

APPEARANCES

MS. TRACY JOHNSON
Public Service Commission
200 Madison Street
P.O. Box 360
Jefferson City, Missouri 65102-0360
573.751.4140

For: Staff of the Missouri Public Service
Commission

MR. TIMOTHY OPITZ
Office of the Public Counsel
200 Madison Street
P.O. Box 2230
Jefferson City, Missouri 65102
573.751.5562

For: Office of the Public Counsel

MS. JACQUELINE M. WHIPPLE
MR. KARL ZOBRIST
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, Missouri 64111
816.531.7545

-- AND --

MR. COLE BAILEY
MR. ROGER W. STEINER
Everygy
1200 Main Street
Kansas City, Missouri 64105
816.556.2314

--AND--

MR. JAMES FISCHER
Fischer & Dority, PC
101 Madison, Suite 400
Jefferson City, Missouri 65101
573.636.6758

For: Everygy Missouri West

MR. TIM OPITZ
tim.opitz@opitzlawfirm.com
Opitz Law Firm
308 East High Street, Suite B101
Jefferson City, Missouri 65101
573.825.1796

For: Missouri Energy Consumers Group

1 Proceedings began at 9:05 a.m.:

2 JUDGE PRIDGIN: All right. Good morning.
3 We are on the record. This begins today's
4 evidentiary hearing in the matter of Evergy Missouri
5 West, Inc., d/b/a Evergy Missouri West request for
6 authority to implement a general rate increase for
7 electric service.

8 I'm Ron Pridgin. I'm the regulatory law
9 judge assigned to preside over this hearing that's
10 being held November 4th, 2025, in the Governor
11 Office Building in Jefferson City, Missouri. The
12 time is 9:05 a.m.

13 I would like to get entries of appearance
14 from counsel, please, beginning with the Company.

15 MS. WHIPPLE: Good morning. Jackie
16 Whipple with Dentons US, LLP. I'm here with my
17 partner, Karl Zobrist. For the Company we have Roger
18 Steiner, Cole Bailey, and also we have Jim Fischer of
19 Fischer & Dority, P.C.

20 JUDGE PRIDGIN: Ms. Whipple, thank you.
21 Any entry on behalf of the Staff of the Commission.

22 MS. JOHNSON: Thank you, Judge. This is
23 Tracy Johnson from Staff Counsel's Office.

24 JUDGE PRIDGIN: Ms. Johnson, thank you.
25 Entry on behalf of the Office of the Public Counsel

1 please.

2 MR. CLIZER: Yes, thank you. John Clizer
3 on behalf of the Office of Public Counsel. The court
4 reporter has my information.

5 JUDGE PRIDGIN: Mr. Clizer, thank you.
6 Any entry on behalf of MEEG.

7 MR. OPITZ: Good morning, your Honor.
8 Tim Opitz on behalf of Midwest Energy Consumers
9 Group.

10 JUDGE PRIDGIN: Mr. Opitz, thank you.
11 Anyone else wishing to enter an appearance? All
12 right. Hearing none. I believe we have opening
13 statements ready, and Evergy I think will begin with
14 the opening statement. Anything else from counsel or
15 from the bench before Evergy gives its opening
16 statement? All right. Ms. Whipple, when you're
17 ready.

18 MS. WHIPPLE: Good morning. May it
19 please the Commission. As I said, I am Jackie
20 Whipple. I am here with my partner Karl Zobrist.
21 We're with Dentons US, LLP. And for the Company we
22 have Roger Steiner and Cole Bailey. We also have Jim
23 Fischer of Fischer & Dority, P.C. Today we'll be
24 representing Evergy Missouri West, Inc. which we may
25 refer to as EMW or Evergy or the Company.

1 This proceeding presents an important
2 question to the Commission regarding EMW's long-term
3 resource planning and ability to provide safe and
4 adequate service to his customers. This question
5 is denominated on the parties' list of issues as
6 Issue 5C. Based on the language of the parties'
7 October 2, 2024 unanimous stipulation and agreement,
8 Should the Commission determine it is prudent for
9 Evergy to renew its firm point-to-point transmission
10 service agreement with Entergy Corp. before it
11 expires in February 2029.

12 The Company respectfully submits that the
13 answer to that question is yes. Specifically, EMW
14 requests that the Commission find that a decision to
15 renew the Crossroads Energy Center Transmission
16 Service Agreement is prudent. In doing so, the
17 Commission should confirm it will apply its
18 established prudence standard in future rate
19 proceedings where EMW's recovery of Crossroads' cost
20 of service is considered instead of ordering any
21 prospective disallowance or penalty regarding
22 transmission expense or based in the Commission's
23 historical Crossroads' related decisions.

24 The extension or renewal of the TSA is a
25 new decision point that warrants the presumption of

1 prudence, traditionally employed by this commission
2 in evaluating such transactions. It is also crucial
3 to note that in this proceeding, no party advocates
4 for a relocation of the Crossroads Energy Center and,
5 in fact, all parties agree that EMW should renew its
6 Crossroads TSA.

7 Here is some brief context for Issue 5C
8 which is before the Commission today. In accordance
9 with the parties' agreement which reserved Crossroads
10 issues for this final proceeding in EMW's rate case
11 and in collaboration with the other parties, EMW
12 commissioned Black & Veatch to evaluate the company's
13 options regarding Crossroads moving forward. Based
14 on Black & Veatch Crossroads relocation study, the
15 facts and circumstances of today's energy market,
16 EMW's 2024 triennial integrated resource plan or IRP,
17 EMW's 2025 annual IRP update and other rigorous
18 analysis, EMW has confirmed that there are three
19 options for Crossroads, although, as discussed, all
20 parties in this case support the TSA renewal option.

21 To further explain the Company's three
22 potential paths forward and the benefits Crossroads
23 provides to EMW's customers and for purposes of your
24 later questions in this case, EMW's witnesses are
25 Kevin Gunn, vice president, regulatory and government

1 affairs who discusses national energy trends and the
2 three options regarding Crossroads; Peter Rogge,
3 senior manager, engineering generation engineering
4 services who discusses Black & Veatch's Crossroads
5 relocation study which is attached as a schedule to
6 his prefiled testimony, along with the procedures
7 costs and schedule for potentially relocating
8 Crossroads to a site in the Southwest Power Pool
9 footprint; Cody VandeVelde, senior director, strategy
10 and long-term planning, energy resource management
11 who discusses the current state of affairs related to
12 Crossroads being located in Mississippi, its
13 inclusion in EMW's long-term resource planning and
14 how Crossroads enhances EMW's portfolio diversity and
15 reliability through its geographic location and fuel
16 supply. Darrin Ives, senior vice president,
17 regulatory and government affairs discusses why it is
18 prudent for EMW to renew its firm point-to-point
19 transmission service agreements which permit
20 Crossroads energy and capacity to benefit the
21 company's customers.

22 This decision tree is also provided in
23 the prefiled testimony of Kevin Gunn. In short, the
24 three options from which the Commission may select
25 for Crossroads are: Relocation of the physical

1 Crossroads assets out of Mississippi, again, no party
2 seeks; two, replacement of Crossroads with new
3 construction; or three, renewal of the Crossroads
4 TSA in 2029 on which all parties in this case agree.

5 Thus, the inquiry for the Commission is
6 practical with current and forward-looking impact
7 based on all circumstances now evident and reasonably
8 foreseeable. What is the prudent course of action
9 for EMW to take with Crossroads regarding its 2029
10 TSA renewal deadline.

11 As EMW's witnesses testify, the most
12 prudent and least cost option is for Crossroads to
13 remain in Mississippi and to continue to provide
14 valuable service to EMW's customers. This option
15 yields the lowest net present value revenue
16 requirement or NPVRR of approximately 343.4 million,
17 a levelized cost of capacity or LCOC of \$11.16 per
18 kilowatt month and the lowest estimated incremental
19 retail rate impact of roughly .002 dollars kilowatt
20 hour when compared to the other options.

21 The second best option is for EMW to
22 instead construct a replacement asset within SPP.
23 This option has an NPVRR of approximately 620.6
24 million and an LCOC of \$19.11 kilowatts per
25 kilowatt month with a customer rate impact of .006

1 cents to .008 cents per kilowatt hour. Further
2 analysis determined that replacement capacity of
3 Crossroads 300 megawatts with four General
4 Electric 7E.03 turbines would equate to an
5 estimated 668 million -- 668,250 or \$2,228 per
6 kilowatt hour.

7 Finally, the third option is to not renew
8 the TSA in 2029 and instead disassemble the 20-year
9 old facility and relocate it to a site within SPP.
10 Again, no party is advocating for this option in
11 this case. This option has an NPVRR of
12 approximately 525.9 million and an LCOC of \$15.26 per
13 kilowatt month with a higher customer rate impact
14 of .006 cents to .008 cents per kilowatt hour.

15 Based on this analysis alone, option one,
16 again, renewal of the 2029 transmission service
17 agreement for Crossroads to remain in Mississippi is
18 quantifiably the most prudent option. However, there
19 are additional reasons why maintaining Crossroads in
20 EMW's portfolio provides distinct benefits to
21 Missouri customers.

22 As Mr. VandeVelde testifies, Crossroads
23 provides tangible reliability and cost benefits to
24 EMW's customers in Missouri even from its Mississippi
25 location. In reality Crossroads is only 150 miles

1 from its SPP interconnection point and should be
2 considered reliable electric generation under newly
3 enacted Section 393.401.5. As discussed by
4 Mr. VandeVelde and Mr. Ives, Crossroads diversifies
5 EMW's generation asset portfolio from localized
6 severe weather and natural gas price shocks in SPP.
7 Crossroads is supplied by the Texas gas transmission
8 pipeline which has historically yielded lower gas
9 transportation and reservation costs than EMW's
10 Missouri natural gas facilities.

11 Additionally, Crossroads has a strong
12 operational performance history including critical
13 performance during Winter Storm Uri of 2021 and
14 Winter Storm Elliott of 2022. Finally, Crossroads'
15 locational marginal prices or LMPs in SPP have
16 consistently exceeded those at EMW's other facilities
17 with incremental market revenues flowing through the
18 FAC to customers particularly when LMPs exceed EMW's
19 load prices.

20 Now, much is made by the other parties
21 to this proceeding with regard to the Commission's
22 two prior Crossroads'-related orders from the
23 Company's 2021 and 202013 [sic] rate cases which both
24 occurred over a decade ago. Indeed, EMW is the only
25 party who provided substantive analysis regarding all

1 three options for Crossroads while the other parties
2 spent the vast majority of their testimony
3 rehashing past events that are irrelevant to this
4 proceeding.

5 To be clear, in this proceeding the
6 Company is not asking the Commission to relitigate or
7 alter either of those past decisions. This is
8 because there is a new question being asked and a new
9 decision being made. What should EMW do with
10 Crossroads going forward when the TSA ends in 2029.
11 Of course in the intervening 12 years since the
12 Commission's Crossroads Two decision, the facts
13 pertaining to Crossroads have materially changed. As
14 discussed by Evergy witnesses Mr. Gunn, Mr. Ives, and
15 Mr. VandeVelde, today's circumstances around SPP's
16 energy landscape, EMW's long-term resource planning,
17 and the value Crossroads provides for EMW's customers
18 when located in Mississippi are all significantly
19 evolved.

20 In 2009 when Evergy executed its 20-year
21 transmission service agreement with Entergy and in
22 the next couple of years when the Commission's
23 Crossroads Number One and Number Two decisions were
24 issued, the transmission expense associated with
25 Crossroads was approximately \$4.7 million. However,

1 in December of 2013 Entergy integrated its
2 infrastructure into the Midcontinent Independent
3 System Operator, or MISO, regional transmission
4 organization, RTO, not SPP. At that time the
5 transmission expense significantly increased to
6 approximately 12 million. And as of 2024, the
7 transmission expense was roughly 18.1 million, the
8 highest to date.

9 Meanwhile the regional and national
10 energy markets have fundamentally shifted. The
11 overall need for reliable electricity has surpassed
12 what anyone could have imagined in 2001 and 2013. As
13 discussed by Mr. Gunn, SPP set a new peak demand
14 record in August 2023, 10 percent above the prior
15 peak just two years earlier with projections of as
16 much as 25 percent higher by 2020 -- by 2030.
17 Dispatchable capacity has declined. Interconnection
18 congestion has increased. Extreme weather events
19 have intensified. And SPP's planning reserve margins
20 will rise beginning in 2026.

21 Against this backdrop Crossroads'
22 accredited 300 megawatts of capacity and its energy
23 value are material -- materially greater than what
24 was or could have been contemplated in 2011 or 2013.
25 Mr. VandeVelde explains that for these reasons,

1 EMW's 2024 through 2025 IRP processes have
2 reaffirmed the Company's 2007 RFP regarding
3 Crossroads and confirmed the inclusion of Crossroads
4 in EMW's portfolio results in the 20th -- in the
5 lowest 20-year NPVRR.

6 Finally, as I mentioned, the TSA must be
7 extended or renewed in 2029 in order for EMW's
8 customers to continue to receive the benefits of
9 the 300 megawatts of capacity and energy from
10 Crossroads.

11 Some combination of Staff, OPC, and MCEG
12 have proposed three recommendations regarding
13 Crossroads. Unfortunately each of those improperly
14 ignores the distinct legal and factual posture of the
15 issue that's before this Commission today.

16 In the first recommendation Staff Witness
17 Majors argues EMW should renew the TSA, but should
18 still be subject to a future disallowance of all
19 transmission expense from Crossroads. OPC witness
20 Ms. Mantle has testified she is aligned with this
21 Staff recommendation. And MCEG Witness Meyer
22 similarly argues that EMW should still be subject to
23 an ongoing Crossroads disallowance.

24 However, as Mr. Ives and Mr. Gunn
25 explains, this approach would turn the commission's

1 established prudence standard and Missouri's
2 regulatory compact on their heads. Renewing the TSA
3 cannot be a prudent course of action to take if EMW
4 will simultaneously be penalized through a
5 predetermined nonrecovery of the full cost of
6 Crossroads' future service to customers.

7 Under its prudence standard the
8 Commission also cannot disregard the significant
9 factual changes regarding SPP's energy landscape
10 since 2011 and 2013 or the quantifiable benefits
11 Crossroads provides today. Additionally, the
12 Commission is, of course, not bound by stare decisis
13 in any event, so Staff, OPC, and MCEG are legally
14 wrong in trying to impute or import a disallowance
15 from the decades-old Crossroads orders.

16 In the second alternative to a full
17 disallowance, Staff advocates a sharing mechanism
18 between EMW's shareholders and customers for the
19 Crossroads transmission expense. But again, this is
20 not a lawful application of the commission's prudence
21 standard or Missouri's regulatory compact. While the
22 Commission could in a future case provide partial
23 recovery of the existing TSA costs up until the
24 existing TSA ends in 2029, which would be an
25 allocated sharing of costs, in this case the

1 Commission should determine whether it is prudent for
2 EMW to renew its transmission contract in 2029. Any
3 later review of the costs of that TSA in a future
4 rate case should be only under the proper prudence
5 standard.

6 As to the third recommendation,
7 Mr. Majors recommends that if the Commission
8 determines that renewal of the TSA is imprudent, the
9 Commission should place an artificial cap on the
10 future replacement asset for Crossroads so that the
11 newly-constructed asset would be included in rates at
12 a value no greater than the current gross plant value
13 of Crossroads. OPC's Witness Mantle's testimony
14 aligns with this request. Frankly, this third
15 request is the most absurd and the most punitive.
16 Staff's true-up accounting schedule shows that
17 Crossroads' plant value is approximately 29 million
18 so as compared to the \$620.5 million replacement of
19 Crossroads, there would be a plant valuation
20 difference of 591.5 million. If EMW constructs a
21 Crossroads replacement, it will be entitled to
22 adequately earn its return on equity in a future rate
23 case.

24 For more than a decade EMW and its
25 shareholders have born the financial consequences of

1 prior disallowances now totaling approximately 155
2 million with a current annual disallowance of
3 approximately 18.1 million. As Mr. Ives further
4 explains, credit agencies have explicitly linked
5 EMW's credit pressure to a lack of timely cost
6 recovery and the Crossroads transmission disallowance
7 contributing to EMW's low earned return on equity.
8 But now is the time to recognize Crossroads' current
9 and ongoing benefits to EMW's customers. Prudence is
10 judged by what a reasonable utility would do under
11 the circumstances at the time, not in hindsight.

12 Therefore, EMW is proactively seeking the
13 Commission's guidance now so it can make a prudent
14 forward-looking decision regarding Crossroads in its
15 future long-term resource planning. And based on the
16 evidence presented by EMW's witnesses, renewal of the
17 Crossroads TSA is the prudent and least cost path to
18 preserve 300 megawatts of accredited capacity as well
19 as the associated reliability and economic benefits
20 for EMW's customers.

21 So in conclusion, the Company
22 respectfully requests that the Commission find that a
23 decision by EMW to renew the Crossroads transmission
24 service agreement with Entergy before it expires in
25 February of 2029 is prudent. Also, please confirm

1 that the Commission will apply its established
2 prudence standard in future rate cases where
3 Crossroads' cost of service is considered for
4 recovery and reject proposals by other parties to
5 apply protectively a penalty or disallowance
6 regarding transmission costs or to impose an asset
7 valuation cap on a resource that replaced Crossroads
8 if that is the path the Commission chooses. Thank
9 you.

10 JUDGE PRIDGIN: Ms. Whipple, thank you.
11 Any bench questions for Evergy? Ms. Whipple, thank
12 you. Any opening statement on behalf of Staff of the
13 Commission? Ms. Johnson, when you're ready.

14 MS. JOHNSON: Good morning. Thank you
15 Judge. Good morning, Commissioners, Chair Hahn.
16 It's an honor to be here with you again today and
17 specifically to share Staff's position on the
18 Crossroads issue again.

19 I want to start out with what should be
20 done with Crossroads and specifically not just what
21 should be done, but who should pay for it in the
22 future. These decision points are not linked. The
23 question of recovery is a question for a future rate
24 case, and they're not legally dependent on each
25 other. At this point the industry's backed into a

1 corner over Crossroads. Staff agrees that there is
2 only one least-cost option forward. There is only
3 one decision. Crossroads has to stay. That does not
4 require recovery for the transmission costs
5 associated with Crossroads. Staff recommends renewal
6 of the contract for Crossroads without transmission
7 costs. If you have questions about alternatives, I'm
8 sure that you'll recognize that Staff is willing to
9 come to the table and discuss options, but at this
10 time I want to address a few of the benefits of
11 Crossroads that Ms. Whipple laid out.

12 Ms. Whipple spoke about gas prices and
13 specifically about locational marginal price or LMP.
14 So the claim that natural gas prices are lower in
15 Mississippi, thus justifying increased transmission
16 expenses, is simply not true. EMW cites gas prices
17 at marginal pipeline price, not the price of actual
18 delivered and burned gas. Staff uses actual
19 delivered gas prices burned at three comparison
20 plants, Crossroads, South Harper, and Greenwood
21 during 2024. So during that time Crossroads'
22 delivered price of natural gas is nearly twice that
23 of Greenwood. Greenwood burned substantially more
24 natural gas in 2024. More importantly from 2009
25 through 2024, Greenwood delivered natural gas costs

1 were less than Crossroads with the exception of two
2 years. Staff's gas analysis is attached to the
3 testimony of Staff witness Keith Majors. If you'd
4 like more information on that, I encourage you to
5 have a longer discussion with him.

6 EMW also claims that Crossroads' higher
7 locational marginal price is a benefit over other
8 generating facilities. Diversity in the portfolio.
9 But the revenues received in every year since 2014
10 have not exceeded the annual fixed transmission
11 expenses. What does that mean. The marginal
12 revenues received do not even cover the fixed
13 transmission costs and make zero contribution to
14 fixed costs or even to the fuel that it takes to run
15 that plant.

16 Do not let Evergy West pull you into
17 their alternate reality of urgency and threaten you
18 with the idea of inadequate generation. Should
19 action be taken urgently? Sure. Is generation a
20 concern? Absolutely. But the Crossroads facility
21 and Evergy West's desire to have ratepayers foot the
22 bill for the transmission costs will not help things
23 move more quickly or remedy the Company's failure to
24 act to mitigate the transmission problem they have
25 known about for over two decades.

1 Further Staff rejects any rhetoric about
2 Everygy dealing with the sins of Aquila. It's been
3 over 15 years since this company's sins became their
4 own. What Ms. Whipple described as punitive options
5 are merely responsive actions made in regard to
6 choices and actions taken or failure to act on the
7 part of this company.

8 At this time I'd like to look at a
9 timeline. It's a demonstrative. I'm going to have
10 my colleagues hand it out if that's okay, Judge.
11 Thank you. So I've intentionally waited to give this
12 to you. I've intentionally waited to give this to
13 you because I wanted to keep an eye toward the
14 future, toward the actual issue question, the actual
15 issue question which is do we renew the contract.
16 Staff's answer to that was yes. I don't want to take
17 away from that. MECG, OPC, and Staff agree on many
18 fronts. The question of where we go from here
19 requires compromise and a willingness to come to the
20 table. Staff is always willing to come to the table.
21 However, the decisions of today deserve reflection on
22 the past so that we are not doomed to repeat negative
23 outcomes.

24 So let's reflect. Starting with the
25 block of time in the early 2000s, that's number one

1 on our timeline, during this time Crossroads was put
2 up for sale, valued against comparable units, and bid
3 in for short and long-term purchase power agreements,
4 PPAs. What did not happen. It did not sell for the
5 price the company wanted for it, PPAs were not
6 executed, and comparisons came with caveats regarding
7 location. No one wanted a distressed peaking unit so
8 far away from their service territory outside of
9 their RTO. Here's the first series in a long history
10 of missed opportunities by the company. Crossroads
11 could have been sold for less and generation could
12 have been built out elsewhere, somewhere in the RTO
13 or even in the service territory, maybe Sedalia. If
14 you want the entire history of what Staff knew, when
15 they knew it, and why everyone else should have known
16 to, please ask Mr. Keith Majors. I also encourage a
17 long conversation about the history with OPC witness
18 and former Commission staffer, Lena Mantle.

19 The next block on our timeline, number
20 two, covers the Company's rate cases in 2010 and '12
21 when they were filed or '11 and '13 as Ms. Whipple's
22 presentation referenced. Recovery of all
23 transmission costs associated with Crossroads was
24 requested and denied a total of four times. Each
25 initial case and the associated rehearing for each

1 got the same result. During this time MISO
2 integration activities resulted in a dramatic
3 increase in Crossroads' transmission costs.

4 The chair of the commission during that
5 time frame of denials was Mr. Kevin Gunn. You'll
6 recognize him as a Company witness today. Former
7 Chairman Gunn will tell you that the circumstances of
8 Crossroads have changed, things are different than
9 they were during his time on the commission. Staff
10 agrees. But in the opposite direction and for
11 different reasons than Mr. Gunn suggests. The
12 situation has gotten worse. The costs are higher.
13 The situation has even been more exacerbated the
14 longer the Company refuses to mitigate these
15 transmission costs, especially since this time frame
16 represents the second series of missed opportunities
17 by the company. After having been told no four
18 separate times that these costs cannot be recovered
19 while seeing them increase, the Company could have
20 sold, relocated, or built out other options.

21 This brings us to number three. Starting
22 in the mid -- starting in mid-2014, this section on
23 the timeline looks promising on the surface. The
24 Company convened a team, performed a cross-functional
25 evaluation for options of what to do with Crossroads

1 and they came up 15 options to mitigate Crossroads'
2 transmission costs. They even made a presentation at
3 commission agenda to share their findings. So which
4 option did they choose to mitigate the transmission
5 costs? Here's the third series of missed
6 opportunities.

7 The Crossroads capacity was -- if the
8 Crossroads capacity, excuse me, was to be replaced,
9 EMW's missed several opportunities to replace
10 generation at attractive prices. EMW could have sold
11 Crossroads with Commission approval and used the
12 proceeds to invest in local generation without the
13 burden of what is now nearly 19 million in
14 transmission costs before even 1 kilowatt hour of
15 energy leaves that plant. We go right back to 2010
16 because the next rate case was filed with a request
17 for recovery of all Crossroads' transmission costs.
18 They picked the ratepayers covering the costs again,
19 or at least they tried to.

20 This carries us to number four. This is
21 the weighted game because there's not a lot of
22 evidence to be had about actions taken partially
23 because the last rate case I mentioned from 2016
24 ended in a black box settlement along with the next
25 rate case in 2018. And when Evergy West filed

1 its 2022 rate case, no transmission costs were
2 included. Crossroads wasn't even a litigated issue,
3 so problem solved. They moved in another direction.
4 Or another missed opportunity and we kick the can
5 down the road. I suggest the can was kicked in the
6 hopes that memories are short and the situation may
7 change.

8 In support of my theory, number five on
9 the timeline, this current case. Same story,
10 different decade. The company is at the same
11 decision point it was nearly ten years ago when it
12 undertook a cross-functional evaluation of what to do
13 with Crossroads. A study has been completed in this
14 case as Ms. Whipple walked you through. The
15 least-cost option is to continue paying the
16 transmission costs. The Company's answer now is the
17 same as it was then, the same as it was at the
18 outset: Assign the transmission costs to customers
19 for a peaking plant outside of its RTO after the
20 Commission repeatedly said no.

21 The timeline looks to the future with
22 number six hoping for a change in approach by Evergy
23 West. Mr. Gunn is correct, the status quo won't cut
24 it. There seem to be a lot of parties reminding you
25 what the law says today. Companies are often quick

1 to draw a line in the sand and remind us that the
2 Commission cannot make managerial business decisions
3 for a company. Agreed, but they cannot have their
4 cake and eat it too. They want you to pass on the
5 burden of their bad managerial decisions to
6 ratepayers so their shareholders, and in turn, their
7 leadership, don't feel the consequences of decades of
8 avoided impacts surrounding Crossroads. I don't have
9 to tell you that you're not bound by past orders, the
10 same way that OPC does not have to tell you that you
11 cannot bind future commissions. But I do ask you to
12 reflect on a history lived by staff, the history of
13 this company by its many different names to ask you
14 to make ratepayers cover these costs.

15 I'll take questions.

16 JUDGE PRIDGIN: Ms. Johnson, thank you.
17 Any bench questions? Opening on behalf of MCEG.
18 Mr. Opitz, when you're ready, sir.

19 MR. OPITZ: Good morning and may it
20 please the Commission. Tim Opitz on behalf of MCEG.
21 I just want to mention three things to keep in mind.
22 One, building a power plant or deciding not to build
23 a power plant and purchase one has long-term costs
24 and consequences. Two, 100 percent recovery of
25 transmission costs related to Crossroads from

1 customers does not result in just and reasonable
2 rates. And three, in this case you don't have the
3 information to tell Evergy its decision to enter into
4 a contract is prudent.

5 So what is the issue in this case. The
6 issue has been on a couple slides. It's should the
7 Commission determine it is prudent for Evergy to
8 renew its firm point-to-point transmission service
9 with Entergy Corp. before it expires in 2029. We've
10 got testimony in this case that indicates doing so
11 would be a least-cost path moving forward. I say
12 indicates because we don't have the information at
13 this time. We don't know the contract terms. We
14 don't know if the Company is going to put a hundred
15 percent of this cost on customers. I think it's --
16 it is not appropriate to do that. We don't know if
17 they're going to bear a hundred percent of the costs.
18 If the Company says, Yeah, we're going to sign it and
19 bear a hundred percent of the costs, I'd probably say
20 go ahead and tell them that they can re-sign. But
21 we're not going to assume that because a hundred
22 percent of transmission costs is not just and
23 reasonable rates.

24 We can look at the handout from the
25 Company on their decision to understand why -- how

1 things might change or why just signing a new
2 contract, whatever it may say, is not the prudent
3 path forward. Look at option three which is
4 relocating Crossroads to a new service territory.
5 It's actually a lower NPVRR than option two which, as
6 I heard, the Company's framing as, Well, our choices
7 here are option one or option two which is keep as-is
8 or build a new one and get rid of the other one. But
9 they're saying option three down on the bottom. It's
10 less NPVRR than new build, but the new builds gets 20
11 extra years of life. So think about that. We don't
12 have a contract here about what it's going to look
13 like when they do re-sign this agreement. And it
14 sure looks like, based on what's here, that they
15 should. We talk more about that example.

16 If they sign an agreement, the way we
17 look at it, MEGC looks at it is that is the
18 transmission cost. That's a cost that's only ever
19 going up. If they build a new one, that's a
20 depreciating asset. The cost to customers is going
21 to go down over its life. So right now we're
22 presented with two sort of hypothetical options that
23 says one, it's better for customers to sign on to
24 this thing that's going to go up and increase in cost
25 over time compared to getting one that's more

1 expensive right now that's going to devalue over
2 time. Let's say they negotiate. I don't know what
3 that number may be, what it's going to cost in 2029
4 or 2030 in transmission costs. It could be that that
5 number gets high enough or that escalation is so high
6 that that turnaround, even if it is least cost in
7 that 2029-30 period, that maybe five, ten years that
8 turnaround means, just like option three here, even
9 though it's less cost than the other one, that it's
10 not a prudent decision to move forward.

11 The fact is we don't know that right now.
12 So, you know, what do we want the Commission to do
13 here? I mean, first of all, don't say it's prudent
14 to just move forward with the contract if we don't
15 know what it looks like, that we don't know these
16 costs yet. We may know what we think it'll look
17 like, but we don't know. You know, you could tell
18 the Company to come forwards with a term sheet. Go
19 and negotiate. Don't -- don't bring us a stip --
20 don't bring us a contract. Bring us the term sheet
21 and we can look at it and talk about it.

22 Once we have that number, we can get to
23 what MCEG put forward in its testimony that I didn't
24 hear as an option here, which is a reasonable option.
25 It's we look at it. We've got to take into account

1 that its not just and reasonable for customers to pay
2 a hundred percent of these transmission costs, but
3 maybe there's a balance related to the cost
4 allocation between the customers and shareholders
5 that can be reached.

6 In Mr. Meyers' rebuttal testimony he lays
7 out an outline. Now, importantly, that's not talking
8 about the ongoing contract. It's our view that the
9 Commission has decided during the ongoing contract
10 not to include that. If they re-sign the contract,
11 if it looks like it's a good deal, prudent, not
12 necessarily just least cost but prudent, we think
13 that the Company should still bear some of these
14 costs, transmission costs. I'm not saying because of
15 the sins, but it's just the consequence of the
16 choices and management decisions they made going back
17 decades as Staff previewed, as is in the testimony of
18 Staff's Keith Majors, as is attached to Greg Meyers'
19 testimony, as is in Ms. Mantle's testimony. That's
20 just an unavoidable consequence. When you build a
21 plant or decide not to build a plant and buy it,
22 there are long-term consequences.

23 So we basically said, Tell the Company to
24 bring us a term sheet. We'll look at it. We can
25 decide if that really is the best path forward. But

1 then once we've got that, we still need to talk about
2 cost recovery because it's unreasonable to have
3 customers bear 100 percent of that.

4 We started from a position that the
5 Company's put forward in prior cases where we look at
6 the value that was disallowed of transmission costs.
7 We proposed to bring it up to the 2020 -- 2029 value
8 and that would be the baseline. The Company has to
9 absorb that value of customers or on that baseline
10 for that value and then we share 50/50 moving forward
11 if there's any increases. I think that's a
12 reasonable result. I can't say that that's a
13 reasonable result in any circumstance. I mean, the
14 contract may look different. So we've got to see
15 that term sheet first. We've got to see that
16 contract first. And then we need to talk about cost
17 share.

18 So, you know, I don't want to talk more
19 about the history of it. I just want to say that
20 there are reasonable approaches that aren't just on
21 those three sheets there and that the importance of
22 looking at it and knowing what we're getting into is
23 why we can't decide it's prudent right now.

24 So I'm happy to answer any questions if
25 you have any.

1 JUDGE PRIDGIN: Mr. Opitz, thank you.
2 Any bench questions? All right. Hearing none.
3 Thank you.

4 MR. OPITZ: Thank you.

5 JUDGE PRIDGIN: Opening for Public
6 Counsel. Mr. Clizer, when you're ready, sir.

7 MR. CLIZER: If it would please the
8 Commission. John Clizer on behalf of Missouri Office
9 of the Public Counsel. And good morning to all of
10 you. All right. So I'm bringing up the train here.
11 Not unusual. I'm going to run through my opening
12 statements really quick.

13 So again, we're going to start by
14 addressing the one issue that's in front of this
15 commission and I know we've all already heard it, so
16 I'm not going to read it out loud and you can see it
17 up there. Now, the correct answer to this issue that
18 you have in front of you is no, but it's important to
19 understand that when I say that, I mean very
20 specifically the way the issue is phrased which is
21 should the Commission determine the prudence in this
22 case. The Commission should not make a determination
23 in this case at all. And as already been kind of
24 brought up this contract that's in front of us, it
25 does not expire until 2029.

1 In addition to that as Mr. Opitz on
2 behalf of MCEG just pointed out, you don't have a new
3 contract in front of you. Don't have any terms in
4 front of you. And this isn't on that one of those
5 two bullet points, but perhaps the most important,
6 this is a rate case and rates have already been set.
7 Nothing that you decide right now will affect the
8 rates that have already been set. And that presents
9 a very real legal problem to you because what is
10 being requested of you right now is advisory opinion.
11 And you can see here there is the language that's
12 been put forward in the Western District, actually I
13 believe that's a Supreme Court decision that sort of
14 identifies where the advisory opinion is. And it's
15 what happens when you ask for issues that essential
16 to determination of the case or they are based on
17 hypothetical facts.

18 The issue in front of you right now is
19 categorically not essential to determining the rate
20 case that's in front of you. Rates have already been
21 set. This will have no impact on rates. It cannot
22 have impact on rates. And there are definitely
23 hypothetical facts here because you don't have a
24 contract term in front of you.

25 As a matter of law this Commission cannot

1 issue an advisory opinion. So the correct answer to
2 this entire issue is to literally say nothing more
3 and nothing less than this is a request for an
4 advisory opinion; we cannot answer it. The entire
5 issue will be dealt with in a future rate case where
6 it can properly be addressed. But as of right now in
7 this moment the correct answer is solely, This is an
8 advisory opinion; we cannot reach it.

9 I should be able to stop there, but the
10 stipulation allows parties to put forward other
11 arguments. You've already heard all of the other
12 parties discuss the issue, so I'm going to get into
13 it. Bear with me, I apologize.

14 So what lies behind the issue, and we've
15 already touched on this quite a bit. It's the
16 transmission costs. I'm not going to belabor this by
17 going into the history of Aquila, kind of explaining
18 how we got to this point. The short version
19 obviously is that Evergy wants to recover the
20 transmission cost of getting energy from Clarksdale,
21 Mississippi where Crossroads is located, to SPP. And
22 I really want to point out again that deciding this
23 issue is actually not going to get to the conclusion
24 the Company wants.

25 The Company was really insistent on

1 saying, We want you to reaffirm that you're going to
2 employ your prudent standard, right. They kept
3 bringing that up. You have to reaffirm that you're
4 going to apply your prudent standard. But the thing
5 is this Commission already determined it was prudent
6 to acquire Crossroads and not receive transmission
7 costs. And that was upheld by the Western District,
8 right. That was appealed and the Western District --
9 the Company argued to the Western District. They
10 said, The Commission can't tell us it's prudent to
11 get this utility and not give us the transmission
12 costs. And the Western District said, No, they can.
13 The language is right there in front of you if you
14 want to read it for yourself.

15 So when you have counsel for Evergy
16 standing up there saying, Well, the Commission can't
17 make the determination that we -- it's prudent for us
18 to have Crossroads and not have transmission costs,
19 they literally already have. It's literally already
20 been upheld. You don't have to -- you don't have to
21 worry about any of this.

22 But even more important than that is the
23 simple idea that -- well, let me get into Evergy's
24 argument first. So ratepayers have spent about a
25 decade, since 2011, 2012 paying off Crossroads,

1 right. And because of that, it's actually very
2 little is left; I think earlier was thrown out 29
3 million. There's no denying that. There's very
4 little left in the plant. And Every therefore
5 argues that it would make more sense to keep using
6 that plant than to build a new one and yeah, they're
7 right. Like if you have a choice between using my
8 ten-year-old car and buying a new car, which one's
9 going to be cheaper. Using my ten-year-old car.
10 Nobody's really debating that argument. But the
11 Company then goes on to argue that because it's
12 prudent for us to keep using that plant, that has to
13 mean it's prudent for us to get the transmission
14 costs. And this is where they go wrong. Because a
15 subsequent decision does not erase past imprudence.

16 And I think that the easiest way for me
17 to explain this, it's going to be a little bit weird,
18 but I'm going to run you through a weird
19 hypothetical. Now, I promise, this is a true story,
20 okay. It's going to sound crazy, I know. I had a
21 neighbor, lived across the street from me back when I
22 was growing up in Parkville. And one day my neighbor
23 made the decision after a rainstorm that he was going
24 to mow his backyard which had a steep hill. And even
25 worse, he decided he was going to mow his yard in

1 flip-flops. Now, the unfortunate consequence of this
2 decision was that he slipped and his foot went
3 somewhere that a foot never wants to go with regard
4 to a lawn mower. It was a little grizzly.

5 If I pose you the question, Is it a
6 prudent decision to mow your yard on a hill after a
7 rainstorm in flip-flops, the answer is no, that's not
8 a prudent decision. I don't think anybody here's
9 going to argue that it's a prudent decision. But if
10 I ask you a second question, Is going to the hospital
11 afterwards, is that prudence, the answer is
12 definitely yes, you should definitely go to the
13 hospital.

14 So here's the billion dollar question.
15 Are your hospital costs prudently incurred. Because
16 Everyg wants to sit there and argue going to the
17 hospital was a new decision and because it was
18 prudent to go to the hospital, the hospital costs
19 must be prudently incurred. And the OPC is saying,
20 Well, hold on a second. The only reason we're in the
21 hospital at all was because you made a bad decision
22 regarding when you should be mowing the lawn. So
23 your hospital bills are still not prudently incurred,
24 even if you have the intervening prudent decision of
25 going to the hospital. You see how that works. Just

1 because you made a prudent decision after getting
2 into a bad situation doesn't make the costs you are
3 incurring any more or less prudent.

4 Let's apply that to the existing
5 situation to show you exactly what I mean. Is having
6 to pay transmission fees for a power plant 525 miles
7 away in Mississippi instead of having built in the
8 SPP footprint, is that prudent. I submit to you the
9 answer is no. The Commission determined that it was
10 no. I think that it's no. I just -- I can't see why
11 you would build a power plant that far away to try
12 and get transmission -- electricity here in Missouri.

13 But after we've spent a decade paying for
14 that plant, after we've almost completely paid it
15 off, does it make sense to keep using it. And the
16 answer there is yes. I think everybody actually
17 agrees, like, we should still continue using this
18 plant. But does that make the transmission costs
19 prudently incurred. And the answer again, it's just
20 like the hospital, no. The only reason in we're in
21 Mississippi at all was because you made a bad
22 decision. You made a decision to acquire or put into
23 rates Aquila that decade ago and we're still paying
24 for that decision.

25 And again, if you really, really wanted

1 to look at this from a new decision standpoint, the
2 question you would actually ask is does it make more
3 sense to spend 650 million or whatever the number was
4 quoted earlier building a plant in Missouri or
5 Mississippi. And of course if that's the question,
6 everybody here is going to say, Well, it makes more
7 sense in Missouri because then we don't have to pay
8 transmission costs. The only reason that's not the
9 question is because we've spent so long paying off
10 Crossroads. But you don't get to have the benefit of
11 that past decision allowing you to recover Crossroads
12 in rates for a decade and then just ignore the fact
13 that that's the only reason we're here in the first
14 place. They're linked. The only reason Crossroads
15 makes sense is because we've spent so long paying it
16 off. But we only paid it off because this Commission
17 said they shouldn't be allowed to recover
18 transmission costs. That is what the Commission
19 determined, and those two things are linked.

20 So having said all that, you know, how is
21 Evergy planning to force this issue. And they've
22 done it by leveling a threat, leveling a threat at
23 ratepayers. And the way the threat works is, and I'm
24 going to quote their brief here: Evergy will not
25 willing enter into or renew the transmission

1 contract, a decision the Commission has repeatedly
2 stated as imprudent, unless the transmission expense
3 is determined to be prudent and recoverable by
4 ratepayers.

5 What that translates to is this: The
6 Company is saying, If you don't allow us to recover
7 transmission costs, we will walk away from Crossroads
8 knowing full well that that will increase costs for
9 everyone, so you either give us the transmission
10 costs or we increase costs for everybody.

11 The correct response to that though --
12 oh, sorry. Again, to compare us to the hypothetical
13 I gave earlier, that's effectively if, you know,
14 Evergy had been my neighbor saying, Unless ratepayers
15 pay for my hospital bills, I'm just going to sit here
16 and bleed out. That's effectively what they're
17 attempting to say. If you don't give us the
18 transmission costs, if you don't pay the hospital
19 bills, I'm going to make the situation worse.

20 And to accomplish that they laid out and
21 you've heard this repeatedly, that they say you have
22 exactly three options. The first one's effectively
23 you give them the transmission costs because that's
24 the way, they say that's the only way we'll renew the
25 contract; the company can build a new plant

1 somewhere; or the company moves Crossroads. But
2 there's a fourth option. There really is. And the
3 fourth option is to effectively just say, We find
4 Crossroads prudent regardless of whether or not you
5 get the transmission costs.

6 Now, Evergy's response to this is of
7 course to say, Well, if you don't give the
8 transmission costs, we're going to walk away.

9 But you have an answer to that. Your
10 answer to that is to simply say, Whatever costs you
11 incur for this capacity, you are only going to be
12 allowed to recover what you would have recovered for
13 Crossroads. In other words, you're saying to the
14 company, We will give you whatever you would have
15 recovered for Crossroads, but not a penny more.

16 If you give them that option, they're
17 going to stick with Crossroads because they know
18 that's the cheapest way and any additional costs will
19 be borne by shareholders. So again, you have the
20 fourth option of effectively telling the company, You
21 are going to get whatever Crossroads would have given
22 you and not a penny more. And the impact of that
23 will be the company will stick with Crossroads
24 because the risk of increasing costs would just be
25 borne by the shareholders.

1 And again, I just want to lay this out
2 here. This is effectively what I just said, but it's
3 laid out in Ms. Mantle's testimony. Again, I don't
4 want to read the whole thing to you. This is why
5 we're talking about is it prudent for the Company to
6 keep using Crossroads even if they don't get
7 transmission costs. The answer is yes because this
8 Commission can disallow increased costs that arise
9 from choosing to walk away from Crossroads.

10 Okay. So I'm going to round this out
11 with a short review of some of the arguments you've
12 already heard today. A couple of things have come up
13 and I wanted to hit on them. This is just adding a
14 few more color to the issue.

15 Let's start with this idea that this is
16 the sins of the past. You've heard a whole lot of
17 ideas and you're probably going to hear a lot more
18 saying, Evergy shouldn't have to pay for Aquila's
19 mistakes. Or, This is in our past; we need to move
20 on.

21 First of all I want to make sure this is
22 clear. Evergy purchased Aquila with the intention to
23 scrap or sell Crossroads. When they first made the
24 acquisition, they were planning to either scrap or
25 sell this. That's in the testimony of Keith Majors

1 who does a magnificent job of laying out the history
2 surrounding all of this. Just a fantastic job.
3 Evergy was the one who made the decision to place
4 Crossroads into rates after the facts. This is not
5 an Aquila decision. This is Evergy management
6 decision saying, We're going to put Crossroads in
7 rates and rates rate recovery for it.

8 Since that time Evergy has not
9 built anything to cover that capacity gap.
10 From 2012, 2011, 2012 when the Commission first
11 decided Crossroads to 2022, in that period, there was
12 only one CCN that Evergy West put forward and that
13 was for the Greenwood solar facility, three
14 megawatts. They've had a decade to build capacity
15 knowing that this contract was going to expire. They
16 did nothing. They instead bought all the capacity
17 they needed from their sister company, Evergy Metro.
18 They never built. And it's ironic because if you
19 look back at the original Crossroads decision, part
20 of the issue was the Commission was upset that Aquila
21 had not been building. And yet here you see Evergy
22 West continuing that tradition for another decade of
23 not building. And they've had a lot of opportunities
24 to fix this.

25 It's ironic that counsel for Staff talked

1 about missed opportunities because you'll see that's
2 one of my slides as well. Let's run over some of
3 those. They've had at least two major opportunities
4 since 2010 to acquire new generation that we know of.
5 They could have purchased -- they could have
6 purchased portions of the merchant -- part of the
7 Jeffrey's Energy Center, and they've had multiple
8 opportunities to buy Dogwood. And you might be
9 saying to yourself, Well, John, they did buy a
10 section of Dogwood. They did in 2023-24, I can't
11 remember the exact time frame. But it wasn't
12 until 2023 that they issue -- requested it from the
13 Commission. They've had multiple opportunities
14 before that to acquire portions of Dogwood to shore
15 up their capacity. And again, they could have just
16 built. They had a decade to do it. They had a
17 decade to build knowing that this contract was going
18 to expire, but they didn't.

19 Perhaps the most egregious of all in my
20 opinion, Evergy decided to shut down Sibley 3. It
21 shut down Sibley 3 even though it had already spent a
22 hundred million plus dollars putting new scrubbers
23 into that plant that extended the life of the plant
24 out. They shut it down 20 years early. That's
25 baseload generation capacity that was here in

1 Missouri. And I want to remind the Commission, we at
2 the OPC fought that. We said, This is ridiculous.
3 Why are you shutting down baseload generation here in
4 Missouri. You already have a capacity shortfall.

5 And the Commission let them recover it
6 anyways. So when they talk about how Crossroads is
7 so much more valuable now, you're right, it is,
8 because you keep making the capacity problem worse.

9 I want to give you this quote from
10 Mr. Majors' testimony because I think that it
11 perfectly encapsulates the entire issue.

12 Crossroads was constructed in 2002, sat
13 idle for several years, and was only utilized by
14 Aquila for Missouri customers for a short term, 2005,
15 summer PPA where there were few alternatives. It
16 is incomprehensible that Aquila, after the
17 February 27, 2007 IRP, out of the blue made its own
18 decision to use Crossroads, a distressed transmission
19 constrained merchant plant 525 miles away to serve
20 Missouri customers. Great Plains Energy, that's GPE,
21 now Evergy West, not Aquila, made these decisions.
22 And current management has done nothing to prepare
23 for replacing Crossroads' capacity when it had
24 several opportunities to do so. It is now Evergy
25 Missouri West's responsibility to solve the problem

1 prospectively and hold customers harmless for Aquila,
2 Great Plains Energy, and now Evergy West's poor
3 decision making.

4 And the only thing I would change about
5 what Mr. Majors has to say is that it's not just
6 Evergy West, it's also this Commission who has the
7 responsibility of holding those customers harmless.

8 Last three slides, I'll run through them
9 really quick. First of all, there's been talk about
10 the earnings opportunity impact this has had, and I
11 just want to point this out. A disallowance will
12 have an impact on earnings opportunity. It has to
13 because you're basically letting the Company recover
14 less than they've actually spent. That means any
15 imprudence disallowance will have a negative impact.
16 On the other hand, not finding imprudence
17 disallowances will have an impact on customers.

18 But the real point here is if this
19 Commission reaches the decision that they can't
20 find something imprudent because it negatively
21 impacts customers' earnings, you can't find
22 anything imprudent. You have effectively abandoned
23 the prudent standard at that point. So the
24 Commission has to be okay with the idea that an
25 imprudence disallowance will result in an impact to

1 customer -- company's earnings because otherwise
2 there is no standard.

3 The very last thing I want to touch on is
4 just how much costs are planned to come down the
5 pipeline. What you have in front of you, this is
6 just Evergy Missouri West's CapEx estimates and
7 actuals from its last I think seven, I'm not sure I
8 counted that correctly, IRP filings. And you'll see
9 that from 2019 to 2025 there has been a 600 percent
10 increase in estimated costs coming down in PISA.
11 Right now the current five-year PISA spend for
12 the 2025 is estimating nearly \$5 billion in
13 additional plants. I want you to keep in mind that
14 Evergy's current plant net right now is about three
15 and a half I believe. So you're talking about more
16 than doubling the company's plant. The cost
17 implications on customers for this is going to be
18 enormous. The profit that the company's going to be
19 able to make on this is going to be enormous.

20 There are serious concerns regarding
21 affordability right now moving forward and allowing
22 them to recovery transmission costs on top of all the
23 additional CapEx they have already got coming down
24 the pipeline is going to greatly exacerbate those
25 issues.

1 So to summary, Evergy made the decision
2 to put Crossroads into rates, not anybody else. It
3 spent the last decade collecting a return on and of
4 Crossroads. Evergy has also spent that last decade
5 not fixing the problem by active -- and actively
6 making it worse by retiring Sibley. And now the
7 Company's demanding that ratepayers bail it out or
8 else Evergy will make it even more dire.

9 Again, I just want to remind this
10 Commission, when Evergy came and retired Sibley 20
11 years early after putting in a hundred-plus million
12 dollars in scrubbers, the OPC fought it and this
13 Commission allowed them to recover that. When Evergy
14 came in and said, We had massive costs during Winter
15 Storm Uri because we didn't have sufficient capacity,
16 we said, Yeah, you didn't have sufficient capacity;
17 that was imprudence. But it was allowed to be
18 recovered through securitization.

19 When Evergy came in and they were losing
20 money on wind PPAs that they were entering into to
21 shore up their capacity because again, they still
22 chose not to build, the OPC fought that too and said,
23 Why are we entering into wind PPAs that are losing
24 money. Because we're not building capacity. The
25 Commission allowed them to recover that as well.

1 When the OPC came in and said, Let's change the FAC
2 to encourage the Company to increase the actual
3 builds so that we're not relying specifically on the
4 markets for our capacity problem, again, this
5 Commission said no.

6 And I just -- how long -- how many times
7 can we see that there's a problem with the Company
8 choosing not to have built for a decade and have no
9 ramifications of that, just none. I'm strenuously
10 urging this Commission to please make sure that --
11 and this -- in this one scenario that the Company is
12 held responsible for having chosen not to build
13 anything for a decade.

14 Finally, again, ratepayers are not going
15 to be better off. If you give them the transmission
16 costs, ratepayers don't get any more capacity; they
17 just get increased costs. And they're going to get
18 increased costs on top of massive capital
19 expenditures that are coming down the pipeline.
20 Capital expenditures are going to raise rates through
21 the roof. So for all of those reasons, I urge,
22 strenuously urge this Commission to -- well, actually
23 I take that back.

24 As I said at the very beginning, all I'm
25 actually asking of this Commission is just an order

1 saying, It's a request for an advisory opinion. You
2 don't actually have to do anything more than that.
3 In fact, I don't legally think you can do anything
4 more than that. So that's really I guess all I'm
5 asking for still, just, This is an advisory opinion
6 and we can't rule on it.

7 And with that I'll take any questions you
8 have.

9 JUDGE PRIDGIN: Mr. Clizer, thank you.
10 Any bench questions? Chair Hahn.

11 CHAIR HAHN: Just a question.

12 QUESTIONS

13 BY CHAIR HAHN:

14 Q. The CapEx, those are -- you have
15 calculated that based on additional plant being
16 built. Is that right?

17 A. So I personally have not calculated that.
18 Dr. Geoff Marke has calculated that. That would be
19 my understanding, but I would strongly encourage you
20 to follow up with him to make sure that the number
21 is -- to understand the calculation. I just don't
22 want to speak out of turn because I don't want to get
23 it wrong.

24 JUDGE PRIDGIN: Thank you. Commissioner,
25 when you're ready.

1 COMMISSIONER MITCHELL: Thank you.

2 QUESTIONS

3 BY COMMISSIONER MITCHELL:

4 Q. So the plant Crossroads located in
5 Mississippi cuts through part of MISO's territory in
6 Mississippi and then through some more of MISO's
7 territory in Arkansas before it makes the connection
8 to SPP where it can actually get Evergy West. Is
9 that -- am I understanding that correct?

10 A. I believe so. I have no reason to doubt
11 the map that was included in Evergy's handout.

12 Q. And it's 525 miles from that connection
13 point?

14 A. The number I used was taken from
15 Mr. Majors' testimony. I know that Evergy has
16 said 150 miles to the SPP interconnection. I
17 personally do not know where that discrepancy is, so
18 I just want to caution. Again, I would ask
19 Mr. Majors where that number comes from, but there
20 are a large numbers of miles, I can say that much at
21 least. More than I can walk.

22 Q. And just, I mean, how much power can
23 actually make it from Point A to Point B?

24 A. Okay. That's a fascinating question. So
25 I am an attorney, not an engineer, and I'll just

1 straight up tell you, I could not begin to determine
2 what kind of power loss, if any, would occur in that
3 phrase. I think that -- I know -- well, obviously
4 Ms. Mantle is a public -- a P.E. And I don't --
5 honestly, I apologize, I don't know about anybody
6 else's credentials, so I'm afraid I can't answer that
7 one.

8 Q. Okay.

9 A. I'm sorry, sir.

10 COMMISSIONER MITCHELL: It's okay. I'll
11 save it for later. Thank you.

12 JUDGE PRIDGIN: Thank you. Any further
13 bench questions? I don't believe we have any. All
14 right. Mr. Clizer, thank you. Anything further from
15 the bench or counsel before we go on to our first
16 witness, Kevin Gunn from Evergy?

17 MS. WHIPPLE: Yes, Judge. If it would be
18 all right with you and the Commission, the parties
19 have discussed taking a quick break to see if we
20 might make the rest of the proceeding a little more
21 efficient. And during the break it -- one of the
22 things that would be great to know is if Peter Rogge
23 might be excused or if there will be bench questions
24 for him.

25 JUDGE PRIDGIN: Okay. Ms. Whipple, thank

1 you.

2 Ms. WHIPPLE: Ten, 15 minutes if that's
3 all right.

4 JUDGE PRIDGIN: I'm ask -- I'm hearing 10
5 to 15 minutes. Any responses from counsel, any
6 problems? I'm showing it's almost 10:15, so we'll
7 take a break until about 10:30 or so. Anything
8 further from the bench or counsel before we go off
9 the record? All right. Hearing nothing, we will
10 stand in recess until 10:30 a.m. Thank you. We're
11 off the record.

12 (Off the record.)

13 JUDGE PRIDGIN: All right. Thank you.
14 Good morning. We're back on the record. I believe
15 our first witness is going to be Kevin Gunn. And I'm
16 sorry, Ms. Whipple, did you have something to bring
17 to the Commission's attention?

18 MS. WHIPPLE: Yes. The parties have
19 agreed they have no cross-examination questions for
20 Mr. Rogge in the first instance and so if there are
21 also no bench questions, if he may be excused, then
22 we would ask for that.

23 JUDGE PRIDGIN: Thank you. Did I -- will
24 the bench have any questions for Peter Rogge from
25 Everygy? I'm seeing some heads being shaken. Any

1 objection to Mr. Rogge being excused from taking the
2 stand? All right. He will be excused, will not be
3 required to take the stand. Anything further before
4 Mr. Gunn takes the witness stand?

5 MS. WHIPPLE: Yes. Would you like us to
6 enter his prefiled testimony on the hearing records
7 now or do you want to do that later, Judge.

8 JUDGE PRIDGIN: I do not have a
9 preference and I don't know if counsel has a
10 reference, if you need to lay a foundation before you
11 offer an exhibit. I'm fine either way.

12 MS. WHIPPLE: If Counsel don't object, I
13 would offer for their admission now. Okay. Then so
14 moved please the public direct testimony of Peter
15 Rogge which has been marked as 159P as well as the
16 confidential version of Mr. Rogge's direct testimony
17 which is 159C.

18 JUDGE PRIDGIN: Okay. 159P and C have
19 been offered. Any objections? Hearing none.
20 Exhibits 159C and 159P are admitted into evidence.

21 (Company Exhibits 159C and 159P were
22 admitted and made a part of the record.)

23 JUDGE PRIDGIN: Anything further before
24 Mr. Gunn takes the stand?

25 MS. WHIPPLE: No, thank you, Judge.

1 JUDGE PRIDGIN: Thank you. Mr. Gunn,
2 come forward and be sworn please.

3 (Witness sworn.)

4 KEVIN GUNN

5 the witness, having been first duly sworn,
6 testified as follows:

7 JUDGE PRIDGIN: Thank you, sir. Please
8 have a seat. And, Counsel, when you're ready.

9 DIRECT EXAMINATION

10 BY MR. STEINER:

11 Q. Please state your name for the record.

12 A. Kevin Gunn.

13 Q. Mr. Gunn, where do you work?

14 A. Evergy.

15 Q. What is your title there?

16 A. Vice president for regulatory and
17 government affairs.

18 Q. Mr. Gunn, did you cause to be filed
19 direct testimony in this case which is premarked as
20 Exhibit 158?

21 A. I did.

22 Q. Do you have any corrections to that
23 testimony?

24 A. I do. It's a small word, but a large
25 correction. On 11, page 11 of my testimony on the

1 decision tree, if you look under the first box,
2 number one, it -- there needs to be a "not" in
3 between "is" and "and." So it should read, No action
4 on behalf of the Commission or Company regarding
5 Crossroads is not an option because the MISO
6 transmission expense contract expires February 2029.

7 Apologize for that miss.

8 Q. Thank you. With that correction are the
9 testimony contained in Exhibit 158 true and accurate
10 to the best of your knowledge?

11 A. They are.

12 MR. STEINER: Your Honor, I'd move for the
13 admission of Exhibit 158 and tender this witness for
14 cross-examination.

15 JUDGE PRIDGIN: 158 has been offered.
16 Any objections? Hearing none, Exhibit 158 is
17 admitted into evidence.

18 (Company Exhibit 158 was admitted and
19 made a part of the record.)

20 JUDGE PRIDGIN: And we are on to
21 cross-examination. Bear with me. I have lost what I
22 needed on my screen. Just one moment. Any
23 cross-examination, MECG?

24 MR. OPITZ: No, thank you.

25 JUDGE PRIDGIN: Any cross from Staff?

1 MS. JOHNSON: No, thank you, Judge.

2 JUDGE PRIDGIN: Cross from Public
3 Counsel?

4 MR. CLIZER: No, thank you.

5 JUDGE PRIDGIN: Any bench questions?
6 Chair Hahn, any questions?

7 COMMISSIONER MITCHELL: I have just one.

8 JUDGE PRIDGIN: Commissioner Mitchell.

9 QUESTIONS

10 BY COMMISSIONER MITCHELL:

11 Q. Good morning --

12 A. Morning.

13 Q. -- Mr. Gunn.

14 Just for the sake of the new guy and kind
15 of helping me set some context, could you give me the
16 Cliff's Notes version of how it came to be that --
17 that Evergy has this generating resource in
18 Mississippi and if the initial plan really was to
19 decommission and scrap it or sell it, what changed in
20 that?

21 A. Sure. And I think Mr. Ives can also go
22 into some more detail, but this is really legacy
23 generation from the Aquila trans -- merger with
24 KCP&L. It was a plant that was involved in the
25 transaction and was part of the package when the

1 Aquila assets and the KCP&L assets merged, when
2 essentially KCP&L bought Aquila. And that's a --
3 that's a, kind of a tortured history. Aquila was
4 obviously in some pretty big trouble and needed to
5 merge in order to really maintain the proper status
6 quo, the generation in the state. It was an
7 important merger that needed to happen in order to
8 make sure that there weren't -- wasn't kind of
9 irreparable harm.

10 And so -- and I think it's also important
11 to remember that the transmission agreement wa --
12 obligated, that that was part of this, obligated us
13 to pay the transmission costs regardless of whether
14 the plant operated or not. So the -- if the
15 contractual obligations were that if the plant were
16 to get hit by a tornado, you still would have been
17 obligated to pay the costs. So decommissioning that
18 or all of the -- all of the steps that the Company
19 looked at in dealing with the Crossroads plant was
20 under kind of that rubric, that those transmission
21 costs were still going to be incurred under the
22 original contract regardless of what happened to the
23 actual Crossroads plant.

24 So that -- when you go through the
25 different periods of time, again Mr. Ives can -- was

1 part of that; I was not part of those discussions and
2 can go through some of that historical analysis. But
3 at the different inflection points when the Company
4 was trying to deal with Crossroads, hanging over that
5 was the fact that those transmission costs were going
6 to be obligated to be paid anyway. And so it was
7 continually -- the decision was made to continually
8 operate Crossroads as it is for the benefit because
9 we were going to pay those transmission costs anyway.

10 Q. So fair to say that the transmission cost
11 just represents the fixed cost of constructing and
12 operating the line?

13 A. Well, it's all part of the MISO tariff
14 now. So originally it was the -- it was an
15 agreement, and again Mr. VandeVelde and Mr. Ives can
16 go into specifically what was covered, what costs are
17 covered on that. But it was originally -- and
18 admittedly we've done this probably on our -- it's
19 our fault that we're probably a little clunky around
20 the language. And so originally it was a
21 transmission agreement with Entergy that would have
22 the costs. But when Entergy entered into MISO, that
23 contract was transformed to the MISO tariff, so now
24 all of the -- all of the terms and everything that's
25 surrounding that and what it -- what it takes into

1 account and what those costs are, are now governed by
2 the FERC-approved MISO tariff.

3 So when we talk about terms and we talk
4 about negotiation, there's really none of that
5 existing today because it's a reservation agreement
6 through the -- through the MISO tariffs. So all of
7 those, what is accounted for in that will be
8 contained within that MISO tariff. And again,
9 Mr. Ives and Mr. VandeVelde can go into more
10 specifically about what those -- what those were.

11 Q. And I heard earlier the transmission cost
12 took some significant increases in 2014 and 2024. Do
13 you know why they went up so much at that point?

14 A. It's MISO. It's a transmission increase
15 through MISO. The 2014, clearly is once they
16 integrated into MISO, you're in a larger footprint.
17 You're not just paying a single transmission cost.
18 The transmission costs go up throughout the
19 footprint.

20 Q. And do you know, are there any other
21 off-takers for that particular transmission line? Is
22 it -- does it inclusively --

23 A. We --

24 Q. -- make that connection?

25 A. We receive both the -- we receive the

1 benefits from both capacity and energy that's coming
2 through there.

3 COMMISSIONER MITCHELL: Okay. Thank you.

4 MR. GUNN: Sure.

5 JUDGE PRIDGIN: Further questions? Chair
6 Hahn.

7 QUESTIONS

8 BY CHAIR HAHN:

9 Q. Morning.

10 A. Morning.

11 Q. Help me clarify, and if I have to ask
12 someone else, that's okay, but Commissioner Mitchell
13 brought up something that I was thinking about which
14 is Mr. Opitz said it would be nice to see a term
15 sheet as part of an agreement so that we could
16 evaluate this -- whether or not this is -- we could
17 evaluate it.

18 A. Right.

19 Q. So are you currently negotiating any
20 agreement for 2029? And I heard you say it's part of
21 a FERC reservation agreement.

22 A. And again, this was -- this was, again,
23 our fault for making it clunky because it original --
24 because of the transfer, it originally started out as
25 contractual agreement with Entergy. Once Entergy

1 moved into MISO, those -- that contract, and again,
2 Mr. VandeVelde can go into some more specifics, but
3 that contract was essentially subsumed into the MISO
4 tariff. So today there's not a negotiation with
5 Entergy, there's not a negotiation with MISO. The --
6 It's formulaic based upon the FERC-approved MISO
7 tariff. So all the -- all the terms, all of -- all
8 of everything that governs that transmission path is
9 done through the MISO tariff.

10 So are we are not doing independent
11 negotiations with MISO. It's a reservation agreement
12 now where you literally say, We are going to sign up
13 for this reservation agreement and then the terms of
14 the MISO tariff would kick in.

15 CHAIR HAHN: Okay. That's helpful. Thank
16 you.

17 JUDGE PRIDGIN: Further questions?
18 Commissioner Kolkmeyer.

19 COMMISSIONER KOLKMEYER: Thank you.

20 QUESTIONS

21 BY COMMISSIONER KOLKMEYER:

22 Q. Good morning.

23 A. Morning.

24 Q. I have a list, but I think I'm going to
25 narrow it to one.

1 A. Sure.

2 Q. That means the other guys; that's kind of
3 fair warning to them.

4 A. Sure.

5 Q. One of the, either the Staff or OPC talked
6 about when you were Chair --

7 A. Uh-huh.

8 Q. -- it was denied four times, transmission
9 cost was denied four times.

10 A. I only did it twice.

11 Q. Only twice. Can you discuss why it was
12 denied four times or two of the four?

13 A. Well, I think that -- I think it's -- the
14 orders speak for themselves, right, as you know. So
15 I think that the -- that the rationale for why the
16 transmission costs were denied, and at that point it
17 was that there was concern about the -- the plant
18 being in Mississippi, it being far away, and this
19 being an individual -- individual transaction. And
20 in my -- so -- and there were I think -- I think the
21 orders lay that out, what those -- what those
22 concerns were.

23 And I think that if you look moving on,
24 you had very similar circumstances in the other two
25 times, right. You had an existing contract. You --

1 or that turned into a reservation agreement. You had
2 this plant that was -- that was far away.

3 And that quite frankly is why we're here
4 is is that -- is that we are at a point now where
5 there is the opportunity to say, Well, the Commission
6 determined that you made a mistake and entered into
7 something imprudent for, you know, the last however
8 many years. And it seems to me that what is being
9 said now is, We want you to continue to make that
10 mistake and we want to continue to have you pay for
11 those transmission costs. And what we're saying is,
12 Well, we believe circumstances have materially
13 changed because A, this is a new agreement, we don't
14 have to enter into this agreement; it's a new
15 agreement. We are not obligated to pay the
16 transmission costs after 2029. We were obligated to
17 pay the transmission costs under the agreement
18 previously.

19 Q. All the way to '29?

20 A. All the way to '29. And like I said, if
21 the plant had gotten hit by a tornado and destroyed,
22 we would still have been obligated to pay -- to pay
23 those transmission costs. It's now in MISO,
24 transmission costs have gone up, and we are in a --
25 we're in a position now where that those 300

1 megawatts are not expendable. We've got to figure
2 out -- and I think both under SB-4 and just our
3 capacity position, we need to replace those if we're
4 not -- we're not going to re-up the transmission
5 contract.

6 And look, it's not an easy decision, but
7 it's -- to have the parties say, Enter into a new
8 agreement that we believe is imprudent, doesn't make
9 any sense to me. If it's imprudent, we shouldn't be
10 entering into the contract. So why -- and I don't
11 think it's a good business decision, and I don't
12 think it's good for -- for other customers. But to
13 say, Enter into an imprudent contract because that's
14 what we think you should do, is just illogical and I
15 don't believe it comports with the regulatory
16 compact.

17 I mean, if -- we are required to do
18 prudent things and if we don't do prudent things,
19 then there's disallowances. And what we're asking
20 for is to say there's not going to be an automatic
21 disallowance if you -- if you move forward with this
22 contract because it is the best thing to have
23 customers do. But we're in a position right now
24 where it's kind of an absurd result where we're being
25 told to enter into a contract that the Commission

1 will say, You don't get to recover. It's a new
2 agreement. We're -- and so being told to enter into
3 an agreement that is imprudent, I don't know, it just
4 doesn't seem like that is -- that that comports with
5 the regulatory compact. It seems to me to be a
6 taking and not appropriate.

7 COMMISSIONER KOLKMEYER: Okay. Thank you.
8 Thank you, Judge.

9 JUDGE PRIDGIN: Thank you. Further bench
10 questions? Chair Hahn.

11 QUESTIONS

12 BY CHAIR HAHN:

13 Q. Sorry.

14 A. That's okay.

15 Q. It does strike me as odd that the Company
16 is asking for the Commission to make a determination
17 on prudence prior to that action occurring and us
18 having the agreement in front of us in 2029. What is
19 the Company's -- everything we do is almost looking
20 back, was it prudent. So what is the Company's
21 response that you have to have even legally a
22 response now versus --

23 A. Sure.

24 Q. -- the Company making the decision in 2029
25 as to what is the most prudent path forward and then

1 bringing that argument to the Commission then?

2 A. The biggest issue is is that we have to
3 take action today if we do not get direction that
4 this will be considered under the normal prudence
5 standard. The presumption -- if the presumption of
6 prudence is returned to this and we get the direction
7 that there is no immediate disallowance because it
8 is -- the plant is in Mississippi, this is more
9 directionally like a -- like an IRP.

10 But the reason why we don't -- I don't
11 think it's an advisory opinion is it's not like we
12 can wait until February of 2029 and say, Oh, it's
13 imprudent to enter into this contract so now we have
14 to go out and replace 300 megawatts worth of
15 capacity. We have to start taking actions today. If
16 we are going to replace that 300 megawatts of
17 capacity, the best time we'd have done probably would
18 have been a year ago before we did the study is to
19 start planning for that.

20 So -- because it's not a viable option in
21 our opinion to say, We are going to enter into a
22 contract which the Company has deemed imprudent. We
23 are going to have our shareholders -- and look, it's
24 not fun, but we have an obligation to our
25 shareholders as much as we do to the ratepayers and

1 the customers.

2 And so it is not a -- it is not a good
3 business decision to continually take those
4 transmission losses into the future that we know are
5 going to be disallowed. So if this Commission
6 determines that it is an advisory opinion and they
7 say, We are not going to make a decision -- I've been
8 wanting to do this all along; I get to quote Neil
9 Peart from Rush -- saying, If you choose not to
10 decide, you've still made a choice. And the choice
11 is not giving us directionally where we need to go,
12 so we need to start making plans to replace those --
13 that 300 megawatts worth of capacity today.

14 We can't just turn that on and turn that
15 off tomorrow. That is a -- as you know in dealing
16 with these CCNs, we have -- the planning for a
17 replacement plant or planning for replacing 300
18 megawatts is a -- is a process. And if you take a
19 look at where the capacity market is, the capacity
20 markets are going out and even buying interim
21 capacity, that is -- that is shrinking as we speak.
22 So to be able to go out and try to find 300 megawatts
23 of capacity is not an easy -- is not an easy thing to
24 do.

25 Now, of course the Commission has the

1 ability to review costs; they always do in every rate
2 case. They always have the ability to do that.
3 But by saying that you -- that -- or by not saying
4 that -- it is a little bit of a negative. Not saying
5 that there will be an automatic disallowance because
6 we don't think this is prudent or not giving us
7 clarity and having that enormous risk that the
8 Commission will do what they have done in the past if
9 we enter into that contract and find those
10 transmission costs to be imprudent and have a
11 disallowance, that's too much of a risk for us to
12 take.

13 Q. Okay. So now my memory is jogged and now
14 I'm establishing a pattern of legal strategy within
15 Evergy which is Evergy recently asked the Kansas
16 Commission for a predetermination on capital
17 structure prior to a rate case, outside of a rate
18 case. I can't recall the Commission decision in that
19 case. I think I recall Staff in that case saying
20 that the Commission couldn't predetermine capital
21 structure outside of a rate case, but I can't
22 remember what the path forward was. Do you recall?

23 A. I don't. That's a better question for
24 Mr. Ives. I wasn't involved. I know he was
25 extensively involved with that process and he can

1 answer that question.

2 CHAIR HAHN: Okay. Thank you.

3 JUDGE PRIDGIN: Any further bench
4 questions? Commissioner Coleman.

5 COMMISSIONER COLEMAN: Thank you, Judge.

6 QUESTIONS

7 BY COMMISSIONER COLEMAN:

8 Q. Actually the thing I was most interested
9 in Commissioner Kolkmeyer asked, but there is
10 something that was on the chart that the Staff, PSC
11 Staff presented in their opening statements and it
12 was about opportunities missed. This would have been
13 before your time there at Evergy. But it talked
14 about options that were act -- mitigating actions
15 that could have been taken at one point and including
16 the selling of Crossroads. Have you any insight on
17 that since you've been there? Anybody given you any
18 explanation as to the strategy?

19 A. Again, all of that, underlying all of that
20 was the fact that the transmission costs would still
21 have been obligated. We were -- we were going to
22 have to pay those transmission costs. If we -- if
23 Crossroads went away and didn't exist anymore, the
24 contract would still have us do -- have us obligated
25 to pay the transmission costs. That's the -- that's

1 the dark cloud that's hanging all over this is that
2 we were obligated to pay those.

3 And so when you -- when -- and Mr. Ives
4 can go through the -- some of the teams and the
5 studies that they went, that each one of those
6 opportunities it was determined that it was a better
7 option to continue because of those obligations on
8 the transmission costs that already existed.

9 COMMISSIONER COLEMAN: Thank you. Thank
10 you, Judge.

11 JUDGE PRIDGIN: Thank you. Commissioner
12 Mitchell.

13 QUESTIONS

14 BY COMMISSIONER MITCHELL:

15 Q. Along the line, between 2014 and 2018,
16 Ms. Johnson mentioned that there were dozens of
17 studies and alternatives evaluated. And you
18 mentioned capacity markets; that made me think of
19 this, that were any of those -- did any of those ever
20 look at just taking the capacity from Crossroads and
21 selling it into the MISO energy markets and then
22 using those proceeds to offset the cost of building a
23 resource somewhere closer that -- where transmission
24 can be avoided?

25 A. Honestly I don't know the answer to that

1 question. Mr. Ives will be able to answer that
2 question.

3 COMMISSIONER MITCHELL: Okay. Thank you.

4 JUDGE PRIDGIN: Commissioner Mitchell,
5 thank you. Any further bench questions? I think I
6 have a few, Mr. Gunn.

7 QUESTIONS

8 BY JUDGE PRIDGIN:

9 Q. If you've already answered these, please
10 let me know.

11 A. Sure.

12 Q. I'm not asking you to repeat yourself.

13 A. No problem.

14 Q. I think I just have a handful of
15 questions.

16 To the extent that you know, if Evergy
17 decides to renew the point-to-point transmission
18 contracts, what terms will be negotiable and when
19 will the new agreement be negotiated?

20 A. Mr. VandeVelde would be able to speak to
21 that specifically, but it's my understanding that
22 there is no negotiations, that it is -- it is
23 literally a formulaic governed by the MISO tariff and
24 the MISO tariff would set out all those terms and
25 conditions. So it's not like an individual

1 negotiation. You have a reservation agreement that
2 is governed by the tariff. You literally send it in
3 or click a few buttons and you have that -- those
4 terms and conditions all apply.

5 Q. If Evergy renews the point-to-point
6 contracts with Crossroads, would the other party be
7 Evergy or, excuse me, Entergy or MISO or another
8 party?

9 A. It's my understanding it would be MISO.

10 Q. Okay. And why would it be MISO instead of
11 Entergy or the City of Clarksdale?

12 A. It's -- because you're selling into the
13 MISO market from what I un -- from what -- again,
14 Mr. VandeVelde, and if -- they can clear if I'm
15 wrong. But from my understanding, the counterparty
16 is MISO because it's through the tariff. You're
17 selling into the MISO market. Entergy still
18 technically probably owns the line, but they give up
19 operational control to MISO, so that transaction
20 would go through MISO and MISO would be the other
21 party.

22 Q. And again, if Evergy renews, do you know
23 if Evergy would want the agreement to be identical or
24 similar to the current agreement, or would there --
25 do you foresee any changes to that agreement?

1 A. From what I understand that the current
2 tariff isn't going to change, so the -- but the term
3 might change. So you are not -- you are not
4 necessarily obligated to do a contract for the life
5 of the -- of the plant. So there are -- and so if
6 you -- and again, Mr. VandeVelde can go into more
7 detail. But from my understanding if you renew that
8 contract for one to four years, then if you want to
9 renew it again, you have to go through a new study
10 process with MISO. If you renew it for five years or
11 more, you get rollover rights under the -- under the
12 MISO tariff so you could roll that contract over five
13 years or for longer.

14 So we could -- we today could set a new
15 term for 5 years, 10 years, 15 years and you'd get
16 rollover rights. If you did it for one year, two
17 year, three years, you could do that, but that would
18 have implications because if you want -- if you then
19 decided you wanted to re-up after that period of
20 time, you would have to go through the MISO study
21 process again. And again, Mr. VandeVelde can correct
22 me if I'm wrong, but I believe that's my
23 understanding of the -- kind of the only flexibility
24 in the terms and conditions because of the way the
25 tariff is set up.

1 Q. Has Evergy begun negotiations for a new
2 contract or contracts?

3 A. Again, it's not really a negotiation.
4 It's -- it is you submit a reservation request under
5 the MISO tariff, and that's accepted or it's not.
6 And I -- and I believe that there we are right now
7 because we have the current agreement, that it
8 would -- it would be accepted. The only thing that
9 we could make the determination of is how long that
10 term was going to be that the -- that the agreement
11 would continue.

12 Q. Okay. And I don't expect counsel to
13 address this in post-hearing briefs, but what is your
14 take on Public Counsel's position that rates have
15 been set and you're simply asking for an advisory
16 opinion which the Commission doesn't have an
17 authority to do?

18 A. I think in -- and I asked the same
19 question. There are -- there are certainly other
20 cases in which the Commission has given direction to
21 companies on where they should go. I think that this
22 ultimately will address rates. We're not asking for
23 a revenue requirement change, but I think ultimately
24 it does have an impact on rates.

25 And again, I don't believe it's an

1 advisory opinion; I think it's ripe because we have
2 to target -- we have to take some action based on the
3 Commission decision. We have to start -- if the
4 Commission says, No, we're not -- even if the
5 Commission says, We're not going to make that
6 determination at this time, we have to start making
7 preparations to replace those 300 megawatts. So we
8 need to start making preparations today. We have to
9 take affirmative action based on Commission decision.
10 It's not hypothetical, it's not -- it's not made up,
11 it's not saying some future time. It's the -- the
12 day the order comes out we will have to take some
13 action potentially based on what the Commission's
14 decision is.

15 JUDGE PRIDGIN: All right, Mr. Gunn.
16 Thank you. I don't think I have further questions.
17 Chair Hahn.

18 QUESTIONS

19 BY CHAIR HAHN:

20 Q. Sorry, me again. The only authority that
21 I'm aware of that the Commission has to make a
22 predetermination is in the CCN role. Where else does
23 the Commission have the authority to make this
24 decision?

25 A. I want to -- I -- while I would love to

1 have the Commission say that this is -- it's prudent
2 to do, I think saying that we -- you would return to
3 the -- because it's a new agreement, you would return
4 to the prudent standard and not have an automatic
5 disallowance. Return to the -- to the normal
6 presumption of prudence based on the decision that's
7 being made, that's probably -- and there wouldn't be
8 an automatic disallowance is probably sufficient for
9 us.

10 But to not have that and I -- and I --
11 again, I think the Commission gives direction in
12 their orders all the time. But does this have to be
13 specifically decision -- use the term "decisional
14 prudence," I think they probably -- you probably have
15 the authority to do that, but that's probably a legal
16 question.

17 CHAIR HAHN: Thank you.

18 JUDGE PRIDGIN: All right. Any further
19 bench questions? All right. Hearing none. Any
20 cross-based on bench questions. MEG?

21 MR. OPITZ: No, thank you, your Honor.

22 JUDGE PRIDGIN: Staff?

23 MS. JOHNSON: Just a few things, Judge,
24 thank you.

25 CROSS-EXAMINATION

1 BY MS. JOHNSON:

2 Q. Good morning, Mr. Gunn.

3 A. Morning.

4 Q. I want to follow up on Commissioner
5 Kolkmeier's question regarding the four denials that
6 I mentioned in my opening, and I'd like a little bit
7 of clarity here --

8 A. Uh-huh.

9 Q. -- for the record.

10 So in the rate cases filed in 2010
11 and 2012, numbered maybe 2011, 2013, however we want
12 to categorize. You know the ones I'm talking about?

13 A. I do.

14 Q. Okay. In those rate cases were there
15 applications for rehearing, motions for rehearing?

16 A. I would assume so. I'm not sure, but I
17 assume they were. They were -- they were almost
18 always filed, so I would assume they were.

19 Q. And if there were motions for rehearing
20 filed and they were denied, would that be a denial of
21 the Commission to rehear those the issues in that
22 case? Is that how you'd categorize that?

23 A. The Commission has -- well, I believe the
24 Commissioner would have -- Commission would have
25 decided that they decided it correctly in the first

1 instance and didn't need to rehear.

2 Q. Is that what your Commission decided at
3 that point?

4 A. That what, the transmission costs should
5 be excluded?

6 Q. That they wouldn't rehear the issue in
7 those two cases.

8 A. Again, I -- if that's what the record
9 shows, I would accept that. I don't have any
10 specific recollection of what order came out after
11 that.

12 Q. Okay. I understand. Thank you.

13 A. It was a long time ago.

14 Q. Thank you for the clarification.

15 A. Sure.

16 Q. I also want to ask about the MIS0 process.
17 So there's been a lot of questions and a lot of
18 inferences about negotiations for contracts. And
19 I'll be fully transparent that I was not aware that
20 there would be really kind of a lack of negotiation
21 from what you're implying. And I'm curious if you
22 could walk through the MIS0 process. And I know that
23 we've had a question about negotiations starting, but
24 has the MIS0 process, the request, reservation
25 request I think you called it, has that started?

1 Have steps been taken?

2 A. So Mr. VandeVelde can go into I'm sure
3 exquisite detail about this. But from my
4 understanding it is literally as simple as we could
5 do that today, we could do that -- I think we have
6 a -- I think there's a notice period if we're not
7 going to renew, that would be a year, a year-long
8 process. But anytime up to that notice period from
9 what I understand it is simply a submission of the
10 request. And that is either accepted and I think
11 that there is a presumption that it's accepted if
12 you -- if you currently have the reservation
13 agreement.

14 So I -- it has not -- I literally think
15 it's we would take action to do that, so it's not a
16 very long process. It's a very simple process that
17 could happen almost at any time.

18 Q. Whenever you make a request for one of
19 those reservations that's quick or can be, and
20 there's a presumption of approval if it's already in
21 place, have you ever had an indication of -- prudence
22 indication from the Commission before making any
23 other reservations in MIS0?

24 A. I don't know the answer to that question.
25 Because I don't -- I don't make those reservations

1 and I'm not sure I have -- much of that has happened
2 before I joined the company, so I just don't know.

3 MS. JOHNSON: Okay. Thank you for the
4 clarifications. Nothing further.

5 JUDGE PRIDGIN: Ms. Johnson, thank you.
6 Any cross, Public Counsel?

7 MR. CLIZER: Yes.

8 CROSS-EXAMINATION

9 BY MR. CLIZER:

10 Q. So first I want to ask these questions in
11 regard to the issue related to the advisory opinion
12 you were asked from the bench. I just want to make
13 sure I understand some things correctly. You're
14 familiar with the style of this case. Right?

15 A. I am.

16 Q. Right. And this is a rate case. Correct?

17 A. It is.

18 Q. Right. And the purpose of a rate case is
19 to set new tariffs. Or rather to change the
20 company's tariff sheets addressing the rates that are
21 set in the rates in the rate case. Correct?

22 A. It's not the only purpose, but it's the
23 main purpose.

24 Q. Well, you would agree with me that there's
25 a stipulation that's been signed and approved by the

1 Commission that sets new rates in this rate case?

2 A. That sets the revenue requirement, yes.

3 Q. You would agree me with me the new tariff
4 sheets have been put forward and are currently in
5 effect with new rates for this rate case?

6 A. I do.

7 Q. And you would agree with me that the
8 outcome of this decision in front of the Commission
9 right now will not result in a change to the tariff
10 sheets that are currently in effect as a result of
11 this rate case?

12 A. Not directly, but -- but I also, I don't
13 believe that if you -- rate case orders also can set
14 policy that would eventually have an impact on rates.
15 So, for example, whether there's a pilot program or
16 other policy steps that are taken. So under the
17 absolute strict definition of what you're trying to
18 say, I don't know that I agree with that statement.

19 Q. Well, you're referring to future rates.
20 You're attempting to suggest, am I not correct, that
21 what the Commission decides here could impact future
22 rates?

23 A. What I'm saying is is I don't think that
24 rate case -- rate cases only have to directly impact
25 current rates. There are policy discussions and

1 other impacts on other things that a rate case order
2 can do.

3 Q. Sure. Let me get back to my original
4 question though. Is the decision in front of this
5 Commission right now going to in any way impact the
6 tariffs that are now in effect as a result of this
7 rate case?

8 A. I don't think at the end of the order, no.

9 Q. No. I want to ask a quick series of
10 questions regarding an issue that came up I think in
11 the discussion with Chair Hahn, although I might have
12 been misjudging that; I apologize if I was. You were
13 asked effectively, you know, if the Commission
14 reaches an advisory opinion, potentially that might
15 be legally what they're required to do, but the
16 Company would effectively treat that as a decision
17 that they wouldn't be allowed to recover transmission
18 costs, and from what I understood, you would treat
19 that as a, We have to go build. Is that an accurate
20 recitation of what I think you testified to?

21 A. We -- if the Commission -- the risk is
22 such that if we don't get clarity from the
23 Commission, we are going to have to take steps to
24 replace those 300 megawatts. If not -- whatever that
25 means. But we have to start undertaking planning

1 because building is an option and is one of the
2 options that we have. I think it's the, probably the
3 only option that we have. But we have to start
4 undertaking those processes as soon as we get --
5 if -- as soon as we get an order from the Commission.

6 Q. Well, it's that clarity that I actually
7 want to drill in on. So just to make sure I
8 understand this, if the Commission were to issue an
9 order in this case and said it was prudent for the
10 Company to renew its contract but that does not
11 determine whether or not the Company will be allowed
12 to recover transmission costs, is the Company going
13 to treat that as if they are guaranteed to get
14 transmission costs, or is the Company going to go
15 build at that point?

16 A. Can you repeat that again?

17 Q. Sorry. If the Commission in this case
18 were to issue a decision that says it was prudent for
19 the Company to renew its firm point-to-point
20 transmission agreement with Entergy, but that does
21 not guarantee the recovery of transmission costs, how
22 is the Company going to respond to that?

23 A. Well, I know I would recommend that that
24 is a nondecision that creates too big of a risk for
25 us to sign the point-to-point transmission cost or

1 agreement.

2 Q. So is it correct then to understand that
3 what you're saying is that nothing short of the
4 Commission determining that you will be allowed to
5 recover transmission costs in this case right now is
6 going to encourage you to actually re-up the
7 contract?

8 A. That's not what I said.

9 Q. Ah. Well, then help me understand where
10 I'm getting things wrong.

11 A. Sure. Because what I said is if we
12 said -- if we said that the Commission was going to
13 return to a prudence standard, that under the typical
14 ratemaking principles, a return to the prudence
15 standard and there not be an automatic disallowance
16 for the -- for the plant to be in Mississippi and
17 that they would treat this as they would a new
18 agreement with all the facts done at the time in
19 which the decision was made based on all comparable
20 options, that is -- that's what we're asking for.

21 Q. And so again, if the Commission were to
22 make a decision in this case that says, We're going
23 to treat this as a new agreement as you say, but that
24 still does not guarantee that you will be allowed to
25 recover transmission costs, is that going to be

1 sufficient?

2 A. I think that's a signal that they're --
3 that they're -- have not said that there's not going
4 to be an automatic disallowance.

5 MR. CLIZER: All right. I don't think I
6 need to belabor this point any further, so I will end
7 my cross there. Thank you very much.

8 JUDGE PRIDGIN: Mr. Clizer, thank you.
9 Any redirect?

10 MR. STEINER: Yes, your Honor.

11 REDIRECT EXAMINATION

12 BY MR. STEINER:

13 Q. Mr. Clizer was talking about what the --
14 what you're asking the Commission to do here. And
15 isn't it true that in the settlement agreement, OPC
16 and all the parties separated Crossroads out as a
17 separate issue for the Commission to decide in this
18 case, the very thing we're doing right now?

19 A. That's why --

20 MR. CLIZER: Going to object to the part
21 as calling for a legal conclusion regarding what the
22 purpose of the stipulation was.

23 MR. STEINER: Well, you asked him what
24 the Commission -- what you're asking the Commission
25 to do, and I'm trying to explain he's telling -- he's

1 asking the Commission to do what you agreed to in the
2 stipulation.

3 JUDGE PRIDGIN: Yeah. I'm going to
4 overrule.

5 MR. GUNN: Issue FC was explicitly agreed
6 to, and I think the issue speaks for itself that
7 we've asked the Commission to do this.

8 BY MR. STEINER:

9 Q. So is it your -- I think you testified
10 that the Commission has given advice to companies
11 telling what the policy should be. That's something
12 the Commission can do and what the -- what the
13 Commission is supposed to do for its regulated
14 utilities. Is that correct?

15 A. It is. And even in -- I think -- I think
16 there was even some direction in the -- in some of
17 the cases, either dissenting or concurring opinions
18 from the previous iss -- when this previous issue was
19 determined. There was questioning and prodding and
20 some direction given by the Commission about how
21 things should be handled or how potentially they
22 could be handled sometime in the future.

23 Q. For the Crossroads case and for other
24 issues, this has come up with the Commission on other
25 issues. Right?

1 A. Right.

2 Q. Are you aware of any of those instances?

3 A. I mean, I think in the -- in the
4 Crossroads issues I think or just --

5 Q. Just given advice or opinions to other --

6 A. I don't think they're advisory opinions.
7 I think what they are is they're -- they're policy
8 directions. They are -- for example, I know in -- in
9 some of the energy efficiency dockets and other
10 things, you set direction. You tell -- you set
11 goals. You say, This is what we would like to see
12 from the Commission, this is what -- or from the
13 companies in the future, this is what we would like
14 to see. I think they set -- they -- they point
15 companies in the right direction.

16 Part of what we're trying to do here, and
17 I think this is really fundamental, is that the
18 parties agree that this is a messy situation. And
19 we're asking for direction from the Commission to
20 make sure we don't get in -- we don't continue that
21 messy situation for -- in perpetuity. So we're
22 trying to -- we're trying to be -- instead of asking
23 for forgiveness, like it appears we were doing after
24 a lot of the Crossroads cases, what we're trying to
25 do is say, We want to do the right thing here. We

1 want do what is best for consumers and we're looking
2 for that -- we're looking for that direction.

3 It -- quite frankly what the Commission
4 decides is fine. Whatever they decide is fine. We
5 will take actions based on their -- on what their
6 direction is. If they -- if they don't want to give
7 the clarity, that is a decision point for us. So all
8 we're trying to do here is make sure that we don't
9 perpetuate what people have been complaining about
10 since 2011.

11 MR. STEINER: Thank you.

12 JUDGE PRIDGIN: Sorry. Any further
13 questions, Mr. Steiner? All right. Thank you.
14 Mr. Gunn, thank you very much. You may step down.
15 Anything else from the bench or counsel before
16 Mr. VandeVelde takes the stand? All right. If
17 you'll come forward and be sworn please, sir.

18 (Witness sworn.)

19 CODY VANDEVELDE

20 the witness, having been first duly sworn,
21 testified as follows:

22 JUDGE PRIDGIN: Thank you very much, sir,
23 you may have a seat. And whenever you're ready.

24 DIRECT EXAMINATION

25 BY MR. ZOBRIST:

1 Q. Please state your name.

2 A. Cody VandeVelde.

3 Q. And by whom are you employed?

4 A. Evergy.

5 Q. And what is your position there?

6 A. Senior director of strategy and long-term
7 planning.

8 Q. And, Mr. VandeVelde, did you prepare
9 direct testimony in this case which has been marked
10 as Exhibit 160 and dated September 15th, 2025?

11 A. I did.

12 Q. And do you have any corrections to your
13 direct testimony?

14 A. I do not.

15 Q. And if I asked you the questions contained
16 in Exhibit 160, would you be giving the answers that
17 are set forth in that exhibit?

18 A. Yes.

19 Q. And were they given under oath?

20 A. Yes.

21 MR. ZOBRIST: Judge, I offer Exhibit 160
22 at this time.

23 JUDGE PRIDGIN: Exhibit 160 has been
24 offered. Any objections? Hearing none, Exhibit 160
25 is admitted.

1 (Company Exhibit 160 was admitted and
2 made a part of the record.)

3 MR. ZOBRIST: Okay. And I tender the
4 witness for cross-examination.

5 JUDGE PRIDGIN: Mr. Zobrist, thank you.
6 Any cross-examination. MCEG?

7 MR. OPITZ: Yes, your Honor.

8 CROSS-EXAMINATION

9 BY MR. OPITZ:

10 Q. Good morning.

11 A. Morning.

12 Q. The prior witness I guess was asked about
13 some MISO provisions and pointed to you as someone
14 who might be able to answer. Do you know what the
15 transmission point-to-point rate will be in 2029?

16 A. I do not.

17 Q. Do you know what the escalations to that
18 transmission within the point-to-point transmission
19 cost might be beyond 2029?

20 A. I do not.

21 Q. When will you know those cost figures?

22 A. When the bill from MISO shows up, just
23 like we do today.

24 Q. Are you aware if Clarksdale will add any
25 costs on top of the MISO rate?

1 A. Costs pertaining to transmission?

2 Q. Yes.

3 A. I'm not aware of any.

4 Q. Within MISO are you familiar with the
5 long-range transmission planning that they've got
6 going on?

7 A. Vaguely.

8 MR. OPITZ: That's all I have. Thank
9 you.

10 JUDGE PRIDGIN: Mr. Opitz, thank you.
11 Any cross from Staff?

12 MS. JOHNSON: Nothing from Staff, thank
13 you.

14 JUDGE PRIDGIN: Ms. Johnson, thank you.
15 Public Counsel, any cross?

16 MR. CLIZER: No, thank you.

17 JUDGE PRIDGIN: Mr. Clizer, thank you.
18 Any bench questions? I might have just a couple for
19 you.

20 QUESTIONS

21 BY JUDGE PRIDGIN:

22 Q. Has Evergy considered building a
23 transmission line from Crossroads to SPP to avoid
24 paying the MISO point-to-point costs?

25 A. We have discussed it. I've talked to our

1 transmission planning and transmission construction
2 teams about the feasibility of that. There are some
3 complications given the Mississippi River, and there
4 could be some cost complications with transacting and
5 building transmission lines over the river, but --
6 but that has been looked into.

7 Q. Is that -- is that a viable alternative
8 going forward do you think or no, and why or why not?

9 A. At this point I don't believe it is viable
10 compared to the other options that we've identified
11 mainly because I don't believe it's cost -- it would
12 be cost prohibitive to do so.

13 JUDGE PRIDGIN: All right. Thank you. I
14 think that's all I have. Any other bench questions?
15 All right. Any recross based on bench questions.
16 MECCG?

17 MR. OPITZ: No, thank you.

18 JUDGE PRIDGIN: Staff?

19 MS. JOHNSON: Just one follow up on your
20 question, Judge, thank you.

21 RECROSS-EXAMINATION

22 BY MS. JOHNSON:

23 Q. Good morning, Mr. VandeVelde.

24 A. Morning.

25 Q. You just indicated it would not be a

1 viable option to build the company's own transmission
2 line to avoid the cost of MISO transmission and you
3 said because it would be too costly. Do you have an
4 indication of who would pay those costs?

5 A. To build the transmission line?

6 Q. Yeah. Who'd end up paying for it in the
7 end?

8 A. I'm not intricately familiar with the MISO
9 protocols. I would imagine a market participant
10 would either have to sponsor and pay for those costs
11 directly or there is a potential that costs could be
12 socialized across the MISO system if MISO saw the
13 benefit of building a transmission line.

14 Q. And is that something that would likely
15 attempt to be recovered in rates if they pursued that
16 option?

17 A. If the Company pursued investing in
18 transmission infrastructure to tie it directly into
19 SPP, yes, I would -- I would recommend the Company
20 would pursue that as recovery in rates from
21 customers, yes.

22 MS. JOHNSON: Okay. Thank you for the
23 clarification.

24 MR. VANDEVELDE: Yeah.

25 MS. JOHNSON: Nothing further, Judge.

1 JUDGE PRIDGIN: Counsel, thank you.

2 Public Counsel?

3 MR. CLIZER: No, thank you, your Honor.

4 JUDGE PRIDGIN: All right. Thank you.

5 Redirect?

6 MR. ZOBRIST: Just a couple of questions,
7 Judge.

8 REDIRECT EXAMINATION

9 BY MR. ZOBRIST:

10 Q. Mr. VandeVelde, does Evergy Missouri West
11 as a public utility do business in the state of
12 Arkansas?

13 A. In the state of Arkansas, not that I'm
14 aware of.

15 Q. Okay. Is it recognized as a public
16 utility in the state of Mississippi?

17 A. Not that I'm aware of.

18 Q. And I know you're not a lawyer, but do you
19 know if the Company has ever exercised the power of
20 eminent domain in either of those two states?

21 A. Not that I'm aware of.

22 Q. You were asked some questions by Mr. Opitz
23 about the MISO tariff and how, if the Company chose
24 to renew the transmission service path agreement, how
25 that would occur. Would you explain that in a little

1 greater detail to the Commission so they have a clear
2 understanding of what that process involves?

3 A. Sure. Witness Kevin Gunn did a good job
4 on this, but, so I'll reiterate some of those points.
5 We have the reservation agreement in place through
6 February of '29 as indicated throughout this case.
7 We have up until 12 months prior to that expiration
8 to make a decision on whether or not we would like to
9 renew or extend that reservation. Because it is a
10 long-term agreement, we have that right.

11 If we were to extend that anywhere from
12 one year -- it has to -- it has to at least be a
13 one-year extension, it can be longer, but anywhere
14 between one and four years, we will then relinquish
15 our right to extend beyond that new term. If we were
16 to enter into and extend the agreement five years or
17 more, we would continue to retain the rollover rights
18 just like we do today because then it would be viewed
19 as a long-term agreement under the MISO tariff and we
20 retain those rights.

21 Q. Now, when you speak of a rollover
22 agreement, can you explain what happens when you
23 exercise a rollover or if you don't have that right
24 to exercise the rollover?

25 A. Can you clarify the question?

1 Q. Yeah. I believe that Mr. Gunn told
2 Mr. Opitz that years one through four would be
3 ineligible for a rollover and would cause
4 transmission cost studies to be implemented. And I
5 wanted you, if you could, to explain that process to
6 the Commission.

7 A. Sure. So if we were to extend in that
8 one-to-four-year time frame and then at the end of
9 that period decided that we would like to have the
10 transmission beyond that one or four-year period,
11 MISO would actually have to restudy that path and
12 would have to relook at the path and decide if there
13 were any broader network upgrades that would be
14 needed to support the flow of that power.

15 And so that would be the benefit of
16 extending five years or more is you essentially
17 prevent yourself from going into that restudy and you
18 retain that right to continue to extend without the
19 possibility of restudy and upgrades that would come
20 with an additional cost to allow for that path --

21 Q. Is --

22 A. -- of power to flow.

23 Q. And so costs that might be called for by
24 the restudy process would be avoided by a five-year
25 extension or longer?

1 A. Correct.

2 MR. ZOBRIST: Okay. Judge, that's all I
3 have. I would like to offer two exhibits based upon
4 the maps that were in Ms. Whipple's opening
5 statement. Exhibit 163, and I will pass out copies
6 to the bench and to counsel, is the SPP map that
7 shows where it extends into Arkansas. And
8 Exhibit 164 is the geographic map that shows the
9 distance between the Crossroads Energy Center and the
10 SPP interface with Southwestern Power Administration.
11 Let me ask the witness to identify these though for
12 the record.

13 MR. OPITZ: Your Honor, I'm going to
14 object to these because it seems like by counsel's
15 admission, this is relating to the opening statement
16 from co-counsel. It's not in -- as far as I know,
17 not in his testimony that was prefiled, and as such,
18 is outside the scope of any cross-examination from
19 intervenors or the bench.

20 MR. ZOBRIST: Well, I thought that Mr. --
21 pardon me. I thought that Mr. Clizer, counsel for
22 Public Counsel, said that these were not opposed, so
23 I would simply ask them to be admitted as
24 demonstrative evidence if nothing else.

25 JUDGE PRIDGIN: All right. I'll overrule

1 the objection.

2 BY MR. ZOBRIST:

3 Q. Mr. VandeVelde, would you identify
4 Exhibit 164 which is before you now?

5 A. Would you like me to describe it?

6 Q. Yes.

7 A. Yeah. So it's a geographic map showing an
8 illustration of the Crossroads Energy Center located
9 in northwest Mississippi in relation to the SPA, SPP
10 interface, that's in northern Arkansas.

11 Q. Let me show you now Exhibit 163. If you
12 would describe that for the record.

13 A. Yeah. So this is a map that's posted on
14 the Southwest Power Pool's website that shows
15 pricing. Importantly here it shows the footprint,
16 particularly the southern and easternmost extension
17 of SPP into northern Arkansas near the northwest
18 corner of Mississippi.

19 MR. ZOBRIST: Your Honor, at this time I'd
20 mover for the admission of Exhibits 163 and 164.

21 JUDGE PRIDGIN: Exhibits 163 and 164 have
22 been offered. Any objections?

23 MR. CLIZER: Give me just one second,
24 Judge.

25 JUDGE PRIDGIN: Sure.

1 MR. CLIZER: Let me think about that. I
2 don't think I have an objection. Thank you.

3 JUDGE PRIDGIN: Hearing no objections.
4 Exhibits 163 and 164 are admitted into evidence.

5 (Company Exhibits 163 and 164 were
6 admitted and made a part of the record.)

7 JUDGE PRIDGIN: I'm sorry, Mr. Zobrist, I
8 will have some bench questions. Do you have any
9 further questions for this witness?

10 MR. ZOBRIST: In terms of -- if I could
11 ask just one more question, Judge.

12 BY MR. ZOBRIST:

13 Q. Mr. VandeVelde, when it comes to the point
14 where the Company would choose to renew the
15 transmission path agreement, what information does it
16 have to have available to it at that time to execute
17 a renewal?

18 A. Can you restate the question?

19 Q. Oh, yeah. What decisions do we have to
20 make by extending the transmission service agreement?
21 What decisions does the Company have to make? Is it
22 just the term of the agreement, or is there anything
23 else in terms of cost or other conditions?

24 A. Well, we will -- we would not make any
25 cost decision when thinking about extending the

1 transmission. The only real decision we would make
2 is the duration. So if we go to extend this, would
3 we prefer to extend this one year, three year, five
4 years, ten years. So duration would be the real
5 decision.

6 Q. And the cost that would be incurred by
7 exercising that would be by virtue of whatever the
8 MISO tariff would call for by virtue of the
9 transmission path going through Entergy and then into
10 Missouri?

11 A. Correct. The MISO tariff would determine
12 that just as if the SPP tariff determines the cost of
13 transmission in the SPP.

14 MR. ZOBRIST: Thank you. That's all I
15 have, Judge.

16 JUDGE PRIDGIN: Mr. Zobrist, thank you.
17 I'm sorry. Bench questions.

18 COMMISSIONER KOLKMEYER: Yes.

19 JUDGE PRIDGIN: Commissioner Kolkmeier.

20 COMMISSIONER KOLKMEYER: Thank you,
21 Judge.

22 QUESTIONS

23 BY COMMISSIONER KOLKMEYER:

24 Q. I may have answered my own question, but
25 the second one -- map is of SPP's service territory.

1 However, you can't connect to that little finger
2 sticking down there pointing to Crossroads. You're
3 going to have to go up to almost the Missouri state
4 line to get an interface or hooked into SPP.
5 Correct?

6 A. Well, I'd start with I'm not a
7 transmission engineer, but when I have looked into
8 this, I'd inquired about the nearest sub -- SPP
9 substation closest to Crossroads, you know, what
10 would it take to upgrade that substation to allow for
11 this amount of energy to transmit through there in
12 addition to the actual infrastructure, you know,
13 poles and wires to connect the two end points.

14 So, you know, to directly answer your
15 question, I'm not sure exactly where you could build
16 into, if it would be that, you know, furthestmost
17 finger down there as you referenced or if you would
18 have to get into Missouri. I imagine there would be
19 somewhere that you could tie into prior to Missouri,
20 the state of Missouri, but exactly where I couldn't
21 tell you sitting here today.

22 COMMISSIONER KOLKMEYER: Thank you.

23 JUDGE PRIDGIN: Any further bench
24 questions? Any recross based solely on Commissioner
25 Kolkmeier's questions. MECG?

1 MR. OPITZ: No, thank you.

2 JUDGE PRIDGIN: Staff.

3 MS. JOHNSON: No.

4 JUDGE PRIDGIN: Public Counsel?

5 MR. CLIZER: Yeah. I actually hadn't
6 thought of that until Mr. Chair -- sorry,
7 Commissioner Kolkmeyer --

8 COMMISSIONER KOLKMEYER: Chair?

9 MR. CLIZER: -- brought it up.

10 I know, I know. It's a --

11 COMMISSIONER KOLKMEYER: Thank you.

12 MR. CLIZER: I apologize.

13 RECROSS-EXAMINATION

14 BY MR. CLIZER:

15 Q. So this is a color map that I'm looking
16 at. These red lines that are running everywhere, are
17 those transmission lines?

18 A. I believe so.

19 Q. Okay.

20 A. This is a low correctional marginal price
21 map that the SPP publishes.

22 Q. And those red lines running on there,
23 those are the actual transmission lines?

24 A. I imagine that's some -- some amount of
25 the transmission lines. I don't know that that's is

1 the extensive transmission system of the SPP.

2 MR. CLIZER: Okay. I'll leave it at that
3 then. Thank you very much.

4 JUDGE PRIDGIN: Mr. Clizer, thank you.
5 Redirect?

6 MR. ZOBRIST: No questions, Judge.

7 JUDGE PRIDGIN: All right.

8 MR. ZOBRIST: Thank you.

9 JUDGE PRIDGIN: Mr. VandeVelde, thank you
10 very much. You may step down. And I believe
11 Mr. Ives will be Everygy's final witness and we will
12 probably look -- looking at a lunch break after
13 Mr. Ives takes the stand. Depends on how quickly we
14 go; we'll see. Mr. Ives, will you come forward and
15 be sworn please, sir.

16 (Witness sworn.)

17 DARRIN IVES

18 the witness, having been first duly Sworn,
19 testified as follows:

20 JUDGE PRIDGIN: Thank you, sir. You may
21 have a seat. Counsel, when you're ready.

22 MS. WHIPPLE: Thank you, Judge.

23 DIRECT EXAMINATION

24 BY MS. WHIPPLE:

25 Q. When you're ready, please state your name.

1 A. My name's Darrin Ives.

2 Q. By whom are you employed?

3 A. I'm employed by Evergy.

4 Q. What is your position there?

5 A. I'm the senior vice president of
6 regulatory and government affairs.

7 Q. Did you prepare direct and rebuttal
8 testimony in this case on behalf of Evergy Missouri
9 West which has been marked as Exhibits 161P as in
10 public and 161C as in confidential for your direct
11 testimony and 162 for your rebuttal testimony?

12 A. I did.

13 Q. Do you have any corrections to your direct
14 or rebuttal testimony?

15 A. Not that I'm aware of.

16 Q. If I were to ask you the questions
17 presented in those testimonies, would your answers be
18 as set forth in Exhibits 161P, 161C, and 162?

19 A. They would.

20 Q. Are those answers true and correct to the
21 best of your knowledge and belief?

22 A. Yes, they are.

23 MS. WHIPPLE: Your Honor, at this time I
24 would move to admit Exhibits 161P, 161C, and 162.

25 JUDGE PRIDGIN: Thank you, Ms. Whipple.

1 Any objections? Hearing none, Exhibit 161C, Exhibit
2 161P, and 162 are all admitted into evidence.

3 (Company Exhibits 161C, 161P, and 162
4 were admitted and made a part of the record.)

5 MS. WHIPPLE: Thank you, Judge. Would
6 tender the witness for cross.

7 JUDGE PRIDGIN: Ms. Whipple, thank you.
8 Any cross-examination. MEEG?

9 MR. OPITZ: No, thank you, your Honor.

10 JUDGE PRIDGIN: Cross from Staff?

11 MS. JOHNSON: No, thank you, Judge.

12 JUDGE PRIDGIN: Public Counsel?

13 MR. CLIZER: No, thank you, your Honor.

14 JUDGE PRIDGIN: Any bench questions?

15 Chair Hahn, when you're ready.

16 QUESTIONS

17 BY CHAIR HAHN:

18 Q. Good morning, Mr. Ives.

19 A. Morning, Chair.

20 Q. I asked Mr. Gunn about the proceeding in
21 Kansas on the capital structure. I think I recall
22 Evergy asking the Commission to make a
23 predetermination outside of a rate case on
24 establishing Evergy's capital structure. Can you --
25 and I think I recall Staff from their commission

1 saying that the Commission can't predetermine that.
2 Can you tell me about that case and what this
3 commission actually said?

4 A. Yeah, I can. It was -- it was a pretty
5 unique request. You know, for -- for two seconds of
6 history over there it's been kind of a long-standing,
7 long-running dispute around whether or not, you know,
8 holding company debt is to be considered in the
9 capital structure of the operating utilities in
10 Kansas. We asked for a legal review of that
11 position, so pretty specific legal argument to be
12 addressed by the Commission at the front of the case
13 as opposed to at the back.

14 You're right, Staff and parties
15 opposed it. Commission ultimately issued a ruling
16 saying they weren't going to do that at that time
17 of the case and took capital structure issues up in
18 the -- in the outcome of the case as per -- per
19 normal.

20 CHAIR HAHN: Okay. Thank you.

21 JUDGE PRIDGIN: Thank you. Any further
22 bench questions? Commissioner Kolkmeier.

23 COMMISSIONER KOLKMEYER: Thank you,
24 Judge.

25 QUESTIONS

1 BY COMMISSIONER KOLKMEYER:

2 Q. Good morning.

3 A. Morning, Commissioner.

4 Q. Why was Cross -- why did Aquila build
5 Crossroads in Mississippi?

6 A. So there's a long tortured history that --
7 you know, there's a lot of testimony in the record
8 for that. At the time that Aquila looked at engaging
9 in Mississippi they were looking for some home for
10 some IPP nonregulated turbines that they put down
11 into Mississippi. And then as they moved through
12 time, probably everybody's aware that's paid
13 attention in the state, it hit some financial times.
14 The IPP market didn't turn out to be what their
15 leadership team and management team thought it was
16 going to be. And they ultimately started, you know,
17 unwinding and moving out of the nonregulated IPP
18 business.

19 One of their solutions as they continued
20 to look at Crossroads right around the time of 2007
21 and a couple years before that was to consider it as
22 an option for meeting the needs of Missouri West.
23 There's some testimony in the record that says they
24 utilized it for summer capacity in the year 2005 for
25 Evergy Missouri West and then they continued to

1 evaluate whether they could make it a longer-term
2 solution for Missouri West which was going to take a
3 dedicated transmission path in order to achieve that
4 capacity and energy for it. That's where they
5 ultimately moved as they moved into that RFP process
6 in 2007 and forward from there.

7 Q. Was it built down there for the energy
8 cost?

9 A. Yeah. When they built --

10 Q. It was cheaper?

11 A. Yeah. When they built it down there, my
12 understanding was that there were, you know, there
13 were some opportunities down there at that time they
14 thought for nonregulated IPP generation. There are
15 multiple, as I understand it, gas lines that are
16 available in that part of the country that made the
17 provision of gas a little bit easier for them. And
18 they were able to enter an arrangement with the City
19 of Clarksdale where they actually own and operate
20 those facilities. And Aquila was able to lease those
21 facilities back and it was a way for them to do it
22 without some of the ongoing operation costs and some
23 of the financial commitments of maintaining those
24 facilities but they could still get the benefits from
25 it.

1 Q. Is Crossroads producing electricity today?

2 A. It is. It is. I think there's some
3 testimony in Mr. VandeVelde's testimony in this
4 docket that talks about the hundreds of starts that
5 have been done at Crossroads over the last five
6 summers, hundred percent reliability on starts, and
7 they've been able to produce energy.

8 But I think what's most important maybe at
9 this stage of the game for Crossroads and continues
10 to be for EMW is it's also a capacity resource. You
11 know, we have to have capacity available to meet
12 customers' needs and SPP, that 300 megawatts of
13 capacity is a really important asset for us with or
14 without the energy in order to meet those SPP
15 capacity needs. And when you talk about some of the
16 prices that were in the opening statements,
17 especially -- even with consideration of the
18 transmission costs, that \$11 kW month capacity cost
19 is still far and away the lowest capacity cost out of
20 the alternatives that have been looked at in the
21 recent IRPs.

22 Q. Is it connected to the grid?

23 A. Connected to the grid, connected to MISO.
24 You know, we've talked about that transmission path a
25 little bit. I mean, you know, some interesting

1 questions today. You don't -- you don't do an
2 individual transmission interconnection from a single
3 plant to -- to a load, right. It's connected into
4 MISO and, you know, then the power goes on to the
5 MISO system. And what you pay for for service from
6 MISO is getting from the point in Clarksdale to this
7 SPA point in the SPP footprint. We don't pay for a
8 specific line to get it there. We pay for MISO to
9 get it there through their system however their
10 system moves power in order to get it to SPP. So we
11 pay for get -- moving from one end point to another,
12 not from -- to access a specific line and have it
13 flow across that line and drop down, if that makes
14 sense.

15 COMMISSIONER KOLKMEYER: It does. Thank
16 you.

17 JUDGE PRIDGIN: Okay. Thank you. Any
18 further bench questions? Commissioner Mitchell.

19 QUESTIONS

20 BY COMMISSIONER MITCHELL:

21 Q. Good morning.

22 A. Good morning.

23 Q. Do you think in any scenario it can be
24 beneficial to Missouri ratepayers to use Crossroads
25 to sell energy into MISO markets and then perhaps use

1 that, the proceeds from that to offset the cost of
2 building a new asset in Missouri or closer?

3 A. Yeah. So I'll give you nuanced answer.
4 Can absolutely be beneficial, right. I mean, you
5 could sell energy into -- to -- or capacity into
6 MISO, energy into MISO, use those proceeds, you know,
7 to offset some of that. You being could the plant
8 in -- down in Mississippi in its entirety and use the
9 proceeds for that to benefit customers towards an
10 offset to rebuild.

11 Probably what it can't do and what we've
12 never been able to pencil out, and there was some
13 discussion earlier today about these studies in '14
14 and '15. I was on those teams where we looked at 15
15 different scenarios of options to monetize and work
16 out Crossroads. None of them were more beneficial
17 than what the current existing outcome was for EMW's
18 customers.

19 You know, once the Commission had made the
20 decision that they weren't going to pay the
21 transmission path and we knew we were locked into the
22 transmission path to 2029 and once the Commission
23 had made the decision that they were going to
24 disallow \$52 million dollars of the rate base and put
25 in 62 million, so a reduced value of rate base when

1 we brought it in, any alternative that we found in
2 the 15 left us two outcomes: We were still going to
3 pay the transmission that was the shareholder burden
4 in this scenario; that wasn't going to change; and
5 any alternative to meet that capacity need with a
6 different resource was going to cost EMW customers
7 more than the reduced price of what they were paying
8 for Crossroads at the time.

9 So it really hasn't been until we got to
10 this new inflection point where that transmission
11 path expires in 2029 and it requires a decision in
12 order to move past February of 2029 that the fact
13 pattern has moved or changed. So that's why none of
14 those alternatives made sense, because we knew we
15 were going to come back and for more dollars from EMW
16 customers for one of those 15 strategies, and we knew
17 we were going to continue to have the same
18 shareholder impact on the transmission path as we did
19 under the Commission's rulings in '11 and '13.

20 COMMISSIONER MITCHELL: Thank you.

21 JUDGE PRIDGIN: Commissioner Mitchell,
22 thank you. Any further bench questions? All right.
23 Any recross based on those bench questions. MEEG?

24 MR. OPITZ: No, thank you.

25 JUDGE PRIDGIN: Staff?

1 MS. JOHNSON: No, thank you, Judge.

2 JUDGE PRIDGIN: Public Counsel?

3 MR. CLIZER: I have just a few, I want to
4 clarify a couple things.

5 RECROSS-EXAMINATION

6 BY MR. CLIZER:

7 Q. The first, with regard to the conversation
8 you were having with Commissioner Kolkmeyer -- I got
9 it right that time. So when Aquila first built the
10 plant, you would agree with me that there was an
11 Aquila regulated division and an Aquila nonregulated
12 division. Correct?

13 A. Yeah. There were probably more things in
14 that at Aquila at the time, but yes.

15 Q. Yeah. But at least those two. And I just
16 want to make sure it's clear. Aquila nonregulated
17 division was the one who first built Crossroads.
18 Correct?

19 A. That's right.

20 Q. And they were planning to use it as a
21 merchant generator?

22 A. Initially. Initially.

23 Q. Initially. Yeah. I just wanted to make
24 sure that that was clear for everyone because it can
25 get a little confusing. And just for my own sake

1 because the names get really messed up, was it Great
2 Plains Energy who bought Aquila? When the -- when
3 the merger took place, who was the one who actually
4 made the acquisition of Aquila, what entity was it?

5 A. I'm trying to remember back then because I
6 think we might have -- I think it was Great Plains.
7 I think we had gone to the holding company at that
8 same time or right around that time. I've been
9 through a few name changes in my time with the
10 company, so. I started in the old Kansas City
11 Power & Light days.

12 Q. My other question has to do with the
13 question that was asked by Commissioner Mitchell.
14 And you brought up the possibility of selling the
15 plant and this is honestly just for my own
16 edification as much as anything. My understanding is
17 that there's sort of an agreement with the City of
18 Clarksdale over who actually owns the plant. Is
19 that -- how does that work?

20 A. Yeah. So it's a little bit complicated,
21 but technically the plant today is owned by the City
22 of Clarksdale. EMW has kind of a, it's the old
23 version of a Chapter 100 sell leaseback arrangement
24 that allows them, you know, for lack of a better
25 term, like a capital lease ownership. EMW, we also

1 have a purchase option, I believe it's for a thousand
2 dollars in order to purchase the facility.

3 So all that said, to your point, we could
4 probably -- we could probably sell -- we could
5 purchase that option, sell our ownership in that
6 plant with the City of Clarksdale probably fairly
7 easily, legally, contractually. What would be
8 tougher, and we talked about this in the study in
9 this docket, is actually dismantling and relocating
10 the facility probably would have taken a lot more
11 interaction and dialogue and concessions with the
12 City of Clarksdale to impact the site itself.

13 Q. Thank you. Again, I just feel like that's
14 really confusing so I wanted that clarified. It has
15 been included in Evergy West's rates though with the
16 lend lease -- you said not lend lease. The -- what
17 is -- what is it called?

18 A. It's essentially a capital lease --

19 Q. Capital lease.

20 A. -- which allows us to rate base the value,
21 subject to the disallowance that the Commission put
22 on that rate base in the 2011 case.

23 MR. CLIZER: Thank you. Thank you.
24 That's all my questions.

25 JUDGE PRIDGIN: Mr. Clizer, thank you.

1 Any redirect based on those questions?

2 MS. WHIPPLE: Yes, thank you.

3 REDIRECT EXAMINATION

4 BY MS. WHIPPLE:

5 Q. Mr. Ives, do you recall speaking with
6 Chair Hahn about the KCC's decision on the Company's
7 motion of joint applicants relief to file legal
8 analysis regarding the standards for determining
9 capital structure?

10 A. I do.

11 Q. And did that decision come out in
12 February 20 of 2025, do you recall?

13 A. The decision that --

14 Q. The KCC --

15 A. The final decision in the case?

16 Q. The KCC's ruling on the motion?

17 A. I -- I think so. It was a relatively
18 short time frame after we originally submitted the
19 request.

20 Q. Do you -- do you believe that there are
21 circumstances different in this proceeding, the
22 question that's before this Commission, as compared
23 to that proceeding, the question that was before the
24 KCC?

25 A. I do, and I might not have said it very

1 artfully with the Chair, but I think it was a pretty
2 detailed legal nuanced request in Kansas.

3 You know, this decision, two things I
4 would say about this decision. It came up with --
5 with the earlier cross. There were -- all the
6 parties to this case entered a unanimous agreement to
7 bring this issue to this Commission at this time.
8 Now, what we hoped when we set that out was that we
9 would do a relocation study and we would have some
10 sort of agreement amongst all the parties that we
11 would be able to advance to the Commission. But that
12 unanimous settlement agreement also allowed for the
13 opportunity that we might not come to an overall
14 settlement and we might have to bring an unresolved
15 issue to the Commission in this case at this
16 proceeding.

17 The Commission agreed to accept that part
18 of the stipulation and advance us forward to provide
19 a response to the issue that was in front of them by
20 December 31st this year. That is all part of the
21 rate case process. It's all part of what these
22 parties agreed to. So it's interesting that now
23 we're in a spot where the parties are arguing we
24 really shouldn't get an answer at this stage, even
25 though we specifically agreed to advance for an

1 answer in this proceeding.

2 But beyond that I think the other thing
3 I'd mentioned was -- and I think Witness Gunn talked
4 about it earlier. I think this Commission gives
5 direction quite frequently. They've done it -- he
6 mentioned a good example in discussions around their
7 views and perspectives and policies on energy
8 efficiency in MEEIA. They've done it with EMW.

9 They've told us directly as we have had
10 earlier arguments with parties about prudence and
11 decisions, all of which have been deemed to be
12 prudent by the Commission. But the Commission has
13 come back when they've given those prudence decisions
14 and said -- given some clear direction that it's
15 they -- their intent that we're going to put more
16 steel in the ground and own more resources and make
17 sure that we're not overrelying on the market. Those
18 weren't decisions that were driving specific rate
19 actions or anything else in a rate case. Those were
20 policy decisions that the Commission advanced to make
21 sure they gave direction to EMW that we needed to
22 take a different course of action than what
23 historically had been done.

24 That's the same type of thing we're
25 talking about, having the Commission give some

1 direction and some -- a path forward as guidance to
2 us here at a time where we are at a pivot point.
3 We've got something we have to do by February
4 of 2029. The only thing we have in front of us right
5 now is a set of transmission costs that haven't been
6 provided for historically over a 20-year period and
7 positions by multiple parties that say, No matter
8 what happens, you're not going to get any more
9 recovery than you get today. You build a new plant,
10 you're not going to get more than a \$29 million rate
11 base; that's one of the positions in this case. You
12 extend the transmission path, you're not going to get
13 recovery of that. So it's basically a set of
14 positions by parties asking us to make a decision
15 that the Commission is going to determine is
16 imprudent and telling us that we should go ahead and
17 make that decision.

18 I agree with Mr. Gunn. That is an outcome
19 that does not seem to sync with the regulatory
20 compact, and I think is an impossible position for
21 anybody to ask us to be in to serve Missouri West
22 customers for the next 20, 30, 40 years.

23 Q. With Chair Hahn's question about the --
24 about that KCC decision, do you recall that the KCC
25 stated when it denied the applicant's motion, that

1 one of its main concerns was that intervenors
2 wouldn't have the opportunity to address the
3 Company's capital structure proposal?

4 MR. CLIZER: I'm going to object to a
5 leading question, although I'm not sure it matters at
6 this point.

7 JUDGE PRIDGIN: I didn't catch the
8 leading question. Can you ask it again, Ms. Whipple?

9 BY MS. WHIPPLE:

10 Q. Do you recall if the KCC articulated, you
11 know, essentially due process concerns in its -- in
12 its ruling on the motion that you discussed with
13 Chair Hahn?

14 JUDGE PRIDGIN: And I'll overrule the
15 objection. I'm sorry, you can answer.

16 THE WITNESS: Yes. It -- that was a big
17 part of their decision factory -- factoring into
18 letting that case play out is they felt like due
19 process was going to be a concern for parties because
20 we had front filed our legal analysis when we asked
21 them to make a determination on it.

22 BY MS. WHIPPLE:

23 Q. And in this case, I think you've already
24 testified to this point, but in this case this is
25 a -- this proceeding is an extension of the Company's

1 rate case as a result of the parties' stipulation and
2 all parties who agreed to that stipulation are here
3 as part of this proceeding. Isn't that right?

4 A. All here, all have provided testimony on
5 their views and perspectives of this issue.

6 Q. And it -- is it true in your experience
7 that notwithstanding the KCC specific ruling on that
8 motion under those specific circumstances, that KCC
9 regularly gives the Company policy guidance in
10 proceedings before it? Is that your experience?

11 A. The -- yeah. No different than here. I
12 mean, I mentioned a couple examples here. We are --
13 you know, steel in the ground as a result of some,
14 you know, resource planning options. We get guidance
15 and direction and orders around policy and direction
16 that the Commission in Kansas would like to see us
17 go. We've had energy efficiency discussions over
18 there that have -- that have been very similar where
19 they have given direction.

20 You know, probably one of the most recent
21 ones we had is we had a predetermination proceeding
22 for natural gas plants, and one of the things that we
23 got guidance about was the importance of the work
24 around fuel procurement and natural gas contracting
25 strategies that they wanted to make sure we were

1 paying attention to. They also provided some
2 guidance that they expected us to be creative moving
3 forward in looking at all of the above strategies to
4 meet new load including continue to consider demand
5 response and other alternatives beyond just natural
6 gas. So those certainly weren't issues that were in
7 that case, but it was part of the Commission's order
8 giving us some direction on how to think about
9 meeting load and needs moving forward.

10 Q. So if the Commission does not give the
11 Company any policy guidance resulting from this issue
12 still before it, what do you believe would be the
13 likely result?

14 A. Well, I think, and we've -- we've tried to
15 say it pretty clear in testimony and look, I have to
16 say this and this is the second or third time I've
17 had to say this in front of this Commission, but, you
18 know, there are parties that asserted that our
19 position in this case is threatening the commission
20 on what to do. I want to be super clear. We are not
21 threatening the Commission on any forward action.
22 What we are asking the Commission to do is give us
23 guidance so we have a perspective on what we should
24 do from a go-forward position. And guidance
25 to Mr. Gunn's testimony could be that you're not

1 going to give us any view on a changed perspective
2 from where this Commission has historically been.

3 Where the commission has historically been
4 is they're not going to pay for transmission costs
5 for the plant in Mississippi. If that's the
6 position, that will give us an answer. We have to
7 move forward and come up with a different strategy
8 to supply that 300 megawatts of capacity. Because
9 at 2029 it would be nothing less than foolish for us
10 to enter into a new contract that is imprudent from
11 the start, and the only guidance we have is that we
12 likely aren't going to recover any costs for using
13 that contract to serve Missouri West customers.

14 Q. And Commissioner Mitchell asked you about
15 the possibility of selling Crossroads, and I think
16 you discussed this a little bit too with Mr. Clizer.
17 Has the Company evaluated selling as well as other
18 options and at the end of those evaluations, has the
19 Company made a determination as to what the best
20 option is for Crossroads?

21 A. Yeah, we did. And we've done it a couple
22 different times and I would say a couple different
23 layers of depth, right. I mean, we've talked about a
24 little bit the 15 alternatives that were developed in
25 the 2014-2015 time frame trying to come up with

1 alternatives to solve for Crossroads over a longer
2 term. We've also looked on it couple different
3 occasions. Coming into this case we thought about
4 different alternatives again in terms of selling
5 Crossroads and advancing forward because likely that
6 will be the next step, right. If this Commission
7 doesn't give us a perspective that there is any
8 chance to recover transmission costs, our next step
9 will be probably to advance a proceeding to look at
10 the ultimate disposition of Crossroads and
11 replacement of it.

12 So we have looked at that. We've scanned
13 the market. We've talked to market participants.
14 Nothing that we evaluated, and I mentioned this
15 earlier, gave us a better answer from 2011 to 2029
16 for EMW's customers than what they're paying for
17 Crossroads right now and have been paying. Nothing
18 alleviated our shareholder burden from the
19 transmission contract by any material amount
20 through 2029. That's a new window and a new game
21 when that transmission path is no longer available to
22 us and we have to make an alternative solution. If
23 we don't enter that path and that burden has gone
24 away, we can then look at alternatives to sell
25 Crossroads and see if somebody be in the MISO region

1 is interested in doing that. That certainly creates
2 some potential for value to be applied towards what
3 the new cost of 300 megawatts would be.

4 MS. WHIPPLE: Thank you, Judge. No
5 further questions.

6 JUDGE PRIDGIN: All right. Thank you.
7 Mr. Ives, thank you very much. You may step down.
8 And this looks to be an ideal time to break for
9 lunch. I would like to resume at one o'clock. Is
10 there anything further from the bench or from counsel
11 before we take a lunch break? All right. Hearing
12 nothing, we will stand in recess until 1:00 p.m.
13 Thank you. We are off the record.

14 (Off the record.)

15 JUDGE PRIDGIN: All right. Good
16 afternoon. We are back on the record. I believe
17 Mr. Meyer is on the stand ready to testify. Is there
18 anything further from the bench or from counsel
19 before I swear Mr. Meyer in? All right. Hearing
20 nothing. Mr. Meyer, would you raise your right to be
21 sworn, sir.

22 (Witness sworn.)

23 GREG MEYER

24 the witness, having been first duly sworn,
25 testified as follows:

1 JUDGE PRIDGIN: Thank you, sir. You may
2 have a seat. Mr. Opitz, when you're ready, sir.

3 DIRECT EXAMINATION

4 BY MR. OPITZ:

5 Q. Mr. Meyer, can you state and spell your
6 name for the record please.

7 A. Sure. Greg R. Meyer, G-r-e-g, M-e-y-e-r.

8 Q. And where are you employed and in what
9 capacity?

10 A. I'm employed by Brubaker & Associates,
11 Inc. as a principal.

12 Q. And in this case did you prepare prefiled
13 testimony on behalf of MEGC that I will call your
14 direct testimony and schedules, 505C and 505P as well
15 as your rebuttal testimony that I will call 506
16 public only?

17 A. Yes.

18 Q. Do you have any corrections to that
19 testimony?

20 A. No.

21 Q. And if I were to ask you the questions
22 within that testimony today, would your answers be
23 the same?

24 A. Yes.

25 MR. OPITZ: Your Honor, at this time I

1 would tender -- I guess I would move to admit
2 Exhibits 505C and 505P and then 506.

3 JUDGE PRIDGIN: Mr. Opitz, thank you.
4 Any objection to those exhibits? Hearing none, 505C,
5 505P, and 506 are admitted into evidence.

6 (MECG Exhibits 505C, 505P, and 506 were
7 admitted and made a part of the record.)

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

10 JUDGE PRIDGIN: All right.
11 Cross-examination, Public Counsel.

12 CROSS-EXAMINATION

13 BY MR. CLIZER:

14 Q. Good morning. Good afternoon. So I'll be
15 honest, over the course of today, this is kind of the
16 first time I've heard about the idea that there's
17 different years that we could extend the service
18 agreement contract. And that's probably an error on
19 my part for not having realized that earlier. But
20 the question I have for you is relatively simple.
21 Would you agree to me that the prudence evaluation
22 for a one-year service extension versus four year
23 versus a five, et cetera, would all be different?

24 A. Yes. Because as I've learned today, the
25 cost could be different depending on the interval.

1 So that would play into the overall prudence or the
2 overall cost of the -- to the options.

3 Q. So you would agree with me that in order
4 for the Commission to make a determination on
5 prudence, they would first need to know what the term
6 length being requested is?

7 A. That would be one of the things, yes.

8 MR. CLIZER: All right. I have no
9 further questions. Thank you.

10 JUDGE PRIDGIN: Mr. Clizer, thank you.
11 Any cross from Staff?

12 MS. JOHNSON: No, thank you, Judge.

13 JUDGE PRIDGIN: Everyy?

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

15 JUDGE PRIDGIN: Thank you. Any bench
16 questions for this witness? Hearing none. Redirect?

17 REDIRECT EXAMINATION

18 BY MR. OPITZ:

19 Q. Mr. Meyer, Counsel for OPC was asking
20 about the length of extensions. Is your
21 understanding that there is an extension possible
22 under the current framework of the point-to-point
23 transmission contract?

24 A. It's my understanding from a discussion I
25 had with Mr. Majors, he'd be the -- to verify this,

1 but it's my understanding that the current contract
2 has a provision to extend it for five years.

3 Q. And is there any advantage to extending
4 the current contract for five years?

5 A. Well, I think that as we learned today,
6 yes, there is, absolutely. The -- we don't -- what
7 we heard from Evergy this morning is we don't know
8 what the 2029 transmission rates will be. We don't
9 know what the escalations will be. So I think
10 it's -- that's critical in the determination of the
11 path forward for this -- for this -- for Crossroads
12 because if you -- there is a situation where,
13 depending on the escalation of the -- of the
14 transmission cost, that you could actually flip the
15 scenario where building with the offset that Mr. Ives
16 didn't guarantee but suggested this morning from the
17 sale of Crossroads, that that option could flip and,
18 you know, within five to ten years or so making that
19 option more beneficial for customers. And it could
20 be more beneficial for the utility. So yes, it's
21 critical to know and that's why we put in it that
22 we'd like to see a term sheet to see what those
23 options are and how -- how it would affect the
24 decisions that are being proposed here.

25 Q. And a term sheet, your understanding of

1 what I guess is being negotiated, has that changed
2 from what you heard today?

3 A. Yeah. I think -- I think there's -- there
4 was some -- I don't want to say -- it wasn't
5 presented probably as clear as it could have been.
6 The testimony all talked about contract negotiations.
7 What we learned today from Mr. Ives and Mr. Gunn is
8 it's really just an SPP formulaic rate that -- or
9 MISO, I'm sorry, a formulaic rate that has to be
10 calculated. It's still unclear whether Clarksdale
11 would add anything onto that, but those are the --
12 that is a critical decision point that needs to be
13 known before we can actually determine what the most
14 economical path forward is for both the Company and
15 its customers.

16 MR. OPITZ: No further redirect, your
17 Honor.

18 JUDGE PRIDGIN: All right. Thank you.
19 Mr. Meyer, thank you very much. You may step down.
20 I believe the next witness is Mr. Majors if you'll
21 come forward to be sworn please, sir.

22 (Witness sworn.)

23 KEITH MAJORS

24 the witness, having been first duly sworn,
25 testified as follows:

1 JUDGE PRIDGIN: Thank you, sir. You may
2 have a seat. Ms. Johnson, when you're ready.

3 MS. JOHNSON: Thank you, Judge.

4 DIRECT EXAMINATION

5 BY MS. JOHNSON:

6 Q. Good afternoon, Mr. Majors.

7 A. Good afternoon.

8 Q. Can you please state and spell your name
9 for the record.

10 A. Keith Majors, K-e-i-t-h, M-a-j-o-r-s.

11 Q. And where are you employed?

12 A. The Missouri Public Service Commission.

13 Q. And what's your title?

14 A. Utility regulatory audit unit supervisor.

15 Q. How long have you been with the
16 Commission?

17 A. Eighteen years.

18 Q. Did you prepare direct and rebuttal in
19 this case for the specific subissue 5C?

20 A. I did.

21 Q. And do you have any corrections that you
22 need to make to either your direct or rebuttal?

23 A. Yes.

24 Q. And what are those corrections?

25 A. On page 29, footnote 27. The year should

1 be 2005, not 2006. That's it.

2 Q. Was that correction in your direct
3 testimony?

4 A. Yes. Pardon me. The direct testimony
5 filed September 15th, 2025.

6 Q. Thank you for the clarification. If I
7 asked you the same questions in your written
8 testimony here today, would your answers be the same
9 or substantially similar?

10 A. Yes.

11 MS. JOHNSON: At this time, Judge, we'd
12 move to admit both the direct and rebuttal testimony.
13 And it's my understanding that we are currently at
14 Exhibit No. 280 for the public and confidential
15 version of Keith Major's direct testimony and 281 for
16 the public and confidential version of his rebuttal.

17 JUDGE PRIDGIN: Ms. Johnson, so we would
18 have Exhibit 280C and P and then 281 also C and P.
19 Is that correct?

20 MS. JOHNSON: Correct.

21 JUDGE PRIDGIN: All right. Thank you.
22 And those have been offered? I'm sorry. Did you
23 offer those?

24 MS. JOHNSON: Yes.

25 JUDGE PRIDGIN: All right. Thank you.

1 Any objection to those exhibits? Hearing none,
2 Exhibits 280C and 280P, 281C and 281P are all
3 admitted into evidence.

4 (Staff Exhibits 280C, 280P, 281C, and
5 281P were admitted and made a part of the record.)

6 MS. JOHNSON: Thank you, Judge. We'd
7 tender the witness for cross.

8 JUDGE PRIDGIN: Ms. Johnson, thank you.
9 Any cross, Public Counsel?

10 MR. CLIZER: Yes, briefly.

11 CROSS-EXAMINATION

12 BY MR. CLIZER:

13 Q. Good afternoon.

14 A. Good afternoon, Mr. Clizer.

15 Q. I really want to tend the same question to
16 you because again, I was personally unaware of this.
17 In your opinion does the length or term length of the
18 renewal of the service agreement impact the prudence
19 decision?

20 A. I -- I think it would depend on what the
21 ultimate outcome of Crossroads is going to be. If
22 you're going to keep the units where they are and
23 you're going to use those for Missouri capacity, then
24 using a five-year -- for the time -- for, you know,
25 as a going concern, it would make more sense for --

1 to have a 20-year agreement. But if you're going to
2 do something other than that, then a shorter
3 agreement would make more sense. If you're going to
4 either sell the units or otherwise dispose of them,
5 it would make no sense to have a longer term
6 agreement.

7 Q. With regard to the 20-year agreement,
8 that's currently what's in place. Is that right?

9 A. That's correct, yes.

10 Q. And is it -- I think I heard testimony
11 earlier and I want to make sure that it's actually
12 correct. The Company was required to pay
13 transmission costs for that 20-year period. Is that
14 accurate?

15 A. No. I -- in fact, I'd like to, for lack
16 of a better term, clean up that -- those facts. So
17 at the time Crossroads was moved into rate base, they
18 did not have a firm transmission agreement. They did
19 have a year-to-year summer capacity -- summer firm
20 capacity for Crossroads from Entergy to SPP and
21 ultimately to MPS. That transmission --

22 Q. I'm going to pause you for one second.
23 For the sake of the record, when you use an acronym
24 for the first time, can you make sure that we spell
25 out what that acronym is?

1 A. Absolutely. So SPP would be Southwest
2 Power.

3 At the time Crossroads was included in
4 rate base or moved over to the books and records of
5 Great -- of then GMO, Greater Missouri Operations,
6 there was no firm transmission service agreement.
7 That agreement was signed in February of 2009. In
8 the interim, short-term transmission service was
9 obtained so you could have a summer capacity. So it
10 wasn't necessarily absolutely required for at that
11 time Great Plains Energy to sign onto a 20-year
12 agreement. Another option that could have -- could
13 have been happ -- could have been chosen was you
14 continue with short-term summer service while you're
15 either procuring a different capacity asset or you're
16 constructing, in this case, Sedalia.

17 So the notion that this was a -- it was
18 set in stone once you signed the agreement, but it
19 certainly -- they did not have firm transmission
20 service before the decision was made to include
21 Crossroads for Missouri capacity and included in rate
22 base in, at that time it was Greater Missouri
23 Operations, KCP&L GMO rate base.

24 Q. Thank you. I think you actually answered
25 my follow-up question, but I'm going to ask it and if

1 you already answered, you can just tell me. Which
2 entity made the decision to move into rate base?

3 A. So that's a good question. To move into
4 rate base the ultimate decision was made on or about
5 May 14th in 2008. That would have been the Great
6 Plains senior management. The -- after the
7 acquisition was announced in February of 2007, in
8 response to an RFP, the Crossroads was bid in as a --
9 in response to an RFP for capacity, Crossroads was
10 bid in as an option. But the ultimate decision to
11 include Crossroads in rate base was made by Great
12 Plains Energy, not Aquila.

13 Q. And again, just for the record, what is
14 Great Plains Energy in relation to the existing
15 entities before this Commission?

16 A. So Aquila was a -- was a utility, still is
17 although it's by the name Evergy West. That utility,
18 as has been said earlier today, had -- had made some
19 poor decisions and had come upon some pretty
20 difficult financial times. In the late 2006 time
21 frame they had decided to put themselves up for sale.
22 Great Plains Energy at that time was the parent
23 company of what was known as Kansas City Power &
24 Light which is now Evergy Metro.

25 Great Plains Energy announced the merger

1 in February of 2007. I'm sorry, acquisition, and
2 I'll clarify that. So the Great Plains Energy was
3 the parent company at that time of Kansas City
4 Power & Light. Great Plains Energy purchased Aquila,
5 called it a merger, but it's really a purchase and
6 acquisition, right. And so the Aquila renamed GMO
7 was under the corporate conglomerate of Great Plains
8 Energy. And so Great Plains Energy now is Evergy,
9 Inc. And so I -- I think I answered your question.

10 Q. Okay. Hopefully one last question. Would
11 you agree with me that there are currently
12 transmission constraints at Crossroads?

13 A. So there are two forms of current
14 transmission constraints that I'm aware of. The
15 first is what's called a special protections scheme.
16 So there's two -- I'm not an electrical engineer, so
17 this is from responses to data requests, but I'll
18 explain it as best I can. There are two lines coming
19 out of the plant. If -- Evergy West has 300
20 megawatts of firm transmission capacity. If one of
21 those lines were to fail, then there's a special
22 protection scheme that's orchestrated in the plant to
23 automatically back off all but one of the units. And
24 so that special protection scheme is because of the
25 design of the two transmission lines coming out of

1 the plant. You wouldn't necessarily have that
2 special protection requirement if the -- if the units
3 were in the service territory.

4 The second constraint is Evergy West has
5 four agreements for 75 megawatts apiece for a total
6 of 300 megawatts for firm transmission service. The
7 units themselves have a different rating of
8 approximately 307 megawatts winter rating and 362
9 megawatts of summer rating. So that extra capacity
10 is unable to be obtained because it's more than 300
11 megawatts. So those are the two current transmission
12 constraints.

13 The other historical constraint would have
14 been when the plant was initially built. I've
15 included an interview with the -- some of the
16 developers, one of the developers of the original
17 unit and the individual in charge of the merchant
18 operations or who ran the merchant operations.
19 Aquila at that time, as Mr. Ives noted, purchased
20 turbines and wanted to put them in places in the
21 United States where there were transmission
22 constraints and there were difficulty getting power
23 into the specific area. And so Crossroads was one of
24 those locations. To get the energy -- for the firm
25 transmission service to obtain that, the -- there was

1 about somewhere in the range of about 20 to 30
2 million dollars of upgrades that were necessary.
3 Those didn't have to be paid up front if you agree to
4 a 20-year -- you didn't have to agree to a 20-year
5 contract term, but you would instead spread those
6 costs out over 20 years and you would recover that
7 from the firm point-to-point transmission service
8 that you were obtaining from Entergy and through SPP.

9 So now, would I call those constraints
10 now. No. Those upgrades were made in the 2009
11 through 2011 time frame. But for the other two
12 examples I noted, those still remain transmission
13 constraints.

14 MR. CLIZER: I have no further questions.
15 Thank you.

16 JUDGE PRIDGIN: Mr. Clizer, thank you.
17 Any cross. MECG?

18 CROSS-EXAMINATION

19 BY MR. OPITZ:

20 Q. Mr. Majors, you were talking about the
21 four point-to-point contracts. Is your understanding
22 that that is the current contract under which, when
23 we talk about a contract, that's the current contract
24 under which the utility operates?

25 A. Yes. Until March 1 of 2029.

1 Q. And within that contract, is there a
2 provision for an extension of the firm service
3 contract?

4 A. I've got the contract right here. I don't
5 know if it's in the original contract itself with
6 Entergy. The contract itself describes the facility
7 upgrades that were required, the dates -- the
8 effective dates. It says the --

9 (Cell phone interruption.)

10 THE WITNESS: I don't think that was Rush.

11 But it has the listing of the reservations
12 but it does not have, specific to this contract, the
13 extension. Where I found out about the extension
14 was, I believe there was a July 28th, 2000 -- July --
15 yeah, July 28th, 2025 meeting where I believe it was
16 Mr. VandeVelde mentioned that of the possibility of a
17 one-year extension or a five-year extension. Staff,
18 myself submitted a data request for details on that
19 and that's attached to my direct testimony. It --
20 it's in there somewhere.

21 BY MR. OPITZ:

22 Q. So your understanding is that under the
23 current framework, the utility has the ability to
24 extend its -- its point-to-point service for five
25 years?

1 A. Yes. But I don't know what specific
2 prices or terms. I would suspect as Witness Gunn
3 mentioned, it would be at the MISO, whatever the
4 transmission tariff rate is. The benefit there is I
5 think what has been discussed by Mr. VandeVelde is
6 that there would be -- there would not be a study
7 to -- to study the transmission path, restudy the
8 transmission path. It would be under the current
9 terms and whatever the MISO rate is that -- and I
10 think the rate, if you look at the compound annual
11 growth rate, that rate's increasing by about 4.16
12 percent over -- in the -- in perpetuity.

13 MR. OPITZ: Nothing further, your Honor.

14 JUDGE PRIDGIN: Mr. Opitz, thank you.

15 Any cross from Evergy?

16 MR. FISCHER: Just briefly.

17 CROSS-EXAMINATION

18 BY MR. FISCHER:

19 Q. Good afternoon, Mr. Majors.

20 A. Good afternoon.

21 Q. I was hesitant to ask questions, but I
22 think I'm going to follow up on one from Public
23 Counsel. Isn't it true that Crossroads really didn't
24 come into rate base until the Crossroads One rate
25 case which was in 2011?

1 A. I think the difference is rate base versus
2 ownership. The ownership was effective, let's see,
3 August -- August 31, 2008. And so, you know, you
4 could draw the comparison of the turbines at Os --
5 the Kansas City Power & Light turbines at Osawatomie
6 and West Gardner really weren't included in a rate
7 base until the 2006 rate case, but they were
8 certainly in plant and service when they were
9 constructed in 2002, 2003, 2004.

10 Q. Yes, for sure. And, but for ratemaking
11 purposes, they -- it wouldn't have come into rate
12 base for ratemaking until 2011, whenever we had the
13 Crossroads One case?

14 A. That's correct.

15 Q. Okay. And the Commission would have
16 evaluated that transmission contract or at least the
17 Staff as a part of that decision to put it into rate
18 base. Right?

19 A. It was -- yes. We received it in a
20 response to a data request in the 356 rate --
21 the 2010 rate -- Crossroads One rate case. That
22 response is dated 11 -- November 3rd of 2010.

23 Q. And if that had been an imprudent contract
24 in Staff's opinion at that point, you would have
25 recommended it not be included in the rates. Right?

1 A. I think we -- that was Staff's -- Staff's
2 recommendation in the '11 case was -- in the '10
3 case, I'm sorry, was no Crossroads at all. I can
4 explain that if you'd like.

5 Q. No, that's okay.

6 A. Probably don't want me to sure.

7 Q. That's okay.

8 A. Sure.

9 Q. I did want to clarify. You testified I
10 think that you and Staff, they have recommended that
11 the Commission find it would be prudent to extend the
12 transmission contract. That's essentially your
13 position on the issue. Right?

14 A. With -- with no recovery of transmission
15 expense, yes.

16 Q. Yeah. And I think you've been in the
17 hearing room and heard the openings and Mr. Meyer's
18 testimony. Correct?

19 A. I have.

20 Q. Is it your understanding that OPC and MEG
21 also recommend that the Company enter into a
22 transmission arrangement beyond 2029?

23 A. I mean, that's my general understanding
24 of -- yes. I mean, if you don't enter into a
25 transmission agreement beyond 2029, you lose the

1 capacity of the plant.

2 Q. Yeah.

3 A. Yeah.

4 Q. And that's 300 megawatts. It's
5 significant enough. Right?

6 A. Yes, it is. Absolutely.

7 Q. Well, is it your understanding that no
8 party to this case, the Staff or the Public Counsel
9 or MCEG have recommended the Commission find it would
10 be imprudent for the Company to extend the
11 transmission contract?

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

13 Q. You mentioned you've been here 18 years
14 which is a long time; I know you've got a lot of
15 experience in ratemaking. I had a couple questions.
16 In your experience here at the Commission, would you
17 agree that in a typical rate case, the Commission
18 does not knowingly allow recovery of imprudently
19 incurred expenses through the ratemaking process?

20 A. I would agree with that. There's also
21 other shades of reasonable costs, for example, on
22 dues and donations. I think it's prudent in many
23 cases for a company to make those expenditures, but
24 it's not reasonable to flow those through rates. But
25 if you're talking about specific -- specific

1 imprudent costs, I don't think it's the -- the usual
2 practices of the Commission to allow imprudent costs
3 in cost of service.

4 Q. Would you also agree that in a typical
5 rate case prudently-incurred expenses necessary to
6 serve the public are generally included in Staff's
7 revenue requirement?

8 A. Yes.

9 Q. The Missouri Public Service Commission has
10 set rates using the cost of service ratemaking.
11 Correct?

12 A. Yes.

13 Q. And that's the way the Commission's set
14 rates ever since you've been here. Right?

15 A. Yes.

16 Q. And would you agree -- you said I think
17 you've been here 18 years. Would you agree even
18 before that, probably many years, they've been using
19 cost of service ratemaking here in Missouri?

20 A. I would suspect since 1913.

21 Q. Okay. The regulatory compact of Missouri
22 includes the proposition that just and reasonable
23 rates are based upon the public utility's cost of
24 service including recovery of a reasonable rate of
25 return on their investment. As a general matter

1 would you agree with that?

2 A. Yes.

3 Q. The Staff audit in rate cases is typically
4 intended to determine the public utility's cost of
5 service to provide that public utility's service.
6 Correct?

7 A. Yes.

8 Q. And Staff typically tries to include the
9 prudently incurred costs of providing service to the
10 public in the revenue requirements that Staff
11 recommends. Right?

12 A. Yes.

13 Q. In your time at the commission, I think
14 you've applied the Commission's standard for
15 determining the prudence of public utility
16 expenditures and other capital costs. Is that right?

17 A. Yes.

18 Q. And to determine prudence wouldn't you
19 agree that under the Commission standard for
20 evaluating prudence, the public utility's conduct
21 should be judged by asking whether the conduct was
22 reasonable at the time under all the circumstances
23 considering that the Company had to solve the problem
24 prospectively rather than looking at it in hindsight?

25 A. Yes.

1 Q. Would you agree that a new or an extended
2 transmission service arrangement for Crossroads
3 beyond 2029 is necessary from the customers'
4 perspective if customers are going to benefit from
5 receiving power from Crossroads?

6 I'm sorry for my voice.

7 A. Yes.

8 MR. FISCHER: I think that's all I have,
9 Judge. Thank you.

10 JUDGE PRIDGIN: Mr. Fisher, thank you.
11 Do we have any bench questions? Commissioner
12 Kolkmeier.

13 COMMISSIONER KOLKMEYER: Thank you,
14 Judge.

15 QUESTIONS

16 BY COMMISSIONER KOLKMEYER:

17 Q. This should have been probably directed
18 to Mr. Ives. However, Mr. Clizer brought this up,
19 our -- the ownership. I grew up on Missouri Public
20 Service Company, my hometown and county and what have
21 you of Lafayette. From there it went to Energy One;
22 they changed their name. Energy One was in there for
23 a short period of time. Then it went to Aquila.
24 Okay? Then Great Plains under or with Evergy bought
25 Aquila.

1 A. Yes.

2 Q. Okay. Do I -- am I -- do I have the
3 timeline and names correct or close?

4 A. No, you do. Energy One was -- was an
5 attempt by Aquila to have a branded electricity.
6 They wanted to market that throughout the United
7 States, but -- but I think you -- to your point, yes.

8 Q. There was no -- there was no ownership
9 change from Missouri Public Service Company to
10 Aquila?

11 A. No. The traditional utility that we know
12 as -- as Evergy West, just the utility assets in
13 Lafayette, my -- Blue Springs, my parents were on
14 Evergy West, none of those really changed in terms
15 of -- of the assets themselves, but the names have
16 changed --

17 Q. Okay.

18 A. -- over time, yes.

19 Q. So Evergy West is only the old Aquila?

20 A. Yes.

21 Q. Okay. So Evergy Metro is KCP&L, St. Joe
22 Power & Light, what Evergy has over in Kansas?

23 A. So let me -- let me just change that,
24 tweak that a little bit. So when you say MPS, MPS
25 was the suburbs, Lee's Summit, Raytown, Belton.

1 St. Joe Power & Light was purchased in 2000 by
2 Aquila, but those were kept as separate, really
3 separate rate districts until the 2016 rate case. So
4 the St. Joe assets and the MPS assets are now known
5 as Evergy West and they have one consolidated rate
6 structure and that's -- that's the guise of Evergy
7 West.

8 Evergy Metro has really two -- they have
9 Evergy Metro assets in Missouri and Kansas, but
10 they're all dispatched as one Evergy Metro in
11 Missouri and Kansas. And then completely separate is
12 Evergy Kansas Central which is the Westar properties
13 that were merged --

14 Q. Westar. I knew Westar was in there
15 somewhere.

16 A. Yes.

17 Q. Okay.

18 A. Did that answer your question?

19 Q. Yes, it did. Mainly because the old
20 Aquila now is Evergy Metro -- Evergy West.

21 A. And when we're talking about -- if I may,
22 when we're talking about Crossroads, Crossroads
23 initially, after it was moved by GPE, served the
24 Missouri Public Service customers only. It did not
25 initially serve St. Joe Light & Power customers.

1 When the rates were consolidated, now it serves all
2 of Evergy West.

3 COMMISSIONER KOLKMEYER: Okay. Thank you.
4 That in my mind I can -- I kind of knew where those
5 assets were prior to or a general ballpark anyway.
6 Thank you.

7 MR. MAJORS: Uh-huh.

8 JUDGE PRIDGIN: Commissioner Kolkmeier,
9 thank you. Any further bench questions? Any recross
10 based on bench questions. Public Counsel?

11 MR. CLIZER: Just really quick because I
12 want to make sure I got this right too.

13 RECROSS-EXAMINATION

14 BY MR. CLIZER:

15 Q. So MPS, which was Missouri Power
16 Service --

17 A. Sorry, Missouri Public Service.

18 Q. Missouri Public Service?

19 A. Right.

20 Q. And St. Joe Light & Power were both
21 acquired by Aquila. Is that right?

22 A. Yeah. So let me back up a little bit.
23 Aquila was the parent company of, let's just call it
24 the parent company of MPS, right. I don't want to
25 muddy the waters any more than I have to, but before

1 that it was under the UtiliCorp name, okay. There
2 was a lot of name changes.

3 So suffice it to say Aquila purchased the
4 St. Joe Light & Power assets in 2000. They filed a
5 mer -- so Aquila filed for a merger for an
6 acquisition of two utilities: St. Joe Light & Power
7 and Empire. The Empire deal collapsed. St. Joe
8 Light & Power deal was consummated in 2000-2001 time
9 frame. I think it was EM-2000-0292. Rate case.
10 Merger case. I think that answers your question.

11 Q. Right. So Great Plains Energy when it
12 acquired Aquila, it got both St. Joe Light & Power
13 and Missouri Public Service at the same time because
14 they were both under Aquila at that point?

15 A. Yes.

16 Q. And was that a merger or an acquisition?

17 A. So Great Plains Energy formed a subsidiary
18 called Great Area Acquisition Corporation. That
19 corporation was merged with the Aquila assets, Aquila
20 Corporation. The surviving entity was Aquila renamed
21 Kansas City Power & Light Missouri Greater
22 Operations. So the surviving entity was Greater
23 Missouri Operations.

24 So when you're talking about, yes, it's
25 technically an acquisition. I would call it a merger

1 because now you've got -- you've got really two --
2 the two utilities, but with Aquila's side, two
3 operating divisions, but you're operating them
4 with one base of employees. They're -- after the
5 July 14th, 2008 starting, there's no Aquila
6 employees. The -- the ones that were moved over were
7 now KCP&L employees. And you really have a
8 structure, kind of a -- it's a quasi service company
9 structure.

10 So for all intents and purposes, it's --
11 it's operated as one with a common base of employees.
12 Still separate utilities, still separate rate
13 structures at that time. You had -- for the Missouri
14 side you had three rate structures: Kansas City
15 Power & Light Missouri, St. Joe Light & Power, GMO
16 and then Missouri Public Service GMO or vice versa if
17 you want to call it that, but.

18 Does that answer your question?

19 MR. CLIZER: I think so. I'm afraid if I
20 ask anything more, it's going to get too complicated,
21 so I'm going to back off there and hope the record's
22 clear. Thank you, sir. I have no further questions.

23 JUDGE PRIDGIN: Mr. Clizer, thank you.
24 And recross based on bench questions? MECG?

25 MR. OPITZ: No, thank you.

1 JUDGE PRIDGIN: Everygy?

2 RECROSS-EXAMINATION

3 BY MR. FISCHER:

4 Q. Currently there's just two rate
5 jurisdictions. Correct?

6 A. Yes. For Missouri, yes.

7 MR. FISCHER: Okay. Thank you. That's
8 all I had.

9 JUDGE PRIDGIN: Redirect?

10 MS. JOHNSON: No, thank you, Judge.

11 JUDGE PRIDGIN: All right. Thank you.
12 Mr. Majors, thank you very much. You may step down.
13 I believe we are now on to OPC witnesses and we'll
14 start with David Murray.

15 (Witness sworn.)

16 DAVID MURRAY

17 the witness, having been first duly sworn,
18 testified as follows:

19 JUDGE PRIDGIN: Thank you, sir. You may
20 have a seat. Mr. Clizer, when you're ready, sir.
21 Thank you.

22 DIRECT EXAMINATION

23 BY MR. CLIZER:

24 Q. Good afternoon, Mr. Murray. Could you
25 please state and spell your name for the record.

1 A. My name's David Murray. Last name's
2 spelled M-u-r-r-a-y.

3 Q. And by whom are you employed and in what
4 capacity?

5 A. The Missouri Office of the Public Counsel
6 as utility regulatory manager.

7 Q. And have you prepared or caused to be
8 prepared today evidence which has premarked as
9 Exhibit 321 which would be the supplemental rebuttal
10 testimony of David Murray?

11 A. Yes.

12 MR. CLIZER: And I will note for the
13 record that the OPC labeled all of its testimonies as
14 supplemental given the extension of the case; that's
15 the reason for that nomenclature, for that reason.

16 BY MR. CLIZER:

17 Q. If I were to ask you the same questions
18 presented in that testimony today, would your answers
19 be the same or substantially similar?

20 A. Yes.

21 Q. Are those answers true and correct to the
22 best of your knowledge and belief?

23 A. Yes.

24 MR. CLIZER: All right. At this point I
25 would move for the admission of OPC Exhibit 321, the

1 supplemental rebuttal testimony of David Murray.

2 JUDGE PRIDGIN: Any objections to
3 Exhibit 321? Hearing none, Exhibit 321 is admitted
4 into evidence.

5 (OPC Exhibit 321 was admitted and made a
6 part of the record.)

7 MR. CLIZER: I will tender the witness
8 for cross-examination.

9 JUDGE PRIDGIN: Mr. Clizer, thank you.
10 Any cross from Staff?

11 MS. JOHNSON: No, thank you.

12 JUDGE PRIDGIN: MECG?

13 MR. OPITZ: No, thank you.

14 JUDGE PRIDGIN: Everygy?

15 MR. FISCHER: I'll pass too.

16 JUDGE PRIDGIN: Any bench questions for
17 Mr. Murray? All right. Mr. Murray, thank you very
18 much. You may step down.

19 MR. MURRAY: Thank you. Have a good
20 afternoon.

21 JUDGE PRIDGIN: Dr. Marke will be the
22 next witness.

23 MR. CLIZER: I apologize, your Honor.
24 Can I ask for a brief adjournment --

25 MR. JUDGE PRIDGIN: Sure.

1 MR. CLIZER: -- no more than five
2 minutes.

3 JUDGE PRIDGIN: Five minutes it is.
4 We'll go back on the record at 1:45.

5 (Off the record.)

6 JUDGE PRIDGIN: Good afternoon. We are
7 back on the record. I believe Dr. Marke is at the
8 stand ready to testify. Anything further before he
9 is sworn in? All right.

10 (Witness sworn.)

11 GEOFF MARKE

12 the witness, having been first duly sworn,
13 testified as follows:

14 JUDGE PRIDGIN: Thank you, sir. You
15 may have a seat. Mr. Clizer, when you're ready,
16 sir.

17 MR. CLIZER: Thank you.

18 DIRECT EXAMINATION

19 BY MR. CLIZER:

20 Q. Good afternoon.

21 A. Good afternoon.

22 Q. Can you please state and spell your name
23 for the record.

24 A. My name is Geoff Marke and it's G-e-o-f-f,
25 Marke, M-a-r-k-e.

1 Q. And by whom are you employed and in what
2 capacity?

3 A. Missouri Office of Public Counsel; I'm the
4 chief communist.

5 Q. And did you prepare or cause to be
6 prepared in this case testimony that's been premarked
7 as OPC Exhibit 322, the supplemental rebuttal
8 testimony of Geoff Marke?

9 A. Yes.

10 Q. Do you have any corrections to make to
11 that testimony?

12 A. No.

13 Q. If I were to ask you the same questions
14 presented in that testimony today, would your answers
15 be the same or substantially similar?

16 A. Yes.

17 Q. And are those answer true and correct to
18 the best of your knowledge and belief?

19 A. Yes.

20 MR. CLIZER: At this time, your Honor, I
21 would move for the admission of OPC Exhibit 322, the
22 supplemental rebuttal testimony of Geoff Marke.

23 JUDGE PRIDGIN: Any objections to
24 Exhibit 322? Hearing none, Exhibit 322 is admitted
25 into evidence.

1 (OPC Exhibit 322 was admitted and made a
2 part of the record.)

3 MR. CLIZER: I tender the witness for
4 cross-examination.

5 JUDGE PRIDGIN: Mr. Clizer, thank you.
6 Any cross from Staff?

7 MS. JOHNSON: No, thank you.

8 JUDGE PRIDGIN: MECG?

9 MR. OPITZ: No, thank you.

10 JUDGE PRIDGIN: Everyy?

11 MR. FISCHER: No thanks, Judge.

12 JUDGE PRIDGIN: Any bench questions for
13 this witness? Dr. Marke, thank you. You may step
14 down.

15 DR. MARKE: Thank you very much.

16 MR. CLIZER: I believe that will get us
17 to our final witness, Lena Mantle, and if you'll come
18 forward to be sworn, please, ma'am.

19 (Witness sworn.)

20 LENA MANTLE

21 the witness, having been first duly sworn,
22 testified as follows:

23 JUDGE PRIDGIN: Thank you very much. You
24 may have a seat. Mr. Clizer, when you're ready.

25 DIRECT EXAMINATION

1 BY MR. CLIZER:

2 Q. Good afternoon.

3 A. Good afternoon.

4 Q. Can you please state and spell your name
5 for the record.

6 A. My name is Lena M. Mantle. Lena is
7 L-e-n-a, Mantle is M-a-n-t-l-e.

8 Q. Have you prepared or caused to be prepared
9 for this case testimony that has been premarked
10 Exhibit 323 -- sorry, that's OPC Exhibit 323, the
11 supplemental direct testimony of Lena M. Mantle and
12 OPC Exhibit 324, the supplemental rebuttal testimony
13 of Lena m. Mantle?

14 A. Yes.

15 Q. Do you have any corrections to make?

16 A. I do. In my supplemental rebuttal
17 testimony on the last page of my written testimony,
18 page 14, line 8, the year 2024 there should be 2029.
19 So the line should read: I do not believe that it
20 can physically be done by 2029 due to the current
21 demand for generation across SPP in the nation.

22 Q. Thank you. And notwithstanding that
23 correction, are the rest of your answers -- if I were
24 to ask you the same questions today, would your
25 answers be the same or substantially similar?

1 A. Yes.

2 Q. And again, notwithstanding that
3 correction, are the rest of your answers true and
4 correct to the best of your knowledge and belief?

5 A. Yes.

6 MR. CLIZER: All right. In that case I
7 would move for the admission of OPC Exhibit 323, the
8 supplemental direct testimony of Lena M. Mantle. If
9 you want, I'll move for the second one at the same
10 time, OPC Exhibit 324, the supplement rebuttal
11 testimony of Lena M. Mantle.

12 JUDGE PRIDGIN: Exhibits 323 and 324 have
13 been offered. Any objections? Hearing none,
14 Exhibits 323 and 324 are admitted into evidence.

15 (OPC Exhibits 323 and 324 were admitted
16 and made a part of the record.)

17 MR. CLIZER: I tender the witness for
18 cross-examination.

19 JUDGE PRIDGIN: Mr. Clizer, thank you.
20 Any cross-examination from Staff?

21 MS. JOHNSON: No, thank you, Judge.

22 JUDGE PRIDGIN: MECG?

23 MR. OPITZ: No, thank you, your Honor.

24 JUDGE PRIDGIN: Everygy?

25 MR. FISCHER: No, thank you.

1 JUDGE PRIDGIN: Any bench questions?

2 COMMISSIONER MITCHELL: Just one, your
3 Honor.

4 JUDGE PRIDGIN: Commissioner.

5 QUESTIONS

6 BY COMMISSIONER MITCHELL:

7 Q. I think Mr. Clizer's opening I asked him
8 what is the likelihood of power actually -- energy
9 actually making it from Crossroads to our connection
10 with SPP and he said you'd be a better witness to
11 answer that.

12 A. Yes. The probability is just pretty much
13 zero. If you think of your -- the transmission as
14 say a bucket, a five-gallon bucket, and you're
15 putting electricity in the top and -- okay. It's
16 filled with water, you're putting a drop of water in
17 the top, how likely is it that that same drop's going
18 to come out the bottom of the hole. The transmission
19 system is the same way. It's -- the electrons don't
20 go by accounting. They -- they don't care what's on
21 the books. They're vibrating in there, and they go
22 to the closest draw. So whatever the closest draw is
23 to where the generating station is regardless of who
24 owns it, the generating system, and regardless of who
25 that customer pays the bill to, that's where the

1 electricity goes to. And that's what makes
2 transmission and distribution systems so complicated.

3 Q. Sure. Sure. And it -- fair to say that
4 the benefit is that Missouri customers or Evergy gets
5 capacity credit for the plan, but it delivers little
6 or no energy to the state. Is that -- is that fair?

7 A. To the state. But to the system it is
8 getting -- you know, it's putting electricity into
9 the system, and that electricity is being demanded by
10 customers, whether it's an Entergy customer or an
11 associated co-op customer or a GMO customer. That --
12 like I said, the electrons don't care.

13 Q. Sure.

14 A. They're just being poured into the system
15 and then they come out of the system. And actually
16 they don't actually move; they vibrate and cause the
17 next one to vibrate and then you get electricity.
18 There's a really good Magic School Bus book that
19 explains it that we've got up at OPC. I'd recommend
20 it. And it explains it well and it's got good
21 colorful pictures in it.

22 COMMISSIONER MITCHELL: I'll make sure and
23 borrow it from you. Thank you. You answered my
24 question.

25 JUDGE PRIDGIN: Commissioner Mitchell,

1 thank you. Any further bench questions for this
2 witness? Seeing none, any recross based on bench
3 questions from Staff?

4 MS. JOHNSON: No, thank you.

5 JUDGE PRIDGIN: MECG?

6 MR. OPITZ: No.

7 JUDGE PRIDGIN: Everygy?

8 MR. FISCHER: Just briefly.

9 RE CROSS-EXAMINATION

10 BY MR. FISCHER:

11 Q. Ms. Mantle, if I understood what you were
12 saying to Commissioner Mitchell, electrons flow where
13 they're going to flow. And you really can't identify
14 one electron versus another, unlike maybe a water or
15 natural gas system. Right?

16 A. I wouldn't say unlike water or natural gas
17 system. Water systems are typically all enclosed,
18 but.

19 Q. Right. But they physically -- a drop of
20 water can be delivered to a particular place.
21 Electrons just flow where they're going to -- where
22 physics take them. Right?

23 A. And so does water. I mean, it does. You
24 don't carry one drop over to somebody else's house.
25 It goes through a pipe --

1 Q. Yeah.

2 A. -- and there's other water there and.

3 But, and natural gas is the same way. It
4 travels through pipes, and you're not going to get
5 that one.

6 Q. Yeah. There are molecules that go from
7 one end of the pipe to the other.

8 A. Yeah, but with -- yes. But you're right
9 about the electrons.

10 Q. I think you were talking too about --
11 well, let me just ask you straight up. Rev -- Every
12 Missouri West customers would get the benefit of
13 revenues that are generated by Crossroads either on
14 the capacity or energy side. Right? I mean, you
15 can't tell where the electrons go, but they do get
16 the benefit of the revenues.

17 A. I'm trying to -- I don't think there's --
18 there is revenues associated with capacity other
19 than -- and that's -- but yes, they would get the
20 rev -- that's the accounting side. Yes, they would
21 get the benefit of those --

22 Q. Does that --

23 A. -- those revenues.

24 Q. Does that flow on the energy side through
25 the FAC?

1 A. Yes.

2 MR. FISCHER: Okay. That's all I have.

3 Thank you.

4 JUDGE PRIDGIN: Mr. Fischer, thank you.

5 Any redirect?

6 MR. CLIZER: Maybe just briefly I guess.

7 REDIRECT EXAMINATION

8 BY MR. CLIZER:

9 Q. Are you -- did you review the revenues
10 being generated by Crossroads as compared to the
11 transmission costs incurred?

12 A. I don't know exact numbers, but I do
13 believe that revenues is very small compared to the
14 cost of transmission.

15 MR. CLIZER: All right. That's my only
16 redirect question. Thank you.

17 JUDGE PRIDGIN: Mr. Clizer, thank you.
18 All right. Ms. Mantle, thank you very much. You may
19 step down. And I believe Ms. Mantle's our final
20 witness. Is there anything further from counsel or
21 from the bench before we adjourn?

22 MR. OPITZ: Your Honor, I did not bring
23 physical copies of the testimony of Mr. Meyer. Of
24 course they were prefiled in the case. Is there any
25 additional steps you would like me to take or that

1 you require me to take?

2 JUDGE PRIDGIN: I don't think so. I
3 mean, if they're already prefiled in EFIS, we can
4 grab the exhibits from there.

5 MR. OPITZ: Okay. Thank you.

6 JUDGE PRIDGIN: Anything further from
7 counsel or the bench?

8 MR. CLIZER: Potentially like to address
9 scheduling of briefs, but I can do that off the
10 record too if you would prefer.

11 JUDGE PRIDGIN: I would prefer unless
12 counsel's uncomfortable with that. Anything further
13 before we adjourn? All right. Hearing nothing,
14 thank you very much. That concludes this hearing in
15 ER-2024-0189. Thank you very much. We are off the
16 record.

17 (Whereupon the hearing was adjourned
18 at 1:55 p.m.)
19
20
21
22
23
24
25

1	INDEX	
2	OPENINGS	PAGE
	Opening Statement by Ms. Whipple	4
3	Opening Statement by Ms. Johnson	17
	Opening Statement by Mr. Opitz	25
4	Opening Statement by Mr. Clizer	31
	Questions by Chair Hahn	49
5	Questions by Commissioner Mitchell	50
6	EXAMINATIONS	PAGE
	COMPANY WITNESSES:	
7	KEVIN GUNN	
	Direct Examination by Mr. Steiner	54
8	Questions by Commissioner Mitchell	56
	Questions by Chair Hahn	60
9	Questions by Commissioner Kolkmeyer	61
	Questions by Chair Hahn	65
10	Questions by Commissioner Coleman	69
	Questions by Commissioner Mitchell	70
11	Questions by Judge Pridgin	71
	Questions by Chair Hahn	75
12	Cross-Examination by Ms. Johnson	77
	Cross-Examination by Mr. Clizer	80
13	Redirect Examination by Mr. Steiner	85
	CODY VANDEVELDE	
14	Direct Examination by Mr. Zobrist	88
	Cross-Examination by Mr. Opitz	90
15	Questions by Judge Pridgin	91
	Recross-Examination by Ms. Johnson	92
16	Redirect Examination by Mr. Zobrist	94
	Questions by Commissioner Kolkmeyer	100
17	Recross-Examination by Mr. Clizer	102
	DARRIN IVES	
18	Direct Examination by Ms. Whipple	103
	Questions by Chair Hahn	105
19	Questions by Commissioner Kolkmeyer	107
	Questions by Commissioner Mitchell	110
20	Recross-Examination by Mr. Clizer	113
21	MECG WITNESSES:	
	GREG MEYER	
22	Direct Examination by Mr. Opitz	126
	Cross-Examination by Mr. Clizer	127
23	Redirect Examination by Mr. Opitz	128
24		
25		

INDEX CONTINUED

STAFF WITNESSES:

KEITH MAJORS

Direct Examination by Ms. Johnson	131
Cross-Examination by Mr. Clizer	133
Cross-Examination by Mr. Opitz	139
Cross-Examination by Mr. Fischer	141
Questions by Commissioner Kolkmeyer	147
Recross-Examination by Mr. Clizer	150
Recross-Examination by Mr. Fischer	153

OPC WITNESSES:

DAVID MURRAY

Direct Examination by Mr. Clizer	153
----------------------------------	-----

GEOFF MARKE

Direct Examination by Mr. Clizer	156
----------------------------------	-----

LENA MANTLE

Direct Examination by Mr. Clizer	159
Questions by Commissioner Mitchell	161
Recross-Examination by Mr. Fischer	163

1	EXHIBIT INDEX	
2	COMPANY EXHIBITS	
		PAGE
3	Exhibit 158	
4	Direct Testimony of Kevin Gunn	55
5	Exhibit 159C	
6	Direct Testimony of Peter Rogge -	
7	Confidential	53
8	Exhibit 159P	
9	Direct Testimony of Peter Rogge - Public	53
10	Exhibit 160	
11	Direct Testimony of Cody VandeVelde	90
12	Exhibit 161C	
13	Direct Testimony of Darrin Ives -	
14	Confidential	105
15	Exhibit 161P	
16	Direct Testimony of Darrin Ives - Public	105
17	Exhibit 162	
18	Rebuttal Testimony of Darrin Ives	105
19	Exhibit 163	
20	Map Posted on SPP	99
21	Exhibit 164	
22	Geographic Map	99

13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT INDEX CONTINUED
MECG EXHIBITS

		PAGE
17	Exhibit 505C	
18	Direct Testimony of Greg Meyer -	
19	Confidential	127
20	Exhibit 505P	
21	Direct Testimony of Greg Meyer - Public	127
22	Exhibit 506	
23	Rebuttal Testimony of Greg Meyer	127

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

EXHIBIT INDEX CONTINUED
STAFF EXHIBITS

	PAGE
Exhibit 280C	
Direct Testimony of Keith Majors - Confidential	133
Exhibit 280P	
Direct Testimony of Keith Majors - Public	133
Exhibit 281C	
Rebuttal Testimony of Keith Majors - Confidential	133
Exhibit 281P	
Rebuttal Testimony of Keith Majors - Public	133

EXHIBIT INDEX CONTINUED
OPC EXHIBITS

	PAGE
Exhibit 321	
Supplemental Rebuttal Testimony of David Murray	155
Exhibit 322	
Supplemental Rebuttal Testimony of Geoff Marke	158
Exhibit 323	
Supplemental Direct Testimony of Lena M. Mantle	160
Exhibit 324	
Supplemental Rebuttal Testimony of Lena M. Mantle	160

CERTIFICATE OF REPORTER

STATE OF MISSOURI)

COUNTY OF CALLAWAY)

I, Shelley L. Bartels, a Certified Court Reporter, CCR No. 679, do hereby certify that I was authorized to and did stenographically report the transcript of proceedings; and that the foregoing transcript, pages 1 through 166, is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, or attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 9th day of November, 2025.



Shelley L. Bartels, CCR 679

\$	112:19	19 23:13	2008 136:5 142:3 152:5	2023 12:14 43:12
\$11 109:18	14 111:13 159:18	1913 145:20	2009 11:20 18:24 135:7 139:10	2023-24 43:10
\$11.16 8:17	14th 136:5 152:5	1:00 125:12		2024 5:7 6:16 12:6 13:1 18:21,24,25 59:12 159:18
\$15.26 9:12	15 20:3 23:1 52:2,5 73:15 111:14 112:2, 16 123:24	1:45 156:4	2010 21:20 23:15 43:4 77:10 142:21, 22	2025 3:10 6:17 13:1 46:9,12 89:10 116:12 132:5 140:15
\$19.11 8:24		1:55 166:18		
\$2,228 9:5		2		
\$29 119:10	150 9:25 50:16	2 5:7	2011 12:24 14:10 34:25 42:10 77:11 88:10 115:22 124:15 139:11 141:25 142:12	2026 12:20
\$4.7 11:25	155 16:1	20 27:10 43:24 47:10 116:12 119:22 139:1, 6	2012 34:25 42:10 77:11	2029 5:11 8:4, 9 9:8,16 11:10 13:7 14:24 15:2 16:25 26:9 28:3 30:7 31:25 55:6 60:20 63:16 65:18,24 66:12 90:15, 19 111:22 112:11,12 119:4 123:9 124:15,20 129:8 139:25 143:22,25 147:3 159:18, 20
\$5 46:12	158 54:20 55:9,13,15, 16,18	20-year 9:8 11:20 13:5 119:6 134:1, 7,13 135:11 139:4	2013 12:1,12, 24 14:10 77:11	2029-30 28:7
\$52 111:24	159C 53:17, 20,21	2000 140:14 149:1 151:4	2014 19:9 59:12,15 70:15	2030 12:16 28:4
\$620.5 15:18	159P 53:15, 18,20,21	2000-2001 151:8	2014-2015 123:25	20th 13:4
0	15th 89:10 132:5	2000s 20:25	2016 23:23 149:3	25 12:16
002 8:19	160 89:10,16, 21,23,24 90:1	2001 12:12	2018 23:25 70:15	27 44:17 131:25
006 8:25 9:14	161C 104:10, 18,24 105:1,3	2002 44:12 142:9	2019 46:9	280 132:14
008 9:1,14	161P 104:9, 18,24 105:2,3	2003 142:9	2020 12:16 30:7	
1	162 104:11, 18,24 105:2,3	2004 142:9	202013 10:23	
1 23:14 139:25	163 97:5 98:11,20,21 99:4,5	2005 44:14 107:24 132:1	2021 10:13,23	
10 12:14 52:4 73:15 143:2	164 97:8 98:4, 20,21 99:4,5	2006 132:1 136:20 142:7	2022 10:14 24:1 42:11	
100 25:24 30:3 114:23	18 144:13 145:17	2007 13:2 44:17 107:20 108:6 136:7 137:1		
10:15 52:6	18.1 12:7 16:3			
10:30 52:7,10				
11 21:21 54:25 112:19 142:22 143:2				
12 11:11 12:6 21:20 95:7				
13 21:21				

280C 132:18 133:2,4	15	650 38:3	46:14,15 51:5	accepted 74:5,8 79:10, 11
280P 133:2,4	343.4 8:16	668 9:5	52:7 59:3,4, 10 60:13	access 110:12
281 132:15,18	356 142:20	668,250 9:5	62:6,17	accomplish 39:20
281C 133:2,4	362 138:8	7	69:12,14	accordance 6:8
281P 133:2,5	393.401.5 10:3	75 138:5	77:12 78:16, 18,23 79:3	account 28:25 59:1
28th 140:14, 15	3rd 142:22	7E.03 9:4	85:13 86:20	accounted 59:7
29 15:17 35:2 63:19,20 95:6 131:25	4	8	88:9 90:12	accounting 15:16 161:20 164:20
3	4.16 141:11	8 159:18	92:2 94:23	accredited 12:22 16:18
3 43:20,21	40 119:22	9	99:1,25 101:8	accurate 55:9 82:19 134:14
30 119:22 139:1	4th 3:10	9:05 3:1,12	105:20 106:2	achieve 108:3
300 9:3 12:22 13:9 16:18	5	A	109:4,15,24	acquire 34:6 37:22 43:4,14
63:25 66:14, 16 67:13,17, 22 75:7 82:24	5 73:15	a.m. 3:1,12 52:10	111:13 115:8	acquired 150:21 151:12
109:12 123:8	50/50 30:10	abandoned 45:22	116:6 117:4	acquisition 41:24 114:4 136:7 137:1,6 151:6,16,18, 25
125:3 137:19	505C 126:14 127:2,4,6	ability 5:3 68:1,2 140:23	118:4,10,25	acronym 134:23,25
138:6,10	505P 126:14 127:2,5,6	able 33:9 46:19 67:22	119:23,24	across 35:21 93:12 110:13 159:21
144:4	506 126:15 127:2,5,6	about 18:7, 12,13 19:25	121:23 122:8	act 19:24 20:6 69:14
307 138:8	525 37:6 44:19 50:12	20:1 21:17	123:14,23	
31 142:3	525.9 9:12	23:22 27:11, 12,15 28:21	124:3 127:16	
31st 117:20	591.5 15:20	29:8 30:1,16, 19 34:21,24	128:20 130:6	
321 154:9,25 155:3,5	5C 5:6 6:7 131:19	41:5 43:1	136:4 139:1, 20,23 140:13	
322 157:7,21, 24 158:1	6	44:6 45:4,9	141:11	
323 159:10 160:7,12,14, 15	600 46:9		144:25	
324 159:12 160:10,12,14,	62 111:25		149:21,22	
	620.6 8:23		151:24 164:9, 10	

action 8:8 14:3 19:19 55:3 65:17 66:3 75:2,9, 13 79:15 118:22 122:21	additional 9:19 40:18 46:13,23 49:15 96:20 165:25 Additionally 10:11 14:11	105:2,4 127:5,7 133:3,5 155:3,5 157:24 158:1 160:14,15	afraid 51:6 152:19	21:2
actions 20:5,6 23:22 66:15 69:14 88:5 118:19	address 18:10 74:13, 22 120:2 166:8	admittedly 58:18	after 22:17 24:19 35:23 36:6 37:1,13, 14 42:4 44:16 47:11 63:16 73:19 78:10 87:23 103:12 116:18 136:6 149:23 152:4	agencies 16:4 agenda 23:3 ago 10:24 24:11 37:23 66:18 78:13
active 47:5 actively 47:5 activities 22:2 actual 18:17, 18 20:14 48:2 57:23 101:12 102:23	addressed 33:6 106:12 addressing 31:14 80:20 adequate 5:4 adequately 15:22	advanced 118:20 advancing 124:5 advantage 129:3 advice 86:10 87:5 advisory 32:10,14 33:1,4,8 49:1, 5 66:11 67:6 74:15 75:1 80:11 82:14 87:6	afternoon 125:16 127:14 131:6, 7 133:13,14 141:19,20 153:24 155:20 156:6, 20,21 159:2,3	agree 6:5 8:4 20:17 80:24 81:3,7,18 87:18 113:10 119:18 127:21 128:3 137:11 139:3, 4 144:17,20 145:4,16,17 146:1,19 147:1
actually 27:5 32:12 33:23 35:1 37:16 38:2 45:14 48:22,25 49:2 50:8,23 69:8 83:6 84:6 96:11 102:5 106:3 108:19 114:3,18 115:9 129:14 130:13 134:11 135:24 161:8, 9 162:15,16	adjourn 165:21 166:13 adjourned 166:17 adjournment 155:24 Administratio n 97:10 admission 53:13 55:13 97:15 98:20 154:25 157:21 160:7 admit 104:24 127:1 132:12 admitted 53:20,22 55:17,18 89:25 90:1 97:23 99:4,6	advocates 6:3 14:17 advocating 9:10 affairs 7:1,11, 17 54:17 104:6 affect 32:7 129:23 affirmative 75:9 affordability 46:21	afterwards 36:11 again 8:1 9:10,16 14:19 17:16,18 23:18 31:13 33:22 37:19, 25 39:12 40:19 41:1,3 43:15 47:9,21 48:4,14 50:18 57:25 58:15 59:8 60:22 61:1 69:19 72:13,22 73:6,9,21 74:3,25 75:20 76:11 78:8 83:16 84:21 115:13 120:8 124:4 133:16 136:13 160:2	agreed 25:3 52:19 86:1,5 117:17,22,25 121:2 agreement 5:7,10,16 6:9 9:17 11:21 16:24 27:13, 16 57:11 58:15,21 59:5 60:15,20,21, 25 61:11,13 63:1,13,14, 15,17 64:8 65:2,3,18 71:19 72:1, 23,24,25 74:7,10 76:3 79:13 83:20 84:1,18,23 85:15 94:24 95:5,10,16, 19,22 99:15, 20,22 114:17 117:6,10,12

127:18 133:18 134:1, 3,6,7,18 135:6,7,12,18 143:25 agreements 7:19 21:3 138:5 agrees 18:1 22:10 37:17 Ah 84:9 ahead 26:20 119:16 aligned 13:20 aligns 15:14 all 3:2 4:11,16 6:5,19 8:4,7 10:25 11:18 13:18 21:22 23:17 28:13 31:2,9,10,15, 23 33:11 36:21 37:21 38:20 41:21 42:2,16 43:19 45:9 46:22 48:21,24 49:4 51:13,18 52:3,9,13 53:2 57:18 58:13,24 59:6 61:7 63:19,20 67:8 69:19 70:1 71:24 72:4 75:15 76:12,18,19 84:18,19 85:5,16 88:7, 13,16 91:8 92:13,14,15 94:4 97:2,25	100:14 103:7 105:2 112:22 115:3,24 117:5,10,20, 21 118:11 121:2,4 122:3 125:6,11,15, 19 127:10,23 128:8 130:6, 18 132:21,25 133:2 137:23 143:3 146:22 147:8 149:10 150:1 152:10 153:8,11 154:13,24 155:17 156:9 160:6 163:17 165:2,15,18 166:13 alleviated 124:18 allocated 14:25 allocation 29:4 allow 39:6 96:20 101:10 144:18 145:2 allowed 38:17 40:12 47:13, 17,25 82:17 83:11 84:4,24 117:12 allowing 38:11 46:21 allows 33:10 114:24 115:20 almost 37:14 52:6 65:19	77:17 79:17 101:3 alone 9:15 along 7:6 23:24 67:8 70:15 already 31:15, 23 32:6,8,20 33:11,15 34:5,19 41:12 43:21 44:4 46:23 70:8 71:9 79:20 120:23 136:1 166:3 also 3:18 4:22 6:2 7:22 14:8 16:25 19:6 21:16 45:6 47:4 52:21 56:21 57:10 78:16 81:12, 13 109:10 114:25 117:12 122:1 124:2 132:18 143:21 144:20 145:4 alter 11:7 alternate 19:17 alternative 14:16 92:7 112:1,5 124:22 alternatives 18:7 44:15 70:17 109:20 112:14 122:5 123:24 124:1, 4,24	although 6:19 82:11 120:5 136:17 always 20:20 68:1,2 77:18 amongst 117:10 amount 101:11 102:24 124:19 analysis 6:18 9:2,15 10:25 19:2 58:2 116:8 120:20 announced 136:7,25 annual 6:17 16:2 19:10 141:10 another 24:3, 4 42:22 72:7 110:11 135:12 163:14 answer 5:13 20:16 24:16 30:24 31:17 33:1,4,7 36:7, 11 37:9,16,19 40:9,10 41:7 51:6 69:1 70:25 71:1 79:24 90:14 101:14 111:3 117:24 118:1 120:15 123:6 124:15 149:18 152:18 157:17	161:11 answered 71:9 100:24 135:24 136:1 137:9 162:23 answers 89:16 104:17, 20 126:22 132:8 151:10 154:18,21 157:14 159:23,25 160:3 any 3:21 4:6 5:20 14:13 15:2 17:11,12 20:1 25:17 30:11,13,24, 25 31:2 32:3 34:21 37:3 40:18 45:14 48:16 49:7,10 51:2,12,13 52:5,24,25 53:19 54:22 55:16,22,25 56:5,6 59:20 60:19 64:9 69:3,16,17 70:19 71:5 72:25 76:18, 19 78:9 79:17,22 80:6 82:5 85:6,9 87:2 88:12 89:12,24 90:6,24 91:3, 11,15,18 92:14,15 96:13 97:18 98:22 99:8,24 101:23,24 104:13 105:1,
---	--	--	---	---

8,14 106:21 110:17,23 112:1,5,22,23 116:1 119:8 122:11,21 123:1,12 124:7,19 126:18 127:4 128:11,15 129:3 131:21 133:1,9 139:17 141:15 147:11 150:9, 25 155:2,10, 16 157:10,23 158:6,12 159:15 160:13,20 161:1 163:1,2 165:5,24 anybody 36:8 47:2 51:5 69:17 119:21 anymore 69:23 anyone 4:11 12:12 anything 4:14 42:9 45:22 48:13 49:2,3 51:14 52:7 53:3,23 88:15 99:22 114:16 118:19 125:10,18 130:11 152:20 156:8 165:20 166:6, 12 anytime 79:8	anyway 58:6, 9 150:5 anyways 44:6 anywhere 95:11,13 apiece 138:5 apologize 33:13 51:5 55:7 82:12 102:12 155:23 appealed 34:8 appearance 3:13 4:11 appears 87:23 applicant's 119:25 applicants 116:7 application 14:20 applications 77:15 applied 125:2 146:14 apply 5:17 17:1,5 34:4 37:4 72:4 approach 13:25 24:22 approaches 30:20 appropriate 26:16 65:6 approval 23:11 79:20	approved 80:25 approximately 8:16,23 9:12 11:25 12:6 15:17 16:1,3 138:8 Aquila 20:2 33:17 37:23 41:22 42:5,20 44:14,16,21 45:1 56:23 57:1,2,3 107:4,8 108:20 113:9, 11,14,16 114:2,4 136:12,16 137:4,6 138:19 147:23,25 148:5,10,19 149:2,20 150:21,23 151:3,5,12, 14,19,20 152:5 Aquila's 41:18 152:2 area 138:23 151:18 argue 35:11 36:9,16 argued 34:9 argues 13:17, 22 35:5 arguing 117:23 argument 34:24 35:10	66:1 106:11 arguments 33:11 41:11 118:10 arise 41:8 Arkansas 50:7 94:12,13 97:7 98:10,17 around 11:15 58:19 106:7 107:20 114:8 118:6 121:15, 24 arrangement 108:18 114:23 143:22 147:2 artfully 117:1 articulated 120:10 artificial 15:9 as 4:19,25 5:5 6:19 7:5 8:11 9:22 10:3 11:13 12:6, 12,15,16 13:6,24 15:6, 18 16:3,18,19 20:4 21:21 22:6 24:14,17 27:5,6 28:24 29:17,18,19 31:23 32:1,25 33:6 39:2 43:2 47:25 48:24 53:15 54:6,19 58:8 60:15,24 62:14 65:15, 25 66:25	67:15,21 69:18 79:4 81:10 82:6, 16,19 83:4,5, 13 84:17,23 85:16,21 88:21 89:10 90:13 93:20 94:11,15 95:6,19 97:16,17,23 100:12 101:17 103:19 104:9, 10,18 106:13, 18 107:11,19, 21 108:5,15 112:18 113:20 114:16 116:22 118:9 119:1 121:1, 3,13 123:17, 19 125:25 126:11,14,15 127:24 129:5 130:5,25 133:25 136:8, 10,18,23 137:18 138:19 141:2 142:17 145:25 148:12 149:2, 5,10 152:11 153:18 154:6, 8,13 156:13 157:7 158:22 161:13 165:10 as-is 27:7 ask 21:16 25:11,13
--	--	--	---	--

32:15 36:10 38:2 50:18 52:4,22 60:11 78:16 80:10 82:9 97:11,23 99:11 104:16 119:21 120:8 126:21 135:25 141:21 152:20 154:17 155:24 157:13 159:24 164:11	asset 8:22 10:5 15:10,11 17:6 27:20 109:13 111:2 135:15 assets 8:1 57:1 148:12, 15 149:4,9 150:5 151:4, 19 Assign 24:18 assigned 3:9 associated 11:24 16:19 18:5 21:23,25 162:11 164:18 Associates 126:10 assume 26:21 77:16,17,18 at 3:1 10:16 12:4 15:11 16:11 17:25 18:9,17,19 20:8 23:2,10, 19 24:10,17 26:12,24 27:3,17 28:21,25 29:24 30:5,22 31:23 36:21 37:21 38:1,22 42:19 43:3 44:1 45:23 48:24 50:20 57:19 58:3 59:13 62:16 63:4 67:19 69:13,15 70:20 75:6	78:2 79:17 82:8 83:15 84:18 89:22 92:9 95:12 96:8,12 98:19 99:16 102:16 103:2,12 104:23 106:12,13,16 107:8,20 108:13 109:5, 8,20 111:14 112:8 113:14, 15 114:7 117:7,15,24 119:2 120:5 122:3 123:9, 18 124:9,12, 24 125:9 126:25 132:11,13 134:17 135:3, 10,22 136:22 137:3,12 138:19 141:3, 10 142:4,5, 16,24 143:3 144:16 146:13,22,24 151:13,14 152:13 154:24 156:4, 7 157:20 160:9 162:19 166:18 attached 7:5 19:2 29:18 140:19 attempt 93:15 148:5 attempting 39:17 81:20	attention 52:17 107:13 122:1 attorney 50:25 attractive 23:10 audit 131:14 146:3 August 12:14 142:3 authority 3:6 74:17 75:20, 23 76:15 automatic 64:20 68:5 76:4,8 84:15 85:4 automatically 137:23 available 99:16 108:16 109:11 124:21 avoid 91:23 93:2 avoided 25:8 70:24 96:24 aware 75:21 78:19 87:2 90:24 91:3 94:14,17,21 104:15 107:12 137:14 away 20:17 21:8 37:7,11 39:7 40:8 41:9 44:19	62:18 63:2 69:23 109:19 124:24 B back 23:15 29:16 35:21 42:19 48:23 52:14 65:20 82:3 106:13 108:21 112:15 114:5 118:13 125:16 137:23 150:22 152:21 156:4, 7 backdrop 12:21 backed 17:25 backyard 35:24 bad 25:5 36:21 37:2,21 bail 47:7 Bailey 3:18 4:22 balance 29:3 ballpark 150:5 base 111:24, 25 115:20,22 119:11 134:17 135:4, 22,23 136:2, 4,11 141:24 142:1,7,12,18 152:4,11
--	---	--	--	--

based 5:6,22 6:13 8:7 9:15 16:15 27:14 32:16 49:15 61:6 75:2,9, 13 76:6 84:19 88:5 92:15 97:3 101:24 112:23 116:1 145:23 150:10 152:24 163:2	72:12,16 73:18,24 74:7 75:1 76:3 79:25 83:1 84:11 92:11 93:3 95:9,18 97:14 112:14 113:24 114:1, 5 120:19 123:8 124:5 127:24 129:12 133:16 137:24 138:10 149:19 150:11 151:13 152:1	beginning 3:14 12:20 48:24 begins 3:3 begun 74:1 behalf 3:21,25 4:3,6,8 17:12 25:17,20 31:8 32:2 55:4 104:8 126:13 behind 33:14 belabor 33:16 85:6 belief 104:21 154:22 157:18 160:4 believe 4:12 32:13 46:15 50:10 51:13 52:14 63:12 64:8,15 73:22 74:6,25 77:23 81:13 92:9,11 96:1 102:18 103:10 115:1 116:20 122:12 125:16 130:20 140:14,15 153:13 156:7 158:16 159:19 165:13,19 Belton 148:25 bench 4:15 17:11 25:17 31:2 49:10 51:13,15,23 52:8,21,24	56:5 65:9 69:3 71:5 76:19,20 80:12 88:15 91:18 92:14, 15 97:6,19 99:8 100:17 101:23 105:14 106:22 110:18 112:22,23 125:10,18 128:15 147:11 150:9, 10 152:24 155:16 158:12 161:1 163:1,2 165:21 166:7 beneficial 110:24 111:4, 16 129:19,20 benefit 7:20 19:7 38:10 58:8 93:13 96:15 111:9 141:4 147:4 162:4 164:12, 16,21 benefits 6:22 9:20,23 13:8 14:10 16:9,19 18:10 60:1 108:24 best 8:21 29:25 55:10 64:22 66:17 88:1 104:21 123:19 137:18 154:22	157:18 160:4 better 27:23 48:15 68:23 70:6 114:24 124:15 134:16 161:10 between 14:18 29:4 35:7 55:3 70:15 95:14 97:9 beyond 90:19 95:15 96:10 118:2 122:5 143:22,25 147:3 bid 21:2 136:8,10 big 57:4 83:24 120:16 biggest 66:2 bill 19:22 90:22 161:25 billion 36:14 46:12 bills 36:23 39:15,19 bind 25:11 bit 33:15 35:17 68:4 77:6 108:17 109:25 114:20 123:16,24 148:24 150:22 black 6:12,14 7:4 23:24
--	---	---	--	---

bleed 39:16	141:16 163:8	22:20 37:7	76:10,12,15	24:22 25:9,
block 20:25	165:6	42:9,18 43:16	77:16 78:23	12,13 31:13
21:19	briefs 74:13	48:8 49:16	79:3,8 80:22	33:16 34:7
blue 44:17	166:9	108:7,9,11	81:12 82:15,	38:22 39:3
148:13	bring 28:19,	113:9,17	25 83:3,10,20	40:19,25
book 162:18	20 29:24 30:7	138:14	84:23 92:5,6	44:13 47:5,6
books 135:4	52:16 117:7,	bullet 32:5	94:18 95:4,13	49:13 50:3
161:21	14 165:22	burden 23:13	100:24 101:7,	54:10 56:10
born 15:25	bringing	25:5 112:3	20 108:24	57:16 59:1
borne 40:19,	31:10 34:3	124:18,23	109:8 113:14,	60:8 61:21
25	66:1	burned 18:18,	15 114:21	63:21 65:12
borrow	brings 22:21	19,23	117:1,11	68:3 69:7
162:23	broaden 96:13	Bus 162:18	118:2,12	70:14 71:8,23
both 10:23	brought 31:24	business 25:2	120:24 122:7,	72:2 75:19
59:25 60:1	60:13 102:9	64:11 67:3	17 127:19	77:1 80:9,25
64:2 130:14	112:1 114:14	94:11 107:18	129:1,16	85:12 86:8,20
132:12	147:18	but 13:17	130:11 134:1	88:25 89:3
150:20	Brubaker	14:19 16:8	135:18,25	90:9 91:21
151:12,14	126:10	17:21 18:9	136:10 137:5,	92:22 94:9,22
bottom 27:9	bucket 161:14	19:9,20 22:10	17,23 139:5,	96:23,24
161:18	build 25:22	25:3,11 26:20	11 140:11,12	97:14 98:2
bought 42:16	27:8,10,19	27:8,10 28:17	141:1,21	99:12,20
57:2 114:2	29:20,21 35:6	29:2,12,15,25	142:7,10	100:6,7,8,23
147:24	37:11 39:25	31:18 32:5	144:23,24	102:14
bound 14:12	42:14 43:17	33:6,9 34:4,	148:7,15	103:24 104:2,
25:9	47:22 48:12	22 35:10,18	149:2,9	3 105:17
box 23:24	82:19 83:15	36:9 37:13,18	150:25 152:2,	106:12 107:1
55:1	93:1,5 101:15	38:10,16	3,17 162:5,7	110:20 113:6
branded	107:4 119:9	40:1,9,15	163:18,19	114:13,21
148:5	building 3:11	41:2 43:11,18	164:3,8,15,19	116:4 117:19
break 51:19,	25:22 38:4	45:18 47:17	165:12 166:9	118:12 119:3,
21 52:7	42:21,23	49:19 50:19	buttons 72:3	7,14 120:9,22
103:12 125:8,	47:24 70:22	54:24 56:22	buy 29:21	124:19 126:4,
11	83:1 91:22	58:2,17,22	43:8,9	10 127:13
brief 6:7	92:5 93:13	60:12 61:2,24	buying 35:8	128:18 131:5
38:24 155:24	111:2 129:15	64:6,12,23	67:20	133:12
briefly 133:10	builds 27:10	66:10,24	by 6:1 10:3,7,	136:11,17
	48:3	68:3,21 69:9,	20 11:14	139:19
	built 21:12	13 71:21	12:13,16	140:21 141:5,
		72:15,18	14:12 16:10,	11,18 146:21
		73:2,7,17,22	16,23 17:4	147:16 148:5
		74:13,23	21:10 22:17	149:1,23
				150:14,21
				153:3,23

154:3,16 156:19 157:1 159:1,20 161:6,20 162:9 163:10 164:13 165:8, 10	40:11 42:9, 14,16 43:15, 25 44:4,8,23 47:15,16,21, 24 48:4,16 60:1 64:3 66:15,17 67:13,19,21, 23 70:18,20 107:24 108:4 109:10,11,13, 15,18,19 111:5 112:5 123:8 126:9 133:23 134:19,20 135:9,15,21 136:9 137:20 138:9 144:1 154:4 157:2 162:5 164:14, 18	21:25 23:16, 23,25 24:1,9, 14 26:2,5,10 31:22,23 32:6,16,20 33:5 54:19 68:2,17,18, 19,21 77:22 80:14,16,18, 21 81:1,5,11, 13,24 82:1,7 83:9,17 84:5, 22 85:18 86:23 89:9 95:6 104:8 105:23 106:2, 12,17,18 115:22 116:15 117:6, 15,21 118:19 119:11 120:18,23,24 121:1 122:7, 19 124:3 126:12 131:19 135:16 141:25 142:7, 13,21 143:2,3 144:8,17 145:5 149:3 151:9,10 154:14 157:6 159:9 160:6 165:24	categorically 32:19 categorize 77:12,22 cause 54:18 96:3 157:5 162:16 caused 154:7 159:8 caution 50:18 caveats 21:6 CCN 42:12 75:22 CCNS 67:16 cell 140:9 Center 5:15 6:4 43:7 97:9 98:8 Central 149:12 cents 9:1,14 certainly 74:19 122:6 125:1 135:19 142:8 cetera 127:23 chair 17:15 22:4 49:10, 11,13 56:6 60:5,8 61:15 62:6 65:10,12 69:2 75:17,19 76:17 82:11 102:6,8 105:15,17,19 106:20 116:6 117:1 119:23 120:13	Chairman 22:7 chance 124:8 change 24:7, 22 27:1 45:4 48:1 73:2,3 74:23 80:19 81:9 112:4 148:9,23 changed 11:13 22:8 56:19 63:13 112:13 123:1 130:1 147:22 148:14,16 changes 14:9 72:25 114:9 151:2 Chapter 114:23 charge 138:17 chart 69:10 cheaper 35:9 108:10 cheapest 40:18 chief 157:4 choice 35:7 67:10 choices 20:6 27:6 29:16 choose 23:4 67:9 99:14 chooses 17:8 choosing 41:9 48:8
C				
cake 25:4 calculated 49:15,17,18 130:10 calculation 49:21 call 100:8 126:13,15 139:9 150:23 151:25 152:17 called 78:25 96:23 115:17 137:5,15 151:18 calling 85:21 came 21:6 23:1 47:10, 14,19 48:1 56:16 78:10 82:10 117:4 cannot 14:3,8 22:18 25:2,3, 11 32:21,25 33:4,8 cap 15:9 17:7 capacity 7:20 8:17 9:2 12:17,22 13:9 16:18 23:7,8	Capex 46:6, 23 49:14 capital 48:18, 20 68:16,20 105:21,24 106:9,17 114:25 115:18,19 116:9 120:3 146:16 car 35:8,9 care 161:20 162:12 carries 23:20 carry 163:24 case 6:10,20, 24 8:4 9:11 14:22,25 15:4,23 17:24	cases 10:23 17:2 21:20 30:5 74:20 77:10,14 78:7 81:24 86:17 87:24 144:23 146:3 catch 120:7		

chose 47:22 94:23	22 115:6,12 130:10	close 148:3	112:15 116:11 117:13 118:13 123:7, 25 130:21 136:19 141:24 142:11 158:17 161:18 162:15	16,18,20 74:16,20 75:3,4,5,9,21, 23 76:1,11 77:21,23,24 78:2 79:22 81:1,8,21 82:5,13,21,23 83:5,8,17 84:4,12,21 85:14,17,24 86:1,7,10,12, 13,20,24 87:12,19 88:3 95:1 96:6 105:22,25 106:1,3,12,15 111:19,22 115:21 116:22 117:7, 11,15,17 118:4,12,20, 25 119:15 121:16 122:10,17,19, 21,22 123:2,3 124:6 128:4 131:12,16 136:15 142:15 143:11 144:9, 16,17 145:2,9 146:13,19
chosen 48:12 135:13	clean 134:16	closer 70:23 111:2	comes 50:19 75:12 99:13	
circumstance 30:13	clear 11:5 41:22 72:14 95:1 113:16, 24 118:14 122:15,20 130:5 152:22	closest 101:9 161:22	coming 46:10,23 48:19 60:1 124:3 137:18, 25	
circumstance s 6:15 8:7 11:15 16:11 22:7 62:24 63:12 116:21 121:8 146:22	clearly 59:15	cloud 70:1	commission 3:21 4:19 5:2, 8,14,17 6:1,8 7:24 8:5 11:6 13:15 14:8, 12,22 15:1,7, 9 16:22 17:1, 8,13 21:18 22:4,9 23:3, 11 24:20 25:2,20 26:7 28:12 29:9 31:8,15,21,22 32:25 34:5, 10,16 37:9 38:16,18 39:1 41:8 42:10,20 43:13 44:1,5 45:6,19,24 47:10,13,25 48:5,10,22,25 51:18 55:4 63:5 64:25 65:16 66:1 67:5,25 68:8,	
cites 18:16	click 72:3	clunky 58:19 60:23		
City 3:11 72:11 108:18 114:10,17,21 115:6,12 136:23 137:3 142:5 151:21 152:14	Cliff's 56:16	co-counsel 97:16		
claim 18:14	Clizer 4:2,5 31:6,7,8 49:9 51:14 56:4 80:7,9 85:5,8, 13,20 91:16, 17 94:3 97:21 98:23 99:1 102:5,9,12,14 103:2,4 105:13 113:3, 6 115:23,25 120:4 123:16 127:13 128:8, 10 133:10,12, 14 139:14,16 147:18 150:11,14 152:19,23 153:20,23 154:12,16,24 155:7,9,23 156:1,15,17, 19 157:20 158:3,5,16,24 159:1 160:6, 17,19 165:6, 8,15,17 166:8	co-op 162:11		
claims 19:6		Cody 7:9 88:19 89:2		
clarification 78:14 93:23 132:6		Cole 3:18 4:22		
clarifications 80:4		Coleman 69:4,5,7 70:9		
clarified 115:14		collaboration 6:11		
clarify 60:11 95:25 113:4 137:2 143:9		collapsed 151:7		
clarity 68:7 77:7 82:22 83:6 88:7		colleagues 20:10		
Clarksdale 33:20 72:11 90:24 108:19 110:6 114:18,	Clizer's 161:7	collecting 47:3		
		color 41:14 102:15		
		colorful 162:21		
		combination 13:11		
		come 18:9 20:19,20 28:18 41:12 46:4 54:2 86:24 88:17 96:19 103:14		
				commission's 5:22 10:21 11:12,22 13:25 14:20 16:13 52:17 75:13 112:19 122:7 145:13 146:14
				commissione d 6:12

Commissioner 49:24 50:1,3 51:10 56:7,8, 10 60:3,12 61:18,19,21 65:7 69:4,5,7, 9 70:9,11,14 71:3,4 77:4, 24 100:18,19, 20,23 101:22, 24 102:7,8,11 106:22,23 107:1,3 110:15,18,20 112:20,21 113:8 114:13 123:14 147:11,13,16 150:3,8 161:2,4,6 162:22,25 163:12	company 3:14,17 4:21, 25 5:12 11:6 16:21 20:7 21:5,10 22:6, 14,17,19,24 24:10 25:3,13 26:14,18,25 28:18 29:13, 23 30:8 33:24,25 34:9 35:11 39:6,25 40:1,14,20,23 41:5 42:17 45:13 48:2,7, 11 53:21 55:4,18 57:18 58:3 65:15,24 66:22 80:2 82:16 83:10, 11,12,14,19, 22 90:1 93:17,19 94:19,23 99:5,14,21 105:3 106:8 114:7,10 121:9 122:11 123:17,19 130:14 134:12 136:23 137:3 143:21 144:10,23 146:23 147:20 148:9 150:23,24 152:8	46:1,16,18 47:7 65:19,20 80:20 93:1 116:6 120:3, 25 comparable 21:2 84:19 compare 39:12 compared 8:20 15:18 27:25 92:10 116:22 165:10,13 comparison 18:19 142:4 comparisons 21:6 complaining 88:9 completed 24:13 completely 37:14 149:11 complicated 114:20 152:20 162:2 complications 92:3,4 comports 64:15 65:4 compound 141:10 compromise 20:19 concern 19:20 62:17 120:19	133:25 concerns 46:20 62:22 120:1,11 concessions 115:11 concludes 166:14 conclusion 16:21 33:23 85:21 concurring 86:17 conditions 71:25 72:4 73:24 99:23 conduct 146:20,21 confidential 53:16 104:10 132:14,16 confirm 5:17 16:25 confirmed 6:18 13:3 confusing 113:25 115:14 congestion 12:18 conglomerate 137:7 connect 101:1,13 connected 109:22,23 110:3	connection 50:7,12 59:24 161:9 consequence 29:15,20 36:1 consequences 15:25 25:7, 24 29:22 consider 107:21 122:4 consideration 109:17 considered 5:20 10:2 17:3 66:4 91:22 106:8 considering 146:23 consistently 10:16 consolidated 149:5 150:1 constrained 44:19 constraint 138:4,13 constraints 137:12,14 138:12,22 139:9,13 construct 8:22 constructed 44:12 142:9 constructing 58:11 135:16 construction 8:3 92:1
Commissioners 17:15 commissions 25:11 commitments 108:23 common 152:11 communist 157:4 compact 14:2,21 64:16 65:5 119:20 145:21 companies 24:25 74:21 86:10 87:13, 15	company's 6:12,21 7:21 10:23 13:2 19:23 20:3 21:20 24:16 27:6 30:5			

constructs 15:20	22,25 66:13, 22 68:9 69:24 73:4,8,12 74:2 83:10 84:7 123:10, 13 124:19 127:18 128:23 129:1, 4 130:6 139:5,22,23 140:1,3,4,5,6, 12 142:16,23 143:12 144:11	corporate 137:7	28:3,6,9 29:3, 12 30:2,16 33:20 46:16 58:10,11 59:11,17 62:9 70:22 83:25 90:19,21 92:4,11,12 93:2 96:4,20 99:23,25 100:6,12 108:8 109:18, 19 111:1 112:6 125:3 127:25 128:2 129:14 145:3, 10,19,23 146:4 165:14	62:16 63:11, 16,17,23,24 68:1,10 69:20,22,25 70:8 78:4 82:18 83:12, 14,21 84:5,25 90:25 91:1,24 93:4,10,11 96:23 108:22 109:18 119:5 123:4,12 124:8 134:13 139:6 144:21 145:1,2 146:9,16 165:11
consumers 4:8 88:1		corporation 151:18,19,20		
consummated 151:8		correct 24:23 31:17 33:1,7 39:11 50:9 73:21 80:16, 21 81:20 84:2 86:14 97:1 100:11 101:5 104:20 113:12,18 132:19,20 134:9,12 142:14 143:18 145:11 146:6 148:3 153:5 154:21 157:17 160:4		
contained 55:9 59:8 89:15		contracting 121:24		
contemplated 12:24		contracts 71:18 72:6 74:2 78:18 139:21		
context 6:7 56:15		contractual 57:15 60:25		
continually 58:7 67:3		contractually 115:7		
continue 8:13 13:8 24:15 37:17 63:9,10 70:7 74:11 87:20 95:17 96:18 112:17 122:4 135:14		contributing 16:7	costly 93:3	could 12:12, 24 14:22 21:11 22:19 23:10 28:4,17 43:5,15 51:1 56:15 60:15, 16 69:15 73:12,14,17 74:9 78:22 79:4,5,17 81:21 86:22 92:4 93:11 96:5 99:10 101:15,19 108:1,24 111:5,7 115:3,4 122:25 127:17,25 129:14,17,19 130:5 135:9, 12,13 142:4 153:24
continued 107:19,25		contribution 19:13	costs 7:7 10:9 14:23,25 15:3 17:6 18:4,7, 25 19:13,14, 22 21:23 22:3,12,15,18 23:2,5,14,17, 18 24:1,16,18 25:14,23,25 26:17,19,22 28:4,16 29:2, 14 30:6 33:16 34:7,12,18 35:14 36:15, 18 37:2,18 38:8,18 39:7, 8,10,18,23 40:5,8,10,18, 24 41:7,8 46:4,10,22 47:14 48:16, 17,18 57:13, 17,21 58:5,9, 16,22 59:1,18	
continues 109:9		control 72:19		
continuing 42:22		convened 22:24		
contract 15:2 18:6 20:15 26:4,13 27:2, 12 28:14,20 29:8,9,10 30:14,16 31:24 32:3,24 39:1,25 42:15 43:17 55:6 57:22 58:23 61:1,3 62:25 64:5,10,13,		conversation 21:17 113:7		
		copies 97:5 165:23	correction 54:25 55:8 132:2 159:23 160:3	
		corner 18:1 98:18	correctional 102:20	
		Corp 5:10 26:9	corrections 54:22 89:12 104:13 126:18 131:21,24 157:10 159:15	
			correctly 46:8 77:25 80:13	
			cost 5:19 8:12,17 9:23 14:5 16:5,17 17:3 26:15 27:18,20,24	couldn't 68:20 101:20

counsel 3:14, 25 4:3,14 31:6,9 34:15 42:25 51:15 52:5,8 53:9, 12 54:8 56:3 74:12 80:6 88:15 91:15 94:1,2 97:6, 21,22 102:4 103:21 105:12 113:2 125:10,18 127:11 128:19 133:9 141:23 144:8 150:10 154:5 157:3 165:20 166:7	165:24 court 4:3 32:13 cover 19:12 25:14 42:9 covered 58:16,17 covering 23:18 covers 21:20 crazy 35:20 creates 83:24 125:1 creative 122:2 credentials 51:6 credit 16:4,5 162:5 critical 10:12 129:10,21 130:12 cross 55:25 56:2 80:6 85:7 91:11,15 105:6,10 107:4 117:5 128:11 133:7, 9 139:17 141:15 155:10 158:6 cross-based 76:20 cross- examination 52:19 55:14, 21,23 76:25 80:8 90:4,6,8 97:18 105:8	127:9,11,12 133:11 139:18 141:17 155:8 158:4 160:18, 20 cross- functional 22:24 24:12 Crossroads 5:15 6:4,6,9, 13,14,19,22 7:2,4,8,12,14, 20,25 8:1,2,3, 9,12 9:3,17, 19,22,25 10:4,7,11 11:1,10,12, 13,17,23,25 13:3,10,13, 19,23 14:11, 15,19 15:10, 13,19,21 16:6,14,17,23 17:7,18,20 18:1,3,5,6,11, 20 19:1,20 21:1,10,23 22:8,25 23:7, 8,11 24:2,13 25:8,25 27:4 33:21 34:6, 18,25 38:10, 11,14 39:7 40:1,4,13,15, 17,21,23 41:6,9,23 42:4,6,11,19 44:6,12,18 47:2,4 50:4 55:5 57:19,23 58:4,8 69:16, 23 70:20 72:6	85:16 86:23 87:4,24 91:23 97:9 98:8 101:2,9 107:5,20 109:1,5,9 110:24 111:16 112:8 113:17 123:15,20 124:1,5,10, 17,25 129:11, 17 133:21 134:17,20 135:3,21 136:8,9,11 137:12 138:23 141:23,24 142:13,21 143:3 147:2,5 149:22 161:9 164:13 165:10 Crossroads' 5:19,23 10:14 12:21 14:6 15:17 16:8 17:3 18:21 19:6 22:3 23:1,17 44:23 Crossroads'- related 10:22 crucial 6:2 curious 78:21 current 7:11 8:6 15:12 16:2,8 24:9 44:22 46:11, 14 72:24 73:1 74:7 81:25 111:17	128:22 129:1, 4 137:13 138:11 139:22,23 140:23 141:8 159:20 currently 60:19 79:12 81:4,10 132:13 134:8 137:11 153:4 customer 8:25 9:13 46:1 161:25 162:10,11 customers 5:4 6:23 7:21 8:14 9:21,24 10:18 11:17 13:8 14:6,18 16:9,20 24:18 26:1,15 27:20,23 29:1,4 30:3,9 44:14,20 45:1,7,17 46:17 64:12, 23 67:1 93:21 111:9,18 112:6,16 119:22 123:13 124:16 129:19 130:15 147:4 149:24,25 162:4,10 164:12 customers' 45:21 109:12 147:3 cut 24:23
--	--	---	---	--

cuts 50:5	13	95:8 99:25	delivers 162:5	describes 140:6
D	decades 19:25 25:7 29:17	100:1,5 111:20,23 112:11 116:6, 11,13,15 117:3,4 119:14,17,24 120:17 130:12 133:19 135:20 136:2, 4,10 142:17	demand 12:13 122:4 159:21	deserve 20:21
d/b/a 3:5	decades-old 14:15	decisional 76:13	demanded 162:9	design 137:25
dark 70:1	December 12:1 117:20	decisions 5:23 11:7,23 20:21 25:2,5 29:16 44:21 99:19,21 118:11,13,18, 20 129:24 136:19	demanding 47:7	desire 19:21
Darrin 7:16 103:17 104:1	decide 29:21, 25 30:23 32:7 67:10 85:17 88:4 96:12	decisive 76:13	demonstrative 20:9 97:24	destroyed 63:21
data 137:17 140:18 142:20	decided 29:9 35:25 42:11 43:20 73:19 77:25 78:2 96:9 136:21	declined 12:17	denial 77:20	detail 56:22 73:7 79:3 95:1
date 12:8	decides 71:17 81:21 88:4	decisive 14:12	denials 22:5 77:5	detailed 117:2
dated 89:10 142:22	deciding 25:22 33:22	declined 12:17	denied 21:24 62:8,9,12,16 77:20 119:25	details 140:18
dates 140:7,8	decision 5:14, 25 7:22 11:9, 12 16:14,23 17:22 18:3 24:11 26:3,25 28:10 32:13 35:15,23 36:2,6,8,9,17, 21,24 37:1, 22,24 38:1,11 39:1 42:3,5,6, 19 44:18 45:3,19 47:1 55:1 58:7 64:6,11 65:24 67:3,7 68:18 75:3,9,14,24 76:6,13 81:8 82:4,16 83:18 84:19,22 88:7	decommissio n 56:19	denominated 5:5	determination 31:22 32:16 34:17 65:16 74:9 75:6 120:21 123:19 128:4 129:10
David 153:14, 16 154:1,10 155:1	decision 5:14, 25 7:22 11:9, 12 16:14,23 17:22 18:3 24:11 26:3,25 28:10 32:13 35:15,23 36:2,6,8,9,17, 21,24 37:1, 22,24 38:1,11 39:1 42:3,5,6, 19 44:18 45:3,19 47:1 55:1 58:7 64:6,11 65:24 67:3,7 68:18 75:3,9,14,24 76:6,13 81:8 82:4,16 83:18 84:19,22 88:7	decommissio ning 57:17	Dentons 3:16 4:21	determine 5:8 15:1 26:7 31:21 51:1 83:11 100:11 119:15 130:13 146:4, 18
day 35:22 75:12	deciding 25:22 33:22	dedicated 108:3	denying 35:3	determined 9:2 34:5 37:9 38:19 39:3 63:6 70:6 86:19
days 114:11	decision 5:14, 25 7:22 11:9, 12 16:14,23 17:22 18:3 24:11 26:3,25 28:10 32:13 35:15,23 36:2,6,8,9,17, 21,24 37:1, 22,24 38:1,11 39:1 42:3,5,6, 19 44:18 45:3,19 47:1 55:1 58:7 64:6,11 65:24 67:3,7 68:18 75:3,9,14,24 76:6,13 81:8 82:4,16 83:18 84:19,22 88:7	deemed 66:22 118:11	depend 133:20	determines 15:8 67:6 100:12
deadline 8:10	deciding 25:22 33:22	definitely 32:22 36:12	dependent 17:24	determining 32:19 84:4 116:8 146:15
deal 29:11 58:4 151:7,8	decision 5:14, 25 7:22 11:9, 12 16:14,23 17:22 18:3 24:11 26:3,25 28:10 32:13 35:15,23 36:2,6,8,9,17, 21,24 37:1, 22,24 38:1,11 39:1 42:3,5,6, 19 44:18 45:3,19 47:1 55:1 58:7 64:6,11 65:24 67:3,7 68:18 75:3,9,14,24 76:6,13 81:8 82:4,16 83:18 84:19,22 88:7	definition 81:17	depending 127:25 129:13	devalue 28:1
dealing 20:2 57:19 67:15	deciding 25:22 33:22	delivered 18:18,19,22, 25 163:20	Depends 103:13	
dealt 33:5	decision 5:14, 25 7:22 11:9, 12 16:14,23 17:22 18:3 24:11 26:3,25 28:10 32:13 35:15,23 36:2,6,8,9,17, 21,24 37:1, 22,24 38:1,11 39:1 42:3,5,6, 19 44:18 45:3,19 47:1 55:1 58:7 64:6,11 65:24 67:3,7 68:18 75:3,9,14,24 76:6,13 81:8 82:4,16 83:18 84:19,22 88:7	definitely 32:22 36:12	depreciating 27:20	
debating 35:10	deciding 25:22 33:22	definition 81:17	depth 123:23	
debt 106:8	deciding 25:22 33:22	delivered 18:18,19,22, 25 163:20	describe 98:5,12	
decade 10:24 15:24 24:10 34:25 37:13, 23 38:12 42:14,22 43:16,17 47:3,4 48:8,	deciding 25:22 33:22		described 20:4	

developed 123:24	66:3,6 74:20 76:11 86:16, 20 87:10,15, 19 88:2,6 118:5,14,21 119:1 121:15, 19 122:8	discussed 6:19 10:3 11:14 12:13 51:19 91:25 120:12 123:16 141:5	34:7,8,9,12	doomed 20:22
developers 138:16			districts 149:3	Dority 3:19 4:23
dialogue 115:11			diversifies 10:4	doubling 46:16
difference 15:20 142:1	directionally 66:9 67:11	discusses 7:1,4,11,17	diversity 7:14 19:8	doubt 50:10
different 22:8, 11 24:10 25:13 30:14 57:25 58:3 111:15 112:6 116:21 118:22 121:11 123:7, 22 124:2,4 127:17,23,25 135:15 138:7	directions 87:8	discussion 19:5 82:11 111:13 128:24	division 113:11,12,17	down 24:5 27:9,21 43:20,21,24 44:3 46:4,10, 23 48:19 88:14 101:2, 17 103:10 107:10 108:7, 11,13 110:13 111:8 125:7 130:19 153:12 155:18 158:14 165:19
difficult 136:20	directly 81:12,24 93:11,18 101:14 118:9	discussions 58:1 81:25 118:6 121:17	divisions 152:3	
difficulty 138:22	director 7:9 89:6	dismantling 115:9	docket 109:4 115:9	
dire 47:8	disallow 41:8 111:24	Dispatchable 12:17	dockets 87:9	
direct 53:14, 16 54:9,19 88:24 89:9,13 103:23 104:7, 10,13 126:3, 14 131:4,18, 22 132:2,4, 12,15 140:19 153:22 156:18 158:25 159:11 160:8	disallowance 5:21 13:18,23 14:14,17 16:2,6 17:5 45:11,15,25 64:21 66:7 68:5,11 76:5, 8 84:15 85:4 115:21	dispatched 149:10	Dogwood 43:8,10,14	
	disallowances 16:1 45:17 64:19	dispose 134:4	doing 5:16 26:10 61:10 85:18 87:23 125:1	dozens 70:16
	disallowed 30:6 67:5	disposition 124:10	dollar 36:14	Dr 49:18 155:21 156:7 158:13,15
directed 147:17	disassemble 9:8	dispute 106:7	dollars 8:19 43:22 47:12 111:24 112:15 115:2 139:2	dramatic 22:2
direction 22:10 24:3	discrepancy 50:17	disregard 14:8	domain 94:20	draw 25:1 142:4 161:22
	discuss 18:9 33:12 62:11	dissenting 86:17	donations 144:22	drill 83:7
		distance 97:9	done 17:20,21 38:22 44:22 58:18 61:9 66:17 68:8 84:18 109:5 118:5,8,23 123:21 159:20	driving 118:18
		distinct 9:20 13:14		drop 110:13 161:16 163:19,24
		distressed 21:7 44:18		drop's 161:17
		distribution 162:2		due 120:11,18 159:20
		District 32:12		

dues 144:22	easternmost 98:16	electric 3:7 9:4 10:2	152:4,6,7,11	14:24
duly 54:5 88:20 103:18 125:24 130:24 153:17 156:12 158:21	easy 64:6 67:23	electrical 137:16	EMW 4:25 5:13 6:5,11, 18 7:18 8:9, 21 10:24 11:9 13:17,22 14:3 15:2,20,24 16:12,23 18:16 19:6 23:10 109:10 112:6,15 114:22,25 118:8,21	energy 4:8 5:15 6:4,15 7:1,10,20 11:16 12:10, 22 13:9 14:9 23:15 33:20 43:7 44:20 45:2 60:1 70:21 87:9 97:9 98:8 101:11 108:4, 7 109:7,14 110:25 111:5, 6 114:2 118:7 121:17 135:11 136:12,14,22, 25 137:2,4,8 138:24 147:21,22 148:4 151:11, 17 161:8 162:6 164:14, 24
duration 100:2,4	eat 25:4	electricity 12:11 37:12 109:1 148:5 161:15 162:1, 8,9,17	EMW's 5:2,19 6:10,16,17, 23,24 7:13,14 8:11,14 9:20, 24 10:5,9,16, 18 11:16,17 13:1,4,7 14:18 16:5,7, 9,16,20 23:9 111:17 124:16	
during 10:13 18:21 21:1 22:1,4,9 29:9 47:14 51:21	economic 16:19	electron 163:14		
duration 100:2,4	economical 130:14	electrons 161:19 162:12 163:12,21 164:9,15		
each 13:13 17:24 21:24, 25 70:5	edification 114:16	Elliott 10:14		
earlier 12:15 35:2 38:4 39:13 59:11 111:13 117:5 118:4,10 124:15 127:19 134:11 136:18	effect 81:5,10 82:6	else 4:11,14 21:15 47:2,8 60:12 75:22 88:15 97:24 99:23 118:19		
each 13:13 17:24 21:24, 25 70:5	effective 140:8 142:2	else's 51:6 163:24	enacted 10:3	engaging 107:8
earlier 12:15 35:2 38:4 39:13 59:11 111:13 117:5 118:4,10 124:15 127:19 134:11 136:18	effectively 39:13,16,22 40:3,20 41:2 45:22 82:13, 16	elsewhere 21:12	encapsulates 44:11	engineer 50:25 101:7 137:16
early 20:25 43:24 47:11	efficiency 87:9 118:8 121:17	EM-2000-0292 151:9	enclosed 163:17	engineering 7:3
earn 15:22	efficient 51:21	eminent 94:20	encourage 19:4 21:16 48:2 49:19 84:6	enhances 7:14
earned 16:7	EFIS 166:3	Empire 151:7	end 82:8 85:6 93:6,7 96:8 101:13 110:11 123:18 164:7	enormous 46:18,19 68:7
earnings 45:10,12,21 46:1	egregious 43:19	employ 34:2	ended 23:24	enough 28:5 144:5
easier 108:17	Eighteen 131:17	employed 6:1 89:3 104:2,3 126:8,10 131:11 154:3 157:1	ends 11:10	enter 4:11 26:3 38:25 53:6 63:14
easiest 35:16	either 11:7 39:9 41:24 53:11 62:5 79:10 86:17 93:10 94:20 131:22 134:4 135:15 164:13	employees		
easily 115:7				

64:7,13,25 65:2 66:13,21 68:9 95:16 108:18 123:10 124:23 143:21,24 entered 58:22 63:6 117:6 Entergy 5:10 11:21 12:1 16:24 26:9 58:21,22 60:25 61:5 72:7,11,17 83:20 100:9 134:20 139:8 140:6 162:10 entering 47:20,23 64:10 entire 21:14 33:2,4 44:11 entirety 111:8 entities 136:15 entitled 15:21 entity 114:4 136:2 151:20, 22 entries 3:13 entry 3:21,25 4:6 equate 9:4 equity 15:22 16:7 ER-2024-0189 166:15	erase 35:15 error 127:18 escalation 28:5 129:13 escalations 90:17 129:9 especially 22:15 109:17 essential 32:15,19 essentially 57:2 61:3 96:16 115:18 120:11 143:12 established 5:18 14:1 17:1 establishing 68:14 105:24 estimated 8:18 9:5 46:10 estimates 46:6 estimating 46:12 et 127:23 evaluate 6:12 60:16,17 108:1 evaluated 70:17 123:17 124:14 142:16 evaluating 6:2 146:20	evaluation 22:25 24:12 127:21 evaluations 123:18 even 9:24 19:12,14 21:13 22:13 23:2,14 24:2 28:6,8 34:22 35:24 36:24 41:6 43:21 47:8 65:21 67:20 75:4 86:15,16 109:17 117:24 145:17 event 14:13 events 11:3 12:18 eventually 81:14 ever 27:18 70:19 79:21 94:19 145:14 Every 3:4,5 4:13,15,24,25 5:9 11:14,20 17:11 19:16, 21 20:2 23:25 24:22 26:3,7 33:19 34:15 35:4 36:16 38:21,24 39:14 41:18, 22 42:3,5,8, 12,17,21 43:20 44:21, 24 45:2,6 46:6 47:1,4,8,	10,13,19 50:8,15 51:16 52:25 54:14 56:17 68:15 69:13 71:16 72:5,7,22,23 74:1 89:4 91:22 94:10 104:3,8 105:22 107:25 115:15 128:13 129:7 136:17,24 137:8,19 138:4 141:15 147:24 148:12,14,19, 21,22 149:5, 6,8,9,10,12, 20 150:2 153:1 155:14 158:10 160:24 162:4 163:7 164:11 Every's 34:23 40:6 46:14 50:11 103:11 105:24 every 19:9 68:1 everybody 37:16 38:6 39:10 everybody's 107:12 everyone 21:15 39:9 113:24 everything 58:24 61:8	65:19 everywhere 102:16 evidence 16:16 23:22 53:20 55:17 97:24 99:4 105:2 127:5 133:3 154:8 155:4 157:25 160:14 evident 8:7 evidentiary 3:4 evolved 11:19 exacerbate 46:24 exacerbated 22:13 exact 43:11 165:12 exactly 37:5 39:22 101:15, 20 EXAMINATIO N 54:9 85:11 88:24 94:8 103:23 116:3 126:3 128:17 131:4 153:22 156:18 158:25 165:7 example 27:15 81:15 87:8 118:6 144:21 examples 121:12 139:12
---	---	---	--	---

exceed 10:18	133:1,2,4	55:6 112:11	extensions 128:20	14:9
exceeded 10:16 19:10	160:12,14,15 166:4	explain 6:21 35:17 85:25 94:25 95:22 96:5 137:18 143:4	extensive 103:1	fail 137:21
exception 19:1	exist 69:23		extensively 68:25	failure 19:23 20:6
excluded 78:5	existed 70:8	explaining 33:17	extent 71:16	fair 58:10 62:3 144:12 162:3, 6
excuse 23:8 72:7	existing 14:23,24 37:4 59:5 62:25 111:17 136:14	explains 12:25 13:25 16:4 162:19, 20	extra 27:11 138:9	fairly 115:6
excused 51:23 52:21 53:1,2	expect 74:12	explanation 69:18	Extreme 12:18	familiar 80:14 91:4 93:8
execute 99:16	expected 122:2	explicitly 16:4 86:5	eye 20:13	fantastic 42:2
executed 11:20 21:6	expendable 64:1	exquisite 79:3	F	far 21:8 37:11 62:18 63:2 97:16 109:19
exercise 95:23,24	expenditures 48:19,20 144:23 146:16	extend 95:9, 11,15,16 96:7,18 100:2,3 119:12 127:17 129:2 140:24 143:11 144:10	FAC 10:18 48:1 164:25	fascinating 50:24
exercised 94:19	expense 5:22 11:24 12:5,7 13:19 14:19 39:2 55:6 143:15	extended 13:7 43:23 147:1	facilities 10:10,16 19:8 108:20,21,24	fault 58:19 60:23
exercising 100:7	expenses 18:16 19:11 144:19 145:5	extending 96:16 99:20, 25 129:3	facility 9:9 19:20 42:13 115:2,10 140:6	FC 86:5
exhibit 53:11 54:20 55:9, 13,16,18 89:10,16,17, 21,23,24 90:1 97:5,8 98:4, 11 105:1 132:14,18 154:9,25 155:3,5 157:7,21,24 158:1 159:10, 12 160:7,10	expensive 28:1	extends 97:7	fact 6:5 28:11 38:12 49:3 58:5 69:20 112:12 134:15	feasibility 92:2
exhibits 53:20,21 97:3 98:20,21 99:4,5 104:9, 18,24 105:3 127:2,4,6	experience 121:6,10 144:15,16	extension 5:24 95:13 96:25 98:16 120:25 127:22 128:21 140:2, 13,17 154:14	factoring 120:17	February 5:11 16:25 44:17 55:6 66:12 95:6 112:12 116:12 119:3 135:7 136:7 137:1
	expiration 95:7		factory 120:17	feel 25:7 115:13
	expire 31:25 42:15 43:18		facts 6:15 11:12 32:17, 23 42:4 84:18 134:16	fees 37:6
	expires 5:11 16:24 26:9		factual 13:14	felt 120:18
				FERC 60:21
				FERC- APPROVED 59:2 61:6

few 18:10 41:14 44:15 71:6 72:3 76:23 113:3 114:9 figure 64:1 figures 90:21 file 116:7 filed 21:21 23:16,25 54:18 77:10, 18,20 120:20 132:5 151:4,5 filings 46:8 filled 161:16 final 6:10 103:11 116:15 158:17 165:19 Finally 9:7 10:14 13:6 48:14 financial 15:25 107:13 108:23 136:20 find 5:14 16:22 40:3 45:20,21 67:22 68:9 143:11 144:9 finding 45:16 findings 23:3 fine 53:11 88:4 finger 101:1, 17	firm 5:9 7:18 26:8 83:19 134:18,19 135:6,19 137:20 138:6, 24 139:7 140:2 first 13:16 21:9 28:13 30:15,16 34:24 38:13 39:22 41:21, 23 42:10 45:9 51:15 52:15, 20 54:5 55:1 77:25 80:10 88:20 103:18 113:7,9,17 125:24 127:16 128:5 130:24 134:24 137:15 153:17 156:12 158:21 Fischer 3:18, 19 4:23 128:14 141:16,18 147:8 153:3,7 155:15 158:11 160:25 163:8, 10 165:2,4 Fisher 147:10 five 24:8 28:7 73:10,12 95:16 96:16 100:3 109:5 127:23 129:2, 4,18 140:24	156:1,3 five-gallon 161:14 five-year 46:11 96:24 133:24 140:17 fix 42:24 fixed 19:10, 12,14 58:11 fixing 47:5 flexibility 73:23 flip 129:14,17 flip-flops 36:1,7 flow 96:14,22 110:13 144:24 163:12,13,21 164:24 flowing 10:17 follow 49:20 77:4 92:19 141:22 follow-up 135:25 follows 54:6 88:21 103:19 125:25 130:25 153:18 156:13 158:22 foolish 123:9 foot 19:21 36:2,3	footnote 131:25 footprint 7:9 37:8 59:16,19 98:15 110:7 for 3:5,6,17 4:21 5:8 6:4, 7,10,19,23 7:7,18,25 8:5, 9,12,21 9:10, 17 11:1,17 12:11,25 13:7 14:18 15:1, 10,24 16:20 17:3,11,21,23 18:4,6 19:22, 25 21:2,3,4,5, 11,25 22:10, 25 23:17 24:19,22 25:3 26:7 27:23 29:1 30:10 31:5 32:15 33:3 34:14, 15,17 35:12, 13,16 37:6, 13,24 38:12 39:8,10,15 40:11,12,15 41:5,18 42:7, 13,22,25 44:13,14,23 45:1 46:11,17 48:4,8,12,13, 21 49:1,5 51:11,24 52:19,22,24 53:13 54:11, 16 55:7,12,13 56:14 58:8 59:7,21 60:20,23 61:13 62:14,	15 63:7,10 64:12,20 65:16 66:19 67:16,17 68:11,16,23 73:4,8,10,13, 15,16 74:1, 15,22 76:8 77:9,15,19 78:14,18 79:18 80:3 81:5,15 83:9, 18,24 84:16, 20 85:17,21 86:6,13,23 87:8,19,21,23 88:1,2,7 90:4 91:18 93:6, 10,22 96:3, 20,23 97:11, 21 98:12,20 99:9 100:8 101:10 104:10,11 105:6 106:5, 10 107:8,9, 22,24 108:2, 4,7,14,17,21 109:9,10,13 110:5,7,8,11 111:9,17 112:8,15,16 113:24,25 114:15,24 115:1 116:8 117:12,25 119:6,20,22 120:19 121:22 123:4, 5,9,12,20 124:1,16 125:2,8 126:6 127:8,19,20, 22 128:4,16,
--	---	--	---	---

19 129:2,4, 11,19,20 130:14 131:9, 19 132:6,14, 15 133:7,23, 24,25 134:13, 15,20,22,23, 24 135:10,21 136:9,13,21 138:5,6,24 139:11 140:2, 18,24 142:10, 12 144:10,21, 23 146:14,19 147:2,6,22 151:5 152:10, 13 153:6,25 154:12,15,25 155:8,16,24 156:23 157:21 158:3, 12 159:5,9,21 160:7,9,17 162:5 163:1	forward 6:13, 22 11:10 18:2 26:11 27:3 28:10,14,23 29:25 30:5,10 32:12 33:10 42:12 46:21 54:2 64:21 65:25 68:22 81:4 88:17 92:8 103:14 108:6 117:18 119:1 122:3, 9,21 123:7 124:5 129:11 130:14,21 158:18 forward- looking 8:6 16:14 forwards 28:18 fought 44:2 47:12,22 found 112:1 140:13 foundation 53:10 four 9:3 21:24 22:17 23:20 62:8,9,12 73:8 77:5 95:14 96:2 127:22 138:5 139:21 four-year 96:10 fourth 40:2,3, 20 frame 22:5,15	43:11 96:8 116:18 123:25 136:21 139:11 151:9 framework 128:22 140:23 framing 27:6 frankly 15:14 63:3 88:3 frequently 118:5 from 3:14,23 4:14,15 7:24 9:24 10:1,5, 22 13:9,19 14:15 18:24 20:17,18 21:8 23:23 25:25 26:24 30:4 33:20 35:21 38:1 39:7 41:9 42:10,17 43:12 44:9 46:7,9 50:12, 14,19,23 51:14,16 52:5,8,24 53:1 55:25 56:2,23 60:1 67:9 70:20 72:13,15 73:1,7 78:21 79:3,8,22 80:12 82:18, 22 83:5 86:18 87:12,19 88:15 90:22 91:11,12,23 93:20 95:11 96:17 97:16,	18 105:10,25 108:6,24 110:2,5,6,11, 12 111:1 112:15 122:11,24 123:2,10 124:15,18 125:10,18 128:11,24 129:7,16 130:2,7 134:20 137:17 139:7, 8 141:15,22 147:3,4,5,21 148:9 155:10 158:6 160:20 161:9 162:23 163:3 164:6 165:20,21 166:4,6 front 31:14, 18,24 32:3,4, 18,20,24 34:13 46:5 65:18 81:8 82:4 106:12 117:19 119:4 120:20 122:17 139:3 fronts 20:18 fuel 7:15 19:14 121:24 full 14:5,16 39:8 fully 78:19 fun 66:24 fundamental 87:17	fundamentally 12:10 further 6:21 9:1 16:3 20:1 51:12,14 52:8 53:3,23 60:5 61:17 65:9 69:3 71:5 75:16 76:18 80:4 85:6 88:12 93:25 99:9 101:23 106:21 110:18 112:22 125:5, 10,18 128:9 130:16 139:14 141:13 150:9 152:22 156:8 163:1 165:20 166:6,12 furthestmost 101:16 future 5:18 13:18 14:6,22 15:3,10,22 16:15 17:2, 22,23 20:14 24:21 25:11 33:5 67:4 75:11 81:19, 21 86:22 87:13
G				
G-E-O-F-F 156:24				
G-R-E-G 126:7				

game 23:21 109:9 124:20	geographic 7:15 97:8 98:7	122:10,22 123:1,6 124:7	goes 35:11 110:4 162:1 163:25	133:21,22,23, 25 134:1,3,22 135:25 141:22 147:4 152:20,21 161:17 163:13,21 164:4
gap 42:9	get 3:13 27:8 28:22 33:12, 23 34:11,23 35:13 37:12 38:10 40:5,21 41:6 48:16,17 49:22 50:8 57:16 65:1 66:3,6 67:8 73:11,15 82:3,22 83:4, 5,13 87:20 101:4,18 108:24 110:8, 9,10,11 113:25 114:1 117:24 119:8, 9,10,12 121:14 138:24 152:20 158:16 162:17 164:4, 12,15,19,21	given 40:21 69:17 74:20 86:10,20 87:5 89:19 92:3 118:13,14 121:19 154:14	going 11:10 20:9 26:14, 17,18,21 27:12,19,20, 24 28:1,3 29:16 31:11, 13,16 33:12, 16,17,23 34:1,4 35:9, 17,18,20,23, 25 36:9,10, 16,25 38:6,24 39:15,19 40:8,11,17,21 41:10,17 42:6,15 43:17 46:17,18,19, 24 48:14,17, 20 52:15 57:21 58:5,9 61:12,24 64:4,20 66:16,21,23 67:5,7,20 69:21 73:2 74:10 75:5 79:7 82:5,23 83:12,14,22 84:6,12,22,25 85:3,20 86:3 91:6 92:8 96:17 97:13 100:9 101:3 106:16 107:16 108:2 111:20,23 112:2,4,6,15, 17 118:15 119:8,10,12, 15 120:4,19 123:1,4,12	gone 63:24 114:7 124:23
Gardner 142:6		gives 4:15 76:11 118:4 121:9		good 3:2,15 4:7,18 17:14, 15 25:19 29:11 31:9 52:14 56:11 61:22 64:11, 12 67:2 77:2 90:10 92:23 95:3 105:18 107:2 110:21, 22 118:6 125:15 127:14 131:6, 7 133:13,14 136:3 141:19, 20 153:24 155:19 156:6, 20,21 159:2,3 162:18,20
gas 10:6,7,8, 10 18:12,14, 16,18,19,22, 24,25 19:2 108:15,17 121:22,24 122:6 163:15, 16 164:3		giving 67:11 68:6 89:16 122:8		got 22:1 26:10 28:25 30:1, 14,15 33:18 46:23 64:1 91:5 112:9 113:8 119:3 121:23 140:4 144:14 150:12 151:12 152:1 162:19,20
gave 39:13 118:21 124:15		GMO 135:5,23 137:6 152:15, 16 162:11		gotten 22:12 63:21
general 3:6 9:3 143:23 145:25 150:5		go 20:18 23:15 26:20 27:21,24 28:18 35:14 36:3,12,18 51:15 52:8 56:21 57:24 58:2,16 59:9, 18 61:2 66:14 67:11,22 70:4 72:20 73:6,9, 20 74:21 79:2 82:19 83:14 100:2 101:3 103:14 119:16 121:17 156:4 161:20,21 164:6,15		
generally 145:6		go-forward 122:24		
generated 164:13 165:10		goals 87:11		
generating 19:8 56:17 161:23,24	gets 27:10 28:5 162:4			
generation 7:3 10:2,5 19:18,19 21:11 23:10, 12 43:4,25 44:3 56:23 57:6 108:14 159:21	getting 27:25 30:22 33:20 37:1 84:10 110:6 138:22 162:8			
generator 113:21	give 20:11,12 34:11 39:9, 17,23 40:7, 14,16 44:9 48:15 56:15 72:18 88:6 98:23 111:3 118:25			
Geoff 49:18 156:11,24 157:8,22				

governed 59:1 71:23 72:2	Group 4:9	H	Harper 18:20	help 19:22 60:11 84:9
government 6:25 7:17 54:17 104:6	growing 35:22	hadn't 102:5	having 22:17 37:5,7 38:20 48:12 54:5 65:18 68:7 88:20 103:18 113:8 118:25 125:24 127:19 130:24 153:17 156:12 158:21	helpful 61:15
Governor 3:10	growth 141:11	Hahn 17:15 49:10,11,13 56:6 60:6,8 61:15 65:10, 12 69:2 75:17,19 76:17 82:11 105:15,17 106:20 116:6 120:13	he'd 128:25	helping 56:15
governs 61:8	guarantee 83:21 84:24 129:16	Hahn's 119:23	heads 14:2 52:25	here 3:16 4:20 6:7 17:16 20:18 27:7, 12,14 28:8, 13,24 31:10 32:11,23 37:12 38:6, 13,24 39:15 41:2 42:21 43:25 44:3 45:18 63:3 77:7 81:21 85:14 87:16, 25 88:8 98:15 101:21 119:2 121:2,4,11,12 129:24 132:8 140:4 144:13, 16 145:14,17, 19
GPE 44:20 149:23	guaranteed 83:13	half 46:15	heard 27:6 31:15 33:11 39:21 41:12, 16 59:11 60:20 127:16 129:7 130:2 134:10 143:17	here's 21:9 23:5 36:8,14
grab 166:4	guess 49:4 90:12 127:1 130:1 165:6	hand 20:10 45:16	hearing 3:4,9 4:12 31:2 52:4,9 53:6, 19 55:16 76:19 89:24 99:3 105:1 125:11,19 127:4 128:16 133:1 143:17 155:3 157:24 160:13 166:13,14,17	hesitant 141:21
great 44:20 45:2 51:22 114:1,6 135:5,11 136:5,11,14, 22,25 137:2, 4,7,8 147:24 151:11,17,18	guidance 16:13 119:1 121:9,14,23 122:2,11,23, 24 123:11	handful 71:14	held 3:10 48:12	high 28:5
greater 12:23 15:12 95:1 135:5,22 151:21,22	guise 149:6	handled 86:21,22		higher 9:13 12:16 19:6 22:12
greatly 46:24	Gunn 6:25 7:23 11:14 12:13 13:24 22:5,7,11 24:23 51:16 52:15 53:4,24 54:1,4,12,13, 18 56:13 60:4 71:6 75:15 77:2 86:5 88:14 95:3 96:1 105:20 118:3 119:18 130:7 141:2	handout 26:24 50:11		highest 12:8
Greenwood 18:20,23,25 42:13	Gunn's 122:25	happ 135:13		hill 35:24 36:6
Greg 29:18 125:23 126:7	guy 56:14	happen 21:4 57:7 79:17		hindsight 16:11 146:24
grew 147:19	guys 62:2	happened 57:22 80:1		historical 5:23 58:2 138:13
grid 109:22, 23		happens 32:15 95:22 119:8		
grizzly 36:4		happy 30:24		
gross 15:12		harm 57:9		
ground 118:16 121:13		harmless 45:1,7		

historically 10:8 118:23 119:6 123:2,3	hoped 117:8 Hopefully 137:10 hopes 24:6 hoping 24:22 hospital 36:10,13,15, 17,18,21,23, 25 37:20 39:15,18 hour 8:20 9:1, 6,14 23:14 house 163:24 how 7:14 26:25 33:18 36:25 38:20 44:6 46:4 48:6 50:22 56:16 74:9 77:22 83:21 86:20,21 94:23,24 103:13 114:19 122:8 129:23 131:15 161:17 however 9:18 11:25 13:24 20:21 63:7 77:11 101:1 110:9 147:18 hundred 26:14,17,19, 21 29:2 43:22 109:6 hundred-plus 47:11 hundreds 109:4	hypothetical 27:22 32:17, 23 35:19 39:12 75:10 I idea 19:18 34:23 41:15 45:24 127:16 ideal 125:8 ideas 41:17 identical 72:23 identified 92:10 identifies 32:14 identify 97:11 98:3 163:13 idle 44:13 if 14:3 15:7,20 17:8 18:7 19:3 20:10 21:13 23:7 26:14,16,18 27:16,19 28:6,14 29:10,11,25 30:11,24 31:7 34:13 35:7 36:5,9,24 37:25 38:5 39:6,13,17,18 40:7,16 41:6 42:18 45:18 48:15 51:2, 17,19,22,23 52:2,20,21 53:9,10,12	55:1 56:18 57:14,15 60:11 62:23 63:20 64:3,9, 17,18,21 66:3,5,15 67:5,9,18 68:8 69:22 71:9,16 72:5, 14,22,23 73:5,7,8,10, 16,18,22 75:3,4 77:19 78:8,21 79:6, 11,12,20 81:13 82:12, 13,21,22,24 83:5,8,13,17 84:11,12,21 88:6,16 89:15 90:24 93:12, 15,17 94:19, 23 95:11,15, 23 96:5,7,12 97:24 98:11 99:10 100:2, 12 101:16,17 104:16 110:13 120:10 122:10 123:5 124:6,22,25 126:21 129:12 130:20 132:6 133:21 134:1, 3 135:25 137:19,20 138:2 139:3 140:5 141:10 142:23 143:4, 24 144:25 147:4 149:21 152:16,19	154:17 157:13 158:17 159:23 160:8 161:13 163:11 166:3, 10 ignore 38:12 ignores 13:14 illogical 64:14 illustration 98:8 imagine 93:9 101:18 102:24 imagined 12:12 immediate 66:7 impact 8:6,19, 25 9:13 32:21,22 40:22 45:10, 12,15,17,25 74:24 81:14, 21,24 82:5 112:18 115:12 133:18 impacts 25:8 45:21 82:1 implement 3:6 implemented 96:4 implications 46:17 73:18 implying 78:21
---	---	---	---	---

import 14:14	21 12:1,12, 14,20,24	24,25 64:23	19 119:4,11, 21 120:11,23,	126:11 137:9
importance 30:21 121:23	13:4,7,16 14:13,14,16, 22,24,25	65:18,24 66:8,20 67:15 68:1,8,18,19 69:9,11 72:2	24 121:6,9, 13,16 122:3, 6,15,17,19	include 29:10 135:20 136:11 146:8
important 5:1 31:18 32:5 34:22 57:7,10 109:8,13	15:2,3,11,22 16:11,14,21, 24 17:2,21 18:14,24	73:24 74:13, 18,20 75:22 76:11 77:6, 10,14,21,25	123:5,24 124:4,25 125:1,12,19 126:8,12	included 15:11 24:2 50:11 115:15 135:3,21 138:15 142:6, 25 145:6
importantly 18:24 29:7 98:15	19:8,9 20:5, 25 21:3,9,12, 13,20 22:2,3, 10,22 23:12, 13,24,25	78:6 79:20,23 80:10,21 81:1,4,8,9,10 82:4,5,6,10	128:3 129:10, 21 131:18 132:2,7 133:17 134:8, 15 135:3,7, 16,18,21,22	includes 145:22
impose 17:6	22 25:1,6,21 26:1,2,5,9,10 27:24 28:3,4, 6,23 29:6,17, 19 30:5,13	83:7,9,17 84:5,16,18,22 85:15,17 86:1,15,16,22 87:3,8,13,15, 20,21 89:9, 16,17 90:15	136:5,7,8,9, 10,11,14,20 137:1,22 138:3,17,20 139:1,10 140:5,20 141:12,25	including 10:12 69:15 122:4 145:24
impossible 119:20	31:14,18,21, 23,24 32:1,3, 12,18,20,24 33:5,6 34:13 35:4,22,25	93:6,15,17,20 94:11,13,16, 20,25 95:5 96:7 97:4,16, 17 98:9,10	142:6,8,9,19, 20,24,25 143:2,16 144:15,16,17, 22 145:3,4,6, 19 146:3,10, 13,24 147:22	inclusion 7:13 13:3
improperly 13:13	36:7,20 37:7, 12,20 38:4,7, 12,13 40:13 41:3,19,25 42:6,11	100:13 101:11 104:8, 9,10,17,18 105:20 106:8, 9,17,18 107:5,7,9,13, 23,24 108:3, 6,16 109:3, 14,16,20	148:12,14,22 149:1,9,10,14 150:4 151:4,8 154:3,18 156:9 157:1, 6,14 159:16, 21 160:6 161:15,16,21 162:21 165:24 166:3, 14	inclusively 59:22
imprudence 35:15 45:15, 16,25 47:17	43:10,19,25 44:3,12 45:25 46:5,10,12,13 47:11,12,14, 19 48:1,11 49:3 50:4,5,7, 11 51:2	108:11 109:16, 10 110:2,3,13,15, 15,22 116:11, 15,21 117:2, 15,19,23 118:1,6,8,16,	inadequate 19:18 Inc 3:5 4:24	incomprehens ible 44:16
imprudent 15:8 39:2 45:20,22 63:7 64:8,9,13 65:3 66:13,22 68:10 119:16 123:10 142:23 144:10 145:1, 2	52:10,20 54:19 55:2,9 56:17,19,24 57:4,5,6,7,19 59:7,12,16 61:14 62:18, 20,24 63:23,			increase 3:6 22:3,19 27:24 39:8,10 46:10 48:2 59:14
imprudently 144:18				increased 12:5,18 18:15 41:8 48:17,18
impute 14:14				increases 30:11 59:12
in 3:4,10,11 5:11,16,18,22 6:2,3,5,8,10, 11,20,24 7:8, 12,13,22,23 8:4,13 9:8,10, 17,19,24,25 10:6,15 11:5, 10,11,18,20,				increasing 40:24 141:11
				incremental 8:18 10:17
				incur 40:11
				incurred 36:15,19,23 37:19 57:21

100:6 144:19 146:9 165:11 incurring 37:3 Indeed 10:24 independent 12:2 61:10 indicated 92:25 95:6 indicates 26:10,12 indication 79:21,22 93:4 individual 62:19 71:25 110:2 138:17 industry's 17:25 ineligible 96:3 inferences 78:18 inflection 58:3 112:10 information 4:4 19:4 26:3, 12 99:15 infrastructure 12:2 93:18 101:12 initial 21:25 56:18 initially 113:22,23 138:14 149:23,25 inquired 101:8 inquiry 8:5	insight 69:16 insistent 33:25 instance 52:20 78:1 instances 87:2 instead 5:20 8:22 9:8 37:7 42:16 72:10 87:22 139:5 integrated 6:16 12:1 59:16 integration 22:2 intended 146:4 intensified 12:19 intent 118:15 intention 41:22 intentionally 20:11,12 intents 152:10 interaction 115:11 interconnecti on 10:1 12:17 50:16 110:2 interested 69:8 125:1 interesting 109:25 117:22	interface 97:10 98:10 101:4 interim 67:20 135:8 interruption 140:9 interval 127:25 intervening 11:11 36:24 intervenors 97:19 120:1 interview 138:15 into 12:2 17:25 19:16 26:3 28:25 30:22 33:12, 17 34:23 37:2,22 38:25 42:4 43:23 47:2,20,23 53:20 55:17 56:22 58:16, 22,25 59:9,16 61:1,2,3 63:1, 6,14 64:7,10, 13,25 65:2 66:13,21 67:4 68:9 70:21 72:12,17 73:6 79:2 92:6 93:18 95:16 96:17 97:7 98:17 99:4 100:9 101:4, 7,16,18,19 105:2 107:11 108:5 110:3, 25 111:5,6,21	120:17 123:10 124:3 127:5 128:1 133:3 134:17 136:2,3 138:23 141:24 142:11,17 143:21,24 155:4 157:25 160:14 162:8, 14 intricately 93:8 invest 23:12 investing 93:17 investment 145:25 involved 56:24 68:24, 25 involves 95:2 IPP 107:10, 14,17 108:14 ironic 42:18, 25 IRP 6:16,17 13:1 44:17 46:8 66:9 IRPS 109:21 irrelevant 11:3 irreparable 57:9 iss 86:18 issue 5:6 6:7 13:15 17:18	20:14,15 24:2 26:5,6 31:14, 17,20 32:18 33:1,2,5,12, 14,23 38:21 41:14 42:20 43:12 44:11 66:2 78:6 80:11 82:10 83:8,18 85:17 86:5,6,18 117:7,15,19 121:5 122:11 143:13 issued 11:24 106:15 issues 5:5 6:10 32:15 46:25 77:21 86:24,25 87:4 106:17 122:6 it 4:18 5:8,10, 17 6:2 7:17 9:9 15:1,21 16:13,24 17:21 19:14 20:10 21:4,5, 15 24:11,17, 24 25:4,19 26:7,9,16,18 27:2,13,17 28:4,6,15,21, 25 29:11,21, 24 30:7,19,22 31:7,15,16,24 32:21 33:4,6, 8,13 34:5,14 35:5 36:4,5, 17 37:9,14,15 38:2,6,15,16, 22 41:5 42:7 43:11,12,16, 20,21,24
--	---	--	--	---

44:5,7,10,15, 23,24 45:12, 20 47:2,6,7,8, 12,17 49:6,23 50:7,8,23 51:11,17,21 55:2,3 56:16, 19,24 57:6 58:6,8,14,17, 20,25 59:22 60:14,17,23, 24 61:25 62:8,10,11, 16,18 63:8 64:15,22 65:3,5,15,20 66:7 67:2,6 68:4 69:11,13 70:6,21 71:22 72:2,9,10 73:9,10,16 74:4,7,8,24 77:25 78:13, 25 79:4,9,14 80:17 83:9,18 84:2 85:15 86:9,15 87:23 88:3 91:25 92:9,11,25 93:3,6,18 94:15 95:9, 12,13,18 97:7,14 98:5, 15 99:13,15, 16,21 101:10, 16 102:9 103:2 106:4, 15 107:13,15, 21,24 108:1, 4,7,10,11,15, 21,25 109:2, 22 110:8,9, 10,12,15,23 111:11 112:1,	9,11 113:9, 20,24 114:1, 4,6 115:14,17 116:17,25 117:1,4 118:4,5,8 119:25 120:5, 8,16,21 121:6,10 122:7,12,15 123:9,21 124:2,11 129:2,19,21, 23 130:4,5 132:1 133:20, 25 134:5,10 135:9,17,18, 22,25 137:5, 18 140:8,11, 12,15,19 141:3,8,23 142:11,17,19, 25 143:11,20 144:6,7,9 146:24 147:21,23 149:19,23,24 150:1,23 151:1,3,9,11, 12,25 152:17 156:3 159:19 161:9,17,24 162:3,5,7,19, 20,21,23 163:23,25 164:3 it'll 28:16 it's 17:16 20:2,9 26:6, 15 27:5,9,12, 23 28:3,9,13, 25 29:8,11,15 30:2,23 31:18	32:14 33:15 34:10,17,19 35:1,11,13, 17,20 36:9 37:10,19 41:2 42:18,25 45:5,6 49:1 50:12 51:10 52:6 54:24 57:10 58:13, 18 59:5,14 60:20 61:6,11 62:13 63:14, 23 64:6,7,9, 11,12,24 65:1 66:11,12,20, 23 71:21,25 72:9,12,16 74:3,4,5,25 75:1,10,11 76:1,3 79:11, 15,16,20 80:22 83:2,6 92:11 97:16 98:7 102:10 106:6 109:10 110:3 113:16 114:20,22 115:1,18 117:21,22 118:14 119:13 128:24 129:1, 10,20 130:8, 10 132:13 134:11 136:17 137:5 138:10 140:5, 20 144:4,22, 24 145:1 151:24 152:8, 10,11,20 156:24 161:15,19	162:8,10,20 its 4:15 5:9,17 6:5 7:12,15, 18 8:9 9:24 10:1 11:20 12:1,22 14:7 15:2,22,24 16:14 17:1 24:1,19 25:13 26:3,8 27:21 28:23 29:1 44:17 46:7 83:10,19 86:13 111:8 120:1,11,12 130:15 140:24 154:13 itself 86:6 115:12 140:5, 6 Ives 7:16 10:4 11:14 13:24 16:3 56:21 57:25 58:15 59:9 68:24 70:3 71:1 103:11,13,14, 17 104:1 105:18 116:5 125:7 129:15 130:7 138:19 147:18 J Jackie 3:15 4:19 Jefferson 3:11 Jeffrey's 43:7	Jim 3:18 4:22 job 42:1,2 95:3 Joe 148:21 149:1,4,25 150:20 151:4, 6,7,12 152:15 jogged 68:13 John 4:2 31:8 43:9 Johnson 3:22,23,24 17:13,14 25:16 56:1 70:16 76:23 77:1 80:3,5 91:12,14 92:19,22 93:22,25 102:3 105:11 113:1 128:12 131:2,3,5 132:11,17,20, 24 133:6,8 153:10 155:11 158:7 160:21 163:4 joined 80:2 joint 116:7 judge 3:2,9, 20,22,24 4:5, 10 17:10,15 20:10 25:16 31:1,5 49:9, 24 51:12,17, 25 52:4,13,23 53:7,8,18,23, 25 54:1,7 55:15,20,25 56:1,2,5,8 60:5 61:17
--	---	--	--	---

65:8,9 69:3,5 70:10,11 71:4,8 75:15 76:18,22,23 80:5 85:8 86:3 88:12,22 89:21,23 90:5 91:10,14,17, 21 92:13,18, 20 93:25 94:1,4,7 97:2, 25 98:21,24, 25 99:3,7,11 100:15,16,19, 21 101:23 102:2,4 103:4,6,7,9, 20,22 104:25 105:5,7,10, 11,12,14 106:21,24 110:17 112:21,25 113:1,2 115:25 120:7, 14 125:4,6,15 126:1 127:3, 10 128:10,12, 13,14,15 130:18 131:1, 3 132:11,17, 21,25 133:6,8 139:16 141:14 147:9, 10,14 150:8 152:23 153:1, 9,10,11,19 155:2,9,12, 14,16,21,25 156:3,6,14 157:23 158:5, 8,10,11,12,23 160:12,19,21, 22,24 161:1,4	162:25 163:5, 7 165:4,17 166:2,6,11 judged 16:10 146:21 July 140:14, 15 152:5 jurisdictions 153:5 just 12:15 17:20 25:21 26:1,22 27:1 28:8,14 29:1, 12,15,20 30:19,20 32:2 36:25 37:10, 19 38:12 39:15 40:3,24 41:1,2,13 42:2 43:15 45:5,11 46:4, 6 47:9 48:6,9, 17,25 49:5, 11,21 50:18, 22,25 55:22 56:7,14 58:11 59:17 64:2,14 65:3 67:14 70:20 71:14 76:23 80:2,12 83:7 87:4,5 90:22 91:18 92:19,25 94:6 95:18 98:23 99:11,22 100:12 113:3, 15,23,25 114:15 115:13 122:5 130:8 136:1, 13 141:16 145:22	148:12,23 150:11,23 153:4 161:2, 12 162:14 163:8,21 164:11 165:6 justifying 18:15 K K-E-I-T-H 131:10 Kansas 68:15 105:21 106:10 114:10 117:2 121:16 136:23 137:3 142:5 148:22 149:9,11,12 151:21 152:14 Karl 3:17 4:20 KCC 116:14, 24 119:24 120:10 121:7, 8 KCC's 116:6, 16 KCP&L 56:24 57:1,2 135:23 148:21 152:7 keep 20:13 25:21 27:7 35:5,12 37:15 41:6 44:8 46:13 133:22 Keith 19:3 21:16 29:18	41:25 130:23 131:10 132:15 kept 34:2 149:2 Kevin 6:25 7:23 22:5 51:16 52:15 54:4,12 95:3 kick 24:4 61:14 kicked 24:5 kilowatt 8:18, 19,25 9:1,6, 13,14 23:14 kilowatts 8:24 kind 31:23 33:17 51:2 56:14 57:3,8, 20 62:2 64:24 73:23 78:20 106:6 114:22 127:15 150:4 152:8 knew 21:14, 15 111:21 112:14,16 149:14 150:4 know 26:13, 14,16 28:2, 11,12,15,16, 17 30:18 31:15 35:20 38:20 39:13 40:17 43:4 50:15,17 51:3,5,22 53:9 59:13,20 62:14 63:7 65:3 67:4,15	68:24 70:25 71:10,16 72:22 77:12 78:22 79:24 80:2 81:18 82:13 83:23 87:8 90:14, 17,21 94:18, 19 97:16 101:9,12,14, 16 102:10,25 106:5,7 107:7,16 108:12 109:11,24,25 110:4 111:6, 19 114:24 117:3 120:11 121:13,14,20 122:18 128:5 129:7,9,18,21 133:24 140:5 141:1 142:3 144:14 148:11 162:8 165:12 knowing 30:22 39:8 42:15 43:17 knowingly 144:18 knowledge 55:10 104:21 154:22 157:18 160:4 known 19:25 21:15 130:13 136:23 149:4 Kolkmeyer 61:18,19,21 65:7 69:9 100:18,19,20,
--	---	---	--	---

23 101:22 102:7,8,11 106:22,23 107:1 110:15 113:8 147:12, 13,16 150:3,8 Kolkmeier's 77:5 101:25 kw 109:18	51:11 53:7 law 3:8 24:25 32:25 lawful 14:20 lawn 36:4,22 lawyer 94:18 lay 41:1 53:10 62:21 layers 123:23 laying 42:1 lays 29:6 LCOC 8:17,24 9:12 lea 115:16 leadership 25:7 107:15 leading 120:5, 8 learned 127:24 129:5 130:7 lease 108:20 114:25 115:16,18,19 leaseback 114:23 least 8:12 16:17 23:19 28:6 29:12 43:3 50:21 95:12 113:15 142:16 least-cost 18:2 24:15 26:11 leave 103:2	leaves 23:15 Lee's 148:25 left 35:2,4 112:2 legacy 56:22 legal 13:14 32:9 68:14 76:15 85:21 106:10,11 116:7 117:2 120:20 legally 14:13 17:24 49:3 65:21 82:15 115:7 Lena 21:18 158:17,20 159:6,11,13 160:8,11 lend 115:16 length 128:6, 20 133:17 less 19:1 21:11 27:10 28:9 33:3 37:3 45:14 123:9 let 19:16 34:23 44:5 71:10 82:3 97:11 98:11 99:1 148:23 150:22 164:11 let's 20:24 28:2 37:4 41:15 43:2 48:1 142:2 150:23	letting 45:13 120:18 leveling 38:22 levelized 8:17 lies 33:14 life 27:11,21 43:23 73:4 Light 114:11 136:24 137:4 142:5 148:22 149:1,25 150:20 151:4, 6,8,12,21 152:15 like 3:13 19:4 20:8 27:13,14 28:8,15,17 29:11 35:7 37:17,20 53:5 63:20 65:4 66:9,11 71:25 77:6 87:11, 13,23 90:23 95:8,18 96:9 97:3,14 98:5 114:25 115:13 120:18 121:16 125:9 129:22 134:15 143:4 162:12 165:25 166:8 likelihood 161:8 likely 93:14 122:13 123:12 124:5 161:17 line 25:1	58:12 59:21 70:15 72:18 91:23 93:2,5, 13 101:4 110:8,12,13 159:18,19 lines 92:5 102:16,17,22, 23,25 108:15 137:18,21,25 linked 16:4 17:22 38:14, 19 list 5:5 61:24 listing 140:11 literally 33:2 34:19 61:12 71:23 72:2 79:4,14 litigated 24:2 little 35:2,4,17 36:4 51:20 58:19 68:4 77:6 94:25 101:1 108:17 109:25 113:25 114:20 123:16,24 148:24 150:22 162:5 lived 25:12 35:21 LLP 3:16 4:21 LMP 18:13 LMPS 10:15, 18 load 10:19 110:3 122:4,9
L				
L-E-N-A 159:7 labeled 154:13 lack 16:5 78:20 114:24 134:15 Lafayette 147:21 148:13 laid 18:11 39:20 41:3 landscape 11:16 14:9 language 5:6 32:11 34:13 58:20 large 50:20 54:24 larger 59:16 last 23:23 45:8 46:3,7 47:3,4 63:7 109:5 137:10 154:1 159:17 late 136:20 later 6:24 15:3				

local 23:12	26:24 27:3,	low 16:7	133:5 135:20	59:24 63:9
localized 10:5	12,17 28:16,	102:20	136:2,4,11,18	64:8 65:16
located 7:12	21,25 29:24	lower 10:8	139:10 155:5	67:7 74:9
11:18 33:21	30:5,14 38:1	18:14 27:5	158:1 160:16	75:5,21,23
50:4 98:8	42:19 55:1	lowest 8:15,	Magic 162:18	79:18,25
location 7:15	62:23 64:6	18 13:5	magnificent	80:12 83:7
9:25 21:7	66:23 67:19	109:19	42:1	84:22 87:20
locational	70:20 103:12	lunch 103:12	main 80:23	88:8 95:8
10:15 18:13	107:20	125:9,11	120:1	99:20,21,24
19:7	122:15 124:9,		mainly 92:11	100:1 105:22
locations	24 141:10	M	149:19	108:1 113:16,
138:24	looked 57:19		maintain 57:5	23 118:16,20
locked 111:21	92:6 101:7	M-A-J-O-R-S	maintaining	119:14,17
long 21:9,17	107:8 109:20	131:10	9:19 108:23	120:21
38:9,15 48:6	111:14 124:2,	M-A-N-T-L-E	major 43:3	121:25
74:9 78:13	12	159:7	Major's	124:22 128:4
79:16 107:6	looking 30:22	M-A-R-K-E	132:15	131:22
131:15	65:19 88:1,2	156:25	majority 11:2	133:25 134:3,
144:14	102:15	M-E-Y-E-R	Majors 13:17	5,11,24
long-range	103:12 107:9	126:7	15:7 19:3	144:23
91:5	122:3 146:24	M-U-R-R-A-Y	21:16 29:18	150:12
long-running	looks 22:23	154:2	41:25 45:5	157:10
106:7	24:21 27:14,	ma'am 158:18	50:19 128:25	159:15
long-standing	17 28:15	made 10:20	130:20,23	162:22
106:6	29:11 125:8	11:9 20:5	131:6,10	makes 38:6,
long-term 5:2	lose 143:25	23:2 29:16	139:20	15 50:7
7:10,13 11:16	losing 47:19,	35:23 36:21	141:19 150:7	110:13 162:1
16:15 21:3	23	37:1,21,22	153:12	making 44:8
25:23 29:22	loss 51:2	41:23 42:3	Majors' 44:10	45:3 47:6
89:6 95:10,19	losses 67:4	44:17,21 47:1	50:15	60:23 65:24
longer 19:5	lost 55:21	53:22 55:19	make 16:13	67:12 75:6,8
22:14 73:13	lot 23:21	58:7 63:6	19:13 25:2,14	79:22 129:18
95:13 96:25	24:24 41:16,	67:10 70:18	31:22 34:17	161:9
124:1,21	17 42:23	75:10 76:7	35:5 37:2,15,	management
134:5	78:17 87:24	84:19 90:2	18 38:2 39:19	7:10 29:16
longer-term	107:7 115:10	99:6 105:4	41:21 46:19	42:5 44:22
108:1	144:14 151:2	108:16	47:8 48:10	107:15 136:6
look 20:8	loud 31:16	111:19,23	49:20 50:23	manager 7:3
	love 75:25	112:14 114:4	51:20 57:8	154:6
		123:19 127:7		managerial
				25:2,5

Mantle 13:20 21:18 51:4 158:17,20 159:6,7,11,13 160:8,11 163:11 165:18 Mantle's 15:13 29:19 41:3 165:19 many 20:17 25:13 48:6 63:8 144:22 145:18 map 50:11 97:6,8 98:7, 13 100:25 102:15,21 maps 97:4 March 139:25 marginal 10:15 18:13, 17 19:7,11 102:20 margins 12:19 Marke 49:18 155:21 156:7, 11,24,25 157:8,22 158:13,15 marked 53:15 89:9 104:9 market 6:15 10:17 67:19 72:13,17 93:9 107:14 118:17 124:13 148:6	markets 12:10 48:4 67:20 70:18, 21 110:25 massive 47:14 48:18 material 12:23 124:19 materially 11:13 12:23 63:12 matter 3:4 32:25 119:7 145:25 matters 120:5 maybe 21:13 28:7 29:3 77:11 109:8 163:14 165:6 me 23:8 33:13 34:23 35:16, 21 55:21 56:15 60:11 63:8 64:9 65:5,15 70:18 71:10 72:7 73:22 75:20 80:24 81:3,7 82:3 84:9 97:11,21 98:5,11,23 99:1 106:2 113:10 127:21 128:3 132:4 136:1 137:11 143:6 148:23 150:22 164:11 165:25 166:1	mean 19:11 28:13 30:13 31:19 35:13 37:5 50:22 64:17 87:3 109:25 111:4 121:12 123:23 143:23,24 163:23 164:14 166:3 means 28:8 45:14 62:2 82:25 Meanwhile 12:9 MECG 4:6 13:11,21 14:13 20:17 25:17,20 27:17 28:23 32:2 55:23 76:20 90:6 92:16 101:25 105:8 112:23 126:13 127:6 139:17 143:20 144:9 152:24 155:12 158:8 160:22 163:5 mechanism 14:17 MEEIA 118:8 meet 109:11, 14 112:5 122:4 meeting 107:22 122:9 140:15	megawatts 9:3 12:22 13:9 16:18 42:14 64:1 66:14,16 67:13,18,22 75:7 82:24 109:12 123:8 125:3 137:20 138:5,6,8,9, 11 144:4 memories 24:6 memory 68:13 mention 25:21 mentioned 13:6 23:23 70:16,18 77:6 118:3,6 121:12 124:14 140:16 141:3 144:13 mer 151:5 merchant 43:6 44:19 113:21 138:17,18 merely 20:5 merge 57:5 merged 57:1 149:13 151:19 merger 56:23 57:7 114:3 136:25 137:5 151:5,10,16, 25	messed 114:1 messy 87:18, 21 Metro 42:17 136:24 148:21 149:8, 9,10,20 Meyer 13:21 125:17,19,20, 23 126:5,7 128:19 130:19 165:23 Meyer's 143:17 Meyers' 29:6, 18 mid 22:22 mid-2014 22:22 Midcontinent 12:2 Midwest 4:8 miles 9:25 37:6 44:19 50:12,16,20 million 8:16, 24 9:5,12 11:25 12:6,7 15:17,18,20 16:2,3 23:13 35:3 38:3 43:22 47:11 111:24,25 119:10 139:2 mind 25:21 46:13 150:4 minutes 52:2, 5 156:2,3
--	--	--	--	--

misjudging 82:12	Missouri 3:4, 5,11 4:24 9:21,24 10:10 31:8 37:12 38:4,7 44:1,4, 14,20,25 46:6 94:10 100:10 101:3,18,19, 20 104:8 107:22,25 108:2 110:24 111:2 119:21 123:13 131:12 133:23 135:5, 21,22 145:9, 19,21 147:19 148:9 149:9, 11,24 150:15, 17,18 151:13, 21,23 152:13, 15,16 153:6 154:5 157:3 162:4 164:12	19:24 22:14 23:1,4	152:20 156:1	mover 98:20
MISO 12:3 22:1 55:5 58:13,22,23 59:2,6,8,14, 15,16 61:1,3, 5,6,9,11,14 63:23 70:21 71:23,24 72:7,9,10,13, 16,17,19,20 73:10,12,20 74:5 78:16, 22,24 79:23 90:13,22,25 91:4,24 93:2, 8,12 94:23 95:19 96:11 100:8,11 109:23 110:4, 5,6,8,25 111:6 124:25 130:9 141:3,9	Missouri's 14:1,21	mitigating 69:14	morning 3:2, 15 4:7,18 17:14,15 25:19 31:9 52:14 56:11, 12 60:9,10 61:22,23 77:2,3 90:10, 11 92:23,24 105:18,19 107:2,3 110:21,22 127:14 129:7, 16	moves 40:1 110:10
MISO's 50:5,6	mistake 63:6, 10	mitigate	most 8:11 9:18 15:15 32:5 43:19 65:25 69:8 109:8 121:20 130:13	moving 6:13 26:11 30:10 46:21 62:23 107:17 110:11 122:2, 9
miss 55:7	mistakes 41:19	money 47:20, 24	motion 116:7, 16 119:25 120:12 121:8	mow 35:24,25 36:6
missed 21:10 22:16 23:5,9 24:4 43:1 69:12	Mitchell 50:1, 3 51:10 56:7, 8,10 60:3,12 70:12,14 71:3,4 110:18,20 112:20,21 114:13 123:14 161:2, 6 162:22,25 163:12	month 8:18, 25 9:13 109:18	motions 77:15,19	mower 36:4
Mississippi 7:12 8:1,13 9:17,24 11:18 18:15 33:21 37:7,21 38:5 50:5,6 56:18 62:18 66:8 84:16 92:3 94:16 98:9,18 107:5,9,11 111:8 123:5	mitigate	months 95:7	move 19:23 28:10,14 41:19 55:12 64:21 104:24 112:12 123:7 127:1 132:12 136:2,3 154:25 157:21 160:7, 9 162:16	mowing 36:22
		more 15:24 18:23,24 19:4,23 22:13 27:15,25 30:18 33:2 34:22 35:5 37:3 38:2,6 40:15,22 41:14,17 44:7 46:15 47:8 48:16 49:2,4 50:6,21 51:20 56:22 59:9 61:2 66:8 73:6,11 95:17 96:16 99:11 111:16 112:7, 15 113:13 115:10 118:15,16 119:8,10 129:19,20 133:25 134:3 138:10 150:25	moved 24:3 53:14 61:1 107:11 108:5 112:13 134:17 135:4 149:23 152:6	MPS 134:21 148:24 149:4 150:15,24
				Mr 4:2,5,7,10 9:22 10:4 11:14,15 12:13,25 13:24 15:7 16:3 21:16 22:5,11 24:23 25:18,19 29:6 31:1,4,6,7 32:1 44:10 45:5 49:9 50:15,19 51:14 52:20 53:1,4,16,24 54:1,10,13,18 55:12,24 56:4,13,21 57:25 58:15 59:9 60:4,14 61:2 68:24 70:3 71:1,6, 20 72:14 73:6,21 75:15 76:21 77:2 79:2 80:7,9

85:5,8,10,12, 13,20,23 86:5,8 88:11, 13,14,16,25 89:8,21 90:3, 5,7,9 91:8,10, 16,17 92:17, 23 93:24 94:3,6,9,10, 22 96:1,2 97:2,13,20,21 98:2,3,19,23 99:1,7,10,12, 13 100:14,16 102:1,5,6,9, 12,14 103:2, 4,6,8,9,11,13, 14 105:9,13, 18,20 109:3 112:24 113:3, 6 115:23,25 116:5 119:18 120:4 122:25 123:16 125:7, 17,19,20 126:2,4,5,25 127:3,8,13 128:8,10,14, 18,19,25 129:15 130:7, 16,19,20 131:6 133:10, 12,14 138:19 139:14,16,19, 20 140:16,21 141:5,13,14, 16,18,19 143:17 147:8, 10,18 150:7, 11,14 152:19, 23,25 153:3, 7,12,20,23,24 154:12,16,24 155:7,9,13,	15,17,19,23, 25 156:1,15, 17,19 157:20 158:3,5,9,11, 16,24 159:1 160:6,17,19, 23,25 161:7 163:6,8,10 165:2,4,6,8, 15,17,22,23 166:5,8 Ms 3:15,20, 22,24 4:16,18 13:20 17:10, 11,13,14 18:11,12 20:4 21:21 24:14 25:16 29:19 41:3 51:4,17, 25 52:2,16,18 53:5,12,25 56:1 70:16 76:23 77:1 80:3,5 91:12, 14 92:19,22 93:22,25 97:4 102:3 103:22, 24 104:23,25 105:5,7,11 113:1 116:2,4 120:8,9,22 125:4 128:12 131:2,3,5 132:11,17,20, 24 133:6,8 153:10 155:11 158:7 160:21 163:4, 11 165:18,19 much 10:20 12:16 44:7 46:4 50:20,22 59:13 66:25	68:11 80:1 85:7 88:14,22 103:3,10 114:16 125:7 130:19 153:12 155:18 158:15,23 161:12 165:18 166:14,15 muddy 150:25 multiple 43:7, 13 108:15 119:7 Murray 153:14,16,24 154:1,10 155:1,17,19 my 3:16 4:4, 20 20:10 24:8 31:11 35:7,9, 22 39:14,15 43:2,19 49:19 54:25 55:22 62:20 68:13 71:21 72:9,15 73:7,22 77:6 79:3 82:3 85:7 100:24 104:1 108:11 113:25 114:9, 12,15,16 115:24 127:19 128:24 129:1 132:13 135:25 140:19 143:23 147:6, 20 148:13	150:4 154:1 156:24 159:6, 16,17 162:23 165:15 myself 140:18 N name 54:11 89:1 103:25 114:9 126:6 131:8 136:17 147:22 151:1, 2 153:25 156:22,24 159:4,6 name's 104:1 154:1 names 25:13 114:1 148:3, 15 narrow 61:25 nation 159:21 national 7:1 12:9 natural 10:6, 10 18:14,22, 24,25 121:22, 24 122:5 163:15,16 164:3 near 98:17 nearest 101:8 nearly 18:22 23:13 24:11 46:12 necessarily 29:12 73:4 135:10 138:1	necessary 139:2 145:5 147:3 need 12:11 30:1,16 41:19 53:10 64:3 67:11,12 75:8 78:1 85:6 112:5 128:5 131:22 needed 42:17 55:22 57:4,7 96:14 118:21 needs 55:2 107:22 109:12,15 122:9 130:12 negative 20:22 45:15 68:4 negatively 45:20 negotiable 71:18 negotiate 28:2,19 negotiated 71:19 130:1 negotiating 60:19 negotiation 59:4 61:4,5 72:1 74:3 78:20 negotiations 61:11 71:22 74:1 78:18,23 130:6 neighbor
--	--	---	--	--

35:21,22 39:14 Neil 67:8 net 8:15 46:14 network 96:13 never 36:3 42:18 111:12 new 5:25 8:2 11:8 12:13 27:1,4,8,10, 19 32:2 35:6, 8 36:17 38:1 39:25 43:4,22 56:14 63:13, 14 64:7 65:1 71:19 73:9,14 74:1 76:3 80:19 81:1,3, 5 84:17,23 95:15 111:2 112:10 119:9 122:4 123:10 124:20 125:3 147:1 newly 10:2 newly- constructed 15:11 next 11:22 21:19 23:16, 24 119:22 124:6,8 130:20 155:22 162:17 nice 60:14 no 6:3 8:1 9:10 15:12 21:7 22:17	24:1,20 31:18 32:21 34:12 35:3 36:7 37:9,10,20 46:2 48:5,8 50:10 52:19, 21 53:25 55:3,24 56:1, 4 66:7 71:13, 22 75:4 76:21 82:8,9 91:16 92:8,17 94:3 99:3 102:1,3 103:6 105:9, 11,13 112:24 113:1 119:7 121:11 124:21 125:4 126:20 128:8, 12,14 130:16 132:14 134:5, 15 135:6 139:10,14 143:3,5,14 144:7 148:4, 8,11 152:5, 22,25 153:10 155:11,13 156:1 157:12 158:7,9,11 160:21,23,25 162:6 163:4,6 Nobody's 35:10 nomenclature 154:15 nondecision 83:24 none 4:12 31:2 48:9 53:19 55:16 59:4 76:19	89:24 105:1 111:16 112:13 127:4 128:16 133:1 148:14 155:3 157:24 160:13 163:2 nonrecovery 14:5 nonregulated 107:10,17 108:14 113:11,16 normal 66:4 76:5 106:19 northern 98:10,17 northwest 98:9,17 not 9:7 11:6 12:4 14:12,20 16:11 17:20, 22,24 18:3, 16,17 19:10, 12,16,22 20:22 21:4,5 23:21 25:9, 10,22 26:1, 16,21,22 27:2 28:10 29:1,7, 10,11,14,21 31:11,16,22, 25 32:19 33:16,23 34:6,11,18 35:15 36:7,23 38:8,24 40:4, 15,22 42:4,8, 21,23 44:21 45:5,16 46:7 47:2,5,22,24 48:3,8,12,14	49:17 50:17, 25 51:1 53:2, 8 55:2,5 57:14 58:1 59:17 60:16 61:4,5,10 63:15 64:1,4, 6,20 65:6 66:3,11,20,24 67:2,7,9,11, 23 68:3,4,6 71:12,25 73:3 74:3,5,22 75:4,5,10,11 76:4,10 77:16 78:19 79:6, 14,15 80:1,22 81:9,12,20 82:24 83:10, 11,21 84:8, 15,24 85:3 89:14 90:16, 20 91:3 92:8, 25 93:8 94:13,17,18, 21 95:8 97:16,17,22 99:24 101:6, 15 104:15 106:7 110:12 115:16 116:25 117:13 118:17 119:8, 10,12,19 120:5 122:10, 20,25 123:4 127:19 132:1 134:18 135:19 136:12 137:16 140:12 141:6 142:25	144:18,24 149:24 159:19 164:4 165:22 note 6:3 154:12 noted 138:19 139:12 Notes 56:16 nothing 32:7 33:2,3 42:16 44:22 52:9 80:4 84:3 91:12 93:25 97:24 123:9 124:14,17 125:12,20 141:13 166:13 notice 79:6,8 notion 135:17 notwithstandi ng 121:7 159:22 160:2 November 3:10 142:22 now 8:7 10:20 16:1,8,13 23:13 24:16 27:21 28:1,11 29:7 30:23 31:17 32:7, 10,18 33:6 35:19 36:1 40:6 44:7,21, 24 45:2 46:11,14,21 47:6 53:7,13 58:14,23 59:1 61:12 63:4,9,
--	--	---	---	---

23,25 64:23 65:22 66:13 67:25 68:13 74:6 81:9 82:5,6 84:5 85:18 95:21 98:4,11 117:8,22 119:5 124:17 136:24 137:8 139:9,10 149:4,20 150:1 152:1,7 153:13 NPVRR 8:16, 23 9:11 13:5 27:5,10 nuanced 111:3 117:2 number 11:23 20:25 21:19 22:21 23:20 24:8,22 28:3, 5,22 38:3 49:20 50:14, 19 55:2 numbered 77:11 numbers 50:20 165:12 O o'clock 125:9 oath 89:19 object 53:12 85:20 97:14 120:4 objection 53:1 98:1	99:2 120:15 127:4 133:1 objections 53:19 55:16 89:24 98:22 99:3 105:1 155:2 157:23 160:13 obligated 57:12,17 58:6 63:15,16,22 69:21,24 70:2 73:4 obligation 66:24 obligations 57:15 70:7 obtain 138:25 obtained 135:9 138:10 obtaining 139:8 obviously 33:19 51:3 57:4 occasions 124:3 occur 51:2 94:25 occurred 10:24 occurring 65:17 October 5:7 odd 65:15 of 3:4,13,18, 21,25 4:3,6,8, 23 5:5,6,19,	20,24,25 6:4, 15,23 7:11, 23,25 8:1,2,3, 8,16,17,19, 23,24,25 9:2, 11,12,14,16 10:13,14 11:2,7,11,22 12:1,6,15,22 13:3,8,9,11, 13,14,18 14:3,5,12,20, 23,25 15:3,8, 13,18,20,25 16:2,5,16,18, 25 17:3,12,23 18:6,10,17, 22,23 19:1,3, 17,18 20:2,7, 18,21,25 21:8,10,14, 22,24 22:4,5, 7,16,25 23:5, 13,14,17,21 24:8,12,19,24 25:5,7,12,17, 20,24 26:15, 17,19,22 27:8,11,22 28:13 29:2, 13,14,15,17 30:3,6,9,19, 21 31:8,9,14, 18,23,24 32:2,3,4,10, 13,16,18,20, 24,25 33:6, 11,17,20 34:13,21 35:1 36:1,24 37:7 38:5,10 40:4, 6,20,22,24 41:11,12,16, 21,25 42:1,2,	20,22,23 43:2,4,6,10, 14,19,23 44:17 45:7,9 46:5,22 47:3 48:9,18,21,25 49:22 50:5,6, 20 51:2,20,21 53:14,16,22 54:25 55:4, 10,13,19 56:14,15,16, 25 57:3,8,12, 13,18,20,22, 25 58:1,2,11, 13,24 59:4,6 60:15,20,24 61:7,8,13 62:2,5,12 64:24 65:18 66:5,12,14,16 67:13,23,25 68:4,11,14, 17,21 69:16, 19 70:4,5,7, 16,18,19,22 71:14 72:10, 11 73:5,19, 23,24 74:9 75:21 76:6 77:7,20 78:10,17,20 79:9,18,20,21 80:1,14,18 81:8,10,17 82:4,6,8,9,20 83:1,21,24 84:3 85:22 86:16 87:2,9, 16,22,24 89:6 90:2,25 91:3 92:2 93:2,4, 13 94:6,11, 13,14,16,17,	19,20,21 95:2,4,6,21 96:8,14,15, 19,22 97:18 98:8,17,18,20 99:6,10,22,23 100:7,8,12,25 101:11,20 102:6,24 103:1 104:5, 8,15,21 105:4,23 106:5,6,9,10, 12,17,18 107:7,17,19, 20,22 108:16, 17,19,22,23 109:4,9,12, 15,17,19 111:1,7,15, 16,24,25 112:7,12,13, 16 114:4,14, 17,22,23,24 115:6,12 116:7,12 117:10,18,19, 20,21 118:11, 22,24 119:4, 5,11,13 120:1,17,25 121:1,3,5,13, 20,22,23 122:3,7,17 123:8,15,18, 23 124:4,10, 11 125:3 126:13 127:7, 15 128:2,7, 20,22 129:10, 13,17,25 132:15,16 133:5,16,17, 18,21 134:4,
---	--	--	---	---

16,23 135:4, 5,7 136:7,23 137:1,3,7,13, 14,19,20,23, 24,25 138:6, 7,9,15,16,17, 23 139:1,2,25 140:2,11,16 142:4,17,22 143:14,24 144:1,14,18, 21 145:2,3, 10,19,21,23, 24 146:4,9,15 147:21,23 148:14,15 149:6 150:2, 4,23,24 151:2,6 152:4,8,11 154:5,10,13, 14,22,25 155:1,6 157:3,8,18, 21,22 158:2 159:11,13,17, 23 160:3,4,7, 8,11,16 161:8,13,16, 18,23,24 162:15 163:19 164:7, 12,16,21 165:14,23 166:9	off-takers 59:21 offer 53:11,13 89:21 97:3 132:23 offered 53:19 55:15 89:24 98:22 132:22 160:13 Office 3:11, 23,25 4:3 31:8 154:5 157:3 offset 70:22 111:1,7,10 129:15 often 24:25 old 9:9 114:10,22 148:19 149:19 on 3:3,21,25 4:3,6,8 5:5,6 6:14 8:4,7 9:15 14:2 15:9,22 16:7, 15 17:7,12, 17,24 19:4 20:6,17,21 21:1,19 22:9, 22,23 24:8 25:4,12,17,20 26:6,15,25 27:9,14,23 30:9,20 31:8 32:1,4,16,21, 22 33:15,25 35:11 36:6,20 41:13,20 45:12,16,17 46:3,17,19,22	47:3,20 48:3, 18 49:6,15 51:15 52:14 53:6 54:25 55:4,20,22 58:17,18 62:23 65:17 67:14 68:16 69:10,16 70:7 74:14,21,24 75:2,9,13 76:6,20 77:4 81:14 82:1 83:7 84:19 86:24 88:5 90:25 91:6 92:15,19 95:4,8 98:13 101:24 102:22 103:13 104:8 105:21,23 109:6 110:4 111:14 112:18,23 115:22 116:1, 6,16 118:7,17 120:12,21 121:4,7 122:8,20,21, 23 123:1 124:2 125:16, 17 126:13 127:18,25 128:4 129:13 131:25 133:20 136:4 140:18 141:22 143:13 144:21 145:25 147:19 148:13	150:10 152:24 153:13 156:4, 7 159:17 161:20 163:2 164:13,24 once 28:22 30:1 59:15 60:25 111:19, 22 135:18 one 9:15 11:23 18:2,3 20:25 21:7 25:22,23 27:7,8,19,23, 25 28:9 31:14 32:4 35:6,22 42:3,12 43:2 48:11 51:7,21 55:2,22 56:7 61:25 62:5 69:15 70:5 73:8,16 79:18 83:1 92:19 95:12,14 96:2,10 98:23 99:11 100:3, 25 107:19 110:11 112:16 113:17 114:3 119:11 120:1 121:20,22 125:9 128:7 134:22 137:10,20,23 138:16,23 141:22,24 142:13,21 147:21,22 148:4 149:5, 10 152:4,11 160:9 161:2	162:17 163:14,24 164:5,7 one's 35:8 39:22 one-to-four-year 96:8 one-year 95:13 127:22 140:17 ones 77:12 121:21 152:6 ongoing 13:23 16:9 29:8,9 108:22 only 9:25 10:24 15:4 18:2 27:18 36:20 37:20 38:8,13,14,16 39:24 40:11 42:12 44:13 45:4 62:10,11 73:23 74:8 75:20 80:22 81:24 83:3 100:1 119:4 123:11 126:16 148:19 149:24 165:15 onto 130:11 135:11 OPC 13:11,19 14:13 20:17 21:17 25:10 36:19 44:2 47:12,22 48:1 62:5 85:15 128:19
---	---	---	--	--

143:20 153:13 154:13,25 155:5 157:7, 21 158:1 159:10,12 160:7,10,15 162:19 OPC's 15:13 opening 4:12, 14,15 17:12 25:17 31:5,11 69:11 77:6 97:4,15 109:16 161:7 openings 143:17 operate 58:8 108:19 operated 57:14 152:11 operates 139:24 operating 58:12 106:9 152:3 operation 108:22 operational 10:12 72:19 operations 135:5,23 138:18 151:22,23 Operator 12:3 opinion 32:10,14 33:1,4,8 43:20 49:1,5	66:11,21 67:6 74:16 75:1 80:11 82:14 133:17 142:24 opinions 86:17 87:5,6 Opitz 4:7,8,10 25:18,19,20 31:1,4 32:1 55:24 60:14 76:21 90:7,9 91:8,10 92:17 94:22 96:2 97:13 102:1 105:9 112:24 126:2,4,25 127:3,8 128:18 130:16 139:19 140:21 141:13,14 152:25 155:13 158:9 160:23 163:6 165:22 166:5 opportunities 21:10 22:16 23:6,9 42:23 43:1,3,8,13 44:24 69:12 70:6 108:13 opportunity 24:4 45:10,12 63:5 117:13 120:2 opposed 97:22 106:13, 15 opposite 22:10	option 6:20 8:12,14,21,23 9:7,10,11,15, 18 18:2 23:4 24:15 27:3,5, 7,9 28:8,24 40:2,3,16,20 55:5 66:20 70:7 83:1,3 93:1,16 107:22 115:1, 5 123:20 129:17,19 135:12 136:10 options 6:13, 19 7:2,24 8:20 11:1 18:9 20:4 22:20,25 23:1 27:22 39:22 69:14 83:2 84:20 92:10 111:15 121:14 123:18 128:2 129:23 orchestrated 137:22 order 13:7 48:25 57:5,7 75:12 78:10 82:1,8 83:5,9 108:3 109:14 110:10 112:12 115:2 122:7 128:3 ordering 5:20 orders 10:22 14:15 25:9 62:14,21 76:12 81:13	121:15 organization 12:4 original 42:19 57:22 60:23 82:3 138:16 140:5 originally 58:14,17,20 60:24 116:18 Os 142:4 Osawatomie 142:5 other 6:11,17 8:20 10:16,20 11:1 17:4,25 19:7 22:20 27:8 28:9 33:10,11 40:13 45:16 59:20 62:2,24 64:12 72:6,20 74:19 79:23 81:16 82:1 86:23,24 87:5,9 92:10, 14 99:23 114:12 118:2 122:5 123:17 134:2 138:13 139:11 144:21 146:16 164:2, 7,18 otherwise 46:1 134:4 our 21:1,19 27:6 29:8 41:19 48:4 51:15 52:15 58:18,19	60:23 64:2 66:21,23,24 91:25 95:15 115:5 120:20 122:18 124:8, 18 147:19 158:17 161:9 165:19 out 8:1 17:19 18:11 20:10 21:12 22:20 29:7 31:16 32:2 33:22 35:2 39:16,20 41:1,3,10 42:1 43:24 44:17 45:11 47:7 49:22 60:24 62:21 64:2 66:14 67:20,22 71:24 75:12 78:10 85:16 97:5 107:14, 17 109:19 111:12,16 116:11 117:8 120:18 134:25 137:19,25 139:6 140:13 161:18 162:15 outcome 81:8 106:18 111:17 119:18 133:21 outcomes 20:23 112:2 outline 29:7 outset 24:18
---	---	---	--	--

outside 21:8 24:19 68:17, 21 97:18 105:23	P	partial 14:22	path 16:17 17:8 26:11 27:3 29:25 61:8 65:25 68:22 94:24 96:11,12,20 99:15 100:9 108:3 109:24 111:21,22 112:11,18 119:1,12 124:21,23 129:11 130:14 141:7, 8	Peart 67:9
over 3:9 10:24 18:1 19:7,25 20:3 27:21,25 28:1 43:2 58:4 70:1 73:12 92:5 106:6 109:5 114:18 119:6 121:17 124:1 127:15 135:4 139:6 141:12 148:18,22 152:6 163:24	P.C. 3:19 4:23	partially 23:22		penalized 14:4
overall 12:11 117:13 128:1, 2	P.E. 51:4	participant 93:9		penalty 5:21 17:5
overrelying 118:17	p.m. 125:12 166:18	participants 124:13		pencil 111:12
overrule 86:4 97:25 120:14	package 56:25	particular 59:21 163:20		penny 40:15, 22
own 20:4 44:17 93:1 100:24 108:19 113:25 114:15 118:16	page 54:25 131:25 159:17,18	particularly 10:18 98:16	paths 6:22	people 88:9
owned 114:21	paid 37:14 38:16 58:6 107:12 139:3	parties 6:5, 11,20 8:4 10:20 11:1 17:4 24:24 33:10,12 51:18 52:18 64:7 85:16 87:18 106:14 117:6,10,22, 23 118:10 119:7,14 120:19 121:2 122:18	pattern 68:14 112:13	per 8:17,24 9:1,5,12,14 106:18
ownership 114:25 115:5 142:2 147:19 148:8	pardon 97:21 132:4	parties' 5:5,6 6:9 121:1	pause 134:22	percent 12:14,16 25:24 26:15, 17,19,22 29:2 30:3 46:9 109:6 141:12
owns 72:18 114:18 161:24	parent 136:22 137:3 150:23, 24	partner 3:17 4:20	pay 17:21 29:1 37:6 38:7 39:15,18 41:18 57:13, 17 58:9 63:10,15,17, 22 69:22,25 70:2 93:4,10 110:5,7,8,11 111:20 112:3 123:4 134:12	perfectly 44:11
	parents 148:13	party 6:3 8:1 9:10 10:25 72:6,8,21 144:8	paying 24:15 34:25 37:13, 23 38:9,15 59:17 91:24 93:6 112:7 122:1 124:16, 17	performance 10:12,13
	Parkville 35:22	pass 25:4 97:5 155:15	peak 12:13,15	performed 22:24
	part 20:7 42:19 43:6 50:5 53:22 55:19 56:25 57:12 58:1,13 60:15,20 85:20 87:16 90:2 99:6 105:4 108:16 117:17,20,21 120:17 121:3 122:7 127:7, 19 133:5 142:17 155:6 158:2 160:16	past 11:3,7 20:22 25:9 35:15 38:11 41:16,19 68:8 112:12	perhaps 32:5 43:19 110:25	period 28:7 42:11 73:19 79:6,8 96:9, 10 119:6 134:13 147:23
			peaking 21:7 24:19	periods 57:25
				permit 7:19
				perpetuate 88:9
				perpetuity

87:21 141:12	pivot 119:2	73:5 84:16	154:24	119:20
personally	place 15:9	110:3 111:7	point-to-point	122:19,24
49:17 50:17	38:14 42:3	113:10	5:9 7:18 26:8	123:6 143:13
133:16	79:21 95:5	114:15,18,21	71:17 72:5	positions
perspective	114:3 134:8	115:6 119:9	83:19,25	119:7,11,14
122:23 123:1	163:20	123:5 137:19,	90:15,18	possibility
124:7 147:4	places 138:20	22 138:1,14	91:24 128:22	96:19 114:14
perspectives	Plains 44:20	142:8 144:1	139:7,21	123:15
118:7 121:5	45:2 114:2,6	plants 18:20	140:24	140:16
pertaining	135:11 136:6,	46:13 121:22	pointed 32:2	possible
11:13 91:1	12,14,22,25	play 120:18	90:13	128:21
Peter 7:2	137:2,4,7,8	128:1	pointing	post-hearing
51:22 52:24	147:24	please 3:14	101:2	74:13
53:14	151:11,17	4:1,19 16:25	points 17:22	posted 98:13
phone 140:9	plan 6:16	21:16 25:20	32:5 58:3	posture 13:14
phrase 51:3	56:18 162:5	31:7 48:10	95:4 101:13	potential 6:22
phrased	planned 46:4	53:14 54:2,7,	poles 101:13	93:11 125:2
31:20	planning 5:3	11 71:9 88:17	policies 118:7	potentially
physical 7:25	7:10,13 11:16	89:1 103:15,	policy 81:14,	7:7 75:13
165:23	12:19 16:15	25 126:6	16,25 86:11	82:14 86:21
physically	38:21 41:24	130:21 131:8	87:7 118:20	166:8
159:20	66:19 67:16,	153:25	121:9,15	poured
163:19	17 82:25 89:7	156:22	122:11	162:14
physics	91:5 92:1	158:18 159:4	Pool 7:8	power 7:8
163:22	113:20	plus 43:22	Pool's 98:14	21:3 25:22,23
picked 23:18	121:14	point 5:25	poor 45:2	37:6,11 50:22
pictures	plans 67:12	10:1 17:25	136:19	51:2 94:19
162:21	plant 15:12,	24:11 33:18,	portfolio 7:14	96:14,22
pilot 81:15	17,19 19:15	22 45:11,18,	9:20 10:5	97:10 98:14
pipe 163:25	23:15 24:19	23 50:13,23	13:4 19:8	110:4,10
164:7	25:22,23	59:13 62:16	portions 43:6,	114:11 135:2
pipeline 10:8	29:21 35:4,6,	63:4 69:15	14	136:23 137:4
18:17 46:5,24	12 37:6,11,	78:3 83:15	pose 36:5	138:22 142:5
48:19	14,18 38:4	85:6 87:14	position	147:5 148:22
pipes 164:4	39:25 43:23	88:7 92:9	17:17 30:4	149:1,25
PISA 46:10,11	44:19 46:14,	99:13 110:6,	63:25 64:3,23	150:15,20
	16 49:15 50:4	7,11 112:10	74:14 89:5	151:4,6,8,12,
	56:24 57:14,	115:3 119:2	104:4 106:11	21 152:15
	15,19,23	120:6,24		161:8
	62:17 63:2,21	130:12		
	66:8 67:17	142:24 148:7		
		151:14		

PPA 44:15	presented 16:16 27:22 69:11 104:17 130:5 154:18 157:14	Pridgin 3:2,8, 20,24 4:5,10 17:10 25:16 31:1,5 49:9, 24 51:12,25 52:4,13,23 53:8,18,23 54:1,7 55:15, 20,25 56:2,5, 8 60:5 61:17 65:9 69:3 70:11 71:4,8 75:15 76:18, 22 80:5 85:8 86:3 88:12,22 89:23 90:5 91:10,14,17, 21 92:13,18 94:1,4 97:25 98:21,25 99:3,7 100:16,19 101:23 102:2, 4 103:4,7,9, 20 104:25 105:7,10,12, 14 106:21 110:17 112:21,25 113:2 115:25 120:7,14 125:6,15 126:1 127:3, 10 128:10,13, 15 130:18 131:1 132:17, 21,25 133:8 139:16 141:14 147:10 150:8 152:23 153:1, 9,11,19 155:2,9,12, 14,16,21,25	156:3,6,14 157:23 158:5, 8,10,12,23 160:12,19,22, 24 161:1,4 162:25 163:5, 7 165:4,17 166:2,6,11 principal 126:11 principles 84:14 prior 10:22 12:14 16:1 30:5 65:17 68:17 90:12 95:7 101:19 150:5 proactively 16:12 probability 161:12 probably 26:19 41:17 58:18,19 66:17 72:18 76:7,8,14,15 83:2 103:12 107:12 111:11 113:13 115:4, 6,10 121:20 124:9 127:18 130:5 143:6 145:18 147:17 problem 19:24 24:3 32:9 44:8,25 47:5 48:4,7 71:13 146:23	problems 52:6 procedures 7:6 proceeding 5:1 6:3,10 10:21 11:4,5 51:20 105:20 116:21,23 117:16 118:1 120:25 121:3, 21 124:9 proceedings 3:1 5:19 121:10 proceeds 23:12 70:22 111:1,6,9 process 67:18 68:25 73:10,21 78:16,22,24 79:8,16 95:2 96:5,24 108:5 117:21 120:11,19 144:19 processes 13:1 83:4 procurement 121:24 procuring 135:15 prodding 86:19 produce 109:7 producing 109:1
PPAS 21:4,5 47:20,23	presents 5:1 32:8			
practical 8:6	preserve 16:18			
practices 145:2	preside 3:9			
predeterminat ion 68:16 75:22 105:23 121:21	president 6:25 7:16 54:16 104:5			
predetermine 68:20 106:1	pressure 16:5			
predetermine d 14:5	presumption 5:25 66:5 76:6 79:11,20			
prefer 100:3 166:10,11	pretty 57:4 106:4,11 117:1 122:15 136:19 161:12			
preference 53:9	prevent 96:17			
prefiled 7:6, 23 53:6 97:17 126:12 165:24 166:3	previewed 29:17			
premarked 54:19 154:8 157:6 159:9	previous 86:18			
preparations 75:7,8	previously 63:18			
prepare 44:22 89:8 104:7 126:12 131:18 157:5	price 10:6 18:13,17,22 19:7 21:5 102:20 112:7			
prepared 154:7,8 157:6 159:8	prices 10:15, 19 18:12,14, 16,19 23:10 109:16 141:2			
present 8:15	pricing 98:15			
presentation 21:22 23:2				

profit 46:18	protocols 93:9	5,10,17 35:12,13 36:6,8,9,18, 24 37:1,3,8 39:3 40:4 41:5 45:23 64:18 65:20, 25 68:6 76:1, 4 83:9,18 118:12 143:11 144:22	publishes 102:21	Q
program 81:15	provide 5:3 8:13 14:22 117:18 146:5		pull 19:16	quantifiable 14:10
prohibitive 92:12	provided 7:22 10:25 119:6 121:4 122:1		punitive 15:15 20:4	quantifiably 9:18
projections 12:15	provides 6:23 9:20,23 11:17 14:11		purchase 21:3 25:23 115:1,2,5 137:5	quasi 152:8
promise 35:19	providing 146:9	prudently 36:15,19,23 37:19 146:9	purchased 41:22 43:5,6 137:4 138:19 149:1 151:3	question 5:2, 4,13 11:8 17:23 20:14, 15,18 36:5, 10,14 38:2,5, 9 49:11 50:24 68:23 69:1 71:1,2 74:19 76:16 77:5 78:23 79:24 82:4 92:20 95:25 99:11, 18 100:24 101:15 114:12,13 116:22,23 119:23 120:5, 8 127:20 133:15 135:25 136:3 137:9,10 149:18 151:10 152:18 162:24 165:16
promising 22:23	provision 108:17 129:2 140:2	prudently-incurred 145:5	purpose 80:18,22,23 85:22	questioning 86:19
proper 15:4 57:5	provisions 90:13	PSC 69:10	purposes 6:23 142:11 152:10	questions 6:24 17:11 18:7 25:15,17 30:24 31:2 49:7,10,12 50:2 51:13,23
properly 33:6	prudence 5:18 6:1 14:1, 7,20 15:4 16:9 17:2 36:11 66:4,6 76:6,14 118:10,13 127:21 128:1, 5 133:18 146:15,18,20	public 3:25 4:3 31:5,9 51:4 53:14 56:2 74:14 80:6 91:15 94:2,11,15 97:22 102:4 104:10 105:12 113:2 126:16 127:11 131:12 132:14,16 133:9 141:22 144:8 145:6, 9,23 146:4,5, 10,15,20 147:19 148:9 149:24 150:10,17,18 151:13 152:16 154:5 157:3	pursue 93:20	
properties 149:12	prudent 5:8, 16 7:18 8:8, 12 9:18 14:3 15:1 16:13, 17,25 26:4,7 27:2 28:10,13 29:11,12 30:23 34:2,4,		pursued 93:15,17	
proposal 120:3	prudency 31:21 65:17 79:21 84:13, 14		put 21:1 26:14 28:23 30:5 32:12 33:10 37:22 42:6,12 47:2 81:4 107:10 111:24 115:21 118:15 129:21 136:21 138:20 142:17	
proposals 17:4			putting 43:22 47:11 161:15, 16 162:8	
proposed 13:12 30:7 129:24				
proposition 145:22				
prospective 5:21				
prospectively 45:1 146:24				
protection 137:22,24 138:2				
protections 137:15				
protectively 17:5				

52:19,21,24 56:5,6,9 60:5, 7 61:17,20 65:10,11 69:4,6 70:13 71:5,7,15 75:16,18 76:19,20 78:17 80:10 82:10 88:13 89:15 91:18, 20 92:14,15 94:6,22 99:8, 9 100:17,22 101:24,25 103:6 104:16 105:14,16 106:22,25 110:1,18,19 112:22,23 115:24 116:1 125:5 126:21 128:9,16 132:7 139:14 141:21 144:15 147:11,15 150:9,10 152:22,24 154:17 155:16 157:13 158:12 159:24 161:1, 5 163:1,3 quick 24:25 31:12 45:9 51:19 79:19 82:9 150:11 quickly 19:23 103:13 quite 33:15 63:3 88:3	118:5 quo 24:23 57:6 quote 38:24 44:9 67:8 quoted 38:4 R rainstorm 35:23 36:7 raise 48:20 125:20 ramifications 48:9 ran 138:18 range 139:1 rate 3:6 5:18 6:10 8:19,25 9:13 10:23 15:4,22 17:2, 23 21:20 23:16,23,25 24:1 32:6,19 33:5 42:7 68:1,17,21 77:10,14 80:16,18,21 81:1,5,11,13, 24 82:1,7 90:15,25 105:23 111:24,25 115:20,22 117:21 118:18,19 119:10 121:1 130:8,9 134:17 135:4, 21,23 136:2,	4,11 141:4,9, 10,11,24 142:1,6,7,11, 17,20,21 144:17 145:5, 24 146:3 149:3,5 151:9 152:12,14 153:4 rate's 141:11 ratemaking 84:14 142:10, 12 144:15,19 145:10,19 ratepayers 19:21 23:18 25:6,14 34:24 38:23 39:4,14 47:7 48:14,16 66:25 110:24 rates 15:11 26:2,23 32:6, 8,20,21,22 37:23 38:12 42:4,7 47:2 48:20 74:14, 22,24 80:20, 21 81:1,5,14, 19,22,25 93:15,20 115:15 129:8 142:25 144:24 145:10,14,23 150:1 rather 80:19 146:24 rating 138:7, 8,9 rationale 62:15	Raytown 148:25 re-sign 26:20 27:13 29:10 re-up 64:4 73:19 84:6 reach 33:8 reached 29:5 reaches 45:19 82:14 read 31:16 34:14 41:4 55:3 159:19 ready 4:13,17 17:13 25:18 31:6 49:25 54:8 88:23 103:21,25 105:15 125:17 126:2 131:2 153:20 156:8,15 158:24 reaffirm 34:1, 3 reaffirmed 13:2 real 32:9 45:18 100:1,4 reality 9:25 19:17 realized 127:19 really 29:25 31:12 33:22, 25 35:10 37:25 40:2 45:9 49:4 56:18,22 57:5	59:4 74:3 78:20 87:17 109:13 112:9 114:1 115:14 117:24 130:8 133:15 137:5 141:23 142:6 148:14 149:2, 8 150:11 152:1,7 162:18 163:13 reason 36:20 37:20 38:8, 13,14 50:10 66:10 154:15 reasonable 16:10 26:1,23 28:24 29:1 30:12,13,20 144:21,24 145:22,24 146:22 reasonably 8:7 reasons 9:19 12:25 22:11 48:21 rebuild 111:10 rebuttal 29:6 104:7,11,14 126:15 131:18,22 132:12,16 154:9 155:1 157:7,22 159:12,16 160:10 recall 68:18, 19,22 105:21,
---	--	--	---	---

25 116:5,12 119:24 120:10 receive 13:8 34:6 59:25 received 19:9, 12 142:19 receiving 147:5 recent 109:21 121:20 recently 68:15 recess 52:10 125:12 recitation 82:20 recognize 16:8 18:8 22:6 recognized 94:15 recollection 78:10 recommend 83:23 93:19 143:21 162:19 recommendati on 13:16,21 15:6 143:2 recommendati ons 13:12 recommended 142:25 143:10 144:9 recommends 15:7 18:5	146:11 record 3:3 12:14 52:9, 11,12,14 53:22 54:11 55:19 77:9 78:8 90:2 97:12 98:12 99:6 105:4 107:7,23 125:13,14,16 126:6 127:7 131:9 133:5 134:23 136:13 153:25 154:13 155:6 156:4,5,7,23 158:2 159:5 160:16 166:10,16 record's 152:21 records 53:6 135:4 recover 33:19 38:11,17 39:6 40:12 44:5 45:13 47:13, 25 65:1 82:17 83:12 84:5,25 123:12 124:8 139:6 recoverable 39:3 recovered 22:18 40:12, 15 47:18 93:15 recovery 5:19 14:23 16:6	17:4,23 18:4 21:22 23:17 25:24 30:2 42:7 46:22 83:21 93:20 119:9,13 143:14 144:18 145:24 recross 92:15 101:24 112:23 150:9 152:24 163:2 RECROSS- EXAMINATIO N 92:21 102:13 113:5 150:13 153:2 163:9 red 102:16,22 redirect 85:9, 11 94:5,8 103:5 116:1,3 128:16,17 130:16 153:9 165:5,7,16 reduced 111:25 112:7 refer 4:25 reference 53:10 referenced 21:22 101:17 referring 81:19 reflect 20:24 25:12 reflection 20:21	refuses 22:14 regard 10:21 20:5 36:3 80:11 113:7 134:7 regarding 5:2, 21 6:13 7:2 8:9 10:25 13:2,12 14:9 16:14 17:6 21:6 36:22 46:20 55:4 77:5 82:10 85:21 116:8 regardless 40:4 57:13,22 161:23,24 region 124:25 regional 12:3, 9 regularly 121:9 regulated 86:13 113:11 regulatory 3:8 6:25 7:17 14:2,21 54:16 64:15 65:5 104:6 119:19 131:14 145:21 154:6 rehashing 11:3 rehear 77:21 78:1,6 rehearing 21:25 77:15, 19 reiterate 95:4	reject 17:4 rejects 20:1 related 5:23 7:11 25:25 29:3 80:11 relating 97:15 relation 98:9 136:14 relatively 116:17 127:20 reliability 7:15 9:23 16:19 109:6 reliable 10:2 12:11 relief 116:7 relinquish 95:14 relitigate 11:6 relocate 9:9 relocated 22:20 relocating 7:7 27:4 115:9 relocation 6:4,14 7:5,25 117:9 relook 96:12 relying 48:3 remain 8:13 9:17 139:12 remedy 19:23 remember 43:11 57:11 68:22 114:5
--	---	--	---	---

remind 25:1 44:1 47:9	67:17 124:11	13 63:1 72:1 74:4 78:24 79:12 95:5,9	restudy 96:11,17,19, 24 141:7	108:5 136:8,9
reminding 24:24	replacing 44:23 67:17			rhetoric 20:1
renamed 137:6 151:20	reporter 4:4	reservations 79:19,23,25 140:11	result 22:1 26:1 30:12,13 45:25 64:24 81:9,10 82:6 121:1,13 122:13	rid 27:8
renew 5:9,15 6:5 7:18 9:7 13:17 15:2 16:23 20:15 26:8 38:25 39:24 71:17 73:7,9,10 79:7 83:10,19 94:24 95:9 99:14	representing 4:24	reserve 12:19	resulted 22:2	ridiculous 44:2
renewal 5:24 6:20 8:3,10 9:16 15:8 16:16 18:5 99:17 133:18	represents 22:16 58:11	reserved 6:9	resulting 122:11	right 3:2 4:12, 16 23:15 27:21 28:1,11 30:23 31:2,10 32:7,10,18 33:6 34:2,8, 13 35:1,7 44:7 46:11, 14,21 49:16 51:14,18 52:3,9,13 53:2 60:18 62:14,25 64:23 74:6 75:15 76:18, 19 80:14,16, 18 81:9 82:5 84:5 85:5,18 86:25 87:1, 15,25 88:13, 16 92:13,15 94:4 95:10, 15,23 96:18 97:25 103:7 106:14 107:20 110:3 111:4 112:22 113:9,19 114:8 119:4 121:3 123:23 124:6,17 125:6,11,15, 19,20 127:10 128:8 130:18 132:21,25 134:8 137:6 140:4 142:18,
renewed 13:7	request 3:5 15:14,15 23:16 33:3 49:1 74:4 78:24,25 79:10,18 106:5 116:19 117:2 140:18 142:20	resource 5:3 6:16 7:10,13 11:16 16:15 17:7 56:17 70:23 109:10 112:6 121:14	results 13:4	
Renewing 14:2	requested 21:24 32:10 43:12 128:6	resources 118:16	resume 125:9	
renews 72:5, 22	requests 5:14 16:22 137:17	respectfully 5:12 16:22	retain 95:17, 20 96:18	
repeat 20:22 71:12 83:16	require 18:4 166:1	respond 83:22	retired 47:10	
repeatedly 24:20 39:1,21	required 53:3 64:17 82:15 134:12 135:10 140:7	response 39:11 40:6 65:21,22 117:19 122:5 136:8,9 142:20,22	retiring 47:6	
replace 23:9 64:3 66:14,16 67:12 75:7 82:24	requirements 146:10	responses 52:5 137:17	return 15:22 16:7 47:3 76:2,3,5 84:13,14 145:25	
replaced 17:7 23:8	requirement 8:16 74:23 81:2 138:2 145:7	responsibility 44:25 45:7	returned 66:6	
replacement 8:2,22 9:2 15:10,18,21	requires 20:19 112:11	responsible 48:12	rev 164:11,20	
	reservation 10:9 59:5 60:21 61:11,	responsive 20:5	revenue 8:15 74:23 81:2 145:7 146:10	
		rest 51:20 159:23 160:3	revenues 10:17 19:9,12 164:13,16,18, 23 165:9,13	
		restate 99:18	review 15:3 41:11 68:1 106:10 165:9	
			RFP 13:2	

25 143:13 144:5 145:14 146:11,16 150:12,19,21, 24 151:11 153:11 154:24 155:17 156:9 160:6 163:15, 19,22 164:8, 14 165:15,18 166:13 rights 73:11, 16 95:17,20 rigorous 6:17 ripe 75:1 rise 12:20 risk 40:24 68:7,11 82:21 83:24 river 92:3,5 road 24:5 Roger 3:17 4:22 Rogge 7:2 51:22 52:20, 24 53:1,15 Rogge's 53:16 role 75:22 roll 73:12 rollover 73:11,16 95:17,21,23, 24 96:3 Ron 3:8 roof 48:21	room 143:17 roughly 8:19 12:7 round 41:10 RTO 12:4 21:9,12 24:19 rubric 57:20 rule 49:6 ruling 106:15 116:16 120:12 121:7 rulings 112:19 run 19:14 31:11 35:18 43:2 45:8 running 102:16,22 Rush 67:9 140:10 S safe 5:3 said 4:19 24:20 29:23 34:10,12 38:17,20 41:2 44:2 47:14, 16,22 48:1,5, 24 50:16 60:14 63:9,20 83:9 84:8,11, 12 85:3 93:3 97:22 106:3 115:3,16 116:25 118:14 136:18	145:16 161:10 162:12 sake 56:14 113:25 134:23 sale 21:2 129:17 136:21 same 22:1 24:9,10,17 25:10 74:18 112:17 114:8 118:24 126:23 132:7, 8 133:15 151:13 154:17,19 157:13,15 159:24,25 160:9 161:17, 19 164:3 sand 25:1 sat 44:12 save 51:11 saw 93:12 say 26:11,19 27:2 28:2,13 30:12,19 31:19 33:2 38:6 39:17, 21,24 40:3,7, 10 45:5 50:20 58:10 60:20 61:12 63:5 64:7,13,20 65:1 66:12,21 67:7 76:1 81:18 84:23 87:11,25 117:4 119:7	122:15,16,17 123:22 130:4 148:24 151:3 161:14 162:3 163:16 saying 27:9 29:14 34:1,16 36:19 39:6,14 40:13 41:18 42:6 43:9 49:1 63:11 67:9 68:3,4, 19 75:11 76:2 81:23 84:3 106:1,16 163:12 says 24:25 26:18 27:23 75:4,5 83:18 84:22 107:23 140:8 SB-4 64:2 scanned 124:12 scenario 48:11 110:23 112:4 129:15 scenarios 111:15 schedule 7:5, 7 15:16 schedules 126:14 scheduling 166:9 scheme 137:15,22,24 School 162:18	scope 97:18 scrap 41:23, 24 56:19 screen 55:22 scrubbers 43:22 47:12 seat 54:8 88:23 103:21 126:2 131:2 153:20 156:15 158:24 second 8:21 14:16 22:16 36:10,20 98:23 100:25 122:16 134:22 138:4 160:9 seconds 106:5 section 10:3 22:22 43:10 securitization 47:18 Sedalia 21:13 135:16 see 30:14,15 31:16 32:11 36:25 37:10 42:21 43:1 46:8 48:7 51:19 60:14 87:11,14 103:14 121:16 124:25 129:22 142:2 seeing 22:19 52:25 163:2
--	--	---	--	--

seeking 16:12	82:9	13 135:18	33:18 41:11	shut 43:20,21, 24
seeks 8:2	serious 46:20	145:10,13	44:14 84:3	shutting 44:3
seem 24:24	serve 44:19	sets 81:1,2	116:18	Sibley 43:20, 21 47:6,10
65:4 119:19	119:21	settlement	147:23	sic 10:23
seems 63:8	123:13 145:6	23:24 85:15	short-term	side 152:2,14
65:5 97:14	149:25	117:12,14	135:8,14	164:14,20,24
select 7:24	served 149:23	seven 46:7	shorter 134:2	sign 26:18
sell 21:4	serves 150:1	several 23:9	shortfall 44:4	27:16,23
41:23,25	service 3:7	44:13,24	should 5:8,17	61:12 83:25
56:19 110:25	5:4,10,16,20	severe 10:6	6:5 10:1 11:9	135:11
111:5 114:23	7:19 8:14	shades	13:17,22	signal 85:2
115:4,5	9:16 11:21	144:21	15:1,4,9	signed 80:25
124:24 134:4	14:6 16:24	shaken 52:25	17:19,21	135:7,18
selling 69:16	17:3 21:8,13	share 17:17	19:18 21:15	significant
70:21 72:12,	26:8 27:4	23:3 30:10,17	26:6 27:15	14:8 59:12
17 114:14	94:24 99:20	shareholder	29:13 31:21,	144:5
123:15,17	100:25 110:5	112:3,18	22 33:9	significantly
124:4	127:17,22	124:18	36:12,22	11:18 12:5
send 72:2	131:12	shareholders	37:17 55:3	signing 27:1
senior 7:3,9,	133:18 135:6,	14:18 15:25	64:14 74:21	similar 62:24
16 89:6 104:5	8,14,20	25:6 29:4	78:4 86:11,21	72:24 121:18
136:6	138:3,6,25	40:19,25	119:16	132:9 154:19
sense 35:5	139:7 140:2,	66:23,25	122:23	157:15
37:15 38:3,7,	24 142:8	sharing	131:25	159:25
15 64:9	145:3,9,10,	14:17,25	146:21	similarly
110:14	19,24 146:5,9	sheet 28:18,	147:17	13:22
112:14	147:2,20	20 29:24	159:18,19	simple 34:23
133:25 134:3,	148:9 149:24	30:15 60:15	shouldn't	79:4,16
5	150:16,17,18	129:22,25	38:17 41:18	127:20
separate	151:13 152:8,	sheets 30:21	64:9 117:24	simply 18:16
22:18 85:17	16	80:20 81:4,10	show 37:5	40:10 74:15
149:2,3,11	services 7:4	shifted 12:10	98:11	79:9 97:23
152:12	set 12:13	shocks 10:6	showing 52:6	simultaneousl
separated	32:6,8,21	shore 43:14	98:7	y 14:4
85:16	56:15 71:24	47:21	shows 15:16	since 11:11
September	73:14,25	short 7:23	78:9 90:22	
89:10 132:5	74:15 80:19,	21:3 24:6	97:7,8 98:14,	
series 21:9	21 81:13		15	
22:16 23:5	87:10,14		shrinking	
	89:17 104:18		67:21	
	117:8 119:5,			

14:10 19:9 20:3 22:15 34:25 42:8 43:4 69:17 88:10 145:14, 20 single 59:17 110:2 sins 20:2,3 29:15 41:16 sir 25:18 31:6 51:9 54:7 88:17,22 103:15,20 125:21 126:1, 2 130:21 131:1 152:22 153:19,20 156:14,16 sister 42:17 sit 36:16 39:15 site 7:8 9:9 115:12 sitting 101:21 situation 22:12,13 24:6 37:2,5 39:19 87:18,21 129:12 six 24:22 slides 26:6 43:2 45:8 slipped 36:2 small 54:24 165:13 socialized 93:12	solar 42:13 sold 21:11 22:20 23:10 solely 33:7 101:24 solution 108:2 124:22 solutions 107:19 solve 44:25 124:1 146:23 solved 24:3 some 6:7 13:11 29:13 41:11 43:2 50:6 52:25 56:15,22 57:4 58:2 59:12 61:2 70:4 75:2,11,12 80:13 86:16, 20 87:9 90:13 92:2,4 94:22 95:4 99:8 102:24 107:9, 10,13,23 108:13,22 109:2,15,25 111:7,12 117:9 118:14, 25 119:1 121:13 122:1, 8 125:2 130:4 136:18,19 138:15 somebody 124:25 163:24 someone 60:12 90:13	something 45:20 52:16 60:13 63:7 69:10 86:11 93:14 119:3 134:2 sometime 86:22 somewhere 21:12 36:3 40:1 70:23 101:19 139:1 140:20 149:15 soon 83:4,5 sorry 39:12 51:9 52:16 65:13 75:20 83:17 88:12 99:7 100:17 102:6 120:15 130:9 132:22 137:1 143:3 147:6 150:17 159:10 sort 27:22 32:13 114:17 117:10 sound 35:20 South 18:20 southern 98:16 Southwest 7:8 98:14 135:1 Southwestern 97:10 SPA 98:9 110:7	speak 49:22 62:14 67:21 71:20 95:21 speaking 116:5 speaks 86:6 special 137:15,21,24 138:2 specific 78:10 106:11 110:8, 12 118:18 121:7,8 131:19 138:23 140:12 141:1 144:25 specifically 5:13 17:17,20 18:13 31:20 48:3 58:16 59:10 71:21 76:13 117:25 specifics 61:2 spell 126:5 131:8 134:24 153:25 156:22 159:4 spelled 154:2 spend 38:3 46:11 spent 11:2 34:24 37:13 38:9,15 43:21 45:14 47:3,4 spoke 18:12 sponsor 93:10	spot 117:23 SPP 8:22 9:9 10:1,6,15 12:4,13 33:21 37:8 50:8,16 91:23 93:19 97:6,10 98:9, 17 100:12,13 101:4,8 102:21 103:1 109:12,14 110:7,10 130:8 134:20 135:1 139:8 159:21 161:10 SPP's 11:15 12:19 14:9 100:25 spread 139:5 Springs 148:13 St 148:21 149:1,4,25 150:20 151:4, 6,7,12 152:15 staff 3:21,23 13:11,16,21 14:13,17 17:12 18:1,5, 8,18 19:3 20:1,17,20 21:14 22:9 25:12 29:17 42:25 55:25 62:5 68:19 69:10,11 76:22 91:11, 12 92:18 102:2 105:10, 25 106:14 112:25
---	--	---	--	--

128:11 133:4 140:17 142:17 143:10 144:8 146:3,8,10 155:10 158:6 160:20 163:3 Staff's 15:16 17:17 19:2 20:16 29:18 142:24 143:1 145:6 staffer 21:18 stage 109:9 117:24 stand 52:10 53:2,3,4,24 88:16 103:13 125:12,17 156:8 standard 5:18 14:1,7,21 15:5 17:2 34:2,4 45:23 46:2 66:5 76:4 84:13,15 146:14,19 standards 116:8 standing 34:16 standpoint 38:1 stare 14:12 start 17:19 31:13 41:15 66:15,19 67:12 75:3,6, 8 82:25 83:3 101:6 123:11	153:14 started 30:4 60:24 78:25 107:16 114:10 starting 20:24 22:21,22 78:23 152:5 starts 109:4,6 state 7:11 54:11 57:6 89:1 94:11, 13,16 101:3, 20 103:25 107:13 126:5 131:8 153:25 156:22 159:4 162:6,7 stated 39:2 119:25 statement 4:14,16 17:12 81:18 97:5,15 144:12 statements 4:13 31:12 69:11 109:16 states 94:20 138:21 148:7 station 161:23 status 24:23 57:5 stay 18:3 steel 118:16 121:13 steep 35:24 Steiner 3:18	4:22 54:10 55:12 85:10, 12,23 86:8 88:11,13 step 88:14 103:10 124:6, 8 125:7 130:19 153:12 155:18 158:13 165:19 steps 57:18 79:1 81:16 82:23 165:25 stick 40:17,23 sticking 101:2 still 13:18,22 29:13 30:1 36:23 37:17, 23 47:21 49:5 57:16,21 63:22 67:10 69:20,24 72:17 84:24 108:24 109:19 112:2 122:12 130:10 136:16 139:12 152:12 stip 28:19 stipulation 5:7 33:10 80:25 85:22 86:2 117:18 121:1,2 stone 135:18 stop 33:9	Storm 10:13, 14 47:15 story 24:9 35:19 straight 51:1 164:11 strategies 112:16 121:25 122:3 strategy 7:9 68:14 69:18 89:6 123:7 street 35:21 strenuously 48:9,22 strict 81:17 strike 65:15 strong 10:11 strongly 49:19 structure 68:17,21 105:21,24 106:9,17 116:9 120:3 149:6 152:8,9 structures 152:13,14 studies 70:5, 17 96:4 111:13 study 6:14 7:5 24:13 66:18 73:9,20 115:8 117:9 141:6,7 style 80:14 sub 101:8	subissue 131:19 subject 13:18, 22 115:21 submission 79:9 submit 37:8 74:4 submits 5:12 submitted 116:18 140:18 subsequent 35:15 subsidiary 151:17 substantially 18:23 132:9 154:19 157:15 159:25 substantive 10:25 substation 101:9,10 subsumed 61:3 suburbs 148:25 such 6:2 82:22 97:17 suffice 151:3 sufficient 47:15,16 76:8 85:1 suggest 24:5 81:20
--	--	---	---	--

suggested 129:16	60:4 62:1,4 65:23 71:11 77:16 78:15 79:2 80:1,13 82:3 83:7 84:11 87:20 88:8 95:3 96:7 98:25 101:15 113:16,24 118:17,21 120:5 121:25 126:7 134:11, 24 142:10 143:6,8 150:12 155:25 162:3, 13,22	110:5,9,10 161:19,24 162:7,9,14,15 163:15,17	139:23	34:10 51:1 87:10 101:21 106:2 136:1 164:15
suggests 22:11		systems 162:2 163:17	talked 42:25 62:5 69:13 91:25 109:24 115:8 118:3 123:23 124:13 130:6	telling 40:20 85:25 86:11 119:16
summary 47:1				
summer 44:15 107:24 134:19 135:9, 14 138:9		T	talking 29:7 41:5 46:15 77:12 85:13 118:25 139:20 144:25 149:21,22 151:24 164:10	ten 24:11 28:7 52:2 100:4 129:18
summers 109:6		table 18:9 20:20		ten-year-old 35:8,9
Summit 148:25		take 8:9 14:3 20:16 25:15 28:25 48:23 49:7 52:7 53:3 66:3 67:3,18 68:12 74:14 75:2,9, 12 79:15 82:23 88:5 101:10 108:2 118:22 125:11 163:22 165:25 166:1	talks 109:4	tend 133:15
super 122:20			tangible 9:23	tender 55:13 90:3 105:6 127:1,8 133:7 155:7 158:3 160:17
supervisor 131:14	surface 22:23		target 75:2	term 28:18,20 29:24 30:15 32:24 44:14 60:14 73:2,15 74:10 76:13 95:15 99:22 114:25 124:2 128:5 129:22, 25 133:17 134:5,16 139:5
supplement 160:10	surpassed 12:11		tariff 58:13,23 59:2,8 61:4,7, 9,14 71:23,24 72:2,16 73:2, 12,25 74:5 80:20 81:3,9 94:23 95:19 100:8,11,12 141:4	
supplemental 154:9,14 155:1 157:7, 22 159:11,12, 16 160:8	surrounding 25:8 42:2 58:25		tariffs 59:6 80:19 82:6	terms 26:13 32:3 58:24 59:3 61:7,13 71:18,24 72:4 73:24 99:10, 23 124:4 141:2,9 148:14
supplied 10:7	surviving 151:20,22	taken 19:19 20:6 23:22 50:14 69:15 79:1 81:16 115:10	team 22:24 107:15	territory 21:8, 13 27:4 50:5, 7 100:25 138:3
supply 7:16 123:8	suspect 141:2 145:20	takes 19:14 53:4,24 58:25 88:16 103:13	teams 70:4 92:2 111:14	
support 6:20 24:8 96:14	swear 125:19	taking 51:19 53:1 65:6 66:15 70:20	technically 72:18 114:21 151:25	
supposed 86:13	sworn 54:2,3, 5 88:17,18,20 103:15,16,18 125:21,22,24 130:21,22,24 153:15,17 156:9,10,12 158:18,19,21	talk 27:15 28:21 30:1, 16,18 44:6 45:9 59:3 109:15	tell 22:7 25:9, 10 26:3,20 28:17 29:23	
Supreme 32:13	sync 119:19			
sure 18:8 19:19 27:14 41:21 46:7 48:10 49:20 56:21 57:8	system 12:3 93:12 103:1			

testified 13:20 54:6 82:20 86:9 88:21 103:19 120:24 125:25 130:25 143:9 153:18 156:13 158:22	Texas 10:7 than 10:9 12:23 15:12, 24 19:1 22:8, 11 27:5,10 28:9 33:3 34:22 35:6 45:14 46:16 49:2,4 50:21 111:17 112:7 118:22 119:9, 10 121:11 123:9 124:16 134:2 138:10 146:24 150:25 156:1 164:19	11 103:3,4,8, 9,20,22 104:25 105:5, 7,9,11,13 106:20,21,23 110:15,17 112:20,22,24 113:1 115:13, 23,25 116:2 125:4,6,7,13 126:1 127:3 128:9,10,12, 14,15 130:18, 19 131:1,3 132:6,21,25 133:6,8 135:24 139:15,16 141:14 147:9, 10,13 150:3, 6,9 152:22, 23,25 153:7, 10,11,12,19, 21 155:9,11, 13,17,19 156:14,17 158:5,7,9,13, 15,23 159:22 160:19,21,23, 25 162:23 163:1,4 165:3,4,16, 17,18 166:5, 14,15	36:7 38:5,8, 13 39:13,16, 23,24 40:18 41:25 43:1,24 44:20 49:4 50:24 52:2 57:2,3 58:24 60:1,12 61:15 62:2 64:13 65:14 68:11, 23 69:25 70:1 73:22 74:5 76:6,7,15 78:8 79:19 80:25 84:8,20 85:2,19 86:11 91:8 92:14 97:2 98:10,13 100:14 102:24,25 107:12 108:4 112:13 113:19 115:13,24 116:22 118:24 119:11 123:5 124:20 127:18 129:10,21 132:1 134:8,9 136:3 137:22 139:23 140:19 142:14 143:5, 7,12,23 144:4,12 145:13 147:8 149:6 153:7 154:14 157:6 159:10 161:25 162:1 164:19,20 165:2,15	them 22:19 26:20 39:23 40:16 41:13 44:5 45:8 46:22 47:13, 25 48:15 62:3 97:23 108:17, 21 111:16 114:24 117:19 120:21 134:4 138:20 152:3 163:22 themselves 62:14 136:21 138:7 148:15 then 24:17 30:1,10,16 35:11 38:7,12 50:6 52:21 53:13 61:13 64:19 65:25 66:1 70:21 73:8,18 84:2, 9 95:14,18 96:8 100:9 103:3 107:11, 25 110:4,25 114:5 124:24 127:2 132:18 133:23 134:2 135:5 137:21 147:23,24 149:11 152:16 162:15,17 theory 24:8 there's 23:21 29:3 30:11 35:3 40:2 45:9 48:7 59:4 61:4,5
testifies 9:22 testify 8:11 125:17 156:8 testimonies 104:17 154:13 testimony 7:6,23 11:2 15:13 19:3 26:10 28:23 29:6,17,19 41:3,25 44:10 50:15 53:6, 14,16 54:19, 23,25 55:9 89:9,13 97:17 104:8,11,14 107:7,23 109:3 121:4 122:15,25 126:13,14,15, 19,22 130:6 132:3,4,8,12, 15 134:10 140:19 143:18 154:10,18 155:1 157:6, 8,11,14,22 159:9,11,12, 17 160:8,11 165:23	thank 3:20,22, 24 4:2,5,10 17:8,10,11,14 20:11 25:16 31:1,3,4 49:9, 24 50:1 51:11,12,14, 25 52:10,13, 23 53:25 54:1,7 55:8, 24 56:1,4 60:3 61:15,19 65:7,8,9 69:2, 5 70:9,11 71:3,5 75:16 76:17,21,24 78:12,14 80:3,5 85:7,8 88:11,13,14, 22 90:5 91:8, 10,12,14,16, 17 92:13,17, 20 93:22 94:1,3,4 99:2 100:14,16,20 101:22 102:1,	thanks 158:11 that's 3:9 13:15 20:10, 25 27:18,19, 24,25 28:1 29:7,19 30:11,12 31:14,24 32:11,13,20		

64:19,20 78:17 79:6,20 80:24 81:15 85:3 107:6,7, 23 109:2 114:17 127:16 130:3 137:16,21 144:20 152:5 153:4 162:18 164:2,17 therefore 16:12 35:4 these 12:25 17:22 22:14, 18 25:14 28:15 29:2,13 44:21 67:16 71:9 80:10 97:11,14,22 102:16 111:13 117:21 they've 38:21 42:14,23 43:3,7,13 45:14 91:5 109:7 118:5, 8,9,13 145:18 thing 27:24 34:4 41:4 45:4 46:3 64:22 67:23 69:8 74:8 85:18 87:25 118:2,24 119:4 things 19:22 22:8 25:21 27:1 38:19 41:12 51:22 64:18 76:23	80:13 82:1 84:10 86:21 87:10 113:4, 13 117:3 121:22 128:7 think 4:13 26:15 27:11 28:16 29:12 30:11 35:2,16 36:8 37:10,16 44:10 46:7 49:3 51:3 56:21 57:10 61:24 62:13, 15,20,23 64:2,11,12,14 66:11 68:6,19 70:18 71:5,14 74:18,21,23 75:1,16 76:2, 11,14 78:25 79:5,6,10,14 81:23 82:8, 10,20 83:2 85:2,5 86:6,9, 15 87:3,4,6,7, 14,17 92:8,14 99:1,2 105:21,25 109:2,8 110:23 114:6, 7 116:17 117:1 118:2, 3,4 119:20 120:23 122:8, 14 123:15 129:5,9 130:3 133:20 134:10 135:24 137:9 140:10 141:5, 10,22 142:1 143:1,10,16 144:22 145:1,	16 146:13 147:8 148:7 151:9,10 152:19 161:7, 13 164:10,17 166:2 thinking 60:13 99:25 third 9:7 15:6, 14 23:5 122:16 this 3:3,9,22 5:1,4 6:1,3, 10,20,24 7:22 8:4,14,23 9:10,11,15 10:21 11:3,5, 7 12:21 13:15,20,25 14:19,25 15:14 17:25 18:9 20:3,7,8, 11,12 21:1 22:1,15,21,22 23:20 24:9,13 25:13 26:2,5, 10,13,15 27:13,24 31:14,17,21, 23,24 32:4,6, 21,25 33:2,3, 7,15,16,18,22 34:5,11,21 35:14,17,19 36:1 37:17 38:1,16,21 39:5,21 40:6, 11 41:1,2,4,7, 10,13,15,19, 21,25 42:2,4, 5,15,24 43:17 44:2,9 45:6, 10,11,18	46:5,17,19 47:9,12 48:4, 10,11,22,25 49:5 54:19 55:13 56:17, 22 57:12 58:18 60:16, 22 61:13 62:18 63:2, 13,14 64:21 66:4,6,8,13 67:5,8 68:6 69:12 70:1,19 74:13,21 75:6,23 76:1, 12 79:3 80:14,16 81:1,5,8,11 82:4,6 83:8,9, 17 84:5,17, 22,23 85:6,17 86:7,18,24 87:11,12,13, 17,18 89:9,22 92:9 95:4,6 97:15 98:13, 19 99:9 100:2,3 101:8,11 102:15,20 104:8,23 106:2 109:3,9 110:6 112:4, 10 114:15 115:8,9 116:21,22 117:3,4,6,7, 15,20,24 118:1,4 119:11 120:6, 23,24,25 121:3,5 122:11,16,17, 19 123:2,16	124:3,6,14 125:8 126:12, 25 127:15 128:16,25 129:7,11,16 131:19 132:11 133:16 135:16,17 136:15 137:17 140:12 144:8 147:17,18 150:12 154:24 157:6, 20 158:13 159:9 163:1 166:14 those 10:16 11:7 13:13 30:21 32:4 38:19 43:3 45:7 46:24 48:21 49:14 57:20 58:1,5, 9 59:1,7,10 61:1 62:21 63:11,23,25 64:3 67:3,12 68:9 69:22 70:2,5,7,19, 22 71:24 72:3 75:7 77:14,21 78:7 79:19,25 82:24 83:4 87:2 90:21 93:4,10 94:20 95:4,20 102:17,22,23 104:17,20 108:20,23 109:14 111:6, 14 112:14,16, 23 113:15
--	--	---	--	---

116:1 118:13, 17,19 121:8 122:6 123:18 127:4 129:22 130:11 131:24 132:22,23 133:1,23 134:16 137:21 138:11,24 139:3,5,9,10, 12 144:23,24 148:14 149:2 150:4 154:21 157:17 164:21,23 though 28:9 39:11 43:21 82:4 97:11 115:15 117:25 thought 97:20,21 102:6 107:15 108:14 124:3 thousand 115:1 threat 38:22, 23 threaten 19:17 threatening 122:19,21 three 6:18,21 7:2,24 8:3 11:1 13:12 18:19 22:21 25:21 26:2 27:3,9 28:8 30:21 39:22	42:13 45:8 46:14 73:17 100:3 152:14 through 7:15 10:17 13:1 14:4 18:25 24:14 31:11 35:18 45:8 47:18 48:20 50:5,6 57:24 58:2 59:6,15 60:2 61:9 70:4 72:16,20 73:9,20 78:22 95:5 96:2 100:9 101:11 107:11 110:9 114:9 124:20 139:8,11 144:19,24 163:25 164:4, 24 throughout 59:18 95:6 148:6 thrown 35:2 thus 8:5 18:15 tie 93:18 101:19 Tim 4:8 25:20 time 3:12 12:4 16:8,11 18:10,21 20:8,25 21:1 22:1,5,9,15 26:13 27:25 28:2 42:8 43:11 57:25 66:17 69:13 73:20 75:6,11 76:12 78:13	79:17 84:18 89:22 96:8 98:19 99:16 104:23 106:16 107:8, 12,20 108:13 112:8 113:9, 14 114:8,9 116:18 117:7 119:2 122:16 123:25 125:8 126:25 127:16 132:11 133:24 134:17,24 135:3,11,22 136:20,22 137:3 138:19 139:11 144:14 146:13,22 147:23 148:18 151:8, 13 152:13 157:20 160:10 timeline 20:9 21:1,19 22:23 24:9,21 148:3 timely 16:5 times 21:24 22:18 48:6 62:8,9,12,25 107:13 123:22 136:20 title 54:15 131:13 to 3:6,9,13 4:11,25 5:2,3, 4,9,13,14 6:3,	12,21,23 7:5, 8,11,18,20 8:9,12,13,14, 20,21 9:1,4,7, 9,14,17,20,23 10:18,21 11:3,5,6,13 12:5,8 13:8, 18,22 14:3,6, 14,16 15:2,6, 18,21 16:5,7, 8,9,17,23 17:4,6,16,17, 19 18:3,8,9, 10 19:2,4,13, 14,21,23,24 20:5,6,8,9,11, 12,13,16,19, 20,22 21:16 22:14,21,25 23:1,3,4,8,9, 12,15,19,20, 22 24:12,15, 18,21,24 25:1,4,5,9,10, 11,13,14,21, 22,25 26:3,7, 14,16,17,18, 21,25 27:4, 12,20,21,23, 24,25 28:1,3, 10,12,14,18, 22,25 29:1,3, 10,18,21,23 30:1,2,7,8,14, 15,16,18,19, 24 31:9,11, 13,16,17,18 32:1,9,16,19 33:1,2,9,10, 12,16,18,19, 21,22,23 34:1,3,4,6,9, 10,14,18,20	35:5,6,9,11, 12,13,17,18, 20,24,25 36:3,4,6,9,10, 12,16,18,25 37:4,5,6,8,11, 15,22 38:1,3, 6,7,10,11,17, 21,24 39:3,5, 6,11,12,15, 17,19,20 40:3,6,7,8,9, 10,11,12,13, 17,21 41:1,4, 5,9,10,13,14, 17,18,19,21, 22,24 42:3,6, 9,11,14,15,24 43:4,8,9,14, 16,17,18,20 44:1,9,18,19, 22,24,25 45:5,11,12, 24,25 46:3,4, 9,13,17,18, 19,22,24 47:1,2,9,13, 17,20,22,25 48:2,8,10,12, 15,17,20,22 49:2,20,21,22 50:8,10,16, 18,23 51:1, 15,19,22 52:5,15,16,17 53:1,3,5,7,10 54:18,22 55:2,10,20 56:16,18 57:4,5,7,11, 13,16,17,21, 22 58:4,6,7,9, 10,23 60:11, 14 61:12,24,
---	--	---	---	---

25 62:3 63:5, 8,9,10,14,15, 16,19,20,22 64:1,3,4,7,9, 12,17,20,22, 25 65:1,2,5, 16,17,21,25 66:1,2,6,13, 14,15,16,18, 21,23,24,25 67:3,5,7,8,9, 11,12,22,23 68:1,2,10,11, 17 69:18,21, 22,25 70:2,7, 22,25 71:1, 12,16,17,20 72:19,23,24, 25 73:2,4,8,9, 19,20 74:10, 12,17,20 75:2,3,5,6,7, 8,12,21,23,25 76:2,4,5,10, 12,15 77:4, 12,21 78:1,16 79:7,8,15,24 80:10,11,12, 19 81:9,17, 19,20,24 82:3,5,9,15, 17,19,20,23, 25 83:3,7,8, 10,12,13,14, 18,19,22,25 84:2,4,6,12, 13,14,16,21, 23,24,25 85:4,6,14,17, 20,25 86:1,3, 6,7,10,13 87:5,11,14, 16,19,22,24, 25 88:6,8	89:12 90:13, 14,17 91:1, 23,25 92:10, 12 93:1,2,5, 10,15,18 94:24 95:1,7, 8,11,12,15, 16,17,24 96:4,5,7,9,11, 12,14,18,20, 22 97:3,6,11, 13,14,15,23 98:5,9 99:13, 14,16,19,21 100:2,3 101:1,2,3,4,9, 10,11,12,13, 14,18,19 104:13,16,20, 24 105:22 106:8,11,13, 16 107:14,16, 20,21,25 108:2,3,18, 20,21 109:7, 10,11,14,22, 23 110:3,4,6, 8,10,11,12, 24,25 111:1, 5,7,9,10,12, 15,20,22,23 112:2,4,5,6,9, 12,15,17 113:3,7,16, 20,23 114:5, 7,12 115:2,3, 12,20,21 116:7,23 117:6,7,11, 13,14,15,17, 18,19,22,25 118:11,15,20, 21 119:1,3,8, 10,12,14,15,	19,21 120:2, 4,19,21,24 121:2,16,25 122:1,2,3,4,8, 14,15,17,20, 22,25 123:1, 4,6,8,10,12, 13,19,25 124:1,8,9,13, 15,21,22,24 125:2,8,9,17, 20 126:18,21 127:1,4,21 128:2,4,5,25 129:2,3,18, 21,22 130:4, 9,12,21 131:22 132:12 133:1, 15,21,22,23 134:1,3,5,7, 11,12,15,20, 21,22 135:4, 11,20,25 136:2,3,8,9, 10,14,21 137:17,21,22 138:10,20,24, 25 139:1,3,4 140:12,19,23 141:7,21,22 142:17,20 143:6,9,11 144:8,10,23, 24 145:2,5 146:4,5,8,9, 18,23 147:4, 18,21,23 148:5,6,7,9 150:5,12,24, 25 151:3 152:17,20,21 153:13 154:7, 17,21 155:2	156:8 157:5, 10,13,17,23 158:17,18 159:8,15,20, 24 160:4 161:9,10,18, 22,23,25 162:1,3,6,7, 17 163:12,13, 20,21,24 164:4,7,17 165:10,13,25 166:1,8 today 4:23 6:8 13:15 14:11 17:16 20:21 22:6 24:25 41:12 59:5 61:4 66:3,15 67:13 73:14 75:8 79:5 90:23 95:18 101:21 109:1 110:1 111:13 114:21 119:9 126:22 127:15,24 129:5 130:2,7 132:8 136:18 154:8,18 157:14 159:24 today's 3:3 6:15 11:15 told 22:17 64:25 65:2 96:1 118:9 tomorrow 67:15 too 25:4 47:22 68:11 83:24 93:3 123:16	150:12 152:20 155:15 164:10 166:10 took 59:12 106:17 114:3 top 46:22 48:18 90:25 161:15,17 tornado 57:16 63:21 tortured 57:3 107:6 total 21:24 138:5 totaling 16:1 touch 46:3 touched 33:15 tougher 115:8 toward 20:13, 14 towards 111:9 125:2 Tracy 3:23 tradition 42:22 traditional 148:11 traditionally 6:1 train 31:10 trans 56:23 transacting 92:4
---	---	--	--	--

transaction 56:25 62:19 72:19	70:8,23 71:17 78:4 82:17 83:12,14,20, 21,25 84:5,25 90:15,18 91:1,5,23 92:1,5 93:1,2, 5,13,18 94:24 96:4,10 99:15,20 100:1,9,13 101:7 102:17, 23,25 103:1 108:3 109:18, 24 110:2 111:21,22 112:3,10,18 119:5,12 123:4 124:8, 19,21 128:23 129:8,14 134:13,18,21 135:6,8,19 137:12,14,20, 25 138:6,11, 21,25 139:7, 12 141:4,7,8 142:16 143:12,14,22, 25 144:11 147:2 161:13, 18 162:2 165:11,14	23	turned 63:1	134:21
transactions 6:2		tree 7:22 55:1	tweak 148:24	un 72:13
transfer 60:24		trends 7:1	twice 18:22 62:10,11	unable 138:10
transformed 58:23		tried 23:19 122:14	two 8:2 10:22 11:12,23 12:15 19:1,25 21:20 25:24 27:5,7,22 32:5 38:19 43:3 62:12,24 73:16 78:7 94:20 97:3 101:13 106:5 112:2 113:15 117:3 137:13, 16,18,25 138:11 139:11 149:8 151:6 152:1,2 153:4	unanimous 5:7 117:6,12
translates 39:5		triennial 6:16		unavoidable 29:20
transmission 5:9,15,22 7:19 9:16 10:7 11:21,24 12:3,5,7 13:19 14:19 15:2 16:6,23 17:6 18:4,6, 15 19:10,13, 22,24 21:23 22:3,15 23:2, 4,14,17 24:1, 16,18 25:25 26:8,22 27:18 28:4 29:2,14 30:6 33:16,20 34:6,11,18 35:13 37:6, 12,18 38:8, 18,25 39:2,7, 9,18,23 40:5, 8 41:7 44:18 46:22 48:15 55:6 57:11, 13,20 58:5,9, 10,21 59:11, 14,17,18,21 61:8 62:8,16 63:11,16,17, 23,24 64:4 67:4 68:10 69:20,22,25		tries 146:8		unaware 133:16
		trouble 57:4		unclear 130:10
		true 18:16 35:19 55:9 85:15 104:20 121:6 141:23 154:21 157:17 160:3		uncomfortabl e 166:12
		true-up 15:16		under 10:2 14:7 15:4 16:10 55:1 57:20,21 63:17 64:2 66:4 73:11 74:4 81:16 84:13 89:19 95:19 112:19 121:8 128:22 137:7 139:22, 24 140:22 141:8 146:19, 22 147:24 151:1,14
		try 37:11 67:22		
		trying 14:14 58:4 81:17 85:25 87:16, 22,24 88:8 114:5 123:25 164:17	type 118:24	
		TSA 5:24 6:6, 20 8:4,10 9:8 11:10 13:6,17 14:2,23,24 15:3,8 16:17	typical 84:13 144:17 145:4	
			typically 146:3,8 163:17	
			U	
		turbines 9:4 107:10 138:20 142:4, 5	Uh-huh 62:7 77:8 150:7	underlying 69:19
transmit 101:11			ultimate 124:10 133:21 136:4, 10	understand 26:25 31:19 49:21 73:1 78:12 79:9 80:13 83:8 84:2,9 108:15
transparent 78:19		turn 13:25 25:6 49:22 67:14 107:14	ultimately 74:22,23 106:15 107:16 108:5	understandin g 49:19 50:9 71:21 72:9,15 73:7,23 79:4
transportation 10:9		turnaround 28:6,8		
travels 164:4				
treat 82:16,18 83:13 84:17,				

95:2 108:12 114:16 128:21,24 129:1,25 132:13 139:21 140:22 143:20,23 144:7 understood 82:18 163:11 undertaking 82:25 83:4 undertook 24:12 unfortunate 36:1 Unfortunately 13:13 unique 106:5 unit 21:7 131:14 138:17 United 138:21 148:6 units 21:2 133:22 134:4 137:23 138:2, 7 unless 39:2, 14 166:11 unlike 163:14, 16 unreasonable 30:2 unresolved 117:14 until 14:23	31:25 43:12 52:7,10 66:12 95:7 102:6 112:9 125:12 139:25 141:24 142:7, 12 149:3 unusual 31:11 unwinding 107:17 up 14:23 21:2 23:1 27:19,24 30:7 31:10, 17,24 34:3,16 35:22 41:12 43:15 47:21 49:20 51:1 59:13,18 60:13 61:12 63:24 72:18 73:25 75:10 77:4 79:8 82:10 86:24 90:22 92:19 93:6 95:7 101:3 102:9 106:17 114:1, 14 117:4 123:7,25 134:16 136:21 139:3 141:22 147:18,19 150:22 162:19 164:11 update 6:17 upgrade 101:10 upgrades 96:13,19	139:2,10 140:7 upheld 34:7, 20 upon 61:6 97:3 136:19 145:23 upset 42:20 urge 48:21,22 urgency 19:17 urgently 19:19 urging 48:10 Uri 10:13 47:15 us 3:16 4:21 22:21 23:20 25:1 28:19,20 29:24 31:24 34:10,11,17 35:12,13 39:6,9,12,17 53:5 57:12 65:17,18 67:11 68:6,11 69:24 76:9 83:25 88:7 109:13 112:2 115:20 117:18 118:9 119:2,4,14, 16,21 121:16 122:2,8,22 123:1,6,9 124:7,15,22 158:16 use 44:18 76:13 110:24, 25 111:6,8	113:20 133:23 134:23 used 23:11 50:14 uses 18:18 using 35:5,7, 9,12 37:15,17 41:6 70:22 123:12 133:24 145:10,18 usual 145:1 Utilicorp 151:1 utilities 86:14 106:9 151:6 152:2,12 utility 16:10 34:11 94:11, 16 129:20 131:14 136:16,17 139:24 140:23 146:15 148:11,12 154:6 utility's 145:23 146:4, 5,20 utilized 44:13 107:24 V Vaguely 91:7 valuable 8:14 44:7	valuation 15:19 17:7 value 8:15 11:17 12:23 15:12,17 30:6,7,9,10 111:25 115:20 125:2 valued 21:2 Vandevelde 7:9 9:22 10:4 11:15 12:25 58:15 59:9 61:2 71:20 72:14 73:6,21 79:2 88:16,19 89:2,8 92:23 93:24 94:10 98:3 99:13 103:9 140:16 141:5 Vandevelde's 109:3 vast 11:2 Veatch 6:12, 14 Veatch's 7:4 verify 128:25 versa 152:16 version 33:18 53:16 56:16 114:23 132:15,16 versus 65:22 127:22,23 142:1 163:14 very 31:19 32:9 35:1,3 46:3 48:24
---	--	--	--	---

62:24 79:16 85:7,18 88:14,22 103:3,10 116:25 121:18 125:7 130:19 153:12 155:17 158:15,23 165:13,18 166:14,15	walked 24:14 want 17:19 18:10 20:16 21:14 25:4,21 28:12 30:18, 19 33:22 34:1,14 41:1, 4,21 44:1,9 45:11 46:3,13 47:9 49:22 50:18 53:7 63:9,10 72:23 73:8,18 75:25 77:4,11 78:16 80:10,12 82:9 83:7 87:25 88:1,6 113:3, 16 122:20 130:4 133:15 134:11 143:6, 9 150:12,24 152:17 160:9	35:16 38:23 39:24 40:18 53:11 63:19, 20 73:24 82:5 108:21 145:13 161:19 164:3 we 3:3,17,18 4:12,21,22,24 20:15,18,22 23:15 24:4 26:12,13,16, 24 27:11,15, 16 28:11,12, 14,15,16,17, 21,22,25 29:12,23,24 30:1,4,5,7,10, 16,23 33:4,8, 18 34:1,17 37:17 38:7,16 39:7,10 40:3, 14 41:19 43:4 44:1,2 47:14, 15,16,23 48:7 49:6 51:13, 15,19 52:8,9, 22 55:20 58:9 59:3,23,25 60:15,16 61:10,12 63:4,9,10,12, 13,15,16,22, 24 64:3,8,9, 14,17,18 65:19 66:2,3, 6,10,11,13, 15,16,18,21, 22,24,25 67:4,7,11,12, 14,16,21 68:6,9 69:21, 22 70:2 73:14 74:6,7,9 75:1,	2,3,6,7,8,12 76:2 77:11 79:4,5,15 82:19,21,22, 23,25 83:2,3, 4,5 84:11,12 87:11,13,20, 23,25 88:4,8 90:23 91:25 95:5,7,8,10, 11,14,15,17, 18,19 96:7,9 99:19,24 100:1,2,3 103:11,13 106:10 109:11 110:7, 8,10 111:14, 21 112:1,2,9, 14,16,17,18 114:6,7,25 115:3,4,8 116:18 117:8, 9,10,13,14, 23,25 118:9, 21 119:2,3,4, 16 120:20 121:12,14,21, 22,25 122:20, 22,23 123:6, 11,21 124:3, 12,14,22,23, 24 125:11,12, 13,16 127:17 129:5,6,7,8, 21 130:7,13 132:13,17 134:24 139:23 142:12,19 143:1 147:11 148:11 153:13 156:6 165:21 166:3,	13,15 we'd 66:17 129:22 132:11 133:6 we'll 4:23 29:24 39:24 52:6 103:14 153:13 156:4 we're 4:21 26:18,21 27:21 30:22 31:13 36:20 37:20,23 38:13 40:8 41:5 42:6 47:24 48:3 52:10,14 58:19 63:3, 11,25 64:3,4, 19,23,24 65:2 74:22 75:4,5 79:6 84:20,22 85:18 87:16, 19,21,22,24 88:1,2,8 109:24 117:23 118:15,17,24 149:21,22 we've 26:9 28:25 30:1, 14,15 31:15 33:14 37:13, 14 38:9,15 58:18 64:1 78:23 86:7 92:10 111:11 119:3 121:17 122:14 123:21,23 124:2,12,13 162:19
viable 66:20 92:7,9 93:1 vibrate 162:16,17 vibrating 161:21 vice 6:25 7:16 54:16 104:5 152:16 view 29:8 123:1 viewed 95:18 views 118:7 121:5 virtue 100:7,8 voice 147:6	wanted 20:13 21:5,7 37:25 41:13 73:19 96:5 113:23 115:14 121:25 138:20 148:6 wanting 67:8 wants 33:19, 24 36:3,16 warning 62:3 warrants 5:25 water 161:16 163:14,16,17, 20,23 164:2 waters 150:25 way 25:10 27:16 31:20			
W				
wa 57:11 wait 66:12 waited 20:11, 12 walk 39:7 40:8 41:9 50:21 78:22				

weather 10:6 12:18	164:12	24 88:1,3,5,9 89:5 90:14,17 95:2,22 99:15,19,21 101:9 104:4 106:2 107:14 110:5 111:11, 17 112:7 114:4 115:7, 16,17 117:8, 21 118:22 119:8 122:12, 20,22,23 123:19 124:16 125:2 126:8 128:5 129:6,8,9,22 130:1,2,7,13 131:24 133:20 134:25 136:13,23 141:1,5 147:20 148:22 154:3 157:1 161:8 162:1 163:11	25:18 27:13 29:20 31:6,19 32:15 34:15 35:21 36:22 41:23 42:10 44:6,23 47:10,13,19 48:1 49:25 54:8 56:25 57:1,24 58:3, 22 59:3 62:6 70:3 71:18 86:18 90:21, 22 95:21,22 99:13,25 101:7 103:21, 25 105:15 108:9,11 109:15 111:25 113:9 114:2 117:8 118:13 119:25 120:20 124:21 126:2 131:2 134:23 138:14 139:22 142:8 148:24 149:21,22 150:1 151:11, 24 153:20 156:15 158:24	61:12 63:4,25 64:24 67:11, 19 70:23 74:21 75:22 84:9 97:7 99:14 101:15, 20 108:4,19 111:14 112:10 117:23 119:2 121:18 123:2, 3 126:8 129:12,15 131:11 133:22 138:21 140:13,15 150:4 161:23, 25 163:12,21 164:15
website 98:14	West's 19:21 44:25 45:2 46:6 115:15			
weighted 23:21	Westar 149:12,14			
weird 35:17, 18	Western 32:12 34:7,8, 9,12			
well 16:18 27:6 34:16,23 36:20 38:6 39:8 40:7 43:2,9 47:25 48:22 51:3 53:15 58:13 62:13 63:5,12 77:23 80:24 81:19 83:6,23 84:9 85:23 97:20 99:24 101:6 122:14 123:17 126:14 129:5 144:7 162:20 164:11	what 8:8 11:9 12:12,23 16:10 17:19, 20 19:11 20:4 21:4,14 22:25 23:13 24:12, 25 26:5 27:12 28:2,3,12,15, 16,23 30:22 32:9,15 33:14 37:5 38:18 39:5,16 40:12 41:2 45:5 46:5 51:2 54:15 55:21 56:19 57:22 58:16,25 59:1,7,10 62:21 63:8,11 64:14,19 65:18,20,25 68:8,22 71:18 72:13 73:1 74:13 75:13 78:2,4,8,10, 21 79:9 81:17,21,23 82:15,18,20 84:3,8,11,20 85:13,14,21, 23,24 86:1, 11,12 87:7, 11,12,13,16,	what's 27:14 109:8 131:13 134:8 137:15 161:20		
went 36:2 59:13 69:23 70:5 147:21, 23		whatever 27:2 38:3 40:10, 14,21 82:24 88:4 100:7 141:3,9 161:22		
West 3:5 4:24 19:16 23:25 24:23 42:12, 22 44:21 45:6 50:8 94:10 104:9 107:22, 25 108:2 119:21 123:13 136:17 137:19 138:4 142:6 148:12, 14,19 149:5, 7,20 150:2		when 4:16 8:20 10:18 11:10,18,20, 22 17:13 21:14,21 23:25 24:11	whenever 79:18 88:23 142:12	whereupon 166:17
			where 5:19 17:2 20:18 30:5 32:14 33:5,21 35:14 44:15 50:8, 17,19 54:13	whether 15:1 40:4 57:13 60:16 81:15 83:11 95:8 106:7 108:1 130:10 146:21 162:10
				which 4:24 6:8,9 7:5,19, 24 8:4 10:8, 23 14:24 20:15 23:3 27:3,5,7 28:24 31:20 35:8,24 53:15,17 54:19 60:13 66:22 68:15 74:16,20 84:19 89:9

98:4 104:9 108:2 115:20 118:11 136:1, 24 139:22,24 141:25 144:14 149:12 150:15 154:8, 9 while 11:1 14:21 22:19 75:25 135:14 Whipple 3:15, 16,20 4:16, 18,20 17:10, 11 18:11,12 20:4 24:14 51:17,25 52:2,16,18 53:5,12,25 103:22,24 104:23,25 105:5,7 116:2,4 120:8,9,22 125:4 Whipple's 21:21 97:4 who 7:1,4,11 10:25 17:21 42:1,3 45:6 90:14 93:4 113:17 114:2, 3,18 121:2 138:18 161:23,24 Who'd 93:6 whole 41:4,16 whom 89:3 104:2 154:3 157:1	why 7:17 9:19 21:15 26:25 27:1 30:23 37:10 41:4 44:3 47:23 59:13 62:11, 15 63:3 64:10 66:10 72:10 85:19 92:8 107:4 112:13 129:21 will 4:13 5:17 12:20 14:4 15:21 17:1 19:22 22:7 32:7,21 33:5 38:24 39:7,8 40:14,18,23 45:11,15,17, 25 47:8 51:23 52:9,23 53:2 59:7 65:1 66:4 68:5,8 71:1,18,19 74:22 75:12 81:9 83:11 84:4,24 85:6 88:5 90:15, 21,24 95:14 97:5 99:8,24 103:11,14 123:6 124:6,9 125:12 126:13,15 129:8,9 154:12 155:7, 21 158:16 willing 18:8 20:20 38:25 willingness 20:19 wind 47:20,23	window 124:20 winter 10:13, 14 47:14 138:8 wires 101:13 wishing 4:11 with 3:14,16 4:13,20,21 5:10 6:9,11 7:6 8:2,6,9,25 9:3,13 10:17, 21 11:9,21,24 12:15 13:20 15:14 16:2,24 17:16,19,20 18:5 19:1,5, 18 20:2,24 21:6,17,23 22:25 23:11, 16,24 24:13, 21 26:9 27:22 28:14,18 33:5,13 36:3 40:17,23 41:11,15,22 45:24 48:7 49:7,20 51:18 55:8,21 56:23 57:19 58:4,21 60:25 61:4,5, 11 64:15,21 65:4 67:16 68:25 72:6 73:10 80:14, 24 81:3,5,7, 18 82:11 83:20 84:18 86:24 91:4 92:4 93:8 96:20 97:10 101:6 108:18	109:13,17 112:5 113:7, 8,10 114:9, 12,17 115:6, 11,15 116:5 117:1,4,5 118:8,10 119:18,19,23 120:12 123:7, 16,25 128:3, 25 129:15 131:15 134:7 135:14 137:11 138:15 140:5 143:14 144:20 146:1 147:24 151:19 152:2, 4,11 153:14 161:10,16 164:8,18 166:12 within 8:22 9:9 59:8 68:14 90:18 91:4 126:22 129:18 140:1 without 18:6 23:12 96:18 108:22 109:14 witness 13:16,19,21 15:13 19:3 21:17 22:6 51:16 52:15 53:4 54:3,5 55:13 88:18, 20 90:4,12 95:3 97:11 99:9 103:11, 16,18 105:6	118:3 120:16 125:22,24 127:8 128:16 130:20,22,24 133:7 140:10 141:2 153:15, 17 155:7,22 156:10,12 158:3,13,17, 19,21 160:17 161:10 163:2 165:20 witnesses 6:24 8:11 11:14 16:16 153:13 won't 24:23 word 54:24 words 40:13 work 54:13 111:15 114:19 121:23 works 36:25 38:23 worry 34:21 worse 22:12 35:25 39:19 44:8 47:6 worth 66:14 67:13 would 3:13 9:4 13:25 14:24 15:11, 19 16:10 26:11 30:8 31:7 35:5 37:11 38:2 40:12,14,21, 24 45:4
--	--	---	---	--

49:18,19 50:18 51:2, 17,22 52:22 53:5,13 57:16 58:21 60:14 61:14 63:22 66:17 69:12, 20,24 71:20, 24 72:6,9,10, 20,23,24 73:17,20 74:8,11 75:25 76:2,3 77:16, 18,20,24 78:9,20 79:7, 15 80:24 81:3,7,14 82:16,18 83:23 84:17 87:11,13 89:16 92:11, 25 93:3,4,9, 10,14,19,20 94:25 95:8, 17,18 96:2,3, 9,11,12,13, 15,19,24 97:3,23 98:3, 5,12 99:14,24 100:1,2,4,6,7, 8,11 101:10, 16,17,18 104:17,19,24 105:5 113:10 115:7,10 117:4,9,11 121:16 122:12 123:9, 22 125:3,9,20 126:22 127:1, 21,23 128:1, 3,5,7 129:23 130:11 132:8, 17 133:20,25	134:3,5 135:1 136:5 137:10 138:13 139:5, 6,9 141:2,3,6, 8 142:15,24 143:11 144:9, 16,20 145:4, 16,17,20 146:1 147:1 151:25 154:9, 18,25 157:14, 21 159:24 160:7 164:12, 19,20 165:25 166:10,11 wouldn't 76:7 78:6 82:17 120:2 138:1 142:11 146:18 163:16 written 132:7 159:17 wrong 14:14 35:14 49:23 72:15 73:22 84:10 Y yard 35:25 36:6 yeah 26:18 35:6 47:16 86:3 93:6,24 96:1 98:7,13 99:19 102:5 106:4 108:9, 11 111:3 113:13,15,23 114:20 121:11	123:21 130:3 140:15 143:16 144:2, 3 150:22 164:1,6,8 year 19:9 66:18 73:16, 17 79:7 95:12 100:3 107:24 117:20 127:22 131:25 159:18 year-long 79:7 year-to-year 134:19 years 11:11, 22 12:15 19:2 20:3 24:11 27:11 28:7 43:24 44:13 47:11 63:8 73:8,10,13, 15,17 95:14, 16 96:2,16 100:4 107:21 119:22 127:17 129:2, 4,18 131:17 139:6 140:25 144:13 145:17,18 yes 4:2 5:13 20:16 36:12 37:16 41:7 51:17 52:18 53:5 80:7 81:2 85:10 89:18,20 90:7 91:2 93:19,21 98:6 100:18	104:22 113:14 116:2 120:16 126:17,24 127:24 128:7 129:6,20 131:23 132:4, 10,24 133:10 134:9 139:25 141:1 142:10, 19 143:15,24 144:6,12 145:8,12,15 146:2,7,12, 17,25 147:7 148:1,7,18,20 149:16,19 151:15,24 153:6 154:11, 20,23 157:9, 16,19 159:14 160:1,5 161:12 164:8, 19,20 165:1 yet 28:16 42:21 yielded 10:8 yields 8:15 yourself 34:14 43:9 71:12 96:17 Z zero 19:13 161:13 Zobrist 3:17 4:20 88:25 89:21 90:3,5 94:6,9 97:2, 20 98:2,19 99:7,10,12	100:14,16 103:6,8
---	---	--	---	----------------------