; 86:2; 88:16; 96:16</p> <p>type [7] 14:7; 20:12; 30:14; 38:3; 39:3; 57:15; 71:24</p> <p>typewriting [1] 100:9</p> <p>typically [1] 15:22</p> <p>typo [1] 46:10</p>
---	--	---	--

- U -

uh-huh [1] 56:18

ultimately [4] 27:8; 32:25; 54:23; 92:12

unable [3] 18:13; 63:1, 21

unbundled [3] 70:13; 71:1; 72:5

under [21] 14:17; 18:17; 51:10; 60:10; 65:8; 66:9, 24; 67:3, 10; 82:19; 86:19; 95:23; 96:3; 97:7, 19, 20, 25; 98:6, 21; 100:9; 101:10

undercharges [1] 93:14

undercollected [2] 93:11, 12

understand [33] 4:10, 11, 19, 20; 5:1, 10, 13; 22:3, 4; 26:5; 39:1, 2, 13; 41:18; 43:25; 44:1, 3; 50:12, 23; 56:20; 60:1, 21; 65:4; 68:12; 69:4; 70:3; 71:1; 78:17; 79:10; 80:13; 86:13; 89:19; 93:12

understanding [4] 68:13; 70:25; 77:25; 78:25

understood [2] 78:21; 79:4

unit [2] 34:11; 74:2

units [3] 73:7, 22, 24

unless [1] 5:7

unregulated [1] 27:12

unscheduled [2] 25:13; 93:21

until [6] 21:24; 35:20; 40:16; 48:4; 65:22; 97:20

unusual [1] 36:16

unwilling [1] 88:5

up [27] 10:6; 17:10; 20:7, 24; 22:15, 17; 25:16; 27:21; 31:8; 34:21, 24; 35:20; 43:18; 44:2; 59:9, 19; 73:17; 82:2; 86:5; 89:17, 20, 22; 90:10; 91:6, 12; 92:13; 94:1

upon [2] 77:25; 102:3

us [28] 4:24; 17:9, 18; 22:22; 32:21;

33:11; 36:25; 41:4, 16; 42:11, 13; 53:8; 55:20; 62:16; 63:5, 18, 22; 65:3; 78:7, 14; 80:9, 10; 87:11, 16, 17; 90:10; 99:12 use [11] 7:19; 26:21, 22; 34:20; 38:19; 39:7; 53:25; 70:17, 25; 83:24; 84:1 used [6] 12:15; 26:17; 38:21; 39:5; 60:14; 80:14 using [2] 31:16, 18 utilizing [1] 71:12	57:1, 13, 14, 17, 21; 61:3, 11; 62:19; 63:1, 2, 8, 10, 11, 12, 25; 64:1, 20, 21; 67:17, 18; 68:23; 70:8; 71:8, 9; 74:16; 76:24; 78:7; 79:16; 80:9; 82:9; 84:1; 86:5, 12; 87:12, 17, 20; 90:4, 8, 11, 12; 92:11; 93:11; 94:10, 11, 14; 96:5; 97:18, 20, 21, 24; 98:16, 21, 25; 99:1 we'd [13] 14:23; 16:4; 17:10; 18:12, 15, 20; 40:16; 63:12, 23; 65:1, 5; 87:7, 11 we'll [8] 21:23; 31:1; 35:1; 53:23, 25; 72:25; 73:1 we're [8] 4:7; 6:5; 12:21; 13:21; 62:12; 80:9; 94:22 we've [6] 19:9; 58:2, 4; 66:16; 69:6; 80:6 week [1] 14:22 weeks [1] 86:2 well [52] 6:4, 11, 15; 11:5, 7, 18; 12:21; 13:10, 18; 14:13, 22; 15:14, 17, 22; 16:14; 17:7; 19:9; 21:9, 22; 22:22; 23:23; 24:7; 25:22; 27:20; 31:3; 33:24; 34:10; 35:8, 16; 36:18; 40:6, 24; 41:23; 42:9, 19; 43:5; 47:16; 48:21; 57:17; 63:21, 24; 65:1; 68:13; 72:18; 73:15; 78:2; 81:24; 83:12; 92:18; 94:9; 96:18; 98:3 went [8] 7:14, 16; 22:1; 30:19; 33:18; 73:3; 82:1, 2 were [98] 7:1, 15, 16; 13:11, 12; 14:6; 15:4, 20; 16:16; 18:1, 3, 13; 19:3, 12, 14, 24; 20:3, 5; 21:9; 22:11, 14; 23:1, 16, 18, 19, 22, 24, 25; 25:16; 26:3, 7, 13, 14; 27:4, 5; 28:1; 30:14, 24; 32:20; 33:11, 19; 34:7; 35:12; 36:19; 39:9, 10; 53:7, 13, 17; 56:24; 57:13; 58:2, 3; 61:19; 62:17, 18; 63:1, 6, 7, 21; 64:22; 73:23; 74:13, 20, 23; 75:22; 77:11, 18, 20; 78:1; 79:8, 18; 80:1, 12; 81:8, 16, 21; 82:13; 85:24; 86:4, 5, 11, 24; 87:14, 22, 23; 88:1, 4; 89:5, 15; 91:10, 11, 18; 92:5, 6; 95:1; 96:22; 97:4 weren't [10] 15:8; 28:2, 7; 41:17; 58:2; 77:24; 78:17; 87:17; 88:3; 89:5 west [4] 1:15; 32:24; 79:22; 103:1 whalen [3] 28:10; 35:23, 24 what's [1] 46:22 whatever [1] 4:14 when [49] 4:9; 7:5; 8:4; 11:1; 12:4, 8; 13:6, 18; 14:11, 23; 15:25; 16:19; 19:6; 20:17, 18; 21:18; 22:11, 14; 25:22; 27:4, 21; 29:19, 21; 34:7; 35:5, 20, 24; 36:7; 37:20; 44:1; 46:6; 47:25; 53:16; 57:10; 60:2, 21; 61:19; 62:10, 11; 63:14; 64:6; 66:11; 70:17, 25; 75:24; 78:2; 80:14; 81:22; 97:4 where [30] 7:12, 14; 12:25; 13:1; 29:9; 31:14, 19, 20; 36:16; 39:8, 12; 42:6, 17, 20; 43:2; 48:14; 50:9; 60:10; 64:21; 65:3, 18; 68:4, 22; 79:12, 13, 21; 80:20; 85:1; 87:3; 94:7 wherever [2] 16:5; 41:6 whether [13] 4:14; 22:25; 33:22; 38:11; 46:1; 47:22; 48:8; 53:19; 85:6; 88:6, 14; 95:8 which [20] 13:12; 21:23; 35:21; 40:12; 42:18; 50:6; 59:17; 61:3; 64:20; 67:18;	72:12; 73:15; 75:22; 76:6; 78:4; 79:24; 82:23; 83:17; 92:9; 100:11 while [3] 17:1; 30:20; 81:11 who [23] 6:14; 14:20; 15:10; 17:22; 29:21; 30:2; 39:2, 4; 43:18, 21, 22; 48:17; 49:1, 22; 57:18; 62:20; 64:7; 66:10; 77:9; 80:12; 89:16; 98:1 whoever [1] 77:11 whole [3] 81:21; 75:6, 7 whom [1] 100:5 whose [2] 28:9; 100:6 why [16] 11:7; 12:1, 2; 13:9; 29:24, 25; 30:1, 2; 35:11; 57:11; 78:25; 79:10; 80:1; 81:21; 95:22 will [14] 5:12; 30:22; 31:25; 37:4; 46:5, 9; 47:17; 52:9; 59:7; 67:3; 89:25; 98:8, 13; 99:11 williams [16] 5:15; 15:24; 18:21, 25; 19:17; 20:4; 23:25; 25:8; 41:5; 56:25; 65:14; 67:19; 71:17; 92:25 willing [4] 17:14; 80:2; 98:12; 99:6 wishes [1] 64:19 within [7] 1:20; 26:2; 34:1; 60:16; 76:16; 96:22; 97:2 without [2] 6:11; 66:1 witness [20] 1:8; 8:3; 13:5; 20:16; 29:2; 32:4; 37:22; 46:16, 25; 49:8; 52:13; 54:20; 69:25; 70:24; 72:22; 79:4; 80:6; 100:8; 102:2; 103:12 [REDACTED] [12] 3:7; 10:8; 12:18, 20; 13:7, 24; 14:4; 16:10; 19:13; 20:8; 26:8; 49:23 won't [4] 36:22; 47:16, 17; 75:19 wood [3] 91:22, 23, 24 word [1] 60:14 words [3] 19:10; 36:23; 47:2 work [6] 15:19, 21; 61:1; 90:7; 98:8; 99:11 worked [1] 7:3 working [4] 16:24; 60:23; 80:7 works [1] 68:13 worry [1] 23:10 would [112] 4:15; 6:13; 8:10, 15; 11:23; 12:3; 15:19, 20, 23; 16:3, 10; 17:2, 9; 18:8, 11, 17, 23; 19:4, 7, 23, 25; 20:2; 23:6, 7, 23; 24:5, 12; 25:3; 27:3, 13; 28:15; 34:4, 22; 39:16, 18; 41:10, 11, 25; 42:1, 2, 3, 9; 43:21, 22; 45:12, 15; 46:19; 48:17; 49:1; 51:17; 52:12; 59:17; 61:8; 62:4; 65:2, 8, 11, 12, 13, 15, 17, 19, 25; 66:20; 69:24; 70:8; 72:3, 11; 73:15, 22; 76:20; 77:5, 9, 25; 78:3, 7, 12; 81:7, 12; 83:2, 9, 14; 84:3, 12, 17, 23; 86:18; 87:19, 20; 88:6, 8, 15; 89:17, 22; 90:1, 6, 15, 17, 19; 91:3, 6; 96:6; 97:9, 19; 98:11; 99:7, 9 wouldn't [8] 6:11; 33:25; 46:1; 48:2; 53:19; 83:15; 88:8, 17 write [2] 11:17, 20 written [2] 11:8; 51:6 wrong [1] 46:14 wrote [5] 10:11; 11:14; 12:11; 37:2; 80:24 - X -	x [1] 3:1 - Y - year [2] 5:23; 10:9 years [1] 13:13 yet [1] 37:12 you'd [5] 9:4; 31:5; 39:23; 52:23; 65:24 you'll [4] 5:8; 47:22; 48:8; 52:7 you're [27] 13:19; 15:25; 19:6; 21:20; 22:4; 24:10; 26:5; 27:11; 37:18; 40:9; 41:19; 43:3; 48:4; 50:24; 52:8; 59:22; 61:18; 67:6; 75:5, 25; 79:3; 85:2, 3; 94:18; 95:24; 97:25 you've [11] 23:18; 37:20; 38:4; 49:13; 50:9, 15; 55:19; 56:15; 57:8; 72:12; 81:11 your [82] 4:3, 7, 10, 15, 25; 5:12; 6:14, 19; 7:11, 19, 20; 8:1, 18, 20; 9:7; 10:2, 23; 12:5, 8, 12; 21:2; 22:16; 23:9, 10; 24:5; 26:1, 3, 11; 27:4, 18; 28:5, 21; 29:21; 35:4, 9; 45:3; 48:12; 52:5; 54:4, 9, 12, 21; 59:5; 60:2, 18, 23; 61:1; 64:6; 66:24; 69:4; 70:11, 15; 71:11, 12; 72:8; 75:1; 77:25; 80:23; 81:6, 15; 83:16, 24; 85:6; 87:3; 88:7, 15; 90:1, 2, 14; 91:3, 15; 94:19; 96:18, 23; 97:7, 8; 103:10, 12, 16
- V - v [1] 2:7 various [4] 13:1; 56:24; 77:19; 80:23 vary [1] 10:24 verbally [1] 4:24 verify [1] 59:18 vernacular [1] 78:21 version [1] 58:16 versus [2] 40:22; 95:5 very [4] 28:2; 37:1; 40:25; 97:9 via [1] 65:13 vice [1] 17:24 violation [1] 23:7 visited [1] 26:18 volume [34] 14:8; 15:5; 21:19; 22:12; 27:14; 35:19; 38:22; 40:22, 23; 41:1, 8, 19; 42:1, 5, 18, 19; 44:6, 10, 13, 22; 45:5, 11, 19; 47:15, 20; 79:16; 81:8; 85:25; 95:5, 23; 96:6, 19; 97:2 volumes [6] 6:5; 8:11; 23:1; 44:24; 64:22; 83:20			
- W - wait [2] 22:20; 40:16 waive [1] 99:6 waived [2] 2:17; 99:16 walker [41] 1:7; 3:9; 4:1, 4, 5; 5:16, 17; 9:12; 13:4; 15:15; 28:25; 29:4; 32:3, 7; 34:18; 37:18; 40:2; 43:15; 49:5, 9; 51:23; 52:17; 54:4, 21, 24; 55:4; 58:20; 68:11; 72:8; 74:12; 88:10; 96:16; 98:15, 22; 99:8; 100:6; 101:3, 15, 19; 102:2; 103:10 want [6] 4:13; 8:23; 51:20; 98:1; 99:2, 3 wanted [3] 17:19; 45:20; 92:2 wanting [1] 72:11 wasn't [8] 14:16, 19; 21:14; 36:9; 53:8, 10; 79:11, 12 water [1] 4:14 way [12] 7:20; 14:16; 17:9; 41:24; 45:7, 9; 58:18; 59:9; 64:2; 79:3; 98:21 we [154] 4:22, 23, 24; 5:5; 6:8; 7:15, 19; 8:7, 15, 25; 9:7, 12; 14:16; 15:3, 4, 5, 6, 11, 12, 22, 25; 17:7, 8, 10; 18:22; 19:10, 11, 14, 17, 20; 20:3, 4, 5, 18, 19; 21:9, 24; 23:24, 25; 24:7; 25:4, 8, 10, 11, 14, 16, 17, 18, 22, 23; 28:2, 3; 29:9; 30:1, 2, 3; 33:24; 35:2; 37:4, 6; 38:17; 39:4, 10; 40:2, 6, 10; 41:2, 3, 5, 14, 15, 24; 43:5, 6, 10; 45:9; 47:14, 17, 25; 48:1, 2; 50:6; 53:23; 55:10; 56:23, 24;			