

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

MOTION HEARING

City of Fulton, Hannibal)

Board of Public Works,)

Kirkwood Electric, City of)

Marceline, and City of New) Case No.: EC-2026-0156

Madrid, Complainants vs.)

Union Electric Company d/b/a)

Ameren Missouri, Respondent)

THURSDAY, JUNE 11, 2026
1:30 p.m.

Governor Office Building
200 Madison Street, Room 310
Jefferson City, MO 65101

VOLUME 2

JOHN CLARK, Presiding
SENIOR REGULATORY LAW JUDGE

KAYLA HAHN, Chair,
MAIDA J. COLEMAN,
GLEN KOLKMEYER,
JOHN MITCHELL,
COMMISSIONERS

Transcribed by:

Chandan Chand

1 THE COURT: We don't have a court
2 reporter here at this point. As our media person, Brian
3 Lehman, said, we do double record this, both with the
4 video and separately with the web broadcast. Are there
5 any objections to recording it and sending it out to be
6 transcribed instead of having a court reporter present?

7 MS. WHIPPLE: Complainants have no
8 objections, Your Honor.

9 THE COURT: Thank you.

10 MR. LOWERY: No objection from the
11 Company either.

12 THE COURT: Thank you.

13 MR. PRINGLE: No objection from Staff.
14 Thank you, Judge.

15 THE COURT: Okay. Thank you all. All
16 right, Good afternoon. Today is June 11th of 2026 and
17 the current time is 1:36 p.m. This proceeding is being
18 held in room 310 of the Governor Office building. The
19 Commission has set aside this time for a motion hearing
20 today in the City of Fulton, Hannibal Board of Public
21 Works, Kirkwood Electric, the City of Marceline and the
22 City of New Madrid, Complainants -- and do you mind if I
23 call them Municipalities?

24 MS. WHIPPLE: No objection.

25 THE COURT: Thank you -- v. Union

1 Electric Company doing business as Ameren Missouri,
2 Respondent. And that is case number EC-2026-0156. Now,
3 this case concerns several municipalities' complaint
4 against Ameren Missouri. The municipalities filed a
5 motion for summary determination or determination on the
6 pleadings. And Ameren Missouri filed a response and a
7 cross motion for summary determination.

8 My name is John Clark, I'm the regulatory
9 law judge presiding over this hearing today. Obviously,
10 the chair of the commission is on my right, and we
11 currently have Commissioner Mitchell on video
12 participating. And so if they have questions, they will
13 ask those at any time. I'm going to ask counsel to
14 introduce themselves for the record, starting with the
15 municipalities.

16 MS. WHIPPLE: Peggy Whipple of the Healy
17 Law Offices, on behalf of the cities of New Madrid,
18 Fulton, Marceline, the Hannibal Board of Public Works
19 and Kirkwood Electric, and my co-counsel, Jacqueline
20 Whipple of Dentons Law Firm, Kansas City. I think our
21 contact information is a matter of record.

22 THE COURT: I believe so. Thank you. On
23 behalf of Ameren Missouri?

24 MR. LOWERY: Thank you, Judge. I'm Jim
25 Lowery, JBL Law, LLC Law Firm and also my associate,

1 Mike Tripp, also the same law firm, on behalf of Ameren
2 Missouri and our information is also in the record.

3 THE COURT: Thank you. And Staff did not
4 file any motions, that would be at issue here, but for
5 the record?

6 MR. PRINGLE: Thank you, Judge. Travis
7 Pringle on behalf of the Staff. And my contact
8 information is also already part of the record.

9 THE COURT: But I do appreciate you being
10 here if I have questions.

11 MR. PRINGLE: Not a problem, Judge.

12 THE COURT: The Office of the Public
13 Counsel asked to be excused, and that was granted.
14 Prior to starting, are there any preliminary matters
15 that need to be addressed before we start?

16 MS. WHIPPLE: Yes, Your Honor, if I might
17 please. For a matter of clarity of the record, I would
18 have to object that Ameren has not actually cross-moved
19 for summary judgment. Ameren did not file a motion for
20 summary judgment, nor did it file the necessary
21 statements of undisputed material facts. I understand
22 that Ameren is opposing my client's motion, but there is
23 not technically under the commission's rule or the civil
24 rules, a cross motion filed by Ameren.

25 And, and I don't think that affects what

1 we need to do here today, but I didn't want the record
2 to be confused.

3 THE COURT: So, so what you're telling me
4 is you believe that Ameren's filing is non-compliant?

5 MS. WHIPPLE: I do. It's, it's certainly
6 sufficient to oppose the motion that the municipalities
7 have, have pending, but it's insufficient to stand on
8 its own as a motion for summary judgment.

9 THE COURT: Okay. Mr. Lowery, would you
10 like to respond?

11 MR. LOWERY: I disagree, Judge. The
12 Ameren specifically identified, I believe it was one
13 additional material or maybe it was two facts that we
14 said that were material and undisputed. And in fact,
15 the Cities -- and I'm going to refer to them as the
16 Cities, just for a little less of a mouthful -- the
17 Cities actually admitted those facts. And we
18 specifically moved for summary determination, and we --
19 and our, our reply included a memorandum of law that
20 explained why.

21 So I think that we have complied with the
22 Commission's rule, and I just disagree with the, the
23 legal argument conclusion that Ms. Whipple has, has
24 made. I think we have moved properly, cross-moved for
25 summary determination.

1 THE COURT: Thank you. There's not going
2 to be a ruling on that now. I'll take that under
3 advisement because I'll certainly need to take a careful
4 look at both motions. Are there any other pending
5 issues I have to deal with prior to this? Okay. I do
6 not think this is going to be an issue, but I always say
7 this anyway. If there is confidential information,
8 please let me know in advance. I may not recognize it
9 as readily as the parties might. If that's the case,
10 let me know and we will go in camera to address that.

11 In terms of the order of argument, the
12 Municipalities filed their motion first, so I'm going to
13 let them present argument first. Then I'm going to give
14 Ameren an opportunity to argue their motion, and then
15 I'm going to give each party an opportunity to respond
16 to the others. And that's kind of where I'm going to
17 stop that. It's not going to be a whole bunch of back
18 and forth.

19 Now, there were two -- the Commission
20 kicked causation and damages out of this simply because
21 those are not aspects of determining whether or not a
22 violation has occurred under the complaint rule. And
23 afterwards that left us with, did Ameren Missouri
24 violate its tariff by supplying service to customers
25 without having obtained all necessary permits from

1 governmental and regulatory authorities having
2 jurisdiction?

3 And did Ameren Missouri violate the
4 Commission's May 21st, 1971 order by failing to comply
5 with applicable air quality control standards of the
6 state of Missouri and or the government of the United
7 States? And I think that boils down to, did they
8 violate their tariff sheet 102, or did they violate the
9 1971 CCN order?

10 I did want to ask because in looking back
11 over the complaint -- the initial complaint, I noticed
12 that it says -- it indicates that there was a violation
13 of the Commission's securitization order in EF2024-0021,
14 but I didn't see that explained anywhere in there what
15 that violation would be.

16 MS. WHIPPLE: Yes, Your Honor, that was
17 part of the pleading because the Commission in that
18 securitization order made several findings of fact that
19 incorporated the rulings of the federal court in the
20 Eastern District of Missouri. And it would -- it is our
21 position that if Ameren disagreed that it had violated
22 the federal law, as the federal court found that, that
23 would also be a violation of the Commission's
24 securitization order. As it turns out, I believe Ameren
25 has admitted that fact.

1 And so, you know, since the complaint is
2 the first document that gets filed in a complaint case.
3 We, of course, put all the factual allegations in there
4 that we thought might be pertinent, but I don't believe
5 that is in dispute at this point.

6 THE COURT: Any response?

7 MR. LOWERY: Judge, all I will say is
8 that Ameren Missouri very clearly, in that
9 securitization case, admitted that it had violated the
10 Clean Air Act. The judge so found, and Court of 8th
11 Circuit agreed with that. So, I guess, I disagree with
12 the contention that Ameren Missouri hadn't already
13 clearly admitted that. That's an established fact.
14 It's not relevant to this case, but it's an established
15 fact.

16 And I think what follows from that is --
17 and I, I made note of this as I was preparing for this
18 hearing, I, I continue to be a little bit befuddled as
19 to why the Cities spent literally half of their reply to
20 our reply to their summary determination motion arguing
21 about whether those findings the Commission made in the
22 securitization order were relevant or somehow material
23 to this matter. When - what they said was, well, there
24 need to be evidence that Ameren Missouri violated the
25 Clean Air Act.

1 Well, that evidence was long ago
2 established, both securitization case and in the
3 pleadings in this case. So I, I take Ms. Whipple at her
4 word when she says, "I don't think it's an issue
5 anymore," but they've continued to make it an issue, at
6 least through the filings on the summary determination
7 motion. I don't know why, but I agree that it's not an
8 issue.

9 MS. WHIPPLE: Your Honor, maybe I could
10 be a little more articulate. It's not at issue because
11 it's not disputed. It is relevant to the case for the
12 public interest to show why it is in the public interest
13 to grant the summary determination that we've requested.
14 Remember, for this Commission, when they grant summary
15 determination, of course, they decide, first of all, are
16 there undisputed material facts, and is the movant
17 entitled to judgment as a matter of law.

18 But this Commission also goes forward and
19 says to itself, "Is it in the public interest to go
20 ahead and grant summary determination in this case?"
21 All of those allegations, as I have set out by number in
22 my reply brief, they all go to ground the public
23 interest being in favor of summary determination in this
24 case because of Ameren's actions, both in causing the
25 harm that the federal court found that it caused and

1 this Commission acknowledging that the federal court had
2 found that.

3 And this Commission even taking into its
4 record part of the transcript of that federal decision,
5 arguing about whether or not Ameren's decisions had been
6 appropriate or not or reasonable or not. And so that is
7 why those allegations are still relevant to the
8 determination of this case although they are not
9 disputed by Ameren. They are undisputed facts. But the
10 Commission can look at all of those allegations and
11 ground its summary determination to also be in the
12 public interest.

13 THE COURT: Okay. I follow that. I
14 guess my confusion was -- and this doesn't have to be
15 addressed now -- my confusion was, you can't violate a
16 finding of fact because that's the basis for the
17 Commission decision. So I couldn't figure out which of
18 the ordered paragraphs was violated in the Commission
19 securitization orders. So that's -- that's -- that's my
20 problem there is I don't -- I don't see the cause of
21 action. And so maybe that can get fleshed out at some
22 future point, but --

23 MS. WHIPPLE: It's in my reply brief. I,
24 I list the state -- the SUMF, I list them by number,
25 which ones specifically would ground the Commission

1 finding that it is in the public interest to grant
2 summary determination. It's in my reply by number.

3 THE COURT: Okay. Okay. But that's just
4 as to the public interest, correct?

5 MS. WHIPPLE: I believe that's right. I
6 believe that's where they are relevant.

7 THE COURT: Okay, thank you. All right -
8 -

9 MR. LOWERY: Judge, may I briefly address
10 that point?

11 THE COURT: I, I don't -- I don't want to
12 go a lot back and forth on this. I, I don't really know
13 that, that is a, a germane issue now, but if you want to
14 take a few seconds, I will let you.

15 MR. LOWERY: Very briefly. The public
16 interest requirement or the prong of the public interest
17 in the summary determination rule for the Commission, I
18 believe, and if you look at the Commission's prior
19 decisions, the Commission has latitude that a court
20 wouldn't have. If the court finds that the facts are
21 undisputed and there's entitlement to judgment as a
22 matter of law, summary determination or summary judgment
23 must be granted.

24 The court has a public interest gloss on
25 that, that says even if we find that, we might not grant

1 public -- we might not grant summary determination for
2 other reasons, generally that maybe the Commission wants
3 to have a hearing on a further matter, but it has
4 nothing to do with, well, the company violated the Clean
5 Air Act, and somehow that makes it in the public
6 interest to go ahead and let the city win, which is
7 really the argument I think that's being made here.

8 THE COURT: Okay. Well, I may actually
9 ask you. I have a few questions about public interest,
10 so I may actually ask that while, while parties are up.

11 Thank you, Mr. Lowery. Why don't we go
12 ahead? Are you ready to present argument? I will let
13 you go ahead and argue your motion.

14 MS. WHIPPLE: May it please the
15 Commission. I am Peggy Whipple, and together with my
16 co-counsel, Jacqueline Whipple, we represent the cities
17 of Fulton, Marceline, New Madrid, the Hannibal Board of
18 Public Works, and Kirkwood Electric. The key undisputed
19 evidence in this complaint case is this Commission's
20 previous finding at page 20 of its amended report and
21 order in Ameren's Rush Island securitization case, EF-
22 2024-0021.

23 And that finding, and I'll quote, "A
24 determination that Ameren Missouri violated the Clean
25 Air Act by not obtaining required permits has already

1 been made by the United States District Court for the
2 Eastern District of Missouri." And Ameren, even now, at
3 page 5 of its response agrees that it did indeed violate
4 that federal law.

5 So, these five municipal power providers
6 ask this Commission now for summary determination of the
7 complaint case by ruling on the two issues that the
8 Commission declared on April 7th to be within its
9 jurisdiction. In a nutshell, is Ameren's undisputed
10 violation of federal law because it failed to obtain the
11 necessary permits, is it also a violation of Ameren's
12 tariff and its CCN? This should be a straightforward
13 decision made on the plain language of the tariff and
14 the CCN.

15 The tariff sheet that we're looking at,
16 in particular, is number 102, subsection F. And I'll
17 quote, "In supplying service to customers, company shall
18 furnish such service within a reasonable length of time,
19 dependent upon the availability of materials, labor and
20 system capacity, and after all necessary easements,
21 permits, and approvals are obtained from the customer
22 and other governmental and regulatory authorities having
23 jurisdiction."

24 This language is plain that Ameren has an
25 ongoing obligation. It's what the tariff says in

1 supplying service to customers. An ongoing obligation
2 to obtain all necessary permits from the governmental
3 and regulatory authorities having jurisdiction.
4 Interpreting this duty as ongoing is consistent with the
5 rest of Ameren's Tariff.

6 We can take a look at sheet number 96 and
7 I quote, "These rules and regulations on file with the
8 Missouri Public Service Commission contain the
9 provisions under which the company will supply electric
10 service to customers." That's an ongoing obligation.
11 We can also look at tariff sheet number 100 B32. It's
12 the definition of tariff. And I quote, "Documents filed
13 with the Commission specifying the lawful rates and
14 other charges, riders, and rules, and regulations under
15 which the company is required to provide service to its
16 customers."

17 Again, it's present tense and ongoing.
18 But Ameren would have this Commission ignore the
19 consistency of the ongoing duty to obtain and possess
20 the necessary permits, the consistency between tariff
21 sheets 96, 100, and 102. And argue -- Ameren argues
22 without any citation to statute or case law that its
23 Tariff Sheet 102, subsection F, that duty to obtain
24 necessary governmental permits, well, it matters only at
25 the moment in time when it signs up a new customer.

1 If you look at Ameren's April 13th
2 opposition, pages 4 to 6, there's no law cited, no
3 statute, no case law for this argument. And if you look
4 at pages 2 to 4 of their May 1st response, again, the
5 argument is not grounded in any statute or case law,
6 it's just argument. Perhaps even more concerning that
7 Ameren would have the Commission rule this way without
8 grounding it in statute or case law, is what it will do
9 to the regulatory compact.

10 Ameren's argument that it only needs to
11 have the necessary government permits only when it signs
12 up a new customer would annihilate that regulatory
13 compact. That promise is that Ameren must supply safe
14 and adequate service to its customers in exchange for
15 the just and reasonable rate that it charges for the
16 duration of its service to its customers.

17 Let's take a look at the CCN, because
18 it's also very plain language. It included, in its
19 ordered language, and I'll quote, that, "The authority
20 granted herein shall in no way be construed as authority
21 for waiver of compliance by the applicant" -- that, of
22 course, is Ameren -- "With any air or water quality
23 control standards now existing or proposed by any agency
24 of the State of Illinois or Missouri or of the
25 government of the United States."

1 Now, it's important to know, when you're
2 looking at that CCN order from the 1971 Commission,
3 that, that ordering language is put into context by a
4 very detailed description in the order itself of the
5 grounds which the Commission relied on in order to issue
6 that CCN order. The grounds are set out, and this is --
7 it's verbatim at page 8 of our reply brief. Ameren then
8 promised that Commission to ensure that the operation of
9 Rush Island will not adversely affect the air or water
10 quality standards at or near Rush Island.

11 And Ameren promised that Commission, when
12 it was getting its CCN, that it would operate the Rush
13 Island plant within all known and proposed standards of
14 the Federal Environmental Protection Agency, as well as
15 the Missouri Air Conservation Commission and the
16 Missouri Water Pollution Board.

17 Ameren even now admits, at page 8 of its
18 opposition and at page 5 of its response, that, yes, the
19 state and federal laws that are cited in that CCN order,
20 they remain applicable or they remained applicable
21 during Ameren's operation of Rush Island. But Ameren
22 argues here, to this commission, to defeat this motion,
23 that really this Commission's authority under 393.170.3
24 is more limited than it looks like on the statute
25 itself.

1 We know that the statute says this
2 Commission has authority, quote, to impose such
3 condition or conditions as it may deem reasonable and
4 necessary. Ameren argues that that's really just a
5 hope, or a wish, maybe, a suggestion, because Ameren
6 says this Commission doesn't have any authority to find
7 that its own CCN order has been violated. Even after a
8 federal court has already found that Ameren violated the
9 very law that the Commission set forth in the CCN order.

10 In sum, here's what's going to happen to
11 Section 393.170.3, Ameren's argument is going to add
12 language to that statute, if Ameren succeeds here today.
13 The statute, remember, reads right now, "With no
14 limitation on the Commission other than the Commission
15 may by its order impose such condition or conditions as
16 it may deem reasonable and necessary." Ameren would add
17 the language, but only so long as the Commission has
18 direct and exclusive enforcement authority over such
19 conditions.

20 Now, I don't think anybody in this
21 courtroom, believes that anybody here has the authority
22 to amend 393.170.3 in the way that Ameren is basically
23 asking. That of course, is something only for our
24 legislature to do. And I honestly don't know why they
25 would put that kind of limit on this Commission's

1 authority when it considers granting CCNs.

2 And maybe after we filed our reply brief,
3 maybe Ameren decided that maybe it had taken its
4 argument a little bit too far because in our reply
5 brief, remember, we cited three recent CCN orders that
6 came down from this Commission; Ameren's own Big Hollow
7 CCN, Grain Belt's CCN for its transmission line, and a
8 recent CCN for Evergy to build a solar facility in the
9 Kansas City area.

10 Every one of those recent CCNs has really
11 detailed conditions, requiring compliance with a number
12 of laws that are not directly under the authority of
13 this commission. So Ameren, in its response at page 5
14 modified its argument a little bit and said, okay, those
15 new CCNs that the Commission just ordered that also
16 require compliance with state and federal laws that the
17 Commission would not directly enforce. It's okay, those
18 will be obeyed because they are, and I quote, express,
19 detailed, clearly stated, and forward looking.

20 So now we have -- we would have another
21 amendment to 393.170.3. If Ameren is successful here in
22 defeating this motion for summary judgment, 393.170.3
23 will have another qualifier on it. It will read, "The
24 Commission may by its order impose such condition or
25 conditions as may -- it may deem reasonable and

1 necessary only so long as the Commission has direct and
2 exclusive enforcement authority over such conditions and
3 such conditions are express, detailed, clearly stated,
4 and forward-looking."

5 Ameren's arguments to this commission
6 invite chaos into this regulatory environment.
7 393.170.3 has been around for a really long time, and
8 nobody has ever tried to add qualifiers on the
9 Commission's authority in that section to impose
10 whatever conditions it finds reasonable and necessary.

11 Ameren's inconsistent arguments here
12 would also disrespect the 1971 CCN order of a prior
13 commission, which, when you look at the great big long
14 description on that I quoted at page 8 of our reply,
15 that commission gave us express detailed, clearly
16 stated, and forward-looking grounds for the order that
17 it issued.

18 So, in sum, the material facts are
19 undisputed. Ameren violated federal law because it
20 failed to obtain the required permits. The plain
21 language of Ameren's tariff and its CCN required it to
22 comply with federal law and obtain the necessary
23 permits. This commission has always had and still has
24 the authority under 393.170.3 to impose conditions that
25 it finds reasonable and necessary. Period. That's all

1 the statute says.

2 This commission therefore has authority
3 here to find when those commissions have been violated.
4 And this commission has authority to enter summary
5 determination in favor of Fulton, Marceline, New Madrid
6 and the Hannibal Board of Public Works and Kirkwood
7 Electric and their nearly 30,000 Missouri electric
8 customers. It is in the public interest that Ameren --
9 the harm that Ameren caused by violating its CCN and its
10 tariff, be redressed by this commission.

11 It harms the Commission to let that kind
12 of harm go unchecked. It certainly harmed these five,
13 five municipal power providers and their 30,000 electric
14 customers. And I would caution that it would seriously
15 harm the consistent, and predictable, and reliable
16 nature of our law -- our regulatory environment, to
17 insert this kind of chaotic argument into a statute that
18 clearly has no such limitations. Thank you.

19 THE COURT: Are there any Commission
20 questions? Okay, I have a few questions.

21 MS. WHIPPLE: Ready.

22 THE COURT: Let's, let's set the public
23 interest aspect aside for a second and just look at the
24 rest of what the Commission has to determine in a
25 summary determination. And I went through and just to

1 briefly summarize, it appears that the facts that are
2 not in dispute are as follows. Ameren Missouri is a
3 commission-regulated utility engaged in supplying
4 electric service to customers. The municipalities are
5 persons within the meaning of the complaint statute.

6 Tariff sheet number 2 (sic) says what it
7 says and the 1971 order says what it says. I don't
8 think anybody disagrees on what the actual language is.
9 And then finally that the United States District Court
10 for the Eastern District of Missouri found Ameren liable
11 for violations of the Clean Air Act by failing to
12 obtained a permit for major modifications at Rush
13 Island. Are any of those the facts in dispute between
14 either party?

15 MS. WHIPPLE: I, I believe that they are
16 not in dispute.

17 THE COURT: Now, outside of the public
18 interest, are those the only facts that are really
19 necessary for a Commission determination?

20 MS. WHIPPLE: Possibly, yes.

21 THE COURT: Okay. So in essence, what
22 this entire summary determination motion turns on is how
23 the Commission chooses to interpret language from its
24 prior order and how it chooses to interpret language
25 from it's -- Ameren's tariff sheet. Is that correct?

1 MS. WHIPPLE: Yes, Your Honor. And, and
2 that is exactly my concern that the Commission not be
3 encouraged to interpret it in a way that gives up
4 statutory authority that the Commission has and inserts
5 great uncertainty and invites much litigation in the
6 future about what conditions would ever be reasonable
7 and necessary because would they ever even be
8 enforceable?

9 THE COURT: Now, the Commission is not
10 bound by prior decisions. Is it?

11 MS. WHIPPLE: No, it is not bound in the
12 stare decisis manner. No, it is not. Now, in my own
13 experience, I have always observed the Commission
14 respecting former commission's orders, unless, of
15 course, some law has changed. But I, I can't imagine
16 that the Commission as it -- in its judicial function,
17 would want to undermine its own authority or the
18 authority of a prior commission if it could avoid doing
19 so.

20 THE COURT: I think current case law
21 gives the Commission broad discretion in how it
22 interprets its orders.

23 MS. WHIPPLE: Of course.

24 THE COURT: Obviously, when causation and
25 damages were part of the original complaint, it was easy

1 to understand why it was being brought before the
2 Commission. But without those, because the Commission
3 cannot determine, you know, damages and causation is not
4 germane to whether or not a violation has occurred,
5 what's the remedy here if you win?

6 MS. WHIPPLE: Yes, Your Honor, very, very
7 good procedural question, of course. The, the remedy is
8 the decision from the body that has the exclusive
9 primary jurisdiction over the CCN and the tariff. Now,
10 if the Commission rules, yes, indeed those things were
11 violated, I think, Your Honor, understands because Mr.
12 Lowery, and Your Honor, and I at the last hearing
13 already talked about, we understand there will be
14 another phase to this dispute between the parties, but
15 it won't be here, it'll be in a court.

16 And that respects the Commission's
17 exclusive primary jurisdiction to have come here first.
18 And that way, we don't have a, a state or a federal
19 judge saying, "Well, wait a minute. I don't know if I
20 have the authority to make this decision. I think this
21 rests with the Commission." And so, respectfully, we
22 agree, we needed to come here first.

23 THE COURT: Okay. So, without dancing
24 around it, we're talking about administrative
25 exhaustion?

1 MS. WHIPPLE: I guess you could describe
2 it that way, although, personally, I've always thought
3 the -- I love the term -- the exclusive primary
4 jurisdiction of the Commission is impressive. I mean,
5 to me, it's -- it's jurisdiction with capital letters.
6 And so, yes, I, I will agree with you, but, but it's a
7 special important primary jurisdiction. And maybe I
8 feel that way from prior -- previous being here, but
9 anyway, yes, very respectful of it.

10 THE COURT: Now, you requested both
11 summary determination and determination on the
12 pleadings, would you explain to me how those are
13 different in this case?

14 MS. WHIPPLE: Yes, and, and it really we,
15 we argued them in the alternative, and I even numbered
16 the statement of undisputed material facts, hoping to
17 make that -- trying to make that a little clearer, in
18 our motion, facts 1 through 24 are grounded only in the
19 pleadings, only in the complaint, only in the answer.
20 And if this commission wanted to grant summary
21 determination on the pleadings, then those -- numbers 1
22 through 24 will ground that.

23 If on the other hand, the Commission
24 wanted more information or decided that it was just
25 simply more comfortable with a summary determination as

1 opposed to a judgment on the pleadings, we went ahead
2 and provided the undisputed material facts 25 through
3 32. And many of those are undisputed by operation of
4 various laws, and of course that's all in our brief.
5 But it -- basically gives the Commission the decision to
6 make. Are you comfortable -- most comfortable making
7 these two -- the ruling on these two limited issues?

8 Are you most comfortable doing that as
9 determination on the pleadings, if so, you need 1
10 through 24. If you prefer to go ahead and ground it in
11 a summary determination, then you're welcome to go ahead
12 and use, also, 25 through 32. Really just to give the
13 Commission the option to exercise its jurisdiction in
14 the way it deemed most fit.

15 THE COURT: And looking at these -- I'm
16 going to play devil's advocate, probably both ways.

17 MS. WHIPPLE: Okay.

18 THE COURT: And looking at these,
19 starting with the tariff sheet. If you knock out the in
20 supplying service to customers, which I think is key to
21 your argument, but the company shall furnish such
22 service within a reasonable amount of time, dependent
23 upon the availability of materials, labor, and system
24 capacity, and after all necessary easements, permits and
25 approvals are obtained from the customer and other

1 governmental and regulatory authority -- authorities
2 having jurisdiction.

3 It says after and that seems to imply
4 that, that the -- that the key point is someplace --
5 that occurs someplace in the past. And in Staff's
6 report it indicated that it believed that this -- that
7 this provision involved initiation of service with the
8 customer. Why is that incorrect?

9 MS. WHIPPLE: Respectfully, of course, to
10 Staff and to Mr. Pringle, I, I believe that Staff
11 misread the tariff by, by separating the, the two
12 phrases of the sentence. Remember the sentence starts,
13 "In supplying service to customers." That is both
14 present tense and forward-looking. It is ongoing. Then
15 it says, here's what the company must do. It must
16 provide service within a reasonable time depending on
17 the availability materials.

18 But then there's the qualifier, which you
19 said, this has to happen first. And after all necessary
20 easements, permits and approvals have been obtained.
21 Well, if the -- if the duty of the -- of the company is
22 ongoing -- present tense and ongoing, in supplying
23 service, and in the -- in the context of the regulatory
24 compact, safe and reliable service for a just and
25 reasonable rate, then absolutely, you can't continue to

1 supply safe and reliable service if you have failed to
2 get all of the permits that you're supposed to have
3 during the time that you're providing the service.

4 Otherwise, I think the regulatory compact
5 is out the window, because how else do you make a
6 utility like Ameren continue to supply safe and adequate
7 service if they're not continuing to comply with all
8 laws that govern them? I don't know how else you get
9 that done.

10 THE COURT: Okay, that's, that's
11 interesting on a number of levels. I mean, let's take
12 water, for example. You can have clean water running
13 through a pipe to somebody's house, whether or not
14 you've obtained all the permits or not. You know, that,
15 that can -- that service can be safe and adequate even
16 though you may have not done something that you were
17 required to do.

18 Likewise, when, when you're talking about
19 violation of the air quality standards under the Clean
20 Air Act, while it's true that was done while providing
21 service, it doesn't seem to be a provision of the safety
22 of the service, if you follow me.

23 MS. WHIPPLE: I do, and, and I think I'll
24 speak to the water example first because I think it's
25 perfect. It's one that we can see more with our eyes.

1 You know, hard -- harder to see electricity, right? Say
2 I'm a new customer and Ameren Water Company gets
3 whatever permits it has to get, and it tests its water
4 the day before it signs me up, and everything's good.
5 Water's clean, laws are being complied with, necessary
6 permits have been had, so on and so on and so on.

7 And the water starts flowing into my
8 house and I start using it, and I'm happy. It's still
9 coming. But a week later, you know, an industry up, up
10 river from me dumps some toxic chemicals into the water
11 and Ameren Water Company, they're not looking at it
12 because they, they already signed me up. They don't
13 have any ongoing duty to continue to test the water, to
14 send it in, you know, at any interval of regularity for
15 testing at the lab.

16 I mean, boy, once I'm signed up and
17 they've got my, my credit card, as long as they keep
18 pouring the water into my house and I keep consuming it,
19 I owe them. Even though nobody now knows that the water
20 coming into my house is toxic because Ameren Water
21 Company isn't looking at it. Because, hey, they only
22 had to get that permit when they first signed me up.
23 That obviously is not how any of us receive or supply
24 any of our utilities.

25 You know, water is a great example

1 because it's the one utility that goes into our bodies,
2 right? But all of the utilities are in our homes, and
3 they -- they're -- you know, they're around our children
4 and our pets and every day we all count on the governing
5 bodies, both the Environmental Protection Agency and
6 this body, to make sure that the utilities who are
7 providing -- the utility companies who are providing
8 those utilities are continuing to do it safely.

9 That's the regulatory compact. In
10 exchange for that, they get the, the fairest, most just
11 rate, and I've been here arguing for high rates before -
12 - higher rates, raising rates. They fairly get that in
13 exchange for the service that they provide. I mean,
14 that's the deal. And so you can't have Ameren water
15 companies say, "I'm going to keep taking Peggy's money
16 because I'm continuing to pour water into her house and
17 she's drinking it," if they no longer have any duty to
18 regularly make sure the water they're giving me isn't
19 toxic.

20 That's why their argument makes no sense
21 when we're talking about utilities. It just doesn't.

22 THE COURT: Thank you. Moving on to the
23 1971 opinion or, order, which is somewhat oddly worded.
24 If you -- I believe the Municipality's argument is
25 that, that is a condition that the -- that the PSC was

1 imposing upon the utility at that time, and you indicate
2 that, that is supported by language within the order.

3 MS. WHIPPLE: Yes.

4 THE COURT: Now, I do not know how, you
5 know, things were done in 1971. I know --

6 MS. WHIPPLE: Me neither.

7 THE COURT: -- I know that, at least
8 currently, when there are conditions and usually those
9 conditions are proposed by one party or the other, it
10 usually spells out very clearly, you know, that the
11 company is granted a CCN to operate, the company must
12 follow the following conditions. And then those
13 conditions are usually enumerated. So what makes this a
14 condition, absent the Commission pointing out that it's
15 a condition?

16 MS. WHIPPLE: Again, it's -- it's a tough
17 question for all of us because none of us were here in
18 '71. I do know, from years of looking at prior
19 Commission decisions, that they have changed over the
20 years, and, you know, sometime back there was even an
21 appellate decision that said the Commission reports and
22 orders had to make findings of fact and conclusions of
23 law. The early ones didn't do.

24 You know, and now, of course, every
25 report and order has numbered findings of fact and

1 conclusions of law, even though the earlier ones did
2 not. So yes, shall we say, style has changed, and I
3 would even say it's improved over the years. It's -- it
4 is better to have commission orders with numbered
5 findings of fact and conclusions of law and very clearly
6 articulated conditions. No doubt about that. I mean,
7 clarity is always good, right? For everybody, for, for
8 going forward purposes.

9 What we have here, though, is we have a,
10 a, a live -- well, it was live until Rush Island closed,
11 okay? Until Rush Island closed, this 1971 order was the
12 single legal authority from this Body, from the
13 Commission, for Ameren to operate that plant. There
14 wasn't any update or modification or amendment or
15 nothing. This is the legal document which authorized
16 Ameren to operate Rush Island for all the years that it
17 operated Rush Island.

18 So, it is the document we must look at
19 when we look at whether or not Ameren's violation of the
20 federal law that the federal court already found, when
21 we look at that and, and ask ourselves, did Ameren
22 therefore also violate this CCN order? And I think, to
23 do justice, knowing that Commission decisions have
24 changed in style over the years, I think we have to look
25 at the whole thing, because that's how this legal

1 document was written.

2 I mean, if you notice, the ordered
3 section doesn't even use the word "Condition." It uses
4 the word "Ordered," right? But we all know that, that
5 this is what the Commission decided to tell Ameren,
6 "Okay, we're going to give you permission to build this
7 Rush Island plant and to operate it over a number of
8 years and here's what you, Ameren, have promised us, so
9 that we'll give you this CCN order."

10 And that's what they set out in that
11 great big long paragraph. Based on the promises that
12 Ameren gave that 1971 Commission that it would operate
13 it in such a way that it would never harm the air or
14 water quality standards, and that it would always comply
15 with known and proposed laws of the Federal
16 Environmental Protection Agency, the body of the CCN
17 order absolutely requires a finding that it was a
18 condition.

19 THE COURT: Thank you. Are there any
20 Commission questions at this time? Hearing none,
21 Ameren, are you ready to argue your summary
22 determination motion?

23 MR. LOWERY: I am, Judge. Thank you.
24 Good afternoon. May it please the Commission. The
25 Company appreciates the opportunity to be here in person

1 to address this case with you today. Let me lay out the
2 two key issues that relate to our motion. And our
3 motion's just the other -- I think it's really just the
4 flip of the coin of their motion. I mean, either
5 they're right or we're right about what the -- what this
6 tariff in the CCN order means.

7 But I think, Judge, you were correct.
8 There's really two issues in this case, and they boil
9 down to: what's the legal effect of the tariff? What's
10 the legal effect of the CCN? Because that's going to
11 determine whether or not there's a violation or not.
12 For convenience, Mr. Tripp -- I've asked Mr. Tripp to
13 hand out some documents and I know you probably have
14 access to these, although I don't think you have access
15 to the last one.

16 The first one is just the attachment to
17 our reply that has sheet numbers 101 and 102, which the
18 Cities have, have admitted were, were material and
19 undisputed. So that just for the convenience. The
20 second one is The Rush Island order itself. And the
21 third one are these tariff provisions that the Cities
22 brought up for the first time in their reply to our
23 reply that they now point to and say, "Well, that shows
24 that our interpretation of, of sheet 102 is correct."

25 And I just thought it'd be easier if you

1 had those to look at a little bit.

2 THE COURT: And you're talking about
3 sheet 96 and 100?

4 MR. LOWERY: That's right. And I think
5 there's a gas tariff also part of that third packet that
6 Mr. Tripp is handing out, because they also cited to a
7 gas tariff. I think it was sheet.

8 THE COURT: Okay. This is -- this is a
9 motion hearing, so these are demonstrative in nature.
10 They're not evidentiary in nature.

11 MR. LOWERY: Well, two of the three are
12 part of the record already and the last one are these
13 tariff sheets that -- I'll answer your question. Yes, I
14 guess so, but the -- but the last one were brought up by
15 the Cities in their Summary Determination Motion. I
16 guess I -- perhaps I should be objecting to the
17 procedure, that they can't inject new facts for the
18 first time in their response, but I didn't. And so,
19 since we've already talked about them today, I thought
20 the Commission ought to have them in front of them.

21 MS. WHIPPLE: Your Honor, if I could just
22 note that there are numerous marks on, I think each of
23 these demonstratives -- I'll call them demonstratives --
24 and for the record, for, for clarity, I'm going to have
25 to object to the fact that they are marked up. They are

1 not as they would appear in the -- in the Company's
2 tariff or this Commission's records.

3 MR. LOWERY: I'm not asking them to be
4 made part of the record in any way, Judge. I'm using
5 them so that the Commission has a easy tool to follow
6 along with what we're talking about this morning.
7 That's all.

8 THE COURT: And, and Ms. Whipple, I
9 assume since you mentioned sheet 96 and 100, you would
10 want us to go back and look at the originals of those
11 sheets, correct?

12 MS. WHIPPLE: Yes, and I -- and I gave
13 the citations and trusted that the, the Commission would
14 do that.

15 THE COURT: Okay. I'm going to go ahead
16 and let Mr. Lowery talk understanding that these are
17 purely demonstrative and you have pointed out that they
18 have been annotated by the Company.

19 MS. WHIPPLE: Thank you.

20 MR. LOWERY: Very well, Judge. So let's
21 talk about the legal effect of the tariff first. To
22 agree with the City's interpretation of the five lines
23 that they point to on sheet number 102 and that's
24 Section F on sheet number 102, those five lines. You
25 have to conclude that the legal effect of Section F

1 starting in 2007 and 2010, when Ameren Missouri engaged
2 in construction projects at Rush Island and didn't
3 obtain PSD permits. Those are the permits that the
4 major modification permits, Judge, that you spoke of a
5 minute ago. They were called PSD permits.

6 You have to conclude that Ameren Missouri
7 supplied electric service to all 1.2 million plus of its
8 electric customers in violation of its tariff every day
9 since 2007 and 2010. I didn't misspeak. You have to
10 conclude that if, if the interpretation of the City is
11 right. The reason you have to conclude that is that the
12 City deny that the tariff provision at issue is only
13 applicable at the commencement of service to a customer.

14 In the City's words from their April 13
15 reply, they say, quote, in sum, for the duration of time
16 that Ameren supplies service, it is required to have
17 obtained and be in possession of the necessary permits
18 of all jurisdictional, governmental, and regulatory
19 authorities, end quote. And what necessary permits are
20 they referring to? They're referring to PSD permits
21 that Ameren Missouri did not get in 2007 and 2010.

22 Well, we know that we didn't get the
23 permits and we also know that since then Ameren Missouri
24 has commenced service to and supplied service to
25 countless Ameren Missouri customers, but it didn't have

1 the permits. So if they're right that having PSD
2 permits, and that's all that matters for purposes of
3 their review. That's the violation that they're talking
4 about. We didn't have PSD permits back in 2007, 2010.

5 If not having PSD permits was a violation
6 of the tariff, then we have been violating our tariff.
7 We have been violating that tariff the entire time we
8 have -- we have been providing service to all of our
9 customers. But no such violation exists because the
10 Cities are just plainly wrong. They're plainly wrong
11 because that's not what the tariff says.

12 It does not say what they say it does.
13 And it can't be interpreted as such because such an
14 interpretation leads to the unreasonable, illogical, and
15 absurd result that I just talked about.

16 If the Cities were right, then every
17 single Ameren Missouri customer, all 1.2 million of
18 them, would have standing to come to the Commission,
19 file a complaint, they would have had standing for the
20 last 15 or 20 years and ask what the Cities are asking
21 for, to find that Ameren Missouri had violated Section F
22 on page -- on sheet 102, those five lines, when it
23 failed to get those PSD permits.

24 That's, that's the logical conclusion
25 from their argument. The law prevents such an absurd

1 result because you're not to interpret tariffs which are
2 to interpret like statutes, you're not to interpret them
3 to lead to unreasonable, absurd, or illogical results.

4 As, Your Honor, alluded to a little while
5 ago, what the tariffs do is they impose on Ameren
6 Missouri an obligation to, within a reasonable time
7 supply customers with service. But even that
8 obligation, even that reasonable time clock doesn't
9 start until after Ameren Missouri has the easements or
10 permits that it needs to what? To supply the service.

11 So Ameren Missouri might need an easement
12 to hook up to get to the property. Ameren Missouri
13 might need to tear up the road or close the road to
14 actually get to the property. It may need a permit from
15 the City to do that. And so those are the kind of
16 permits that, that we're talking about.

17 Did Ameren Missouri need a PSD permit to
18 supply service to its customers? No, it didn't. Ameren
19 Missouri supplied service to all of its customers since
20 2007 and 2010 without those PSD permits. When somebody
21 came and asked for service, Ameren Missouri supplied
22 that service. Ameren Missouri -- the necessary permits
23 are necessary permits for them to actually supply the
24 service.

25 People were getting electricity to their

1 houses, people were getting service, people were getting
2 hooked up when they had a new business or a new house.
3 Not having the PSD permit has absolutely nothing to do
4 with whether or not Ameren Missouri discharged its duty
5 to supply service within a reasonable time. And that's
6 the part that the Cities overlook.

7 They, they, they, they discount the key
8 provision of the tariff that talks about the fact that
9 the, the duty to provide service arises only after a
10 reasonable time has passed, once those necessary
11 permits, those actual permits you need to provide
12 service, and they talk about permits that are not
13 necessary to provide the service at all. They may be
14 necessary to comply with the law. In fact, they were.
15 They were clearly necessary to comply with the Clean Air
16 Act and we didn't get them.

17 And we violated the Clean Air Act for not
18 doing so. But they weren't necessary to provide
19 electric service. Incidentally, and this came up
20 already as well, the Staff agrees with the company on
21 this. That is, the Staff agrees that what the tariff
22 says is that Ameren Missouri would violate Section 5 on
23 sheet 102, if it didn't furnish service within a
24 reasonable time. As Staff correctly points out, there's
25 no evidence that we haven't done that at all. Whether

1 we -- whether because of not getting PSD permits 20
2 years ago or for any other reason.

3 Think about it, if you think about it, it
4 makes sense. No customer when Rush Island was operated
5 had a wire string from Rush Island to their house or
6 their business. Rush Island produced electricity, it
7 gets sold in the MISO market, customers get electricity
8 from the shared grid. And that happened.

9 Customers didn't lose service when Rush
10 Island was on a planned or a forced outage. Customer
11 didn't -- customers didn't lose service when Rush Island
12 had to close. The PSD permits have nothing to do with
13 the Commission's -- with the Company's obligation, which
14 it does have and it has discharged and it continues to
15 discharge to provide service to customers. They're
16 complaining two things.

17 Also, the Cities ignore the fact that
18 Section F, those five lines, they don't exist on an
19 island all by themselves. In fact, Section F follows
20 Section C, D and E on sheets 101 and 102 that are part
21 of the record in this case. And, and you can see the
22 obvious relationship between them.

23 Section C on sheet 101 tells you -- tells
24 the customer, "How do I apply for service?" Section D
25 on -- I think it's on 101 and 102 carrying over, it

1 says, "What will my service consist of?" Section E
2 says, "What will my rate will be?" And then you get to
3 section F, the section that we're talking about, and it
4 says, "When am I going to get that service?" And what
5 it tells you is, "You're going to get it within a
6 reasonable time."

7 The Cities have no answer at all for the
8 important context that sheets 101 and 102 provide, other
9 than to say, without any support, we were accused a
10 little bit ago of not citing any support or any law for
11 anything, neither did they. Without any support, claim
12 that these other tariff provisions somehow contradict
13 section, Section F, those five lines. Well, they don't.
14 You can look at them for themselves.

15 Their point is that those other
16 provisions talk about supplying service and ongoing duty
17 to supply service and that if the tariff provisions
18 apply to supplying service, then obviously it's all
19 present tense and it's all ongoing. Some tariff
20 provisions apply before service is provided. Perfect
21 example is the application provision. When a -- we have
22 an obligation to provide service to all comers, right?
23 But people have to apply for that service, and they're
24 not getting service yet.

25 The provision that says, "We'll provide

1 the service within a reasonable length -- reasonable
2 time." Again, that tariff provision is applying to
3 their request for service, but we're not supplying
4 service yet. And there's other provisions in the tariff
5 that apply after service has, has ended, for example,
6 how people get their deposit back and things of that
7 nature. So these other tariff provisions that are in
8 that third packet that were brought up by the Cities in
9 their -- in their reply, they don't in any way
10 contradict our interpretation of, of Section F.

11 So let's talk about the legal effect of
12 the CCN order. In order to agree with the Cities'
13 contentions about the CCN order, you have to determine
14 that the Commission conditioned the permission it gave
15 the company to construct and operate Rush Island,
16 conditioned it over its entire life to never violate a
17 single environmental law or regulation. And that if
18 Ameren Missouri were to violate a single law,
19 environmental law regulation, that, that would have
20 consequences for the permission that was given.

21 Can't operate -- some kind of
22 consequence. That's what a condition is. A condition
23 is either satisfied or a condition fails. And if it's
24 condition and it fails, there's got to be a consequence
25 for that failure. The Cities themselves, and, and they

1 agreed today, argue that the language that they're
2 pointing to is a condition. I think an examination of
3 the CCN order confirms that the Company's and the
4 Staff's conclusion that it is not a condition, it's
5 actually the correct conclusion.

6 On page 3 of the CCN order, above the
7 ordering provisions that Ms. Whipple points to, the
8 Commission states its conclusion. And the first one it
9 states and I think I did mark that on that -- on that
10 page just to draw your eye to it. The Commission states
11 that we are going to grant the authority requested
12 herein. In other words, we're going to give you a CCN.
13 The Commission does not condition that grant. The
14 Commission does not say, "We're going to grant it, but
15 only if you comply with X, Y, and Z." The Commission
16 simply grants it.

17 Then the Commission, having discussed
18 above that Ameren proposes to comply with known and
19 proposed environmental regulations, proposed being
20 present tense, so there's known regulations and there's
21 things that are proposed at that time. I mean, there's
22 no way that anybody can say I'm going to comply with,
23 with every proposed regulation forever, you don't even
24 know if they're going to become law.

25 Then the Commission clarifies that no one

1 should interpret the grant that we just made, the CCN we
2 just give -- gave them, as authorizing us to fail to
3 comply. The later ordering provisions simply restate
4 those two conclusions.

5 Nowhere, however, did the Commission
6 expressly or impliedly indicate that the CCN authority,
7 the, the ability to operate -- the ability to construct
8 and operate, which is what the CCN gave Ameren, nowhere
9 did the Commission suggest in any way that if that
10 commission failed at some point during what turned out
11 to be a 50-year life of, of Rush Island, that, that
12 somehow that authority would be no good anymore.

13 The Commission didn't say, "Thou shalt
14 not violate an environmental law or will order your
15 plant to be closed." The Commission didn't say, "You
16 were given -- hereby given authority to operate Rush
17 Island, but not if you violate one time an environmental
18 law." Such a condition frankly would have collided with
19 the practical reality that exists when, when you have a
20 situation where a power plant is being operated by human
21 beings over decades.

22 I will judicially admit today that at
23 some point through Rush Island's life that there was an
24 emissions exceedance, that there was an oil spill that,
25 that exceeded limits, and things of that nature, because

1 those plants are run by human beings, and they have
2 equipment that can fail, and they sometimes do, and
3 those things happen. Surely, surely that didn't mean
4 that the plant was subject to not having permission to
5 operate anymore just because that happened and I'm sure
6 that it did happen.

7 And if that happens, it's -- it's EPA's
8 and DNR's job to impose consequences. Not the
9 Commission's job. And I think the Commission recognize
10 this to somehow impair the permission, the grant of
11 authority that it gave in 1971. So why did the
12 Commission include the, "Shall not be construed,"
13 language that the Cities have latched on to?

14 And, and I'm going to use Staff's word
15 because I think they aptly explained why. And what
16 Staff said is, "Instead of being a condition, the
17 language appears to be clarifying in nature, assuring
18 that Ameren Missouri could not make a future argument
19 that because the Commission issued a CCN, it was not
20 required to comply with the relevant air or water
21 controls."

22 I, I think it's important to keep the
23 context about what was going on in environmental
24 regulation at the time that CCN was ordered. What, what
25 I think we all think of as sort of the seminal

1 environmental law in the country was the Clean Air Act
2 of 1970. The Clean Air Act of 1970 created the EPA and
3 it created -- it's obviously changed since then quite a
4 bit in certain respects, but it created the basic
5 environmental regulatory scheme that we still have
6 today. It was a very, very big deal at that time.

7 And I think the Commission certainly was
8 mindful at that time that a creative utility could very
9 well take the CCN order and argue, and it didn't want
10 that to happen. It didn't want to intrude on the
11 jurisdiction of the EPA or the Missouri Air Conservation
12 Commission. I don't think DNR existed then. I think it
13 was the Air Conservation Commission -- didn't want to
14 intrude on their jurisdiction.

15 So the Commission, as Staff points out,
16 said, "Look, we're not -- we're not intruding on
17 environmental regulation here at all. We're just
18 granting a CCN, giving permission to construct and
19 operate the plant."

20 And I think there's a good analogy for
21 that. We've got -- we've got another situation, which
22 I'm sure you're probably familiar with, the Federal
23 Power Act, I think it's been around since the 1930s and
24 ever since there have been a tension going on between
25 the states and the federal government as to where that

1 jurisdictional line has been. And there have absolutely
2 been arguments made about whether state CCNs and other
3 state processes and actions and authority somehow
4 preempts or trumps or intrude into, into the operation
5 of the Federal Power Act.

6 And I think, and the, the reasonable
7 conclusion to draw from the way -- what the Commission
8 said and the way the Commission said and that's what --
9 that's what Staff concluded, is that the Commission
10 didn't want to get into that debate and wanted to be
11 very clear, we're giving a CCN; 393.170.1 says, "If
12 you're going to construct a power plant, you've got to
13 get permission to do it first."

14 That's what we're doing. We are not
15 intruding into, and, and, and we're not going to allow
16 Ameren to take our CCN order and somehow make an
17 argument that they can escape application of some
18 environmental law.

19 So, so I mean that's it. When, when you
20 -- when you get down to it, for the Cities to prevail,
21 they have to make the determinations that I talked
22 about. You, you have to make those determinations. You
23 have to decide that by not getting PSD permits, we've
24 been violating sheet 102 Section F for the last 20
25 years, and every one of our customers could come in and

1 file a complaint just like the Cities did in this case
2 and ask you to so find.

3 And you have to decide that the
4 Commission wanted to get into the business of
5 conditioning our ability to construct and operate the
6 plant on never once, over what turned out to be a 50
7 year life, violating any environmental regulation
8 whatsoever.

9 Given that, I think the answer here is
10 pretty clear. Those are -- those are not -- those
11 conclusions are not supported by the tariff language.
12 They're not supported by logic and reasoning -- and
13 reasoning and leading to reasonable results. And
14 therefore the Commission's or the Cities' complaint
15 should fail. So their Summary Determination Motion
16 should be denied.

17 And since it should be denied, and
18 there's nothing else left to do in this case at that
19 point because there aren't any disputed facts, the
20 Company's Summary Determination Motion, which would
21 result in an end to the case, should be granted.

22 THE COURT: Any Commission questions?
23 Okay, I've got -- I've got a few for you. You've
24 touched on some of them already. Why don't we start
25 with the -- with the tariff provision where it says,

1 "Company obligations." First of all, you -- you've kind
2 of postulated at the extremes versus the pragmatic. And
3 that, yeah, you know, there are -- there are frequently
4 things that are decided that are violations. That
5 doesn't mean the plant gets shut down. That doesn't
6 mean that that's necessarily the remedy or that the CCN
7 gets stripped.

8 All the time you see this in customer
9 billing complaints, where there's -- where it's
10 determined that there has been some procedure that
11 sometimes accidentally wasn't followed. And usually the
12 outcome of that is not the disgorgement of sums of money
13 or, or the closing of plants, or being told they can't
14 do something. Usually the response is to try and
15 address the violation, which is, in that case would be
16 like, you know, provide X amount of training to the
17 people that are issuing the bills or something like
18 that.

19 So I think the idea that, you know, that
20 we could suddenly have that if the Commission would
21 determine this, that a violation had been committed, and
22 then we might suddenly have hundreds of thousands or
23 millions of people come in, I don't think that that's
24 necessarily the case, even though they might have
25 standing, the issue would have already been determined.

1 MR. LOWERY: And I just want to clarify,
2 you're talking about the tariff in this instance, not
3 the CCN?

4 THE COURT: These bleed over --

5 MR. LOWERY: Yeah.

6 THE COURT: -- in the way that I'm
7 discussing them. I realized that, but there's no real
8 way to talk about them without -- if you're talking
9 about the tariff provision or you're talking about the
10 CCN, either way, you're talking about a violation. And
11 if the idea is that every day there's been a violation
12 since 2007, then I don't see the result where you have
13 hundreds of thousands of, of people coming in. I think
14 that was -- the question I asked of the municipalities
15 was what's the remedy here?

16 MR. LOWERY: Well, so, so let me -- let
17 me try to unpack that. All that I'm saying is that the
18 logical extension of their interpretation is that we --
19 because, because it's ongoing, so if it's an ongoing
20 obligation to supply service after all necessary permits
21 have been obtained. And if a necessary permit includes
22 a PSD permit, and we didn't have one, then that means we
23 were violating that ongoing obligation every single day.

24 Now, I don't literally believe that all
25 1.2 million customers are going to show up at the

1 Commission's door and file a complaint seeking that
2 determination, but they would have the -- they would
3 have just as much right to do that as the Cities do.
4 That's, that's sort of a side -- sort of a side point.
5 But the point is, if the obligation under Section F, you
6 know, those five lines on 102, is supplying service,
7 they're focused on that ongoing supplying.

8 And, and I don't think that was -- I
9 don't think that was the best language to use, but
10 you've got to -- you've got to take the entire
11 provision. And if you think about when any basic rules
12 of interpretation, you don't -- you don't take two words
13 out of a sentence or a clause or a provision and you --
14 and apply the meaning to that provision just based on
15 those two words. You got to look at the entire thing.

16 You also have to look at other -- the
17 other items that are -- that are related to the same
18 subject matter, the *in pari materia*. And I think
19 that's, that's where the context comes in from sheets
20 100 and -- excuse me, 101 and 102. But if a PSD permit
21 is a necessary permit, and the City say that it is, then
22 when we didn't get that PSD permit, we were violating
23 that tariff. That's the only point.

24 And that -- and that's, that's not a
25 reasonable reading of the -- that's not a reasonable

1 reading of the tariff provision. And it also doesn't
2 make sense putting, putting that issue aside. There's
3 two reasons, it's not a reasonable reading. That's one
4 reason.

5 The other reasonable -- the other reason
6 is if you're already providing service -- we've been
7 providing service to Joe Smith for 5 years or 10 years
8 on an ongoing basis, then there is -- there is no --
9 that, that the provision -- that the, the central part
10 of that provision, which gives Ameren Missouri both a --
11 both a right and a duty to not supply service until a
12 reasonable time is passed, doesn't make any sense.
13 You're already providing service. There's no reasonable
14 time to pass anymore.

15 The purpose of that provision has to be,
16 if you read the entire thing, to allow the company, you
17 know, Joe Smith shows up one day and says, "I want
18 service this afternoon." To say, "No, I, I can't
19 provide service this afternoon. I got to get an
20 easement, I got to get a road crossing permit, I've got
21 to get this." And, and once I have those, within a
22 reasonable time and, you know, the Commission could
23 resolve disputes about what a reasonable time is, if, if
24 somebody thought Ameren was taking too long.

25 But, but the, the Company can't

1 instantaneously provide service. And, and if and if you
2 interpret the provision, the way the Cities are
3 interpreting it, you're just completely ignoring the
4 central part of the provision, and that is this, this
5 allowance for a reasonable time to provide that service.

6 THE COURT: I can see that. And, and,
7 and one of the issues has been -- I'm not fond of the
8 wording of any of these, the way these are done. But
9 when I questioned the municipalities, I, I said, you
10 know, why, why isn't this -- why isn't the reading the
11 company shall furnish? And that clearly goes into
12 something. Why put in the language in supplying service
13 to customers at all? Why not, when starting service,
14 or, like I said, just beginning with the company shall.

15 And it's under a heading that says,
16 "Company obligations." Now nobody else has submitted
17 anything that implies that there are environmental
18 obligations anywhere else within the tariff.

19 MR. LOWERY: Well, I'm, I'm going to give
20 you a non-legal -- a practical answer and then I'll try
21 to give you one grounded more in legality. At least in
22 my experience, you know, the tariff book is, you know,
23 it's hundreds of pages long, and it is drafted by people
24 who tend to be engineers and tend to be, you know, in
25 the rates and analysis sections of utilities. And those

1 tariffs evolve and sometimes the most artful language is
2 simply not used.

3 And I don't think that it made sense to
4 say, "In supplying service," but it also doesn't make
5 sense to read that as an ongoing obligation that says,
6 every environmental permit the company needs to operate
7 its utility, even though it doesn't need it to actually,
8 to use your example, get the water to the house or get
9 the electricity to the house, suddenly is a necessary
10 permit.

11 What if -- what if it would take two
12 years to get an air permit at a power plant that the
13 utility doesn't have? Are we going to have to tell the
14 customer that we can't supply you service for two years
15 even though the wire is there, the capacity is there, we
16 have the ability to deliver the electricity, but we're
17 going to have to get this permit and it's going to take
18 two years to do it.

19 So we're all -- everybody that wants
20 service has to wait two years to get that permit,
21 because we want to have some unrelated permit over here
22 that's not necessary to provide service.

23 It's necessary to comply with the --
24 whatever the permitting authority is that's requiring
25 that permit. I don't dispute that. I don't dispute

1 that we should have had PSD permits, but it's not
2 necessary to supply the service. I also want to -- I, I
3 want to take this opportunity also to, I guess, to
4 address the water example that you came up with, which I
5 think was a good one.

6 I, I truly don't understand this argument
7 that if you don't interpret the tariff the way that the
8 City say that it should be interpreted, that somehow
9 Ameren does no longer has an obligation to provide safe
10 and adequate service to all of its customers. 393.130.1
11 says we do. It doesn't matter what this tariff says.
12 We have an obligation to provide safe and adequate
13 service.

14 The water company in Ms. Whipple's
15 example couldn't just ignore toxicity in the water and
16 allow it to flow through the pipe because this tariff
17 was interpreted as only applying at the commencement of
18 service because that utility would be violating
19 393.130.1 from the very beginning. So that's a red
20 herring.

21 The point is, we have a reasonable time
22 to provide service. It only makes sense to read that,
23 that it applies at the commencement of service because
24 the temporal nature of it wouldn't have no meaning
25 whatsoever. You'd have to just take it out of Section F

1 if that's what it means. And, and, and, and we -- and
2 we have to get the permits that are needed so we can get
3 the electricity to your meter. That's all we have to
4 do.

5 THE COURT: Okay, let me I'm going to
6 skip over to the CCN order for a bit. In looking at the
7 CCN order, the municipalities pointed out that you need
8 to see that order within the larger context of what's
9 said in the body of the order. And in the body of the
10 order, it says, "The applicant proposes to operate the
11 Rush Island plant within all known and proposed
12 standards of the Federal Environmental Protection
13 Agency, as well as the Missouri Air Conservation
14 Commission."

15 Why is the ordered paragraph 2 and it
16 says ordered. Why is that not just parroting that? Why
17 -- if, if that simply says, they say they're -- if, if
18 the body of it simply says, the applicant says they're
19 going to follow all environmental rules past and future,
20 which is -- which is a possible reading of proposed.

21 MR. LOWERY: Understand.

22 THE COURT: Then why doesn't the ordered
23 -- why isn't the ordered paragraph just parroting that
24 as a condition. You said you're going to do, it is a
25 condition that you do it.

1 MR. LOWERY: Well, you might note that --
2 and Ms. Whipple took umbrage to, to my doing this. You
3 might note I actually bracketed the exact same language
4 you just read in the body of the order, because I think
5 it actually supports our argument. Again, you have to
6 put this in context. The EPA had just been formed five
7 months earlier. The EPA, I'm sure, I can't --

8 THE COURT: I'm going to stop you real
9 quick. Is any of this in the pleadings or is this just
10 background context you're giving me now?

11 MR. LOWERY: It's background context, but
12 I think you can certainly take notice of it.

13 THE COURT: I don't know that I can in a
14 summary determination. I'm going to let you go with it
15 for now.

16 MR. LOWERY: Well, you can make that
17 decision, and I can't, can't say that I've researched it
18 or can give you a completely cogent argument as to why
19 you can or you can't. But regardless, there were
20 undoubtedly maybe some existing regulations and probably
21 a whole bunch of proposed ones at that time. And I
22 think the, the reading in context of what existing and
23 proposed meant, meant here's -- here are the regulations
24 that are on the table. They're coming down the pike.
25 We propose to comply with those. The way we've

1 designed.

2 There was -- there was discussion of
3 where the coal was going to come from, and that at some
4 point scrubbers might have to be put on the plant. All
5 that is in the order by the way, that we would have to
6 comply. And is it possible? Is it possible to turn all
7 of that into a condition? I mean, anything is possible.
8 But the -- but the Commission didn't say that it was
9 imposing a commission -- a condition.

10 And I'm going to go back to and I think
11 you mentioned this a minute ago, I think violation of an
12 order and a condition are not the same thing. And the
13 reason is, you know, and I'm going to go back all the
14 way to law school and take you back there with me a
15 minute. A condition has a -- has a specified meaning,
16 right? And Commissions are either satisfied or they
17 fail. And if they fail, what does that mean?

18 If you're conditioning the grant of
19 something, what does that mean? I will -- I will
20 absolutely allow you that if the Commission -- if there
21 are regulations and so on, and somebody violates a
22 commission order and so on that there can be remedies,
23 like the Commission can ask the general counsel to go to
24 the circuit court and seek fines and penalties. That's
25 always a remedy the Commission has.

1 But the, the conditions that can be
2 imposed and Ms. Whipple spent a lot of time talking
3 about an apocalyptic world where we're just going to
4 completely blow up 393.170, if any of our arguments are
5 accepted, and I, I don't subscribe to that and I'm not
6 going to go into that right now. But the conditions
7 that can be imposed under 393.170.3, which is obviously
8 part of the CCN statute, the conditions on the grant.
9 The grant is, you are hereby allowed to construct and
10 then commence operation of this plant.

11 I would argue that 393.170.3 isn't
12 actually a 50 or 75-year operating permit. It's a --
13 it's permission to construct and obviously you're going
14 to construct, you're going to actually when the thing
15 goes into service, you're going to start putting coal in
16 the boiler and it's going to start operating.

17 But, but I would argue that 393.170.1
18 isn't some ongoing forever operating permit necessarily
19 that the -- that utility gets, because when you read the
20 statute, it doesn't say you must come in and get
21 permission to construct and to operate. It says you
22 must get in -- prior to -- prior to commencing
23 construction, you shall come in and get the permission
24 and authority of the Commission. And we call that a
25 CCN. CCN is not actually used in the statute directly,

1 but that's what we call a CCN.

2 THE COURT: Maybe I'm not following you
3 here. Are you saying that the Commission can only order
4 conditions that are finite?

5 MR. LOWERY: I think I'm saying two
6 things. I think when the -- if the Commission -- no, I
7 don't think that's true, because I think there's other
8 sources of authority that the Commission has, and
9 393.140.1 of the sub, you know, the Commission can
10 prescribe such facilities that are safe and adequate,
11 and those kinds of things. I think there's some other
12 authority.

13 So I think the Commission can order some
14 ongoing conditions. But what I don't think the
15 Commission can do is order conditions that are not
16 within the purview of its express or implied statutory
17 powers. And I'm not saying the Commission has never
18 purported to do that. I think it's very rare.

19 If we look at the orders that Ms. Whipple
20 cites in her reply, the Big Hollow order, the Grain Belt
21 order, the Evergy order, if you look at those, you know,
22 provide construction reports, give us an update on the
23 permits you needed. I don't remember the other two or
24 three.

25 They are all conditions where the

1 Commission saying, "I'm giving you permission to
2 construct this thing and necessarily I know once you
3 construct it, you're going to turn it on and start using
4 it. I want to know how the construction is going. I
5 want to make sure you have all the permits you needed in
6 contextual with that construction before you start
7 operating it."

8 Because if you, you, you know, you think
9 back to the South Harbor litigation, these are -- these
10 are court cases that exist and that, that you can -- you
11 can obviously look at. But the Commission doesn't want
12 utilities going out, getting CCNs and constructing power
13 plants, and not getting all the permits they need and so
14 on to actually start up that power plant, and then have
15 a big mess on the Commission's hands where the utility
16 maybe has a billion dollar power plant that they now
17 have problems with.

18 And I suppose the Commission can try to
19 protect ratepayers from the financial consequences of
20 that, but damages the utility's credit, damages the
21 utility's financial standing, and it creates a big mess.
22 So the, the Commission imposes a number of conditions.
23 It's very common for that to happen on, on what evidence
24 the, the utility has to provide. And those do stop when
25 the plant is, is in service and operating. And those

1 are, I would say 90 percent of the commissions we see
2 out of CCN cases. They are finite.

3 I think occasionally Commission goes
4 beyond that and under other, other statutory authority,
5 probably has the authority to do that, but I think where
6 the Commission crosses the line, if it goes beyond that
7 and it purports to get into areas that it doesn't have
8 express or implied statutory authority for.

9 THE COURT: Well, I think it's
10 interesting. I'm glad you brought that up because that
11 was an argument that you made in your pleadings that I
12 didn't quite follow. And that was that the Commission
13 did not have authority to impose conditions involving
14 the Clean Air Act, basically because that's not in our
15 yard. However, I didn't follow your argument because I
16 don't think that would be the Commission making that
17 determination as whether the Clean Air Act was violated.

18 I, I think what you're postulating is
19 kind of bizarre and that it would be, are we making the
20 determination that they violated? I would assume that
21 it would come kind of the way this came, which is
22 another court has made that determination and now it's
23 in front of us as, as an undisputed fact. Do you follow
24 me? I don't -- I don't get -- I don't get your argument
25 that the Commission could not impose a condition that

1 you follow other laws.

2 MR. LOWERY: Well, let me -- let me try
3 to articulate it a little bit better. If the utility
4 comes and gets a certificate from, from the CCN -- from
5 the Commission that says, you can construct and then
6 start up and operate this plant. Then it's done what it
7 needs to do as far as the Commission is concerned in
8 order to do that. The Commission can impose conditions
9 under 393.170.3, but I don't believe that the, the
10 ability to impose conditions is unlimited.

11 The Commission can't say, just to take a
12 far-fetched example, and you shall always have this many
13 employees from this -- from the State of Missouri, you
14 know, employed by your -- employed by utility, or some
15 other example. The Commission is a body of limited
16 jurisdiction. I think we all recognize and agree with
17 that.

18 And to know what authority the Commission
19 has, you have to look at what's expressly in Chapter 386
20 or 393, or you have to say what are some other powers
21 that are necessarily implied -- that are implied the
22 Commission has to have them in order to discharge the
23 authority that it was given in those two chapters. And
24 requiring compliance with environmental laws, which is
25 already required by the EPA and any other state or

1 federal laws or statutes.

2 It's not necessary for the Commission to
3 require that in order for the Commission to do its job
4 to discharge every single authority that it has. It's
5 certainly not expressed in any statute that the
6 Commission has that authority, and there's no -- there's
7 no implied reason. There's no implied power that needs
8 to exist for you to do your job for that environmental
9 compliance. And let me -- let me take it a step
10 further.

11 Let's imagine utilities don't comply with
12 the environmental laws, and it causes problems. And it
13 causes financial losses or other impacts, right? If
14 that happens, if the utility imprudently doesn't follow
15 those laws, and that causes costs and so on. You have
16 every bit of authority and jurisdiction you need to
17 protect customers because you can -- you can, in the
18 rate making process, not allow the utility to recover
19 those. The utility gets fined by the EPA \$10 million,
20 you don't have to allow recovery of that.

21 Utility imprudently does something else
22 that's in violation of environmental laws and that has
23 that impact, you don't have to allow recovery of that.
24 And that's your regulatory authority. Your regulatory
25 authority is not to tell the Commission you've got to

1 comply with all these things over here that somebody
2 else -- that the General assembly or the Congress has
3 already delegated somebody else. The Commission's sort
4 of unique in some respects in that it only has the
5 powers the legislature gave it.

6 And I think you've probably, probably
7 know this. The Commission's been called a committee of
8 the legislature because all of its power comes from the
9 legislature. There's no constitutional basis. The
10 legislature, in theory, could just regulate utilities
11 directly and not have a commission. And so if you don't
12 have that power, then you can't do it.

13 And so I do think that you can't -- you
14 can't get into conditions that go beyond your statutory
15 authority, whether it's expressed -- and you won't find
16 any expressed authority for this and I don't think you
17 can find any necessity to have the authority to do that
18 either to exercise those expressed powers. That is the
19 argument.

20 THE COURT: Well, to kind of play devil's
21 advocate again, I believe and I, I, I'm not quoting this
22 exactly, so bear with me. I believe the CCN statute
23 authorizes the Commission to impose such conditions as
24 it finds necessary, which doesn't seem to be much of a
25 limitation. And on the flip side of that, I don't think

1 the EPA has any authority to grant a CCN. So I think
2 that those two dovetail without necessarily crossing.

3 You had said, and, and, and I found this
4 interesting, you know, in, in the tariff, they've said
5 this, but there was really no reason to. We have to
6 apply, you know, comply with these laws federally
7 anyway. So whether they -- whether it's said in the
8 tariff or not, it's something we have to do.

9 And when I come to or when I go to this
10 1971 order, and I go to paragraph 2, if it's not a
11 condition, then it seems like what the Commission is
12 doing there is merely pointing out the limitations of
13 its own authority, which seems something very odd for
14 the Commission to order.

15 MR. LOWERY: I will allow you that it's
16 an unusual provision. I, I cannot argue with you,
17 Judge, and that's why I pointed out that the ordering
18 provisions are nothing more than a replication of the
19 conclusions that the Commission had in the conclusion
20 section of the order, which aren't technically the
21 ordering provisions. And so I think -- and Ms. Whipple
22 said, and I'd say too, I was seven years old in 1971, so
23 I can't say exactly what all the practice was at that
24 time.

25 But I think you have to -- I think you

1 have to give effect to the, the way that the Commission
2 structured this order, and they, they included this
3 conclusion and I think Staff hit the nail on the head.
4 They simply were -- they were doing just what you said
5 they were saying, "Look, we can't tell you, you can't
6 take our order and use it as a get out of jail free card
7 for compliance with environmental laws. And we want to
8 be clear about that."

9 And then they repeated that language in
10 an ordering provision. And, and I think that's what
11 happened here. None of us were there. And you have the
12 unenviable job of having to make a decision about it,
13 obviously. But I, I think how this order is structured
14 is important, and I think it supports while it may be
15 unusual, it's not something we would see today. I think
16 it supports the conclusion that we reached and that the
17 Staff has, has independently of us also reached.

18 THE COURT: Okay, thank you. Are there
19 any Commission's questions at this point? Hearing none,
20 I was going to give each party an opportunity to do a
21 brief rebuttal. You'd like to go ahead, Municipalities?

22 MS. WHIPPLE: Briefly, Your Honor.
23 Responding to one of Mr. Lowery's admissions because I
24 think maybe it will kind of help us cut through the --
25 to the chase here. Mr. Lowery admits that the federal

1 court has already concluded that Ameren violated the
2 Clean Act every day -- Clean Air Act every day for all
3 the years that it operated without the required permit.
4 There's no dispute about that.

5 So, of course, for the same duration of
6 time, Ameren violated its tariff and its CCN, because
7 the tariff and the CCN required Ameren to have been in
8 possession of all required permits of all governmental
9 authorities for every day that Ameren violated the Clean
10 Air Act according to the federal court's decision. It
11 also, every single one of those days, violated its
12 tariff and its CCN. That is not an absurd result. That
13 is simply an undisputed fact.

14 Ameren doesn't like the fact, and I guess
15 I can understand why they don't, but it's still the
16 truth. But it's not -- it doesn't -- the consequence of
17 that as the court had -- as Your Honor and the
18 Commission has already specified in the two issues that
19 it has articulated, it will rule upon, the consequence
20 of Ameren's violation does not land here.

21 The decision to be made here by this
22 Commission, who has exclusive primary jurisdiction over
23 the CCN and the tariff is was the CCN violated by
24 Ameren's violation of the Clean Air Act by not obtaining
25 the required permits? Was the tariff violated by

1 Ameren's violation of the Clean Air Act by not obtaining
2 the required permits? Period. The consequences will be
3 sorted in a court.

4 And that's also why this dispute won't
5 come before this Commission by anybody else, not
6 Ameren's millions of customers, or any other cities, or
7 anything like that because once that decision is made
8 here, yes, the tariff was violated, yes, the CCN was
9 violated, that decision is done. And anybody -- I don't
10 know of anybody that has the same harm that our five
11 municipal power providers suffered, I don't know of any.

12 But if there are any out there, they're
13 not going to come here again and relitigate all of this
14 before the Commission. Because the Commission will have
15 already made that decision. And so it's, it's final
16 here with the decision on these two issues. And
17 whatever consequences come to Ameren, if any, for that
18 are in a court, not here. The other thing I wanted to
19 say is I wanted to comment -- add to, Judge Clark, you
20 asked about the significance of Tariff Sheet 102,
21 Section F, which is clearly labeled company obligations.

22 And there isn't another -- I looked, I
23 promise, there isn't another section in the tariff that
24 spells out the company obligations. This is it. And I
25 know that Mr. Lowery said, "Well, hey, you know" -- the

1 reason that, that it starts off with the very first
2 thing that said in that section, in supplying service to
3 customers, Mr. Lowery said, "Well, you know, hey, these
4 tariffs, they're written by technical people and
5 engineers, and, you know, maybe, you know, it could have
6 been better worded."

7 Well, I think if we ask any engineer in
8 this building or any technical person in this building,
9 if you ask my husband, who's an engineer, if an engineer
10 wrote those words in supplying service to a customer, by
11 golly, that's what he meant. He meant anytime you
12 supply customers with service, by golly, you better do
13 all the things that follow in this paragraph, because
14 that's how precise and specific technical people and
15 engineers are. So I would -- I would go back to just
16 what I said when we -- when I first stood up here.

17 The decision here is straightforward. We
18 already know it's undisputed that Ameren violated the
19 Clean Air Act because it didn't obtain and possess all
20 of the required governmental permits while it supplied
21 service through its Rush Island plant. The question is,
22 look -- the, the language in the tariff and the language
23 in the CCN both say you've got to have permits.

24 So the question is, did they violate the
25 CCN and the tariff while they were violating the federal

1 law? And the answer is yes. And, and we're done. It's
2 just that straightforward. The facts are undisputed,
3 the law is clean, it can be determination on the
4 pleadings, it can be summary determination at the
5 Commission's comfort level, and we move on to another
6 form. And I, I thank you on behalf of the five
7 municipal power providers and all of their customers for
8 hearing this today. Thank you.

9 THE COURT: Thank you. Ameren?

10 MR. LOWERY: Briefly. Let's go back to
11 the fundamental problem with the tariff argument because
12 there's different arguments that have been made and so
13 on. The temporal nature of the language in the tariff
14 requirement is completely nonsensical and doesn't even
15 belong there if the -- if the Cities' argument is true.

16 Because if we've got an -- we're already
17 providing service and, and the service is already
18 ongoing, there's no -- there's no supplying service
19 within a reasonable time. That's the central part of
20 the provision. You've got to read the entire provision
21 together. And if you don't do that, then that provision
22 really, really has no meaning.

23 Secondly, just because we need a permit
24 to do something over here, I mean, our truck drivers
25 need CDLs, but I don't think we're going to argue that

1 that's a necessary permit prerequisite to -- surely
2 we're not providing our customer service or in the
3 example I gave before. What if we find out we need a
4 permit from something and it's going to take two years
5 to get one? Do we have to tell all of our applicants
6 that we can no longer -- we can't serve them because we
7 don't have that permit yet.

8 That can't be what necessary permits
9 means there, particularly when you -- when you inject
10 the temporal nature of the language that says we, we
11 both have -- we both have sort of some protection. We
12 don't have to provide it the service instantaneously,
13 but we also have an obligation. We can't just sit on
14 our hands and not provide within a reasonable time. We
15 have to provide within a reasonable time. That's the
16 key operative language in the tariff. And that's, I
17 think, is what -- is what we're missing.

18 I -- the other thing I think I'll say
19 about that is, you know, before, when you were asking
20 Ms. Whipple questions, we got into this water example.
21 We had this pretty long and convoluted discussion about,
22 well, if it doesn't if the tariff doesn't mean what we
23 say it means, you know, where's Ameren's obligation?
24 Ameren doesn't have an obligation to provide service on
25 an ongoing basis.

1 Well, as I said before, that's just not
2 true. It's not what the provision means and Ameren does
3 have an obligation under 393.130.1, we don't need to put
4 it in the tariff to repeat it. And in fact -- so, so I
5 just -- I don't think -- I, I think it's very clear that
6 to me, Ms. Whipple says, it's very clear to her, you
7 know, the law is straightforward, the facts are
8 straightforward.

9 If the law was as straightforward, I
10 think we wouldn't have spent nearly as much time on the
11 case as we have. But, but I do think that the proper
12 and best reading of the tariff is the one that we've
13 advanced to you. Staff has agreed with that. The party
14 that, of course, is looking for you to find a violation
15 and to get to court so they can, under some theory,
16 bring civil action against us, of course, sees it
17 differently, and I understand that.

18 Yes, I'll make one other point only and
19 we -- because you and I have just talked about most of
20 these questions, and I think in our discussion, we
21 really hit on most of the things that I was going to
22 address that Ms. Whipple had to say. But one other
23 thing that came up, if the CCN -- and I guess this goes
24 back to the tariff -- if the CCN, as I think has been
25 suggested today, is the sole authority to operate the

1 plant, then the tariff would become irrelevant.

2 This idea that we have to have a
3 necessary permit in the tariff, and the tariff somehow
4 creates an ongoing obligation to, to, to allow us -- the
5 tariff is the source of our ongoing obligation wouldn't
6 be necessary. So with that, I, I also very much
7 appreciate the fact that you had questions, and I hope
8 that we've been able to illuminate those questions.
9 Appreciate your patience in, in addressing them this,
10 this, this afternoon. And I'd ask you to find in favor
11 of the company on its cross motion. Thank you.

12 THE COURT: Thank you, Ameren. Now, I
13 have ignored you, Staff, this entire time because you
14 have not filed a summary determination motion of any
15 kind. But I don't want to prevent you from weighing in
16 if you have something you want to say. However, I'm not
17 requiring you to say anything.

18 MR. PRINGLE: Yeah, no, Staff, for the
19 most part, we're present here just in case the
20 Commission had any questions about our recommendation.
21 But really nothing further for us -- the Staff has to
22 say about either motion for summary determination. But
23 thank you, Judge.

24 THE COURT: Thank you, Mr. Pringle. Is
25 there anything else that needs to be addressed before we

1 adjourn this hearing? All right. I'd like to thank you
2 both for your time coming here today, and Staff
3 included. And I appreciate you taking the time to put
4 together some very cogent arguments for the Commission
5 to consider. And with that, I will adjourn this motion
6 hearing and we will go off the record.

7

8

9 (End of audio recording.)

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE OF TRANSCRIPTIONIST

I, CHANDAN CHAND, do hereby certify:

That said audio transcription is a true record as reported by me, a disinterested person.

I further certify that I am not interested in the outcome of said action, nor connected with, nor related to any of the parties in said action, nor to their respective counsel.

IN WITNESS THEREOF, I have hereunto set my hand this 19th day of June, 2026.

A handwritten signature in dark ink, appearing to read "C. Chand", is written above a horizontal line.

Chandan Chand

\$	1:36 2:17	393.170 59:4	9	access 33:14
\$10 64:19	1st 15:4	393.170.1 47:11 59:17		accidentally 49:11
1	2	393.170.3 16:23 17:11, 22 18:21,22 19:7,24 59:7, 11 63:9	90 62:1	according 68:10
1 24:18,21 25:9	2 15:4 21:6 56:15 66:10		96 14:6,21 34:3 35:9	accused 41:9
1.2 36:7 37:17 50:25	20 12:20 37:20 40:1 47:24	4	A	acknowledgin g 10:1
10 52:7	2007 36:1,9, 21 37:4 38:20 50:12	4 15:2,4	ability 44:7 48:5 54:16 63:10	Act 8:10,25 12:5,25 21:11 27:20 39:16, 17 46:1,2,23 47:5 62:14,17 68:2,10,24 69:1 70:19
100 14:11,21 34:3 35:9 51:20	2010 36:1,9, 21 37:4 38:20	5	able 74:8	action 10:21 73:16
101 33:17 40:20,23,25 41:8 51:20	2024-0021 12:22	5 13:3 16:18 18:13 39:22 52:7	about 8:21 10:5 12:9 22:6 23:13,24 27:18 29:21 31:6 33:5 34:2,19 35:6, 21 37:4,15 38:16 39:8,12 40:3 41:3,16 42:11,13 45:23 47:2,22 50:2,8,9,10 51:11 52:23 59:3 67:8,12 68:4 69:20 72:19,21 73:19 74:20, 22	actions 9:24 47:3
102 7:8 13:16 14:21,23 33:17,24 35:23,24 37:22 39:23 40:20,25 41:8 47:24 51:6,20 69:20	2026 2:16	50 48:6 59:12		actual 21:8 39:11
11th 2:16	21st 7:4	50-year 44:11	6	actually 4:18 5:17 12:8,10 38:14,23 43:5 54:7 57:3,5 59:12,14,25 61:14
13 36:14	24 24:18,22 25:10	6 15:2	7	add 17:11,16 19:8 69:19
13th 15:1	25 25:2,12	7		additional 5:13
15 37:20	3	71 30:18	above 43:6,18	address 6:10 11:9 33:1 49:15 55:4 73:22
1930s 46:23	3 43:6	75-year 59:12	absent 30:14	addressed 4:15 10:15 74:25
1970 46:2	30,000 20:7, 13	7th 13:8	absolutely 26:25 32:17 39:3 47:1 58:20	
1971 7:4,9 16:2 19:12 21:7 29:23 30:5 31:11 32:12 45:11 66:10,22	310 2:18	8	absurd 37:15, 25 38:3 68:12	
	32 25:3,12	8 16:7,17 19:14	accepted 59:5	
	386 63:19	8th 8:10		
	393 63:20			
	393.130.1 55:10,19 73:3			
	393.140.1 60:9			

addressing 74:9	74:10	22 10:10 11:7	34:12,19	15:7,13,22
adequate 15:14 27:6,15 55:10,12 60:10	afterwards 6:23	13:20 14:2	39:20 48:24	16:7,11,17,21
adjourn 75:1, 5	again 14:17 15:4 30:16 42:2 57:5 65:21 69:13	16:13 19:25 25:4,24 26:19 27:7,14 29:2, 4 30:17 31:16 32:4 35:7 36:7,18 37:2, 8,17 38:19 39:13,25 40:19 41:7, 18,19,22 45:25 46:17 49:1,8 50:17, 20,24 53:13 54:19 55:10 56:3,11,19 58:4,6,13 60:25 61:5,13 63:16 65:1,8 66:23 68:2,8 69:13 70:13, 19 71:7 72:5 75:1	49:25 52:6,13 63:25 65:3 68:1,18 69:15 70:18 71:16, 17	17:4,5,8,12, 16,22 18:3, 13,21 19:19 20:8,9 21:2, 10 27:6 28:2, 11,20 29:14 31:13,16,21 32:5,8,12,21 36:1,6,16,21, 23,25 37:17, 21 38:5,9,11, 12,17,18,21, 22 39:4,22 42:18 43:18 44:8 45:18 47:16 52:10, 24 55:9 68:1, 6,7,9,14 69:17 70:18 71:9 72:24 73:2 74:12
administrative 23:24	against 3:4 73:16	agency 15:23 16:14 29:5 32:16 56:13	also 3:25 4:1, 2,8 7:23 9:18 10:11 13:11 14:11 15:18 18:15 19:12 25:12 31:22 34:5,6 36:23 40:17 51:16 52:1 54:4 55:2,3 67:17 68:11 69:4 72:13 74:6	Ameren's 5:4 9:24 10:5 12:21 13:9,11 14:5 15:1,10 16:21 17:11 18:6 19:5,11, 21 21:25 31:19 68:20, 24 69:1,6 72:23
admissions 67:23	ago 9:1 36:5 38:5 40:2 41:10 58:11	allegations 8:3 9:21 10:7, 10	alternative 24:15	amount 25:22 49:16
admit 44:22	agree 9:7 23:22 24:6 35:22 42:12 63:16	allow 47:15 52:16 55:16 58:20 64:18, 20,23 66:15 74:4	although 10:8 24:2 33:14	analogy 46:20
admits 16:17 67:25	agreed 8:11 43:1 73:13	allowance 53:5	always 6:6 19:23 22:13 24:2 31:7 32:14 58:25 63:12	analysis 53:25
admitted 5:17 7:25 8:9,13 33:18	agrees 13:3 39:20,21	allowed 59:9	amend 17:22	annihilate 15:12
advance 6:8	ahead 9:20 12:6,12,13 25:1,10,11 35:15 67:21	alluded 38:4	amended 12:20	annotated 35:18
advanced 73:13	air 7:5 8:10,25 12:5,25 15:22 16:9,15 21:11 27:19,20 32:13 39:15, 17 45:20 46:1,2,11,13 54:12 56:13 62:14,17 68:2,10,24 69:1 70:19	along 35:6	amendment 18:21 31:14	
adversely 16:9	all 2:15 6:25 8:3,7 9:15,21,	already 4:8 8:12 12:25 17:8 23:13 28:12 31:20	Ameren 3:1,4, 6,23 4:1,18, 19,22,24 5:12 6:14,23 7:3, 21,24 8:8,12, 24 10:9 12:24 13:2,24 14:18,21	
advisement 6:3				
advocate 25:16 65:21				
affect 16:9				
affects 4:25				
after 13:20 17:7 18:2 25:24 26:3,19 38:9 39:9 42:5 50:20				
afternoon 2:16 32:24 52:18,19				

another 18:20,23 23:14 46:21 62:22 69:22, 23 71:5 answer 24:19 34:13 41:7 48:9 53:20 71:1 any 2:5 3:13 4:4,14 6:4 8:6 14:22 15:5, 22,23 17:6 20:19 21:13 28:13,14,23, 24 29:17 31:14 32:19 35:4 40:2 41:9,10,11 42:9 44:9 48:7,19,22 51:11 52:12 53:8 57:9 59:4 63:25 64:5 65:16,17 66:1 67:19 69:6,11,12,17 70:7,8 74:14, 20 anybody 17:20,21 21:8 43:22 69:5,9, 10 anymore 9:5 44:12 45:5 52:14 anything 41:11 53:17 58:7 69:7 74:17,25 anytime 70:11	anyway 6:7 24:9 66:7 anywhere 7:14 53:18 apocalyptic 59:3 appear 35:1 appears 21:1 45:17 appellate 30:21 applicable 7:5 16:20 36:13 applicant 15:21 56:10, 18 applicants 72:5 application 41:21 47:17 applies 55:23 apply 40:24 41:18,20,23 42:5 51:14 66:6 applying 42:2 55:17 appreciate 4:9 74:7,9 75:3 appreciates 32:25 appropriate 10:6 approvals 13:21 25:25 26:20	April 13:8 15:1 36:14 aptly 45:15 area 18:9 areas 62:7 argue 6:14 12:13 14:21 32:21 43:1 46:9 59:11,17 66:16 71:25 argued 24:15 argues 14:21 16:22 17:4 arguing 8:20 10:5 29:11 argument 5:23 6:11,13 12:7,12 15:3, 5,6,10 17:11 18:4,14 20:17 25:21 29:20, 24 37:25 45:18 47:17 55:6 57:5,18 62:11,15,24 65:19 71:11, 15 arguments 19:5,11 47:2 59:4 71:12 75:4 arises 39:9 around 19:7 23:24 29:3 46:23 artful 54:1 articulate 9:10 63:3	articulated 31:6 68:19 as 2:2 3:1 5:8, 15 6:9 7:22, 24 8:17,18 9:17,21 11:4, 21 14:4 15:20 16:14 17:3, 15,17 18:25 19:1 21:2 22:16 24:25 25:8 28:17 35:1 37:13 38:4 39:20,24 44:2 45:25 46:15,25 51:3 54:5 55:17 56:13,24 57:18 62:17, 23 63:7 65:23 67:6 68:17 73:1,9,10,11, 24 aside 2:19 20:23 52:2 ask 3:13 7:10 12:9,10 13:6 31:21 37:20 48:2 58:23 70:7,9 74:10 asked 4:13 33:12 38:21 50:14 69:20 asking 17:23 35:3 37:20 72:19 aspect 20:23 aspects 6:21 assembly 65:2	associate 3:25 assume 35:9 62:20 assuring 45:17 at 2:2 3:13 4:4 6:4 8:5 9:3,5, 10 10:10,21 11:18 12:20 13:2,15 14:6, 11,24 15:1,4, 17 16:2,7,10, 17,18 18:13 19:13,14 20:23 21:12 23:12 25:15, 18 28:11,14, 15,21 30:1,7, 18 31:18,19, 21,25 32:20 34:1 35:10 36:2,12,13 39:13,25 41:7,14 43:21 44:10,22 45:24 46:6,8, 17 48:18 49:2 50:25 51:15, 16 53:13,21 54:12 55:17, 23 56:6 57:21 58:3 60:19,21 61:11 63:19 66:23 67:19 71:4 attachment 33:16 audio 75:9 authorities 7:1 13:22 14:3 26:1
---	---	--	--	---

36:19 68:9	background 57:10,11	74:1	big 18:6 19:13 32:11 46:6 60:20 61:15, 21	Brian 2:2
authority 15:19,20 16:23 17:2,6, 18,21 18:1,12 19:2,9,24 20:2,4 22:4, 17,18 23:20 26:1 31:12 43:11 44:6, 12,16 45:11 47:3 54:24 59:24 60:8,12 62:4,5,8,13 63:18,23 64:4,6,16,24, 25 65:15,16, 17 66:1,13 73:25	based 32:11 51:14	before 4:15 23:1 28:4 29:11 41:20 61:6 69:5,14 72:3,19 73:1 74:25	billing 49:9	brief 9:22 10:23 16:7 18:2,5 25:4 67:21
	basic 46:4 51:11		billion 61:16	briefly 11:9, 15 21:1 67:22 71:10
	basically 17:22 25:5 62:14	befuddled 8:18	bills 49:17	bring 73:16
	basis 10:16 52:8 65:9 72:25	beginning 53:14 55:19	bit 8:18 18:4, 14 34:1 41:10 46:4 56:6 63:3 64:16	broad 22:21
	bear 65:22	behalf 3:17,23 4:1,7 71:6	bizarre 62:19	broadcast 2:4
	because 6:3, 20 7:10,17 9:10,24 10:16 13:10 15:17 17:5 18:4,18 19:19 22:7 23:2,11 27:5, 24 28:12,20, 21 29:1,16 30:17 31:25 33:10 34:6 37:9,11,13 38:1 40:1 44:25 45:5, 15,19 48:19 50:19 54:21 55:16,18,23 57:4 59:19 60:7 61:8 62:10,14,15 64:17 65:8 67:23 68:6 69:7,14 70:13,19 71:11,16,23 72:6 73:19 74:13	beings 44:21 45:1	bleed 50:4	brought 23:1 33:22 34:14 42:8 62:10
		believe 3:22 5:4,12 7:24 8:4 11:5,6,18 21:15 26:10 29:24 50:24 63:9 65:21,22	blow 59:4	build 18:8 32:6
authorized 31:15		believed 26:6 17:21	Board 2:20 3:18 12:17 16:16 20:6	building 2:18 70:8
authorizes 65:23		believes 17:21	bodies 29:1,5	bunch 6:17 57:21
authorizing 44:2		belong 71:15	body 23:8 29:6 31:12 32:16 56:9,18 57:4 63:15	business 3:1 39:2 40:6 48:4
availability 13:19 25:23 26:17		Belt 60:20	boil 33:8	but 4:4,9,22 5:1,7 6:6 7:14 8:4,14 9:5,7, 18 10:9,22 11:3,13 12:3 14:18 16:21 17:17 22:15 23:2,14 24:6, 8 25:5,21 26:18 28:9 29:2 32:4 33:7 34:14,18 36:25 37:9 38:7 39:18 41:23 42:3 43:14 44:17 46:4 50:7
avoid 22:18		Belt's 18:7	boiler 59:16	
		best 51:9 73:12	boils 7:7	
		better 31:4 63:3 70:6,12	book 53:22	
		between 14:20 21:13 23:14 40:22 46:24	both 2:3 6:4 9:2,24 24:10 25:16 26:13 29:5 52:10,11 70:23 72:11 75:2	
		beyond 62:4, 6 65:14	bound 22:10, 11	
	become 43:24		boy 28:16	
			bracketed 57:3	

51:2,5,9,20 52:25 53:8 54:4,16 55:1 57:11,19 58:8 59:1,6,17 60:1,14 61:11,20 62:5 63:9 66:5,25 67:13 68:15, 16 69:12 71:25 72:13 73:11,22 74:15,21,22 by 4:24 6:24 7:4 9:21 10:9, 24 11:2 12:25 13:1,7 15:21, 23 16:3 17:15 18:24 20:9,10 21:11 22:10 25:3 26:11 30:2,9 34:14 35:18 40:19 42:8 44:20 45:1 47:23 48:11,12 53:23 58:5 63:14,25 64:19 68:21, 23,24,25 69:1,5 70:4, 10,12	73:23 camera 6:10 cannot 23:3 66:16 capacity 13:20 25:24 54:15 capital 24:5 card 28:17 67:6 careful 6:3 carrying 40:25 case 3:2,3 6:9 8:2,9,14 9:2, 3,11,20,24 10:8 12:19,21 13:7 14:22 15:3,5,8 22:20 24:13 33:1,8 40:21 48:1,18,21 49:15,24 73:11 74:19 cases 61:10 62:2 causation 6:20 22:24 23:3 cause 10:20 caused 9:25 20:9 causes 64:12, 13,15 causing 9:24 caution 20:14 CCN 7:9	13:12,14 15:17 16:2,6, 12,19 17:7,9 18:5,7,8 19:12,21 20:9 23:9 30:11 31:22 32:9,16 33:6,10 42:12,13 43:3,6,12 44:1,6,8 45:19,24 46:9,18 47:11,16 49:6 50:3,10 56:6, 7 59:8,25 60:1 62:2 63:4 65:22 66:1 68:6,7, 12,23 69:8 70:23,25 73:23,24 CCNS 18:1, 10,15 47:2 61:12 CDLS 71:25 central 52:9 53:4 71:19 certain 46:4 certainly 5:5 6:3 20:12 46:7 57:12 64:5 certificate 63:4 chair 3:10 changed 22:15 30:19 31:2,24 46:3 chaos 19:6	chaotic 20:17 Chapter 63:19 chapters 63:23 charges 14:14 15:15 chase 67:25 chemicals 28:10 children 29:3 chooses 21:23,24 circuit 8:11 58:24 citation 14:22 citations 35:13 cited 15:2 16:19 18:5 34:6 cites 60:20 cities 3:17 5:15,16,17 8:19 12:16 33:18,21 34:15 37:10, 16,20 39:6 40:17 41:7 42:8,25 45:13 47:20 48:1 51:3 53:2 69:6 Cities' 42:12 48:14 71:15 citing 41:10 city 2:20,21, 22 3:20 12:6	18:9 36:10,12 38:15 51:21 55:8 City's 35:22 36:14 civil 4:23 73:16 claim 41:11 clarifies 43:25 clarify 50:1 clarifying 45:17 clarity 4:17 31:7 34:24 Clark 3:8 69:19 clause 51:13 clean 8:10,25 12:4,24 21:11 27:12,19 28:5 39:15,17 46:1,2 62:14, 17 68:2,9,24 69:1 70:19 71:3 clear 47:11 48:10 67:8 73:5,6 clearer 24:17 clearly 8:8,13 18:19 19:3,15 20:18 30:10 31:5 39:15 53:11 69:21 client's 4:22 clock 38:8 close 38:13
C call 2:23 34:23 59:24 60:1 called 36:5 65:7 came 18:6 38:21 39:19 55:4 62:21				

40:12	comment	11,15,18,22	25:21 26:15,	58:6 64:11
closed 31:10, 11 44:15	69:19	64:2,3,6,25	21 28:2,11,21	65:1 66:6
closing 49:13	commission	65:11,23	30:11 32:25	concerned
co-counsel	2:19 3:10	66:11,14,19	35:18 39:20	63:7
3:19 12:16	6:19 7:17	67:1 68:18,22	42:15 49:1	concerning
coal 58:3	8:21 9:14,18	69:5,14 74:20	52:16,25	15:6
59:15	10:1,3,10,17,	75:4	53:11,14,16	concerns 3:3
cogent 57:18	18,25 11:17,	commission's	54:6 55:14	concernthat
75:4	19 12:2,15	4:23 5:22 7:4,	69:21,24	22:2
coin 33:4	13:6,8 14:8,	13,23 11:18	74:11	conclude
collided 44:18	13,18 15:7	12:19 16:23	Company's	35:25 36:6,
come 23:17,	16:2,5,8,11,	17:25 19:9	35:1 40:13	10,11
22 37:18	15,22 17:2,6,	22:14 23:16	43:3 48:20	concluded
47:25 49:23	9,14,17 18:6,	35:2 40:13	Complainants	47:9 68:1
58:3 59:20,23	13,15,17,24	45:9 48:14	2:7,22	conclusion
62:21 66:9	19:1,5,13,15,	51:1 61:15	complaining	5:23 37:24
69:5,13,17	23 20:2,4,10,	65:3,7 67:19	40:16	43:4,5,8 47:7
comers 41:22	11,19,24	71:5	complaint 3:3	66:19 67:3,16
comes 51:19	21:19,23	commission-	6:22 7:11 8:1,	conclusions
63:4 65:8	22:2,4,9,13,	regulated	2 12:19 13:7	30:22 31:1,5
comfort 71:5	16,18,21	21:3	21:5 22:25	44:4 48:11
comfortable	23:2,10,21	Commissione	24:19 37:19	66:19
24:25 25:6,8	24:4,20,23	r 3:11	48:1,14 51:1	condition
coming 28:9,	25:5,13	commissions	complaints	17:3,15 18:24
20 50:13	30:14,19,21	20:3 58:16	49:9	29:25 30:14,
57:24 75:2	31:4,13,23	62:1	completely	15 32:3,18
commence	32:5,12,20,24	committed	53:3 57:18	42:22,23,24
59:10	34:20 35:5,13	49:21	59:4 71:14	43:2,4,13
commenced	37:18 42:14	committee	compliance	44:18 45:16
36:24	43:8,10,13,	65:7	15:21 18:11,	56:24,25
commenceme	14,15,17,25	common	16 63:24 64:9	58:7,9,12,15
nt 36:13	44:5,9,10,13,	61:23	67:7	62:25 66:11
55:17,23	15 45:9,12,19	compact	complied	conditioned
commencing	46:7,12,13,15	15:9,13 26:24	5:21 28:5	42:14,16
59:22	47:7,8,9 48:4,	27:4 29:9	comply 7:4	conditioning
	22 49:20	companies	19:22 27:7	48:5 58:18
	52:22 56:14	29:7,15	32:14 39:14,	conditions
	58:8,9,20,22,	company	15 43:15,18,	17:3,15,19
	23,25 59:24	2:11 3:1 12:4	22 44:3 45:20	18:11,25
	60:3,6,8,9,13,	13:17 14:9,15	54:23 57:25	
	15,17 61:1,			
	11,18,22			
	62:3,6,12,16,			
	25 63:5,7,8,			

19:2,3,10,24 22:6 30:8,9, 12,13 31:6 59:1,6,8 60:4, 14,15,25 61:22 62:13 63:8,10 65:14,23 confidential 6:7 confirms 43:3 confused 5:2 confusion 10:14,15 Congress 65:2 consequence 42:22,24 68:16,19 consequence s 42:20 45:8 61:19 69:2,17 Conservation 16:15 46:11, 13 56:13 consider 75:5 considers 18:1 consist 41:1 consistency 14:19,20 consistent 14:4 20:15 constitutional 65:9 construct 42:15 44:7 46:18 47:12	48:5 59:9,13, 14,21 61:2,3 63:5 constructing 61:12 construction 36:2 59:23 60:22 61:4,6 construed 15:20 45:12 consuming 28:18 contact 3:21 4:7 contain 14:8 contention 8:12 contentions 42:13 context 16:3 26:23 41:8 45:23 51:19 56:8 57:6,10, 11,22 contextual 61:6 continue 8:18 26:25 27:6 28:13 continued 9:5 continues 40:14 continuing 27:7 29:8,16 contradict 41:12 42:10 control 7:5	15:23 controls 45:21 convenience 33:12,19 convoluted 72:21 correct 11:4 21:25 33:7,24 35:11 43:5 correctly 39:24 costs 64:15 could 9:9 22:18 24:1 34:21 45:18 46:8 47:25 49:20 52:22 62:25 65:10 70:5 couldn't 10:17 55:15 counsel 3:13 4:13 58:23 count 29:4 countless 36:25 country 46:1 course 8:3 9:15 15:22 17:23 22:15, 23 23:7 25:4 26:9 30:24 68:5 73:14,16 court 2:1,6,9, 12,15,25 3:22 4:3,9,12 5:3,9 6:1 7:19,22	8:6,10 9:25 10:1,13 11:3, 7,11,19,20,24 12:8 13:1 17:8 20:19,22 21:9,17,21 22:9,20,24 23:15,23 24:10 25:15, 18 27:10 29:22 30:4,7 31:20 32:19 34:2,8 35:8, 15 48:22 50:4,6 53:6 56:5,22 57:8, 13 58:24 60:2 61:10 62:9,22 65:20 67:18 68:1,17 69:3, 18 71:9 73:15 74:12,24 court's 68:10 courtroom 17:21 created 46:2, 3,4 creates 61:21 74:4 creative 46:8 credit 28:17 61:20 cross 3:7 4:24 74:11 cross-moved 4:18 5:24 crosses 62:6 crossing 52:20 66:2	current 2:17 22:20 currently 3:11 30:8 customer 13:21 14:25 15:12 25:25 26:8 28:2 36:13 37:17 40:4,10,24 49:8 54:14 70:10 72:2 customers 6:24 13:17 14:1,10,16 15:14,16 20:8,14 21:4 25:20 26:13 36:8,25 37:9 38:7,18,19 40:7,9,11,15 47:25 50:25 53:13 55:10 64:17 69:6 70:3,12 71:7 cut 67:24 D damages 6:20 22:25 23:3 61:20 dancing 23:23 day 28:4 29:4 36:8 50:11,23 52:17 68:2,9 days 68:11 deal 6:5 29:14 46:6
---	---	--	--	--

debate 47:10	17	determining 6:21	21:2,13,16 23:14 54:25 68:4 69:4	draw 43:10 47:7
decades 44:21	Dentons 3:20	devil's 25:16 65:20	disputed 9:11 10:9 48:19	drinking 29:17
decide 9:15 47:23 48:3	deny 36:12	different 24:13 71:12	disputes 52:23	drivers 71:24
decided 18:3 24:24 32:5 49:4	dependent 13:19 25:22	differently 73:17	disrespect 19:12	dumps 28:10
decision 10:4, 17 13:13 23:8,20 25:5 30:21 57:17 67:12 68:10, 21 69:7,9,15, 16 70:17	depending 26:16	direct 17:18 19:1	District 7:20 13:1,2 21:9, 10	duration 15:16 36:15 68:5
decisions 10:5 11:19 22:10 30:19 31:23	describe 24:1	directly 18:12,17 59:25 65:11	DNR 46:12	during 16:21 27:3 44:10
decisis 22:12	description 16:4 19:14	disagree 5:11,22 8:11	DNR's 45:8	duty 14:4,19, 23 26:21 28:13 29:17 39:4,9 41:16 52:11
declared 13:8	designed 58:1	disagreed 7:21	document 8:2 31:15,18 32:1	
deem 17:3,16 18:25	detailed 16:4 18:11,19 19:3,15	disagrees 21:8	documents 14:12 33:13	E
deemed 25:14	determination 3:5,7 5:18,25 8:20 9:6,13, 15,20,23 10:8,11 11:2, 17,22 12:1,24 13:6 20:5,25 21:19,22 24:11,21,25 25:9,11 32:22 34:15 48:15, 20 51:2 57:14 62:17,20,22 71:3,4 74:14, 22	discharge 40:15 63:22 64:4	doing 3:1 22:18 25:8 39:18 47:14 57:2 66:12 67:4	each 6:15 34:22 67:20
defeat 16:22	determine 20:24 23:3 33:11 42:13 49:21	discharged 39:4 40:14	dollar 61:16	earlier 31:1 57:7
defeating 18:22	determination s 47:21,22	discount 39:7	done 27:9,16, 20 30:5 39:25 53:8 63:6 69:9 71:1	early 30:23
definition 14:12	determinative 34:9 35:17	discretion 22:21	door 51:1	easement 38:11 52:20
delegated 65:3	demonstrative 34:9 35:17	discussed 43:17	double 2:3	easements 13:20 25:24 26:20 38:9
deliver 54:16	demonstrative s 34:23	discussing 50:7	doubt 31:6	easier 33:25
denied 48:16,	determined 49:10,25	discussion 58:2 72:21 73:20	dovetail 66:2	Eastern 7:20 13:2 21:10
		disgorgement 49:12	down 7:7 18:6 33:9 47:20 49:5 57:24	easy 22:25 35:5
		dispute 8:5	drafted 53:23	EC-2026-0156 3:2
				EF- 12:21

EF2024-0021 7:13	enforcement 17:18 19:2	45:2	exactly 22:2 65:22 66:23	explain 24:12
effect 33:9,10 35:21,25 42:11 67:1	engaged 21:3 36:1	escape 47:17	examination 43:2	explained 5:20 7:14 45:15
either 2:11 21:14 33:4 42:23 50:10 58:16 65:18 74:22	engineer 70:7,9	essence 21:21	example 27:12,24 28:25 41:21 42:5 54:8 55:4,15 63:12,15 72:3,20	express 18:18 19:3,15 60:16 62:8
electric 2:21 3:1,19 12:18 14:9 20:7,13 21:4 36:7,8 39:19	engineers 53:24 70:5,15	established 8:13,14 9:2	exceedance 44:24	expressed 64:5 65:15, 16,18
electricity 28:1 38:25 40:6,7 54:9, 16 56:3	ensure 16:8	even 10:3 11:25 13:2 15:6 16:17 17:7 22:7 24:15 27:15 28:19 30:20 31:1,3 32:3 38:7,8 43:23 49:24 54:7,15 71:14	exceeded 44:25	expressly 44:6 63:19
else 27:5,8 48:18 53:16, 18 64:21 65:2,3 69:5 74:25	enter 20:4	entitled 9:17	exchange 15:14 29:10, 13	extension 50:18
emissions 44:24	entire 21:22 37:7 42:16 51:10,15 52:16 71:20 74:13	entitlement 11:21	exclusive 17:18 19:2 23:8,17 24:3 68:22	extremes 49:2
employed 63:14	enumerated 30:13	Every 18:8 60:21	excuse 51:20	eye 43:10
employees 63:13	environment 19:6 20:16	every 18:10 29:4 30:24 36:8 37:16 43:23 47:25 50:11,23 54:6 64:4,16 68:2, 9,11	excused 4:13	eyes 27:25
encouraged 22:3	environmental 16:14 29:5 32:16 42:17, 19 43:19 44:14,17 45:23 46:1,5, 17 47:18 48:7 53:17 54:6 56:12,19 63:24 64:8, 12,22 67:7	everybody 31:7 54:19	exercise 25:13 65:18	
end 36:19 48:21 75:9	EPA 46:2,11 57:6,7 63:25 64:19 66:1	everything's 28:4	exhaustion 23:25	F
ended 42:5		evidence 8:24 9:1 12:19 39:25 61:23	exist 40:18 61:10 64:8	
enforce 18:17		evidentiary 34:10	existed 46:12	facilities 60:10
enforceable 22:8	EPA's 45:7	evolve 54:1	existing 15:23 57:20,22	facility 18:8
	equipment	exact 57:3	exists 37:9 44:19	fact 5:14 7:18, 25 8:13,15 10:16 30:22, 25 31:5 34:25 39:8,14 40:17,19 62:23 68:13, 14 73:4 74:7
			experience 22:13 53:22	facts 4:21 5:13,17 9:16 10:9 11:20 19:18 21:1, 13,18 24:16, 18 25:2 34:17 48:19 71:2

73:7	file 4:4,19,20 14:7 37:19 48:1 51:1	28:22 33:16, 22 34:18 35:21 43:8 47:13 49:1 70:1,16	22 19:7,16 20:23 21:10, 11,12,19 26:24 27:12 28:14 29:10, 11,13 30:17 31:7,13,16 33:12,19,22 34:17,24 36:15 37:2, 19,21 38:21, 23 39:17 40:2,24 41:7, 10,14,23 42:3,5,20,25 46:20 47:20, 24 48:23 52:7 53:5 54:14 56:6 57:15 61:23 62:8 64:2,3,8 65:16 66:13 67:7 68:2,5,9 69:17 71:7 73:14 74:18, 21,22 75:2,4	8:10 9:25 10:2 17:8 21:10 31:20 66:3 frankly 44:18 free 67:6 frequently 49:3 from 2:10,13 6:25 8:16 13:21 14:2 16:2 18:6 21:23,25 23:8 24:8 25:25 28:10 30:18 31:12 36:14 37:25 38:14 40:5,8 47:7 51:19 55:19 58:3 61:19 63:4,13 65:8 72:4 74:15 front 34:20 62:23 Fulton 2:20 3:18 12:17 20:5 function 22:16 fundamental 71:11 furnish 13:18 25:21 39:23 53:11 further 12:3 64:10 74:21 future 10:22 22:6 45:18 56:19
factual 8:3	filed 3:4,6 4:24 6:12 8:2 14:12 18:2 74:14	fit 25:14		
fail 44:2 45:2 48:15 58:17	filing 5:4	five 13:5 20:12,13 35:22,24 37:22 40:18 41:13 51:6 57:6 69:10 71:6		
failed 13:10 19:20 27:1 37:23 44:10	filings 9:6	fleshed 10:21		
failing 7:4 21:11	final 69:15	flip 33:4 65:25		
fails 42:23,24	finally 21:9	flow 55:16		
failure 42:25	financial 61:19,21 64:13	flowing 28:7		
fairest 29:10	find 11:25 17:6 20:3 37:21 48:2 65:15,17 72:3 73:14 74:10	focused 51:7		
fairly 29:12	finding 10:16 11:1 12:20,23 32:17	follow 10:13 27:22 30:12 35:5 56:19 62:12,15,23 63:1 64:14 70:13		
familiar 46:22	findings 7:18 8:21 30:22,25 31:5	followed 49:11		
far 18:4 63:7	finds 11:20 19:10,25 65:24	following 30:12 60:2		
far-fetched 63:12	fined 64:19	follows 8:16 21:2 40:19		
favor 9:23 20:5 74:10	fines 58:24	fond 53:7		
federal 7:19, 22 9:25 10:1, 4 13:4,10 16:14,19 17:8 18:16 19:19, 22 23:18 31:20 32:15 46:22,25 47:5 56:12 64:1 67:25 68:10 70:25	finite 60:4 62:2	for 2:19 3:5,7, 14 4:4,17,19 5:8,16,18,24 8:17 9:11,14 10:16 11:17 12:1 13:1,6 15:3,14,15,21 17:23 18:7,8,	forced 40:10 forever 43:23 59:18 form 71:6 formed 57:6 former 22:14 forth 6:18 11:12 17:9 forward 9:18 18:19 31:8 forward- looking 19:4, 16 26:14 found 7:22	
federally 66:6	firm 3:20,25 4:1			
feel 24:8	first 6:12,13 8:2 9:15 23:17,22 26:19 27:24			
few 11:14 12:9 20:20 48:23				
figure 10:17				

G gas 34:5,7 gave 19:15 32:12 35:12 42:14 44:2,8 45:11 65:5 72:3 general 58:23 65:2 generally 12:2 germane 11:13 23:4 get 10:21 27:8 28:3,22 29:10,12 36:21,22 37:23 38:12, 14 39:16 40:7 41:2,4,5 42:6 47:10,13,20 48:4 51:22 52:19,20,21 54:8,12,17,20 56:2 59:20, 22,23 62:7,24 65:14 67:6 72:5 73:15 get all 27:2 gets 8:2 28:2 40:7 49:5,7 59:19 63:4 64:19 getting 16:12 38:25 39:1 40:1 41:24 47:23 61:12, 13	give 6:13,15 25:12 32:6,9 43:12 44:2 53:19,21 57:18 60:22 67:1,20 given 42:20 44:16 48:9 63:23 gives 22:3,21 25:5 52:10 giving 29:18 46:18 47:11 57:10 61:1 glad 62:10 gloss 11:24 go 6:10 9:19, 22 11:12 12:6,11,13 20:12 25:10, 11 35:10,15 57:14 58:10, 13,23 59:6 65:14 66:9,10 67:21 70:15 71:10 75:6 goes 9:18 29:1 53:11 59:15 62:3,6 73:23 going 3:13 5:15 6:1,6,12, 13,15,16,17 17:10,11 25:16 29:15 31:8 32:6 33:10 34:24 35:15 41:4,5 43:11,12,14, 22,24 45:14, 23 46:24	47:12,15 50:25 53:19 54:13,17 56:5,19,24 57:8,14 58:3, 10,13 59:3,6, 13,14,15,16 61:3,4,12 67:20 69:13 71:25 72:4 73:21 golly 70:11,12 good 2:16 23:7 28:4 31:7 32:24 44:12 46:20 55:5 got 28:17 42:24 46:21 47:12 48:23 51:10,15 52:19,20 64:25 70:23 71:16,20 72:20 govern 27:8 governing 29:4 government 7:6 15:11,25 46:25 governmental 7:1 13:22 14:2,24 26:1 36:18 68:8 70:20 Governor 2:18 Grain 18:7 60:20	grant 9:13,14, 20 11:1,25 12:1 24:20 43:11,13,14 44:1 45:10 58:18 59:8,9 66:1 granted 4:13 11:23 15:20 30:11 48:21 granting 18:1 46:18 grants 43:16 great 19:13 22:5 28:25 32:11 grid 40:8 ground 9:22 10:11,25 24:22 25:10 grounded 15:5 24:18 53:21 grounding 15:8 grounds 16:5, 6 19:16 guess 8:11 10:14 24:1 34:14,16 55:3 68:14 73:23 H hadn't 8:12 half 8:19 hand 24:23 33:13	handing 34:6 hands 61:15 72:14 Hannibal 2:20 3:18 12:17 20:6 happen 17:10 26:19 45:3,6 46:10 61:23 happened 40:8 45:5 67:11 happens 45:7 64:14 happy 28:8 Harbor 61:9 hard 28:1 harder 28:1 harm 9:25 20:9,12,15 32:13 69:10 harmed 20:12 harms 20:11 having 2:6 6:25 7:1 13:22 14:3 26:2 37:1,5 39:3 43:17 45:4 67:12 head 67:3 heading 53:15 Healy 3:16 hearing 2:19 3:9 8:18 12:3 23:12 32:20 34:9 67:19
--	---	---	---	---

71:8 75:1,6	17:24	if 2:22 3:12	illuminate	14,17,19 8:2,
held 2:18	Honor 2:8	4:10,16 6:7,9	74:8	3,5,8,21 9:2,
help 67:24	4:16 7:16 9:9	7:21 11:13,	imagine 22:15	3,12,19,20,
here 2:2 4:4,	22:1 23:6,11,	18,20,25	64:11	21,23,24
10 5:1 12:7	12 34:21 38:4	15:1,3 17:12	impact 64:23	10:11,18,23
16:22 17:12,	67:22 68:17	18:21 22:18	impacts 64:13	11:1,2,17
21 18:21	hook 38:12	23:5,10,19	impair 45:10	12:5,19,21
19:11 20:3	hooked 39:2	24:20,23	implied 60:16	13:9,16,17,25
23:5,15,17,22	hope 17:5	25:9,10,19	62:8 63:21	14:25 15:5,8,
24:8 29:11	74:7	26:21 27:1,7,	64:7	14,18,20
30:17 31:9	hoping 24:16	22 29:17,24	impliedly 44:6	16:4,5,19
32:25 46:17	house 27:13	32:2 33:25	implies 53:17	17:9,10,20,22
48:9 50:15	28:8,18,20	34:21 36:10	imply 26:3	18:4,8,13,21
54:21 57:23	29:16 39:2	37:1,5,16	important	19:9,18 20:5,
60:3 65:1	40:5 54:8,9	39:23 40:3	16:1 24:7	8,24 21:2,3,
67:11,25	houses 39:1	41:17 42:17,	41:8 45:22	13,16,21
68:20,21	how 21:22,24	23 43:15,24	67:14	22:3,5,11,12,
69:8,13,16,18	22:21 24:12	44:9,17 45:7	impose 17:2,	16,21 23:15
70:16,17	27:5,8 28:23	47:11 49:20	15 18:24	24:13,15,17,
71:24 74:19	30:4 31:25	50:8,11,19,21	19:9,24 38:5	18,19 25:4,
75:2	40:24 42:6	51:5,11,20	45:8 62:13,25	10,13,19
here's 17:10	61:4 67:13	52:6,16,23	63:8,10 65:23	26:5,13,22,23
26:15 32:8	70:14	53:1 54:11	imposed	28:14 29:2,9,
57:23	however 44:5	55:7 56:1,17	59:2,7	12 30:5,17
hereby 44:16	62:15 74:16	58:17,18,20	imposes	31:24 32:10,
59:9	human 44:20	59:4 60:6,19,	61:22	13,25 33:6,8,
herein 15:20	45:1	21 61:8 62:6	imposing	22 34:9,10,
43:12	hundreds	63:3 64:13,14	30:1 58:9	15,18,20
herring 55:20	49:22 50:13	65:11 66:10	impressive	35:1,4 36:1,2,
hey 28:21	53:23	69:12,17	24:4	8,14,15,17,21
69:25 70:3	husband 70:9	70:7,9 71:15,	improved	37:4 39:14
high 29:11		16,21 72:3,22	31:3	40:7,19,21
higher 29:12	I	73:9,23,24	imprudently	42:4,7,8,9,12
hit 67:3 73:21		74:16	64:14,21	43:12 44:9
Hollow 18:6	idea 49:19	ignore 14:18	in 2:18,20 4:2	45:11,17,23
60:20	50:11 74:2	40:17 55:15	5:14 6:8,10,	46:1,4 47:25
homes 29:2	identified	ignored 74:13	11 7:10,13,	48:1,18,21
honestly	5:12	ignoring 53:3		49:8,15,23
		Illinois 15:24		50:2,6,13
		illogical 37:14		51:18,19
		38:3		53:12,21,24

59:15,20,22, 23,25 60:20 61:5,25 62:11,14,23 63:7,19,22,23 64:3,5,17,22 65:4,10 66:4, 7,19,22 67:9 68:7,18 69:3, 18,23 70:2,7, 8,10,13,22,23 71:13 72:2,16 73:4,20 74:3, 9,10,15,19	3:21 4:2,8 6:7 24:24 initial 7:11 initiation 26:7 inject 34:17 72:9 insert 20:17 inserts 22:4 instance 50:2 instantaneous ly 53:1 72:12 instead 2:6 45:16 insufficient 5:7 interest 9:12, 19,23 10:12 11:1,4,16,24 12:6,9 20:8, 23 21:18 interesting 27:11 62:10 66:4 interpret 21:23,24 22:3 38:1,2 44:1 53:2 55:7 interpretation 33:24 35:22 36:10 37:14 42:10 50:18 51:12 interpreted 37:13 55:8,17 interpreting 14:4 53:3 interprets	22:22 interval 28:14 into 10:3 16:3 19:6 20:17 28:7,10,18,20 29:1,16 47:4, 10,15 48:4 53:11 58:7 59:6,15 62:7 65:14 72:20 introduce 3:14 intrude 46:10, 14 47:4 intruding 46:16 47:15 invite 19:6 invites 22:5 involved 26:7 involving 62:13 irrelevant 74:1 island 12:21 16:9,10,13,21 21:13 31:10, 11,16,17 32:7 33:20 36:2 40:4,5,6,10, 11,19 42:15 44:11,17 56:11 70:21 Island's 44:23 issue 4:4 6:6 9:4,5,8,10 11:13 16:5 36:12 49:25 52:2	issued 19:17 45:19 issues 6:5 13:7 25:7 33:2,8 53:7 68:18 69:16 issuing 49:17 it 2:5 4:20 5:12,13 6:8 7:12,20,21,24 8:9 9:5,11,12, 19,25 11:1 12:3,5,14 13:3,10,11 14:24,25 15:8,10,11, 15,18 16:12, 24 17:3,16 18:1,3,23,25 19:10,17,19, 21,25 20:8, 11,12,14 21:1,6,7,24 22:3,10,11, 12,16,18,21, 25 23:1,15,24 24:2,9,14,24 25:5,10,14 26:3,6,14,15 27:21 28:3,4, 8,11,14,18,21 29:8,17,21 30:9 31:3,10, 16,18 32:3,7, 12,13,14,17, 24 34:7 36:16,25 37:12,13,22 38:10,14,18 39:23 40:3,6, 14,25 41:3,5 42:14,16,24 43:4,8,10,14,	16 45:6,11,19 46:3,4,6,9,10, 12 47:13,19, 20 48:17,25 51:21 52:1 53:3,23 54:3, 4,7,11,18 55:8,11,16, 22,23,24,25 56:1,10,15, 18,24,25 57:5,12,14,17 58:6,8 59:20, 21 61:3,4,7, 21 62:6,7,19, 21 63:3,6,23 64:4,9,12 65:4,5,12,24 66:11 67:6, 12,14,16,24 68:3,10,16,19 69:24 70:1,5, 19,20 71:3,4 72:12,22,23 73:4,16 it'd 33:25 it'll 23:15 it's 5:5,7 6:17 8:14 9:4,7,10, 11 10:23 11:2 13:25 14:11, 17 15:6,18 16:1,7 18:17 21:25 24:5,6 27:20,24,25 28:8 29:1 30:14,16 31:3 33:3 40:25 41:18,19 42:23 43:4 45:7,22 46:3, 23 49:9 50:19 52:3 53:15,23
--	---	---	--	---

54:17,23 55:1 57:11 59:12, 13,16 60:18 61:23 62:9,22 63:6 64:2,4 65:15 66:7,8, 10,15 67:15 68:15,16 69:15 70:18 71:1 72:4 73:2,5,6 items 51:17 its 5:8 6:24 10:3,11 12:20 13:3,8,12 14:15,22 15:14,16,18 16:12,17,18 17:7,15 18:3, 7,13,14,24 19:21 20:9 21:23 22:16, 17,22 25:13 28:3 36:7,8 38:18,19 39:4 42:16 43:8 54:7 55:10 60:16 64:3 65:8 66:13 68:6,11,12 70:21 74:11 itself 9:19 16:4,25 33:20	job 45:8,9 64:3,8 67:12 Joe 52:7,17 John 3:8 judge 2:14 3:9,24 4:6,11 5:11 8:7,10 11:9 23:19 32:23 33:7 35:4,20 36:4 66:17 69:19 74:23 judgment 4:19,20 5:8 9:17 11:21,22 18:22 25:1 judicial 22:16 judicially 44:22 June 2:16 jurisdiction 7:2 13:9,23 14:3 23:9,17 24:4,5,7 25:13 26:2 46:11,14 63:16 64:16 68:22 jurisdictional 36:18 47:1 just 5:16,22 11:3 15:6,15 17:4 18:15 20:23,25 24:24 25:12 26:24 29:10, 21 33:3,16, 19,25 34:21 37:10,15 43:10 44:1,2	45:5 46:17 48:1 50:1 51:3,14 53:3, 14 55:15,25 56:16,23 57:4,6,9 59:3 63:11 65:10 67:4 70:15 71:2,23 72:13 73:1,5,19 74:19 justice 31:23 K Kansas 3:20 18:9 keep 28:17,18 29:15 45:22 key 12:18 25:20 26:4 33:2 39:7 72:16 kicked 6:20 kind 6:16 17:25 20:11, 17 38:15 42:21 49:1 62:19,21 65:20 67:24 74:15 kinds 60:11 Kirkwood 2:21 3:19 12:18 20:6 knock 25:19 know 6:8,10 8:1 9:7 11:12 16:1 17:1,24 23:3,19 27:8,	14 28:1,9,14, 25 29:3 30:4, 5,7,10,18,20, 24 32:4 33:13 36:22,23 43:24 49:3, 16,19 51:6 52:17,22 53:10,22,24 57:13 58:13 60:9,21 61:2, 4,8 63:14,18 65:7 66:4,6 69:10,11,25 70:3,5,18 72:19,23 73:7 knowing 31:23 known 16:13 32:15 43:18, 20 56:11 knows 28:19 L lab 28:15 labeled 69:21 labor 13:19 25:23 land 68:20 language 13:13,24 15:18,19 16:3 17:12,17 19:21 21:8, 23,24 30:2 43:1 45:13,17 48:11 51:9 53:12 54:1 57:3 67:9 70:22 71:13	72:10,16 larger 56:8 last 23:12 33:15 34:12, 14 37:20 47:24 latched 45:13 later 28:9 44:3 latitude 11:19 law 3:9,17,20, 25 4:1 5:19 7:22 9:17 11:22 13:4,10 14:22 15:2,3, 5,8 17:9 19:19,22 20:16 22:15, 20 30:23 31:1,5,20 37:25 39:14 41:10 42:17, 18,19 43:24 44:14,18 46:1 47:18 58:14 71:1,3 73:7,9 lawful 14:13 laws 16:19 18:12,16 25:4 27:8 28:5 32:15 63:1,24 64:1,12,15,22 66:6 67:7 lay 33:1 lead 38:3 leading 48:13 leads 37:14 least 9:6 30:7 53:21
---	--	--	--	--

left 6:23 48:18 legal 5:23 31:12,15,25 33:9,10 35:21,25 42:11 legality 53:21 legislature 17:24 65:5,8, 9,10 Lehman 2:3 length 13:18 42:1 less 5:16 let 6:8,10,13 11:14 12:6,12 20:11 33:1 35:16 50:16 56:5 57:14 63:2 64:9 let's 15:17 20:22 27:11 35:20 42:11 64:11 71:10 letters 24:5 level 71:5 levels 27:11 liable 21:10 life 42:16 44:11,23 48:7 like 5:10 16:24 27:6 38:2 48:1 49:16,17 53:14 58:23 66:11 67:21 68:14 69:7 75:1	Likewise 27:18 limit 17:25 limitation 17:14 65:25 limitations 20:18 66:12 limited 16:24 25:7 63:15 limits 44:25 line 18:7 47:1 62:6 lines 35:22,24 37:22 40:18 41:13 51:6 list 10:24 literally 8:19 50:24 litigation 22:5 61:9 little 5:16 8:18 9:10 18:4,14 24:17 34:1 38:4 41:10 63:3 live 31:10 LLC 3:25 logic 48:12 logical 37:24 50:18 long 9:1 17:17 19:1,7,13 28:17 32:11 52:24 53:23 72:21 longer 29:17 55:9 72:6	look 6:4 10:10 11:18 14:6,11 15:1,3,17 19:13 20:23 31:18,19,21, 24 34:1 35:10 41:14 46:16 51:15,16 60:19,21 61:11 63:19 67:5 70:22 looked 69:22 looking 7:10 13:15 16:2 18:19 25:15, 18 28:11,21 30:18 56:6 73:14 looks 16:24 lose 40:9,11 losses 64:13 lot 11:12 59:2 love 24:3 Lowery 2:10 3:24,25 5:9, 11 8:7 11:9, 15 12:11 23:12 32:23 34:4,11 35:3, 16,20 50:1,5, 16 53:19 56:21 57:1, 11,16 60:5 63:2 66:15 67:25 69:25 70:3 71:10 Lowery's 67:23	M made 5:24 7:18 8:17,21 12:7 13:1,13 35:4 44:1 47:2 54:3 62:11,22 68:21 69:7,15 71:12 Madrid 2:22 3:17 12:17 20:5 major 21:12 36:4 make 9:5 23:20 24:17 25:6 27:5 29:6,18 30:22 45:18 47:16, 21,22 52:2,12 54:4 57:16 61:5 67:12 73:18 makes 12:5 29:20 30:13 40:4 55:22 making 25:6 62:16,19 64:18 manner 22:12 many 25:3 63:12 Marceline 2:21 3:18 12:17 20:5 mark 43:9 marked 34:25	market 40:7 marks 34:22 materia 51:18 material 4:21 5:13,14 8:22 9:16 19:18 24:16 25:2 33:18 materials 13:19 25:23 26:17 matter 3:21 4:17 8:23 9:17 11:22 12:3 51:18 55:11 matters 4:14 14:24 37:2 maybe 5:13 9:9 10:21 12:2 17:5 18:2,3 24:7 57:20 60:2 61:16 67:24 70:5 me 5:3 6:8,10 24:5,12 27:22 28:4,10,12,22 29:18 30:6 33:1 50:16,17 51:20 56:5 57:10 58:14 62:24 63:2 64:9 65:22 73:6 mean 24:4 27:11 28:16 29:13 31:6 32:2 33:4 43:21 45:3
---	---	---	---	---

47:19 49:5,6 58:7,17,19 71:24 72:22 meaning 21:5 51:14 55:24 58:15 71:22 means 33:6 50:22 56:1 72:9,23 73:2 meant 57:23 70:11 media 2:2 memorandum 5:19 mentioned 35:9 58:11 merely 66:12 mess 61:15, 21 meter 56:3 Mike 4:1 million 36:7 37:17 50:25 64:19 millions 49:23 69:6 mind 2:22 mindful 46:8 minute 23:19 36:5 58:11,15 MISO 40:7 misread 26:11 missing 72:17 Missouri 3:1, 4,6,23 4:2	6:23 7:3,6,20 8:8,12,24 12:24 13:2 14:8 15:24 16:15,16 20:7 21:2,10 36:1, 6,21,23,25 37:17,21 38:6,9,11,12, 17,19,21,22 39:4,22 42:18 45:18 46:11 52:10 56:13 63:13 misspeak 36:9 Mitchell 3:11 modification 31:14 36:4 modifications 21:12 modified 18:14 moment 14:25 money 29:15 49:12 months 57:7 more 9:10 15:6 16:24 24:24,25 27:25 53:21 66:18 morning 35:6 most 25:6,8, 14 29:10 54:1 73:19,21 74:19 motion 2:19	3:5,7 4:19,22, 24 5:6,8 6:12, 14 8:20 9:7 12:13 16:22 18:22 21:22 24:18 32:22 33:2,4 34:9, 15 48:15,20 74:11,14,22 75:5 motion's 33:3 motions 4:4 6:4 mouthful 5:16 movant 9:16 move 71:5 moved 5:18, 24 Moving 29:22 Mr 2:10,13 3:24 4:6,11 5:9,11 8:7 11:9,15 12:11 23:11 26:10 32:23 33:12 34:4,6,11 35:3,16,20 50:1,5,16 53:19 56:21 57:1,11,16 60:5 63:2 66:15 67:23, 25 69:25 70:3 71:10 74:18, 24 Ms 2:7,24 3:16 4:16 5:5, 23 7:16 9:3,9 10:23 11:5 12:14 20:21	21:15,20 22:1,11,23 23:6 24:1,14 25:17 26:9 27:23 30:3,6, 16 34:21 35:8,12,19 43:7 55:14 57:2 59:2 60:19 66:21 67:22 72:20 73:6,22 much 22:5 51:3 65:24 73:10 74:6 municipal 13:5 20:13 69:11 71:7 municipalities 2:23 3:4,15 5:6 6:12 21:4 50:14 53:9 56:7 67:21 municipalities ' 3:3 Municipality's 29:24 my 3:8,10,19, 25 4:7,22 9:22 10:14, 15,19,23 11:2 12:15 22:2,12 28:7,17,18,20 41:1,2 53:22 57:2 70:9	nature 20:16 34:9,10 42:7 44:25 45:17 55:24 71:13 72:10 near 16:10 nearly 20:7 73:10 necessarily 49:6,24 59:18 61:2 63:21 66:2 necessary 4:20 6:25 13:11,20 14:2,20,24 15:11 17:4,16 19:1,10,22,25 21:19 22:7 25:24 26:19 28:5 36:17,19 38:22,23 39:10,13,14, 15,18 50:20, 21 51:21 54:9,22,23 55:2 64:2 65:24 72:1,8 74:3,6 necessity 65:17 need 4:15 5:1 6:3 8:24 25:9 38:11,13,14, 17 39:11 54:7 56:7 61:13 64:16 71:23, 25 72:3 73:3 needed 23:22 56:2 60:23 61:5
--	--	--	--	---

needs 15:10 38:10 54:6 63:7 64:7 74:25 neither 30:6 41:11 never 32:13 42:16 48:6 60:17 new 2:22 3:17 12:17 14:25 15:12 18:15 20:5 28:2 34:17 39:2 no 2:7,10,13, 24 15:2,3,20 17:13 20:18 22:11,12 29:17,20 31:6 37:9 38:18 39:25 40:4 41:7 43:22,25 44:12 50:7 52:8,13,18 55:9,24 60:6 64:6,7 65:9 66:5 68:4 71:18,22 72:6 74:18 nobody 19:8 28:19 53:16 non- compliant 5:4 non-legal 53:20 none 30:17 32:20 67:11, 19 nonsensical 71:14	nor 4:20 not 4:3,11,18, 19,23 6:1,6,8, 17,21 8:14 9:7,10,11 10:5,6,8 11:25 12:1,25 15:5 16:9 18:12,17 21:2,16 22:2, 9,11,12 23:3, 4 27:7,13,14, 16 28:11,23 30:4 31:2,19 33:11 34:10 35:1,3 36:21 37:5,11,12 38:1,2 39:3,4, 12,17 40:1 41:10,24 42:3 43:4,13,14 44:14,17 45:4,8,12,18, 19 46:16 47:14,15,23 48:10,11,12 49:12 50:2 51:24,25 52:3,11 53:7, 13 54:2,22 55:1 56:16 58:12 59:5,25 60:2,15,17 61:13 62:13, 14,25 64:2,5, 18,25 65:11, 21 66:8,10 67:15 68:12, 16,20,24 69:1,5,13,18 72:2,14 73:1, 2 74:14,16 note 8:17	34:22 57:1,3 nothing 12:4 31:15 39:3 40:12 48:18 66:18 74:21 notice 32:2 57:12 noticed 7:11 now 3:2 6:2, 19 10:15 11:13 13:2,6 15:23 16:1,17 17:13,20 18:20 21:17 22:9,12 23:9 24:10 28:19 30:4,24 33:23 50:24 53:16 57:10,15 59:6 61:16 62:22 74:12 nowhere 44:5,8 number 3:2 9:21 10:24 11:2 13:16 14:6,11 18:11 21:6 27:11 32:7 35:23,24 61:22 numbered 24:15 30:25 31:4 numbers 24:21 33:17 numerous 34:22 nutshell 13:9	O obeyed 18:18 object 4:18 34:25 objecting 34:16 objection 2:10,13,24 objections 2:5,8 obligation 13:25 14:1,10 38:6,8 40:13 41:22 50:20, 23 51:5 54:5 55:9,12 72:13,23,24 73:3 74:4,5 obligations 49:1 53:16,18 69:21,24 observed 22:13 obtain 13:10 14:2,19,23 19:20,22 36:3 70:19 obtained 6:25 13:21 21:12 25:25 26:20 27:14 36:17 50:21 obtaining 12:25 68:24 69:1 obvious 40:22	obviously 3:9 22:24 28:23 41:18 46:3 59:7,13 61:11 67:13 occasionally 62:3 occurred 6:22 23:4 occurs 26:5 odd 66:13 oddly 29:23 of 2:6,16,18, 20,21,22 3:10,16,17, 18,20,21,23 4:1,7,8,12,17, 21 5:16,19 6:11,16,17, 20,21 7:5,6, 13,17,18,19, 20,23 8:3,10, 17,19 9:15, 17,21,23,24 10:4,8,10,16, 17,20 11:16, 22 12:17,20 13:2,3,6,10, 11,13,18,19 14:5,12,19 15:4,16,21, 24,25 16:4,7, 8,13,17,18,21 17:23,25 18:10,12 19:12,14,21 20:5,6,12,16, 17,24 21:5, 10,11,13,17 22:14,18,23, 25 23:7 24:4, 9,16 25:3,4,
---	---	---	---	---

22,23 26:7,9, 12,21,23 27:2,11,19, 21,22 28:14, 23,24 29:2 30:17,18,22, 24,25 31:1,5, 19 32:7,15,16 33:4,9,10,24 34:5,11,12, 20,22 35:4, 10,21,22,25 36:4,7,8,10, 13,15,17,18 37:2,6,8,17 38:15,19 39:8 40:1,21 41:1, 10 42:6,10, 11,21 43:2,6 44:11,25 45:10,16,25 46:2,11 47:5, 17,25 48:4,24 49:1,2,12,13, 16,22,23 50:13,14,18 51:4,12,13,25 52:1,10,15 53:4,7,8,23, 25 55:10,17, 23,24,25 56:8,9,12,18, 20 57:4,9,12, 21,22 58:2,7, 11,18 59:2,4, 8,10,24 60:8, 9,11,16 61:19,22 62:1,2,19,21, 23 63:13,15 64:16,20,22, 23 65:4,7,8, 20,24,25 66:12,18,20	67:6,11,12, 17,23,24 68:5,8,11,16, 20,24 69:1,6, 10,11,13,20 70:20 71:6,7, 13,19 72:5, 10,11 73:12, 14,16,19,21 74:5,11,14 75:9 off 70:1 75:6 Office 2:18 4:12 Offices 3:17 oil 44:24 old 66:22 on 3:5,10,11, 17,22 4:1,7 5:7 6:2 9:6 11:12,24 12:3 13:7,8,13 14:7 16:5,24 17:14,25 18:23 19:8,14 21:8,22 24:11,21,23 25:1,7,9 26:16 27:11 28:6 29:4,22 32:11 34:22 35:23,24 37:22 38:5 39:20,22 40:10,18,20, 23,25 43:6,9 45:13,23 46:10,14,16, 24 48:6,24 51:6,7,14 52:8 57:24 58:4,21,22	59:8 60:22 61:3,14,15,23 64:15 65:25 67:3 69:16 71:3,5,6,13 72:13,24 73:10,21 74:11 once 28:16 39:10 48:6 52:21 61:2 69:7 one 5:12 18:10 27:25 29:1 30:9 33:15,16,20, 21 34:12,14 43:8,25 44:17 47:25 50:22 52:3,17 53:7, 21 55:5 67:23 68:11 72:5 73:12,18,22 ones 10:25 30:23 31:1 57:21 ongoing 13:25 14:1,4, 10,17,19 26:14,22 28:13 41:16, 19 50:19,23 51:7 52:8 54:5 59:18 60:14 71:18 72:25 74:4,5 only 14:24 15:10,11 17:17,23 19:1 21:18 24:18, 19 28:21 36:12 39:9	43:15 51:23 55:17,22 60:3 65:4 73:18 operate 16:12 30:11 31:13, 16 32:7,12 42:15,21 44:7,8,16 45:5 46:19 48:5 54:6 56:10 59:21 63:6 73:25 operated 31:17 40:4 44:20 68:3 operating 59:12,16,18 61:7,25 operation 16:8,21 25:3 47:4 59:10 operative 72:16 opinion 29:23 opportunity 6:14,15 32:25 55:3 67:20 oppose 5:6 opposed 25:1 opposing 4:22 opposition 15:2 16:18 option 25:13 order 6:11 7:4,9,13,18, 24 8:22 12:21 16:2,4,5,6,19 17:7,9,15	18:24 19:12, 16 21:7,24 29:23 30:2,25 31:11,22 32:9,17 33:6, 20 42:12,13 43:3,6 44:14 46:9 47:16 56:6,7,8,9,10 57:4 58:5,12, 22 60:3,13, 15,20,21 63:8,22 64:3 66:10,14,20 67:2,6,13 ordered 10:18 15:19 18:15 32:2,4 45:24 56:15,16,22, 23 ordering 16:3 43:7 44:3 66:17,21 67:10 orders 10:19 18:5 22:14,22 30:22 31:4 60:19 original 22:25 originals 35:10 other 6:4 12:2 13:22 14:14 17:14 24:23 25:25 30:9 33:3 40:2 41:8,12,15 42:4,7 43:12 47:2 51:16,17 52:5 60:7,11, 23 62:4 63:1, 15,20,25
---	--	--	---	---

64:13 69:6,18 72:18 73:18, 22 others 6:16 Otherwise 27:4 ought 34:20 our 2:2 3:20 4:2 5:19 7:20 8:20 16:7 17:23 18:2,4 19:14 20:16 24:18 25:4 27:25 28:24 29:1,2,3,4 33:2,17,22,24 37:6,8 42:10 47:16,25 48:5 57:5 59:4 62:14 67:6 69:10 71:24 72:2,5,14 73:20 74:5,20 ourselves 31:21 out 2:5 6:20 7:24 9:21 10:17,21 16:6 25:19 27:5 30:10,14 32:10 33:1,13 34:6 35:17 39:24 44:10 46:15 48:6 51:13 55:25 56:7 61:12 62:2 66:12,17 67:6 69:12,24 72:3 outage 40:10	outcome 49:12 outside 21:17 over 3:9 7:11 17:18 19:2 23:9 30:19 31:3,24 32:7 40:25 42:16 44:21 48:6 50:4 54:21 56:6 65:1 68:22 71:24 overlook 39:6 owe 28:19 own 5:8 17:7 18:6 22:12,17 66:13 P p.m. 2:17 packet 34:5 42:8 page 12:20 13:3 16:7,17, 18 18:13 19:14 37:22 43:6,10 pages 15:2,4 53:23 paragraph 32:11 56:15, 23 66:10 70:13 paragraphs 10:18 pari 51:18 parroting 56:16,23	part 4:8 7:17 10:4 22:25 34:5,12 35:4 39:6 40:20 52:9 53:4 59:8 71:19 74:19 participating 3:12 particular 13:16 particularly 72:9 parties 6:9 12:10 23:14 party 6:15 21:14 30:9 67:20 73:13 pass 52:14 passed 39:10 52:12 past 26:5 56:19 patience 74:9 Peggy 3:16 12:15 Peggy's 29:15 penalties 58:24 pending 5:7 6:4 people 38:25 39:1 41:23 42:6 49:17,23 50:13 53:23 70:4,14	percent 62:1 perfect 27:25 41:20 perhaps 15:6 34:16 Period 19:25 69:2 permission 32:6 42:14,20 45:4,10 46:18 47:13 59:13, 21,23 61:1 permit 21:12 28:22 38:14, 17 39:3 50:21,22 51:20,21,22 52:20 54:6, 10,12,17,20, 21,25 59:12, 18 68:3 71:23 72:1,4,7 74:3 permits 6:25 12:25 13:11, 21 14:2,20,24 15:11 19:20, 23 25:24 26:20 27:2,14 28:3,6 36:3,4, 5,17,19,20,23 37:1,2,4,5,23 38:10,16,20, 22,23 39:11, 12 40:1,12 47:23 50:20 55:1 56:2 60:23 61:5,13 68:8,25 69:2 70:20,23 72:8 permitting 54:24	person 2:2 32:25 70:8 personally 24:2 persons 21:5 pertinent 8:4 pets 29:4 phase 23:14 phrases 26:12 pike 57:24 pipe 27:13 55:16 plain 13:13,24 15:18 19:20 plainly 37:10 planned 40:10 plant 16:13 31:13 32:7 44:15,20 45:4 46:19 47:12 48:6 49:5 54:12 56:11 58:4 59:10 61:14,16,25 63:6 70:21 74:1 plants 45:1 49:13 61:13 play 25:16 65:20 pleading 7:17 pleadings 3:6 9:3 24:12,19, 21 25:1,9 57:9 62:11
--	--	---	---	--

71:4	power 13:5 20:13 44:20 46:23 47:5,12 54:12 61:12, 14,16 64:7 65:8,12 69:11 71:7	prevail 47:20	projects 36:2	provided 25:2 41:20
please 4:17 6:8 12:14 32:24	powers 60:17 63:20 65:5,18	prevent 74:15	promise 15:13 69:23	providers 13:5 20:13 69:11 71:7
plus 36:7	practical 44:19 53:20	prevents 37:25	promised 16:8,11 32:8	providing 27:3,20 29:7 37:8 52:6,7, 13 71:17 72:2
point 2:2 8:5 10:22 11:10 26:4 33:23 35:23 41:15 44:10,23 48:19 51:4,5, 23 55:21 58:4 67:19 73:18	practice 66:23	previous 12:20 24:8	promises 32:11	provision 26:7 27:21 36:12 39:8 41:21,25 42:2 48:25 50:9 51:11,13,14 52:1,9,10,15 53:2,4 66:16 67:10 71:20, 21 73:2
pointed 35:17 56:7 66:17	pragmatic 49:2	primary 23:9, 17 24:3,7 68:22	prong 11:16	provisions 14:9 33:21 41:12,16,17, 20 42:4,7 43:7 44:3 66:18,21
pointing 30:14 43:2 66:12	precise 70:14	Pringle 2:13 4:6,7,11 26:10 74:18, 24	proper 73:11	PSC 29:25
points 39:24 43:7 46:15	predictable 20:15	prior 4:14 6:5 11:18 19:12 21:24 22:10, 18 24:8 30:18 59:22	properly 5:24	PSD 36:3,5,20 37:1,4,5,23 38:17,20 39:3 40:1,12 47:23 50:22 51:20, 22 55:1
Pollution 16:16	preempts 47:4	probably 25:16 33:13 46:22 57:20 62:5 65:6	property 38:12,14	public 2:20 3:18 4:12 9:12,19,22 10:12 11:1,4, 15,16,24 12:1,5,9,18 14:8 20:6,8, 22 21:17
position 7:21	prefer 25:10	problem 4:11 10:20 71:11	propose 57:25	
possess 14:19 70:19	preliminary 4:14	problems 61:17 64:12	proposed 15:23 16:13 30:9 32:15 43:19,21,23 56:11,20 57:21,23	
possession 36:17 68:8	preparing 8:17	procedural 23:7	proposes 43:18 56:10	
possible 56:20 58:6,7	prerequisite 72:1	procedure 34:17 49:10	protect 61:19 64:17	
Possibly 21:20	prescribe 60:10	proceeding 2:17	protection 16:14 29:5 32:16 56:12 72:11	
postulated 49:2	present 2:6 6:13 12:12 14:17 26:14, 22 41:19 43:20 74:19	process 64:18	provide 14:15 26:16 29:13 39:9,11,13,18 40:15 41:8, 22,25 49:16 52:19 53:1,5 54:22 55:9, 12,22 60:22 61:24 72:12, 14,15,24	
postulating 62:18	presiding 3:9	processes 47:3		
pour 29:16	pretty 48:10 72:21	produced 40:6		
pouring 28:18				

purely 35:17	quick 57:9	real 50:7 57:8	recommendati	7:1 13:22
purported 60:18	quite 46:3 62:12	reality 44:19	on 74:20	14:3 15:9,12
purports 62:7	quote 12:23 13:17 14:7,12	realized 50:7	record 2:3 3:14,21 4:2,5,	19:6 20:16
purpose 52:15	15:19 17:2	really 11:12 12:7 16:23	8,17 5:1 10:4	26:1,23 27:4
purposes 31:8 37:2	18:18 36:15, 19	17:4 18:10	34:12,24 35:4	29:9 36:18
purview 60:16	quoted 19:14	19:7 21:18	40:21 75:6	46:5 64:24
put 8:3 16:3 17:25 53:12	quoting 65:21	24:14 25:12	recording 2:5 75:9	relate 33:2
57:6 58:4		33:3,8 66:5	records 35:2	related 51:17
73:3 75:3		71:22 73:21	recover 64:18	relationship 40:22
putting 52:2 59:15		74:21	recovery 64:20,23	relevant 8:14, 22 9:11 10:7
	R	reason 36:11 40:2 52:4,5	red 55:19	11:6 45:20
	raising 29:12	58:13 64:7	redressed 20:10	reliable 20:15 26:24 27:1
	rare 60:18	66:5 70:1	refer 5:15	relied 16:5
	rate 15:15 26:25 29:11	reasonable 10:6 13:18	referring 36:20	relitigate 69:13
	41:2 64:18	15:15 17:3,16	regardless 57:19	remain 16:20
	ratepayers 61:19	18:25 19:10, 25 22:6 25:22	regularity 28:14	remained 16:20
qualifier 18:23 26:18	rates 14:13 29:11,12	26:16,25	regularly 29:18	remedies 58:22
qualifiers 19:8	53:25	38:6,8 39:5, 10,24 41:6	regulate 65:10	remedy 23:5, 7 49:6 50:15
quality 7:5 15:22 16:10	reached 67:16,17	42:1 47:6	regulation 42:17,19	58:25
27:19 32:14	read 18:23 52:16 54:5	48:13 51:25	43:23 45:24	remember 9:14 17:13
question 23:7 30:17 34:13	55:22 57:4	52:3,5,12,13, 22,23 53:5	46:17 48:7	18:5 26:12
50:14 70:21, 24	59:19 71:20	55:21 71:19	regulations 14:7,14	60:23
questioned 53:9	readily 6:9	72:14,15	43:19,20	repeat 73:4
questions 3:12 4:10	reading 51:25 52:1,3 53:10	reasoning 48:12,13	57:20,23	repeated 67:9
12:9 20:20	56:20 57:22	reasons 12:2 52:3	58:21	replication 66:18
32:20 48:22	73:12	rebuttal 67:21	regulatory 3:8	reply 5:19 8:19,20 9:22
67:19 72:20	reads 17:13	receive 28:23		10:23 11:2
73:20 74:7,8, 20	ready 12:12 20:21 32:21	recent 18:5,8, 10		
		recognize 6:8 45:9 63:16		

16:7 18:2,4 19:14 33:17, 22,23 36:15 42:9 60:20 report 12:20 26:6 30:25 reporter 2:2,6 reports 30:21 60:22 represent 12:16 request 42:3 requested 9:13 24:10 43:11 require 18:16 64:3 required 12:25 14:15 19:20,21 27:17 36:16 45:20 63:25 68:3,7,8,25 69:2 70:20 requirement 11:16 71:14 requires 32:17 requiring 18:11 54:24 63:24 74:17 researched 57:17 resolve 52:23 respectful 24:9 respectfully 23:21 26:9	respecting 22:14 respects 23:16 46:4 65:4 respond 5:10 6:15 Respondent 3:2 Responding 67:23 response 3:6 8:6 13:3 15:4 16:18 18:13 34:18 49:14 rest 14:5 20:24 restate 44:3 rests 23:21 result 37:15 38:1 48:21 50:12 68:12 results 38:3 48:13 review 37:3 riders 14:14 right 2:16 3:10 11:5,7 17:13 28:1 29:2 31:7 32:4 33:5 34:4 36:11 37:1,16 41:22 51:3 52:11 58:16 59:6 64:13 75:1 river 28:10	road 38:13 52:20 room 2:18 rule 4:23 5:22 6:22 11:17 15:7 68:19 rules 4:24 14:7,14 23:10 51:11 56:19 ruling 6:2 13:7 25:7 rulings 7:19 run 45:1 running 27:12 Rush 12:21 16:9,10,12,21 21:12 31:10, 11,16,17 32:7 33:20 36:2 40:4,5,6,9,11 42:15 44:11, 16,23 56:11 70:21 S safe 15:13 26:24 27:1,6, 15 55:9,12 60:10 safely 29:8 safety 27:21 said 2:3 5:14 8:23 18:14 26:19 30:21 45:16 46:16 47:8 53:9,14 56:9,24 66:3, 4,7,22 67:4	69:25 70:2,3, 16 73:1 same 4:1 51:17 57:3 58:12 68:5 69:10 satisfied 42:23 58:16 say 6:6 8:7 28:1 29:15 31:2,3 33:23 36:15 37:12 41:9 43:14,22 44:13,15 51:21 52:18 54:4 55:8 56:17 57:17 58:8 59:20 62:1 63:11,20 66:22,23 69:19 70:23 72:18,23 73:22 74:16, 17,22 saying 23:19 50:17 60:3,5, 17 61:1 67:5 says 7:12 9:4, 19 11:25 13:25 17:1,6 20:1 21:6,7 26:3,15 37:11 39:22 41:1,2, 4,25 47:11 48:25 52:17 53:15 54:5 55:11 56:10, 16,17,18 59:21 63:5 72:10 73:6 scheme 46:5	school 58:14 scrubbers 58:4 second 20:23 33:20 Secondly 71:23 seconds 11:14 section 17:11 19:9 32:3 35:24,25 37:21 39:22 40:18,19,20, 23,24 41:1,3, 13 42:10 47:24 51:5 55:25 66:20 69:21,23 70:2 sections 53:25 securitization 7:13,18,24 8:9,22 9:2 10:19 12:21 see 7:14 10:20 27:25 28:1 40:21 49:8 50:12 53:6 56:8 62:1 67:15 seek 58:24 seeking 51:1 seem 27:21 65:24 seems 26:3 66:11,13 sees 73:16
--	--	---	--	--

seminal 45:25	59:15 61:25	16:22	somebody	5:12,18 10:25
send 28:14	70:2,10,12,21	significance	38:20 52:24	specified
sending 2:5	71:17,18	69:20	58:21 65:1,3	58:15 68:18
sense 29:20	72:2,12,24	signs 14:25	somebody's	specifying
40:4 52:2,12	set 2:19 9:21	15:11 28:4	27:13	14:13
54:3,5 55:22	16:6 17:9	simply 6:20	somehow	spells 30:10
sentence	20:22 32:10	24:25 43:16	8:22 12:5	69:24
26:12 51:13	seven 66:22	44:3 54:2	41:12 44:12	spent 8:19
separately	several 3:3	56:17,18 67:4	45:10 47:3,16	59:2 73:10
2:4	7:18	68:13	55:8 74:3	spill 44:24
separating	shalt 44:13	since 8:1	someplace	spoke 36:4
26:11	shared 40:8	34:19 35:9	26:4,5	Staff 2:13 4:3,
seriously	sheet 7:8	36:9,23 38:19	something	7 26:10
20:14	13:15 14:6,	46:3,23,24	17:23 27:16	39:20,21,24
serve 72:6	11,23 21:6,25	48:17 50:12	49:14,17	45:16 46:15
service 6:24	25:19 33:17,	single 31:12	53:12 58:19	47:9 67:3,17
13:17,18	24 34:3,7	37:17 42:17,	64:21 66:8,13	73:13 74:13,
14:1,8,10,15	35:9,23,24	18 50:23 64:4	67:15 71:24	18,21 75:2
15:14,16 21:4	37:22 39:23	68:11	72:4 74:16	Staff's 26:5
25:20,22	40:23 47:24	sit 72:13	sometime	43:4 45:14
26:7,13,16,	69:20	situation	30:20	stand 5:7
23,24 27:1,3,	sheets 14:21	44:20 46:21	sometimes	standards 7:5
7,15,21,22	34:13 35:11	skip 56:6	45:2 49:11	15:23 16:10,
29:13 36:7,	40:20 41:8	Smith 52:7,17	54:1	13 27:19
13,16,24 37:8	51:19	solar 18:8	somewhat	32:14 56:12
38:7,10,18,	should 13:12	sold 40:7	29:23	standing
19,21,22,24	34:16 44:1	sole 73:25	sort 45:25	37:18,19
39:1,5,9,12,	48:15,16,17,	some 10:21	51:4 65:3	49:25 61:21
13,19,23	21 55:1,8	22:15 28:10	72:11	stare 22:12
40:9,11,15,24	show 9:12	33:13 41:19	sorted 69:3	start 4:15
41:1,4,16,17,	50:25	42:21 44:10,	source 74:5	28:8 38:9
18,20,22,23,	shows 33:23	23 47:17	sources 60:8	48:24 59:15,
24 42:1,3,4,5	52:17	48:24 49:10	South 61:9	16 61:3,6,14
50:20 51:6	shut 49:5	54:21 57:20	speak 27:24	63:6
52:6,7,11,13,	sic 21:6	58:3 59:18	special 24:7	starting 3:14
18,19 53:1,5,	side 51:4	60:11,13	specific 70:14	4:14 25:19
12,13 54:4,	65:25	63:14,20 65:4	specifically	36:1 53:13
14,20,22	signed 28:12,	72:11 73:15		
55:2,10,13,		75:4		
18,22,23				

starts 26:12 28:7 70:1	string 40:5	SUMF 10:24	support 41:9, 10,11	talked 23:13 34:19 37:15 47:21 73:19
state 7:6 10:24 15:24 16:19 18:16 23:18 47:2,3 63:13,25	stripped 49:7	summarize 21:1	supported 30:2 48:11,12	talking 23:24 27:18 29:21 34:2 35:6 37:3 38:16 41:3 50:2,8,9, 10 59:2
stated 18:19 19:3,16	structured 67:2,13	summary 3:5, 7 4:19,20 5:8, 18,25 8:20 9:6,13,14,20, 23 10:11 11:2,17,22 12:1 13:6 18:22 20:4,25 21:22 24:11, 20,25 25:11 32:21 34:15 48:15,20 57:14 71:4 74:14,22	supports 57:5 67:14,16	talks 39:8
statement 24:16	style 31:2,24	sums 49:12	suppose 61:18	tariff 6:24 7:8 13:12,13,15, 25 14:5,11, 12,20,23 19:21 20:10 21:6,25 23:9 25:19 26:11 33:6,9,21 34:5,7,13 35:2,21 36:8, 12 37:6,7,11 39:8,21 41:12,17,19 42:2,4,7 48:11,25 50:2,9 51:23 52:1 53:18,22 55:7,11,16 66:4,8 68:6,7, 12,23,25 69:8,20,23 70:22,25 71:11,13 72:16,22 73:4,12,24 74:1,3,5
statements 4:21	sub 60:9	supplied 36:7,24 38:19,21 70:20	supposed 27:2	tariffs 38:1,5 54:1 70:4
states 7:7 13:1 15:25 21:9 43:8,9, 10 46:25	subject 45:4 51:18	supplies 36:16	sure 29:6,18 45:5 46:22 57:7 61:5	tear 38:13
statute 14:22 15:3,5,8 16:24 17:1, 12,13 20:1,17 21:5 59:8,20, 25 64:5 65:22	subsection 13:16 14:23	supply 14:9 15:13 27:1,6 28:23 38:7, 10,18,23 39:5 41:17 50:20 52:11 54:14 55:2 70:12	surely 45:3 72:1	technical 70:4,8,14
statutes 38:2 64:1	succeeds 17:12	supplying 6:24 13:17 14:1 21:3 25:20 26:13, 22 41:16,18 42:3 51:6,7 53:12 70:2,10 71:18	system 13:20 25:23	
statutory 22:4 60:16 62:4,8 65:14	successful 18:21		T	
step 64:9	such 13:18 17:2,15,18 18:24 19:2,3 20:18 25:21 32:13 37:9, 13,25 44:18 60:10 65:23		table 57:24	
still 10:7 19:23 28:8 46:5 68:15	suddenly 49:20,22 54:9		take 6:2,3 9:3 11:14 14:6 15:17 27:11 46:9 47:16 51:10,12 54:11,17 55:3,25 57:12 58:14 63:11 64:9 67:6 72:4	
stood 70:16	suffered 69:11		taken 18:3	
stop 6:17 57:8 61:24	sufficient 5:6		taking 10:3 29:15 52:24 75:3	
straightforward 13:12 70:17 71:2 73:7,8,9	suggest 44:9		talk 35:16,21 39:12 41:16 42:11 50:8	
	suggested 73:25			
	suggestion 17:5			
	sum 17:10 19:18 36:15			

technically 4:23 66:20	19:25 25:4 27:10 29:9, 14,20 31:25 32:10 33:10 34:4 35:7,23 37:2,3,11,24 39:5 42:22 47:8,9,14,19 49:6,23 51:4, 19,23,24,25 52:3 54:22,24 55:19 56:1,3 58:24 60:1,7 62:14 64:22, 24 66:17 67:10 69:4 70:11,14 71:19 72:1, 15,16 73:1	53:20 56:22 59:10 61:14 63:5,6 65:12 66:11 67:9 71:21 74:1	30:5 40:16 42:6 43:21 44:25 45:3 49:4 60:6,11 65:1 70:13 73:21	18,20,23 10:1,3,8,14 11:12 12:19 13:6,12,24 14:4,18 15:3, 7 16:6,22,23 17:1,6,20,25 18:6,13,22 19:5,6,23 20:2,4,10,17 21:22 23:14, 20 24:13,20 26:6,7,19 29:6 30:13 31:11,12,15, 22,25 32:5,6, 9,20 33:1,5,8 34:8 35:2,6 39:19,21 40:21 45:10 48:1,18 49:8, 21 50:2 52:18,19,21 53:4,10 54:17 55:3,6,11,16 57:2,6,9 58:11 59:10 61:2 62:21 63:6,12,13 65:7,16,21 66:3,5,9 67:2, 13,19 68:21 69:4,5,13,24 70:8,13 71:8 72:20,21 73:23 74:2,9, 10,13 75:1,5
tell 32:5 54:13 64:25 67:5 72:5		theory 65:10 73:15	think 3:20 4:25 5:21,24 6:6 7:7 8:16 9:4 12:7 17:20 21:8 22:20 23:11, 20 25:20 27:4,23,24 31:22,24 33:3,7,14 34:4,7,22 40:3,25 43:2, 9 45:9,15,22, 25 46:7,12, 20,23 47:6 48:9 49:19,23 50:13 51:8,9, 11,18 54:3 55:5 57:4,12, 22 58:10,11 60:5,6,7,11, 13,14,18 61:8 62:3,5,9,16, 18 63:16 65:6,13,16,25 66:1,21,25 67:3,10,13, 14,15,24 70:7 71:25 72:17, 18 73:5,10, 11,20,24	
telling 5:3		there's 6:1 11:21 15:2 26:18 33:8,11 34:5 39:24 42:4,24 43:20,21 46:20 48:18 49:9 50:7,11 52:2,13 60:7, 11 64:6,7 65:9 68:4 71:12,18		
tells 40:23 41:5		therefore 20:2 31:22 48:14		
temporal 55:24 71:13 72:10		these 13:5 14:7 20:12 25:7,15,18 33:14,21 34:9,12,23 35:16 41:12 42:7 50:4 53:8 61:9 65:1 66:6 69:16 70:3 73:20		
tend 53:24	them 2:23 5:15 6:13 10:24 24:15 27:8 28:19 34:19,20,23 35:3,5 37:18 38:2,23 39:16 40:22 41:14 44:2 48:24 50:7,8 63:22 72:6 74:9			
tense 14:17 26:14,22 41:19 43:20	themselves 3:14 40:19 41:14 42:25	they've 9:5 28:17 66:4		
tension 46:24	then 6:13,14 16:7 21:9 24:21 25:11 26:14,18,25 30:12 36:23 37:6,16 41:2, 18 43:17,25 46:3,12 49:22 50:12,22 51:21 52:8	thing 31:25 51:15 52:16 58:12 59:14 61:2 69:18 70:2 72:18 73:23		
term 24:3		things 23:10		
terms 6:11				
test 28:13				
testing 28:15				
tests 28:3				
than 16:24 17:14 41:9 66:18				
thank 2:9,12, 14,15,25 3:22,24 4:3,6 6:1 11:7 12:11 20:18 29:22 32:19, 23 35:19 67:18 71:6,8, 9 74:11,12, 23,24 75:1				
that's 6:9,16 8:13 10:16,19 11:3,5,6 12:7 14:10 17:4				
				those 3:13 5:17 6:21 8:21 9:21 10:7,10 18:10,14,17 20:3 21:13,18 23:2,10

24:12,21 25:3 29:8 30:8,12 34:1 35:10,24 36:3 37:22,23 38:15,20 39:10,11 40:18 41:13, 15 44:4 45:1, 3 47:22 48:10 51:6,15 52:21 53:25 57:25 60:11,21 61:24,25 63:23 64:15, 19 65:18 66:2 68:11 70:10 74:8 Thou 44:13 though 27:16 28:19 31:1,9 49:24 54:7,15 thought 8:4 24:2 33:25 34:19 52:24 thousands 49:22 50:13 three 18:5 34:11 60:24 through 9:6 20:25 24:18, 22 25:2,10,12 27:13 44:23 55:16 67:24 70:21 time 2:17,19 3:13 13:18 14:25 19:7 25:22 26:16 27:3 30:1 32:20 33:22 34:18 36:15	37:7 38:6,8 39:5,10,24 41:6 42:2 43:21 44:17 45:24 46:6,8 49:8 52:12, 14,22,23 53:5 55:21 57:21 59:2 66:24 68:6 71:19 72:14,15 73:10 74:13 75:2,3 to 2:5 3:13 4:13,14,15,18 5:1,2,6,7,10, 15 6:2,3,5,6, 10,12,13,14, 15,16,17,24 7:4,7,10 8:14, 18,19,20,23, 24 9:5,11,12, 13,17,19,22 10:7,11,14 11:1,4,11,13, 21 12:3,4,6, 12 13:8,10,17 14:1,2,10,15, 19,22,23 15:2,4,9,10, 14,16 16:1,5, 8,22 17:2,6, 10,11,12,22, 24 18:8,21 19:5,8,9,20, 21,24 20:3,4, 11,16,24,25 21:4,11,23,24 22:3,17 23:1, 4,14,17,20,22 24:5,12,16, 17,20 25:1,5, 10,11,12,13, 16,20 26:3,9,	10,13,19,25 27:1,2,6,7,13, 17,21,24 28:1,3,13,22 29:6,8,15,16, 17,22 30:11, 22 31:4,13, 16,22,24 32:5,6,7,21, 25 33:1,2,9, 10,12,14,15, 16,22,23 34:1,6,16,20, 24,25 35:3,5, 10,15,21,23, 25 36:6,7,9, 11,13,16,20, 24 37:8,14, 18,21,23 38:1,2,3,4,6, 10,12,13,14, 15,17,18,19, 23,25 39:3,5, 9,11,13,14, 15,18 40:5, 12,14,15 41:2,4,5,9,17, 18,22,23 42:2,12,13, 15,16,18,24 43:2,7,10,11, 12,14,18,22, 24 44:2,7,11, 15,16 45:4,8, 10,13,14,17, 20,22 46:10, 13,18,25 47:7,10,12, 13,15,16,20, 21,22,23 48:2,3,4,5,6, 13,18,21 49:14,16 50:1,8,17,20,	25 51:3,9,10, 14,15,16,17 52:7,11,14, 15,16,18,19, 20,21 53:5, 13,19,21,24 54:3,5,6,7,8, 9,12,13,16, 17,18,20,21, 22,23 55:2,3, 9,10,12,16, 22,25 56:2,3, 5,6,8,10,19, 24 57:2,5,8, 14,18,25 58:3,4,5,6,10, 13,14,23 59:3,5,6,9,13, 14,15,16,21, 22 60:18 61:1,3,4,5,9, 14,18,23,24 62:5,7,13 63:3,7,8,10, 11,18,19,20, 22 64:2,3,4,8, 16,18,20,23, 25 65:17,18, 20,23,24 66:1,5,8,9,10, 14,25 67:1,7, 12,20,21,23, 25 68:7,10,21 69:13,17,18, 19 70:2,10, 15,23 71:5, 10,20,24,25 72:1,4,5,12, 15,24 73:3,4, 6,13,14,15, 21,22,24,25 74:2,4,8,10, 15,16,17,21, 25 75:1,3,5	today 2:16,20 3:9 5:1 17:12 33:1 34:19 43:1 44:22 46:6 67:15 71:8 73:25 75:2 together 12:15 71:21 75:4 told 49:13 too 18:4 52:24 66:22 took 57:2 tool 35:5 touched 48:24 tough 30:16 toxic 28:10,20 29:19 toxicity 55:15 training 49:16 transcribed 2:6 transcript 10:4 transmission 18:7 Travis 4:6 tried 19:8 Tripp 4:1 33:12 34:6 truck 71:24 true 27:20 60:7 71:15 73:2
---	---	--	--	---

truly 55:6	undermine 22:17	unusual 66:16 67:15	53:25 61:12 64:11 65:10	39:17 62:17, 20 68:1,6,9, 11,23,25 69:8,9 70:18
trumps 47:4	understand 4:21 23:1,13 55:6 56:21 68:15 73:17	up 12:10 14:25 15:12 22:3 28:4,9, 12,16,22 33:22 34:14, 25 38:12,13 39:2,19 42:8 50:25 52:17 55:4 59:4 61:14 62:10 63:6 70:16 73:23	utility 21:3 27:6 29:1,7 30:1 46:8 54:7,13 55:18 59:19 61:15, 24 63:3,14 64:14,18,19, 21	violates 58:21
trusted 35:13	understandin g 35:16	update 31:14 60:22	utility's 61:20, 21	violating 20:9 37:6,7 47:24 48:7 50:23 51:22 55:18 70:25
truth 68:16	understands 23:11	upon 13:19 25:23 30:1 68:19	V	violation 6:22 7:12,15,23 13:10,11 23:4 27:19 31:19 33:11 36:8 37:3,5,9 49:15,21 50:10,11 58:11 64:22 68:20,24 69:1 73:14
try 49:14 50:17 53:20 61:18 63:2	undisputed 4:21 5:14 9:16 10:9 11:21 12:18 13:9 19:19 24:16 25:2,3 33:19 62:23 68:13 70:18 71:2	us 6:23 19:15 28:23 30:17 32:8 35:10 44:2 60:22 62:23 67:11, 17,24 73:16 74:4,21	various 25:4	violations 21:11 49:4
trying 24:17	undoubtedly 57:20	use 25:12 32:3 45:14 51:9 54:8 67:6	verbatim 16:7	W
turn 58:6 61:3	unenviable 67:12	used 54:2 59:25	versus 49:2	wait 23:19 54:20
turned 44:10 48:6	Union 2:25	uses 32:3	very 8:8 11:15 15:18 16:4 17:9 23:6 24:9 30:10 31:5 35:20 46:6,8 47:11 55:19 60:18 61:23 66:13 70:1 73:5,6 74:6 75:4	waiver 15:21
turns 7:24 21:22	unique 65:4	using 28:8 35:4 61:3	video 2:4 3:11	want 5:1 7:10 11:11,13 22:17 35:10 46:9,10,13 47:10 50:1 52:17 54:21 55:2,3 61:4,5, 11 67:7 74:15,16
two 5:13 6:19 13:7 25:7 26:11 33:2,8 34:11 40:16 44:4 51:12,15 52:3 54:11, 14,18,20 60:5,23 63:23 66:2 68:18 69:16 72:4	United 7:6 13:1 15:25 21:9	usually 30:8, 10,13 49:11, 14	violate 6:24 7:3,8 10:15 13:3 31:22 39:22 42:16, 18 44:14,17 70:24	wanted 24:20, 24 47:10 48:4 69:18,19
U	unless 22:14	utilities 28:24 29:2,6,8,21	violated 7:21 8:9,24 10:18 12:4,24 17:7, 8 19:19 20:3 23:11 37:21	
umbrage 57:2	unlimited 63:10			
uncertainty 22:5	unpack 50:17			
unchecked 20:12	unreasonable 37:14 38:3			
under 4:23 6:2,22 14:9, 14 16:23 18:12 19:24 27:19 51:5 53:15 59:7 62:4 63:9 73:3,15	unrelated 54:21			
	until 31:10,11 38:9 52:11			

wants 12:2 54:19	45:25 46:5 47:14 48:24 49:20,22 50:18,22 51:22 54:13, 14,15,21 55:1,11,12,21 56:1,2,3 57:25 58:5 59:24 60:1,19 62:1,19 63:16 66:5,8 67:5,7, 15,16 70:7, 16,17 71:5,23 72:3,5,6,10, 11,13,14,20, 21,22 73:3, 10,11,19,20 74:2,25 75:6	welcome 25:11	what's 17:10 23:5 33:9 50:15 56:8 63:19	which 10:17, 25 12:6 14:9, 15 16:5 19:13 25:20 26:18 29:23 31:15 33:17 38:1 40:13 44:8 46:21 48:20 49:15 52:10 55:4 56:20 59:7 62:21 63:24 65:24 66:13,20 69:21
water 15:22 16:9,16 27:12,24 28:2,3,7,10, 11,13,18,19, 20,25 29:14, 16,18 32:14 45:20 54:8 55:4,14,15 72:20	we'll 32:9 41:25	well 8:23 9:1 12:4,8 14:24 16:14 23:19 26:21 31:10 33:23 34:11 35:20 36:22 39:20 41:13 46:9 50:16 53:19 56:13 57:1,16 62:9 63:2 65:20 69:25 70:3,7 72:22 73:1	whatever 19:10 28:3 54:24 69:17	while 12:10 27:20 38:4 67:14 70:20, 25
Water's 28:5	we're 13:15 23:24 29:21 32:6 33:5 35:6 38:16 41:3 42:3 43:12,14 46:16,17 47:11,14,15 54:16,19 59:3 71:1,16,25 72:2,17 74:19	went 20:25 25:1	whatsoever 48:8 55:25	Whipple 2:7, 24 3:16,20 4:16 5:5,23 7:16 9:3,9 10:23 11:5 12:14,15,16 20:21 21:15, 20 22:1,11,23 23:6 24:1,14 25:17 26:9 27:23 30:3,6, 16 34:21 35:8,12,19 43:7 57:2 59:2 60:19 66:21 67:22 72:20 73:6,22
way 15:7,20 17:22 22:3 23:18 24:2,8 25:14 32:13 35:4 42:9 43:22 44:9 47:7,8 50:6,8, 10 53:2,8 55:7 57:25 58:5,14 62:21 67:1	we've 9:13 34:19 46:21 47:23 52:6 57:25 71:16 73:12 74:8	what 4:25 5:3 7:14 8:16,23 13:25 15:8 20:24 21:6,7, 8,21 22:6 26:15 30:13 31:9 32:5,8, 10 33:5 35:6 36:19 37:11, 12,20 38:5,10 39:21 41:1,2, 4 42:22 44:8, 10 45:15,23, 24 47:7,8,9, 14 48:6 52:23 54:11 55:11 56:1 57:22 58:17,19 60:1,14 61:23 62:18 63:6, 18,20 66:11, 23 67:4,10 70:11,16 72:3,8,17,22 73:2	when 8:23 9:4,14 14:25 15:11 16:1,11 18:1 19:13 20:3 22:24 27:18 28:22 29:21 30:8 31:19,20 36:1 37:22 38:20 39:2 40:4,9, 11 41:4,21 44:19 47:19, 20 51:11,22 53:9,13 59:14,19 60:6 61:24 66:9 70:16 72:9,19	who 29:6,7 53:24 68:22
ways 25:16	web 2:4	where 6:16 11:6 44:20 46:25 48:25 49:9 50:12 51:19 58:3 59:3 60:25 61:15 62:5	where's 72:23	who's 70:9
we 2:1,3 3:10 4:15 5:1,13, 17,18,21,24 6:10 8:3,4 11:25 12:1, 11,16 14:6,11 17:1 18:2,5, 20 23:13,18, 21,22 24:14, 15 25:1 27:25 29:4 31:2,9, 18,19,21,24 32:4 36:22,23 37:4,6,7,8 39:16,17,25 40:1 41:9,21 43:11 44:1	week 28:9	whether 6:21 8:21 10:5 23:4 27:13 31:19 33:11 39:4,25 40:1 47:2 62:17 65:15 66:7	whole 6:17 31:25 57:21	
	weighing 74:15			

why 5:20 8:19 9:7,12 10:7 12:11 17:24 23:1 26:8 29:20 45:11, 15 48:24 53:10,12,13 56:15,16,22, 23 57:18 66:17 68:15 69:4 will 3:12 6:10 8:7 11:14 12:12 14:9 15:8 16:9 18:18,23 23:13 24:6,22 41:1,2 44:14, 22 58:19 66:15 67:24 68:19 69:2,14 75:5,6 win 12:6 23:5 window 27:5 wire 40:5 54:15 wish 17:5 with 2:3,4 3:14 5:21,22 6:5,23 7:5 8:11 12:4,15 14:4,7,13 15:22 17:13 18:11,16 19:22 23:21 24:5,6,25 25:19 26:7 27:7,25 28:5 31:4 32:15 33:1 35:6,22 38:7 39:4,14, 15,20 40:12,	13 42:12 43:15,18,22, 23 44:18 45:20 46:22 48:25 53:14 54:23 55:4 57:14,25 58:14 61:6,17 63:16,24 64:11 65:1,22 66:6,16 67:7 69:16 70:1,12 71:11 73:13 74:6 75:5 within 13:8,18 16:13 21:5 25:22 26:16 30:2 38:6 39:5,23 41:5 42:1 52:21 53:18 56:8,11 60:16 71:19 72:14,15 without 6:25 14:22 15:7 23:2,23 38:20 41:9,11 50:8 66:2 68:3 won't 23:15 65:15 69:4 word 9:4 32:3, 4 45:14 worded 29:23 70:6 wording 53:8 words 36:14 43:12 51:12, 15 70:10 Works 2:21 3:18 12:18 20:6	world 59:3 would 4:4,17 5:9 7:15,20, 23 10:25 14:18 15:7,12 16:12 17:16, 25 18:17,20 19:12 20:14 22:6,7,17 24:12 31:3 32:12,13,14 35:1,9,13 37:18,19 39:22 42:19 44:12,18 48:20 49:15, 20,25 51:2 54:11 55:18 58:5 59:11,17 62:1,16,19, 20,21 67:15 70:15 74:1 wouldn't 11:20 55:24 73:10 74:5 written 32:1 70:4 wrong 37:10 wrote 70:10 Y yard 62:15 yeah 49:3 50:5 74:18 year 48:7 years 30:18, 20 31:3,16,24 32:8 37:20 40:2 47:25	52:7 54:12, 14,18,20 66:22 68:3 72:4 yes 4:16 7:16 16:18 21:20 22:1 23:6,10 24:6,9,14 30:3 31:2 34:13 35:12 69:8 71:1 73:18 yet 41:24 42:4 72:7	
---	---	---	--	--