

**Docket Nos. UE-200900, UG-200901, and UE-200894
(Consolidated) - Vol. III**

WUTC v. Avista Corporation d/b/a Avista Utilities

July 7, 2021



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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,)
Complainant,) Docket Nos.
v.) UE-200900
) UG-200901
) UE-200894
AVISTA CORPORATION, d/b/a)
AVISTA UTILITIES,)
Respondent.)

EVIDENTIARY HEARING, VOLUME III
Pages 38 - 247
ADMINISTRATIVE LAW JUDGE ANDREW J. O'CONNELL

Taken Remotely Via Teams Videoconference

DATE: Wednesday, July 7, 2021
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WA CCR #2523; CA CSR #13928

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Page 42	Page 44
<p>1 EXAMINATION INDEX</p> <p>2</p> <p>3 WITNESS PAGE</p> <p>4 HEATHER ROSENTRATER</p> <p>5 Cross-Examination by Ms. Suetake 100</p> <p>6 Redirect Examination by Mr. Meyer 128</p> <p>7 Further Redirect Examination by Mr. Meyer 179</p> <p>8 LARRY LA BOLLE</p> <p>9 Cross-Examination by Ms. Suetake 100</p> <p>10 Redirect Examination by Mr. Meyer 128</p> <p>11 Further Redirect Examination by Mr. Meyer 179</p> <p>12 JOSHUA DILUCIANO</p> <p>13 Cross-Examination by Ms. Suetake 100</p> <p>14 Redirect Examination by Mr. Meyer 128</p> <p>15 Further Redirect Examination by Mr. Meyer 179</p> <p>16 ELIZABETH ANDREWS</p> <p>17 Cross-Examination by Ms. Suetake 183</p> <p>18 Redirect Examination by Mr. Meyer 203</p> <p>19 Recross-Examination by Ms. Suetake 206</p> <p>20 Further Redirect Examination by Mr. Meyer 230</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 No other participant or observer should</p> <p>2 appear on video.</p> <p>3 Let's take short appearances for the</p> <p>4 representatives of the parties, and we'll start with</p> <p>5 Avista.</p> <p>6 MR. MEYER: Yes, thank you, Your Honor.</p> <p>7 David Meyer, for Avista.</p> <p>8 JUDGE O'CONNELL: Thank you.</p> <p>9 And for staff.</p> <p>10 MS. CAMERON-RULKOWSKI: Jennifer</p> <p>11 Cameron-Rulkowski, Assistant Attorney General,</p> <p>12 appearing on behalf of staff. And with me are Jeff</p> <p>13 Roberson, Nash Callaghan, Harry Fukano, Joe Dallas,</p> <p>14 Dan Teimouri, all Assistant Attorneys General.</p> <p>15 JUDGE O'CONNELL: Thank you.</p> <p>16 And appearing for Public Counsel.</p> <p>17 MS. SUETAKE: Thank you, Your Honor. My</p> <p>18 name is Nina Suetake. I am an Assistant Attorney</p> <p>19 General for the Public Counsel unit.</p> <p>20 And I'm here as solo practitioner in</p> <p>21 this. Sorry.</p> <p>22 JUDGE O'CONNELL: Okay. Thank you.</p> <p>23 And for the Alliance of Western Energy</p> <p>24 Consumers.</p> <p>25 MS. MILINOVICH: Good morning, Your</p>
Page 43	Page 45
<p>1 WEDNESDAY, JULY 7, 2021</p> <p>2 9:54 A.M.</p> <p>3 --o0o--</p> <p>4 P R O C E E D I N G S</p> <p>5</p> <p>6 JUDGE O'CONNELL: Let's be on the record.</p> <p>7 Good morning. It is Wednesday, July 7,</p> <p>8 2021. The time is approximately 9:55 a.m.</p> <p>9 My name is Andrew O'Connell. I am an</p> <p>10 administrative law judge with the Washington Utilities</p> <p>11 and Transportation Commission, and I'll be presiding</p> <p>12 in this matter, along with the Commissioners, who will</p> <p>13 join us via video in a moment.</p> <p>14 We are here today for an evidentiary and</p> <p>15 settlement hearing in consolidated Dockets UE-200900,</p> <p>16 UG-200901, and UE-200894, which is Avista's electric</p> <p>17 and natural gas general rate case, and also it's a</p> <p>18 county petition to recover costs associated with its</p> <p>19 wildfire resiliency plan.</p> <p>20 We're using videoconferencing software</p> <p>21 for today's hearing. The software makes it possible</p> <p>22 to see video of myself and the Commissioners during</p> <p>23 the hearing and allows us to see video of the</p> <p>24 witnesses while they testify and the parties'</p> <p>25 attorneys when they are recognized by the bench.</p>	<p>1 Honor. Corinne Milinovich, from the law firm Davison</p> <p>2 Van Cleve, on behalf of the Alliance of Western Energy</p> <p>3 Consumers.</p> <p>4 JUDGE O'CONNELL: Thank you.</p> <p>5 And for Inland Empire Paper.</p> <p>6 MR. PEPPL: Good morning, Your Honor.</p> <p>7 Tyler Pepple, appearing on behalf of Inland Empire</p> <p>8 Paper.</p> <p>9 JUDGE O'CONNELL: Thank you.</p> <p>10 And appearing on behalf of The Energy</p> <p>11 Project.</p> <p>12 MR. FFITCH: Good morning, Your Honor.</p> <p>13 Simon ffitich, appearing for The Energy Project.</p> <p>14 JUDGE O'CONNELL: Thank you.</p> <p>15 And for the Sierra Club.</p> <p>16 MS. YARNALL LOARIE: Good morning, Your</p> <p>17 Honor. Jessica Yarnall Loarie, senior attorney,</p> <p>18 appearing on behalf of the Sierra Club.</p> <p>19 JUDGE O'CONNELL: Thank you.</p> <p>20 I want to turn to exhibits. The parties</p> <p>21 have stipulated to the admission of all prefiled</p> <p>22 testimony exhibits, including all recently revised</p> <p>23 testimony exhibits, except for the cross exhibits</p> <p>24 intended for Commission staff witness Jordan by Public</p> <p>25 Counsel. Those cross exhibits have been identified as</p>

<p style="text-align: right;">Page 46</p> <p>1 ELJ-11X through ELJ-15X. 2 I will reserve ruling on their admission 3 into evidence until we get to Staff's witness Jordan, 4 and Public Counsel will have the opportunity to lay 5 the foundation and establish the relevance of those 6 exhibits, and may ask at that time to have them 7 admitted to the record. 8 I also have two modifications to note for 9 the record. First, the Alliance of Western Energy 10 Consumers, or AWEC, has filed a letter to the docket 11 at my request explaining that it wishes to strike a 12 portion of its own testimony from its witness Mullins, 13 and that is Exhibit BGM-1T and Section 4 from Page 25, 14 Line 13, to Page 27, Line 14. 15 I want to confirm now with Ms. Milinovich 16 that this is still AWEC's request. Is that correct? 17 MS. MILINOVICH: Yes, Your Honor, that's 18 correct. 19 JUDGE O'CONNELL: Okay. Thank you. That 20 testimony is struck, as requested. 21 Second, I am rejecting four cross 22 exhibits intended by the Sierra Club for 23 cross-examination of Avista witness Thackston. The 24 rejection should not affect Sierra Club's intended 25 cross-examination because these exhibits are</p>	<p style="text-align: right;">Page 48</p> <p>1 case and file them with the Commission by next Friday, 2 July 16? 3 MS. SUETAKE: Your Honor, I believe that 4 would be enough time. 5 JUDGE O'CONNELL: Okay. Then I will 6 designate this request for those public comments as 7 Bench Request No. 3, or BR-3, and the response from 8 Public Counsel will be due to be filed by Friday, 9 July 16, 2021. 10 I also have several additional bench 11 requests -- four, in fact -- that I want to present 12 and discuss due dates with the parties before we talk 13 about the schedule for today's hearing. I will issue 14 a notice after this hearing formalizing these 15 requests. 16 First, the Bench Request 4 is directed to 17 Public Counsel. Will you please file with the 18 Commission updated revenue requirement models and 19 associated exhibits from your witness Crane. 20 I understand from our group e-mail 21 discussion that those impacts will be known -- or will 22 not be known until after your cross-examination at 23 this hearing. I would like to ask if you would be 24 able to make those updates and file them by July 16, 25 the same date as we just set for the filing of the</p>
<p style="text-align: right;">Page 47</p> <p>1 duplicates of testimony and exhibits already filed by 2 Thackston on behalf of Avista. 3 The exhibits I'm rejecting have been 4 identified on the exhibit list as JRT-31X, and that is 5 a duplicate of Exhibit JRT-1T -- 6 And as I go through this, Ms. Yarnall 7 Loarie, correct me if I am mistaken that they are 8 duplicates. 9 The second of the four exhibits is 10 Exhibit JRT-32X, and that is a duplicate of 11 Exhibit JRT-12T; the third is Exhibit JRT-33X, which 12 is a duplicate of Exhibit JRT-10; and JRT-34CX, which 13 is a duplicate of JRT-13C. 14 I would just ask that during 15 cross-examination, Ms. Yarnall Loarie, if you would 16 please instead refer to the original versions of those 17 exhibits instead of the cross exhibits, please. 18 MS. YARNALL LOARIE: Yes, Your Honor. 19 JUDGE O'CONNELL: So with those 20 exceptions, the two that I just have mentioned and the 21 cross exhibits intended for staff witness Jordan, the 22 testimony exhibits are admitted as stipulated. 23 Okay, I want to turn to public comments. 24 Ms. Suetake, would Public Counsel have enough time to 25 compile any public comments received regarding this</p>	<p style="text-align: right;">Page 49</p> <p>1 public comments. 2 MS. SUETAKE: Yes, that date will be 3 fine. 4 JUDGE O'CONNELL: Okay. I will set that 5 date, then, as well. 6 Next, Bench Request No. 5 is directed to 7 AWEC. In order to memorialize the updated revenue 8 requirement models submitted in response to my request 9 related to the testimony and adjustments I already 10 mentioned, we think those models should be received 11 into evidence as the response to a bench request. 12 Doing so will also provide all parties the opportunity 13 to object to those revenue requirement models. 14 The models have already been submitted so 15 I consider the bench request to have already been 16 responded to by AWEC, but will require any objection 17 to the revenue requirement models to be filed by 18 Monday, July 12, 2021, which is five days after today, 19 which is consistent with our rules regarding 20 objections to bench request responses. 21 Bench Requests No. 6 and 7 are directed 22 to Avista. For Bench Request No. 6, the Commission is 23 aware of Avista's recent filing in Docket U-210254 24 regarding its wildfire resiliency plan. The 25 Commission wants this information to be included in</p>

Page 50

1 these dockets because we find it is relevant for our
2 understanding of the issues here. So will you please
3 file in this case the same cover letter and 2020
4 wildfire resiliency plan that you filed with the
5 Commission in Docket U-210254 on July 1st, 2020, and
6 please do it by July 14th, 2021.
7 MR. MEYER: That can be done. Thank you.
8 JUDGE O'CONNELL: Thank you.
9 And last, Bench Request No. 7 regards AMI
10 costs. We want to see the updated actual AMI cost
11 data through July of this year. That is still about
12 three weeks away, so I want to ask, Mr. Meyer, when a
13 realistic deadline would be for Avista to submit that
14 actual AMI cost data through July. Would August 13 as
15 a due date, which is approximately two weeks after the
16 end of the month -- would that provide enough time for
17 Avista to prepare that data?
18 MR. MEYER: Let me have just a moment,
19 please.
20 JUDGE O'CONNELL: Sure.
21 (Discussion off the record.)
22 MR. MEYER: We can do that, Your Honor.
23 Thank you.
24 JUDGE O'CONNELL: Okay. Thank you. Then
25 I will set August 13th as the due date for that AMI

Page 51

1 cost statement.
2 Okay. Let's talk about today's hearing
3 and the schedule.
4 First, the Commissioners and I will have
5 our video on the entire hearing, and we ask that only
6 those witnesses who are part of a panel or who are
7 testifying on their own turn on their cameras while
8 testifying. Attorneys should turn on their video when
9 they want to speak or otherwise be identified by the
10 bench. Please keep your microphones muted, witnesses
11 and attorneys, at all times until you want to speak.
12 We will start with the settlement panel,
13 with witnesses from the settling parties, and also
14 Public Counsel's witness Dahl. All witnesses should
15 please have their video turned on during the panel.
16 Next, we'll have a panel regarding the
17 special contract between Inland Empire and Avista,
18 with witnesses Bonfield and Rasler. We'll then hear
19 from the remaining company witnesses, taking them one
20 at a time.
21 Well, I apologize. Not one at a time.
22 We'll start with a panel of Rosentrater, DiLuciano and
23 La Bolle. Then after we complete testimony from
24 Avista's witnesses, either this afternoon or if it
25 spills over into Friday, depending on the time of day,

Page 52

1 we will start with Public Counsel's witnesses and
2 their testimony, and then followed by staff's witness
3 and that cross-examination.
4 MR. MEYER: I have a point of
5 clarification, if I might. So after the three-person
6 panel, the Rosentrater, DiLuciano and La Bolle, our
7 remaining witnesses in the order that we intended to
8 present them were Andrews, then Mr. Thackston, and
9 then we have four other witnesses that in your
10 correspondence yesterday you indicated you might have
11 questions for: Mr. Thies, Mr. Miller, Mr. Kensok and
12 Mr. Howell. So that was the order that we were
13 intending to present the case. Does that work for the
14 bench?
15 JUDGE O'CONNELL: Yes. That is also the
16 order that we had anticipated and expected, so it's
17 good that we're on the same page.
18 MR. MEYER: Very good.
19 JUDGE O'CONNELL: And as I mentioned in
20 our brief e-mail discussion, if in the course of the
21 hearing it becomes apparent that we've gotten the
22 information that we need, it may turn out that we
23 don't have questions for some of the later witnesses.
24 MR. MEYER: Understood. Thank you.
25 JUDGE O'CONNELL: We will -- as we go

Page 53

1 along we will update you with whether they can be
2 excused, but we need them to be on standby at least
3 for now.
4 Okay. And after we've heard from all the
5 witnesses, we'll hear any last comments from the
6 parties and address any outstanding procedural
7 matters.
8 So as I mentioned before the hearing, we
9 have a hard stop today at 4:00 p.m., and so I do think
10 that our hearing will need to resume on Friday at 9:30
11 in the morning, but we'll see how quickly the hearing
12 moves along.
13 Are there any questions?
14 MS. CAMERON-RULKOWSKI: Your Honor, our
15 cross-examination estimates have changed. Would you
16 like to hear about that at this time?
17 JUDGE O'CONNELL: Yes, please.
18 MS. CAMERON-RULKOWSKI: Staff is waiving
19 its cross of witness Andrews from Avista and witness
20 Thackston from Avista.
21 JUDGE O'CONNELL: Okay. Thank you.
22 Are there any other updates to cross
23 estimates or any other questions procedurally before
24 we get started with the settlement panel?
25 MS. SUETAKE: Yes, Your Honor. This is

Page 54	Page 56
<p>1 Nina Suetake. 2 I believe I'm going to have to update my 3 time estimate for Ms. Jordan from one hour to two 4 hours. I was a little -- I was a little too 5 optimistic initially. 6 JUDGE O'CONNELL: Okay. Thank you. 7 MS. YARNALL LOARIE: And, Your Honor, 8 Sierra Club also actually intends to waive our cross 9 of witness Thackston. 10 JUDGE O'CONNELL: Okay. Thank you. 11 Is there -- with staff and Sierra Club 12 waiving cross-examination of Thackston, does that only 13 leave Public Counsel as far as parties' 14 cross-examination of Thackston? 15 MS. SUETAKE: Your Honor, Public Counsel 16 didn't request cross. 17 JUDGE O'CONNELL: My apologies. 18 Is there -- with those waiving from staff 19 and Sierra Club, is there any -- I do not believe, 20 then, that there's any cross-examination intended for 21 Mr. Thackston. Is that correct? 22 Okay. Hearing no objection, I think 23 that's correct. 24 The Commissioners, we still have bench 25 questions for Thackston, so he will need to remain</p>	<p>1 JUDGE O'CONNELL: Okay. Thank you. You 2 may put your hands down. 3 Now, let's have each of the witnesses 4 introduce themselves for the record, spelling their 5 last name, beginning with Avista's witness. 6 MR. EHRBAR: Yes. Good morning. This is 7 Patrick Ehrbar. Last name is E-h-r-b-a-r. 8 JUDGE O'CONNELL: Thank you. 9 And for staff. 10 MR. BALL: Good morning. This Jason 11 Ball, last name B-a-l-l. 12 JUDGE O'CONNELL: Thank you. 13 And for the Alliance of Western Energy 14 Consumers. 15 MR. MULLINS: Good morning. This is Brad 16 Mullins, last name M-u-l-l-i-n-s. 17 JUDGE O'CONNELL: Thank you. 18 And for Inland Empire Paper. 19 MR. KAUFMAN: Good morning. This is 20 Lance Kaufman, L-a-n-c-e, K-a-u-f-m-a-n. 21 JUDGE O'CONNELL: Thank you. 22 For The Energy Project. 23 MR. COLLINS: Good morning. Shawn 24 Collins, director of The Energy Project, last name 25 spelled C-o-l-l-i-n-s.</p>
Page 55	Page 57
<p>1 ready to testify. 2 Okay. If you are not speaking, please 3 mute your microphones, and if you're on the telephone, 4 please mute your telephone. 5 With that, I will ask Chair Danner and 6 Commissioner Rendahl and Commissioner Balasbas to join 7 us. 8 I see that the chair has turned on his 9 video, so has Commissioner Balasbas, and as soon as 10 Commissioner Rendahl joins us, we will get started 11 with the settlement panel. 12 MS. RENDAHL: Can you hear me? Andrew, 13 I'm here. My camera is on. 14 JUDGE O'CONNELL: Excellent. I can see 15 you now. I think it's one of those things where the 16 number of people I can see on my screen is limited, 17 but I see and hear you now. Thank you, Commissioner. 18 Let's have the attorneys turn off their 19 video and let's have our settlement panel turn on 20 their video. 21 Okay. Thank you. 22 And to all the settlement panel witnesses 23 and Public Counsel witness Dahl, will you please raise 24 your right hand. 25 (Panel sworn)</p>	<p>1 JUDGE O'CONNELL: Thank you. 2 And for the Sierra Club. 3 MS. YARNALL LOARIE: Your Honor, my 4 witness -- this is Jessica Yarnall Loarie, for the 5 Sierra Club. He said he might be having some problems 6 with audio and may need to call back in. 7 JUDGE O'CONNELL: Right. Okay. 8 Well, let's give Mr. Piedfort a moment to 9 see if he can clear that up. 10 Let's move on to the witness for Public 11 Counsel. 12 MR. DAHL: Yes, this is Corey Dahl, for 13 Public Counsel, first name C-o-r-e-y, last name Dahl, 14 D-a-h-l. 15 JUDGE O'CONNELL: Okay. Thank you. 16 So right now we are just waiting on 17 Sierra Club's witness to resolve certain technical 18 issues he's having with the sound. 19 I experienced similar technical issues 20 and had to restart my computer prior to the beginning 21 of this hearing, so I am quite sympathetic for the 22 frustration that can come with having those technical 23 issues. 24 MS. YARNALL LOARIE: Your Honor, this is 25 Jessica Yarnall Loarie again for the Club. I wonder</p>

Page 58

1 if it would just be faster for Mr. Piedfort to call
 2 in, to not delay the hearing at the same time. Would
 3 that be acceptable?
 4 JUDGE O'CONNELL: Yes. Please have
 5 Mr. Piedfort call in. The call-in information is in
 6 the public notice, and I would appreciate if, while he
 7 is appearing via telephone, if he would continue to
 8 try and resolve the computer issue or restart it or
 9 whatever he may need to do.
 10 MR. MEYER: This is David Meyer. Might I
 11 take a moment while we're waiting and -- good morning.
 12 We discussed this with the judge before we went on the
 13 record, but just so you know, for any questioning you
 14 have as Commissioners of the joint testimony in
 15 support of the partial settlement, it would appear
 16 that the entirety of that testimony was marked
 17 confidential, when, in fact, only two pages have
 18 confidential information. And those are Pages 32 and
 19 33. So everything else is fair game, if you will, for
 20 public discussion, except for the shaded numbers in
 21 Pages 32 and 33.
 22 And we've agreed to resubmit that exhibit
 23 with only those pages identified as confidential.
 24 And the same --
 25 Go ahead. Sorry.

Page 59

1 JUDGE O'CONNELL: No, go ahead,
 2 Mr. Meyer.
 3 Thank you for remembering. I wanted to
 4 memorialize this on the record, so please go ahead
 5 with the other exhibit for Mr. Bonfield and
 6 Mr. Rasler.
 7 MR. MEYER: Surely.
 8 The exhibits for Bonfield and Rasler,
 9 that's marked SJB-KR-1CT. There are -- seven pages,
 10 in fact, had confidential information shaded, but the
 11 entire exhibit was -- the joint testimony was marked
 12 as confidential. We will resubmit that in the same
 13 fashion, just identifying those pages.
 14 And I think that as you work through and
 15 look at that testimony, you can identify the shaded
 16 numbers, if you will, and you can work your way around
 17 that. So hopefully that helps with any Commissioner
 18 examination.
 19 JUDGE O'CONNELL: Okay. Thank you,
 20 Mr. Meyer.
 21 Ms. Yarnall Loarie, is your witness on
 22 the telephone?
 23 MS. YARNALL LOARIE: Your Honor, I
 24 believe he is.
 25 Jesse, can you speak up?

Page 60

1 Mr. Piedfort, are you on?
 2 JUDGE O'CONNELL: Ms. Yarnall Loarie,
 3 could you please identify for our staff the phone
 4 number that he is calling in from? It may be an issue
 5 of his telephone being muted from our end, and I want
 6 to make sure that we can make sure that that phone
 7 number is unmuted.
 8 And I think he needs to unmute his
 9 telephone by pressing star 6, or he could try that.
 10 MR. PIEDFORT: Your Honor, can you hear
 11 me at this time?
 12 JUDGE O'CONNELL: Yes.
 13 MR. PIEDFORT: Great. My apologies for
 14 the snafus. Appreciate it.
 15 JUDGE O'CONNELL: That's all right.
 16 So the witness before the Sierra Club for
 17 the settlement panel, if you would please identify
 18 yourself and spell your last name for the record.
 19 MR. PIEDFORT: Sure. My name is Jesse
 20 Piedfort. My last name is spelled P-i-e-d-f-o-r-t.
 21 JUDGE O'CONNELL: Okay. Thank you.
 22 So with that, we're ready to begin the
 23 Commissioners' questions for the settlement panel. I
 24 will turn it over to the Commissioners.
 25 MS. RENDAHL: Judge O'Connell, did you

Page 61

1 swear in the witnesses?
 2 JUDGE O'CONNELL: Yes. They've all been
 3 sworn in.
 4 MS. RENDAHL: Okay. Thank you.
 5 I guess I will start. Good morning,
 6 everyone.
 7 I have a question related to the
 8 time-of-use pilots. The settlement provides that
 9 Avista will develop, in consultation with
 10 stakeholders, an opt-in time-of-use -- opt-in
 11 time-of-use pilots and peak time rebate pilots for
 12 general service and residential customers. So if
 13 these are pilots, won't they, by necessity, be opt in,
 14 or how does the opt-in feature function in these
 15 pilots?
 16 That's a question for anyone who is
 17 willing to testify to that.
 18 MR. EHRBAR: Sure. This is Pat Ehrbar.
 19 I'll take a stab and then probably defer
 20 to Mr. Ball.
 21 For this -- yes, I think we're going
 22 to -- first and foremost, we want to learn from what
 23 the other utilities are doing, and I know staff and
 24 PacifiCorp and a lot of parties to this case are
 25 actively working on these things. So we'll learn a

<p style="text-align: right;">Page 62</p> <p>1 lot from what happens in those dockets, but I think 2 you're right that a pilot would, by necessity, be an 3 opt in, not an opt out. So I think we'd see anything 4 as a voluntary opt-in type program. 5 But I'll defer to Mr. Ball. 6 MR. BALL: This is Jason Ball. 7 That's correct. I think the reason why 8 we memorialized that in the settlement stipulation was 9 just to make it abundantly clear that we were not 10 agreeing to a program that was going to be opt out. 11 JUDGE O'CONNELL: Commissioner Rendahl, 12 you're muted, and we can't hear you at the moment. 13 MS. RENDAHL: Oh, such a classic moment. 14 Okay. 15 So I guess why not test both the opt in 16 and opt out to see how they perform? In terms of 17 customer uptake. 18 MR. BALL: Opt-out programs are extremely 19 difficult to test in a pilot capacity because, as 20 you -- as you rightly pointed out, pilot programs are 21 designed to find willing participants. The design of 22 the pilot could include elements -- and should 23 honestly include elements of participants who are a 24 part of a pilot but are not actually receiving the 25 pilot's rates. It's kind of like a control group.</p>	<p style="text-align: right;">Page 64</p> <p>1 these kinds of price signals. 2 The only way -- in my mind, the only way 3 to really get a truly representative sample that could 4 identify for you the nature of an opt-out program 5 would be to expand the pilot to a broad enough range 6 that you had participants who wouldn't normally be 7 characterized as the most willing, which, generally 8 speaking, goes far beyond the scale and scope of what 9 constitutes the normal pilot. Those are very, very 10 large programs and would make up a sizable portion of 11 the ratepayer population. 12 So here -- 13 Sorry. Go ahead. 14 MR. DANNER: But couldn't they be scoped 15 geographically or, you know, with a sample of the 16 population? Isn't there a way to design it? 17 MR. BALL: Yes, that's completely 18 possible and feasible. However, introducing 19 geographical limitations introduces a new set of 20 variables that have to be controlled for, and so what 21 we're trying to do here is recognize that Avista's 22 service territory is not necessarily homogeneous, and 23 we need participants from across the service territory 24 to be able to provide us with a truly representative 25 sample of their entire ratepayer population.</p>
<p style="text-align: right;">Page 63</p> <p>1 You could characterize them as opt in 2 versus opt out. However, in terms of testing the 3 actual pilot's effectiveness for creating an entire 4 program that is an opt-out program, I think the only 5 way to do that would be to do it on a much larger 6 scale than the parties were anticipating in starting 7 these pilot programs. 8 MS. RENDAHL: Does anyone else want to 9 weigh in on that? 10 Okay. 11 MR. DANNER: Commissioner, can I just 12 follow up? I just want to make sure I'm 13 understanding, because when you have somebody opting 14 in, that basically means they're aware of differential 15 rates, where you have folks who are basically not 16 opting in less aware of those differential rates, 17 and -- I mean, how is it that the pilot will be 18 helpful in terms of learning the behavior of the 19 people who are going to be most affected by the 20 time-of-use program? 21 MR. BALL: So this is kind of a 22 chicken-and-egg problem with pilots, right? Pilots 23 are -- by their very nature, are going to attract 24 individuals who were probably already the most willing 25 to engage in these kinds of programs and respond to</p>	<p style="text-align: right;">Page 65</p> <p>1 MR. DANNER: All right. Thank you for 2 that. 3 Mr. Dahl, you were the -- you were, in 4 your testimony, suggesting an opt out. I was 5 wondering, was this -- what were you thinking in terms 6 of the pilot? 7 MR. DAHL: Yeah. Thank you, Commissioner 8 Danner. 9 This is Corey Dahl, for the court 10 reporter. 11 You know, following along with Jason's 12 comments, I think he's right on. You know, we 13 obviously have constraints with any sort of pilot with 14 the population that we're dealing with, but in this 15 particular case another reason why we thought it would 16 be important for an opt-out model, especially in the 17 case of time of use, is we know that -- or we can make 18 a reasonable assumption that there is a certain amount 19 of customers who cannot shift their load, due to 20 whatever reasons, whether that's, you know, their work 21 schedules, and we don't want those customers to be 22 unnecessarily harmed by the design of the pilot, 23 because we do really want to understand how and when 24 customers are impacted by this sort of program. 25 So we just don't want to be in a</p>

<p style="text-align: right;">Page 66</p> <p>1 situation where there are customers who just don't 2 have discretionary load, for whatever reason, and in 3 particular customers who might be part of a low-income 4 or vulnerable population, we don't want them to be 5 harmed in this pilot. And that's really an equity 6 concern. So that's very important for us. 7 And I will also note, and it's abundantly 8 clear on the record, that we did not join the 9 settlement, so I just want to make that abundantly 10 clear. 11 Ultimately we do recommend that the 12 Commission adopt the settlement, we're comfortable 13 with that, but we did not join the settlement due to 14 the IEP contract. But that's obviously outside the 15 scope of the pilots here. 16 MR. DANNER: Understood. 17 MS. RENDAHL: Chair Danner, I have a 18 couple questions related to that. Do you have more? 19 MR. DANNER: No. I'll turn it over to 20 you. Thank you. 21 MS. RENDAHL: Okay. 22 So I'll just note that the settlement 23 does include provisions that the pricing pilot and the 24 monitoring and evaluation plan have to include equity 25 measures and measure impact to low-income and</p>	<p style="text-align: right;">Page 68</p> <p>1 more information, if you've had some discussions about 2 it, about what equity measures you're anticipating in 3 the monitoring and evaluation plan and how those 4 measures would relate to the customer benefit 5 indicators that Avista has to propose in its upcoming 6 CEIP, Clean Energy Implementation Plan? 7 MR. EHRBAR: Maybe I'll take a stab and 8 then defer to Jason. 9 I don't know if the staff has more 10 thoughts in working with the other utilities. We have 11 not broached that subject or gone down that road yet. 12 Having reached this agreement and now being here 13 today, we have not contemplated that issue yet, but 14 I'm guessing staff probably has, so I'll defer to 15 Jason. 16 MR. BALL: No, we haven't. So it's not 17 so much that we haven't talked or worked on equity 18 measures before; it's more that in building the 19 settlement, we were focused on building a process by 20 which we could then develop those equity measures. 21 And that's what the settlement really represents, is 22 the process to get them put together. 23 When we worked in a similar process with 24 one of our other utilities, it took multiple hour-long 25 meetings -- hours-long meetings, with a lot of various</p>
<p style="text-align: right;">Page 67</p> <p>1 vulnerable populations. But in addition to vulnerable 2 populations, CETA also includes highly impacted 3 communities, so what does the monitoring and 4 evaluation plan -- why does it include vulnerable 5 populations and not highly impacted communities? 6 MR. BALL: This is Jason, with the 7 Commission staff. 8 I think that was an oversight in 9 language. I doubt very much that the parties intended 10 to exclude highly impacted communities. I certainly 11 didn't. I think we just used "vulnerable populations" 12 as a catchall term when we shouldn't have. 13 But I don't want to speak for the other 14 parties. 15 MR. EHRBAR: I'll agree with Jason. I 16 think it's just language. So we'd be open to having 17 that added in. 18 MS. RENDAHL: Are there any objections to 19 adding that in from any member of the settlement 20 panel? 21 MR. MULLINS: Not from AWEC. 22 MR. KAUFMAN: None from IEP. 23 MR. COLLINS: None. 24 MS. RENDAHL: Okay. Great. 25 I'd like us -- can you all provide some</p>	<p style="text-align: right;">Page 69</p> <p>1 participants, who were all very, very helpful, but it 2 took a lot of meetings to really pull those together 3 and develop those kinds of measures, and the parties 4 here -- in the settlement negotiations for this were 5 focused on just building that process for those 6 meetings to occur. 7 MS. RENDAHL: Okay. Thank you. 8 So Chair Danner and Commissioner 9 Balasbas, I don't have any other questions on the 10 pricing pilots. Do you all have questions you want to 11 ask? 12 MR. DANNER: I just have one point of 13 clarification. Looking at the settlement, I know 14 there was also -- when you were talking about -- 15 See if I can find it, but it was the use 16 of the term -- there it is -- marginalized 17 communities. You also talked about low-income, 18 vulnerable and marginalized populations. 19 I just want to be clear that in every 20 respect here we are talking about low-income and 21 vulnerable populations and highly impacted 22 communities. So every reference to that, is that -- 23 are we going to assume the language that is in CETA? 24 MR. BALL: Yes, I believe that's a 25 correct assumption.</p>

Page 70	Page 72
<p>1 MR. DANNER: All right.</p> <p>2 MR. EHRBAR: I concur.</p> <p>3 MR. DANNER: Thank you.</p> <p>4 MS. RENDAHL: Well, I have a few</p> <p>5 questions about the power supply update to the</p> <p>6 settlement.</p> <p>7 In the settlement, at Paragraph 9, the</p> <p>8 settlement provides that the update will add, quote,</p> <p>9 "all incremental contracts with less than one year</p> <p>10 affecting the pro forma period," unquote. So how --</p> <p>11 there is no definition of "pro forma period" or "the</p> <p>12 pro forma period" in the settlement. Can you explain</p> <p>13 how you used the term "pro forma period"? What does</p> <p>14 it mean and when does that period end?</p> <p>15 MR. EHRBAR: Yes. Again, this is Pat,</p> <p>16 with Avista.</p> <p>17 So the pro forma period, as I understand</p> <p>18 it, and speaking for the parties -- I think we're all</p> <p>19 in unison here. Pro forma period would be the</p> <p>20 October 1st, 2021, through September 30, 2022, period,</p> <p>21 and so it would be any incremental -- I'll call them</p> <p>22 hedges, new contracts, short-term contracts that we've</p> <p>23 entered into since the filing of the case. But that</p> <p>24 will be in effect during that period.</p> <p>25 MS. RENDAHL: Okay.</p>	<p>1 October 1, '21, through September 30 of '22.</p> <p>2 MS. RENDAHL: But wouldn't the rate</p> <p>3 effective year be after the rates are in effect on</p> <p>4 October 2021, so the pro forma period would be before</p> <p>5 that rate effective year?</p> <p>6 MR. EHRBAR: No. The pro forma period</p> <p>7 would be the rate effective year.</p> <p>8 MS. RENDAHL: Okay.</p> <p>9 But you're saying that it includes any</p> <p>10 contracts that are in effect -- that are in effect</p> <p>11 during that period, October 2020 to October 2021,</p> <p>12 correct?</p> <p>13 MR. EHRBAR: It would be any contracts</p> <p>14 that we enter into that affect October 2021 through</p> <p>15 September of 2022. So that are known and entered into</p> <p>16 for the rate effective period.</p> <p>17 MS. RENDAHL: Okay.</p> <p>18 I heard what you said earlier</p> <p>19 differently, for some reason, so that clarifies. I</p> <p>20 heard you say October 2020 to October 2021, hence the</p> <p>21 confusion.</p> <p>22 MR. EHRBAR: Sorry if I did.</p> <p>23 MS. RENDAHL: Okay.</p> <p>24 So then for rates -- so other power</p> <p>25 costs, not contracts that are entered into -- for</p>
Page 71	Page 73
<p>1 But you're going to be making the power</p> <p>2 cost update on August 1st, correct?</p> <p>3 MR. EHRBAR: Correct.</p> <p>4 MS. RENDAHL: So if there are any</p> <p>5 settlements that -- I mean, sorry, any contracts that</p> <p>6 are entered into that go through that October 1st,</p> <p>7 2021, period, is that what you're reflecting?</p> <p>8 MR. EHRBAR: So it would be any power</p> <p>9 supply contracts that we've entered into that would be</p> <p>10 in effect during that period, and so any contracts</p> <p>11 entered into after August 1st, of course, would just</p> <p>12 flow through normal power supply costs and functioning</p> <p>13 of the ERM, but anything prior to that would be</p> <p>14 included. Does that help?</p> <p>15 You're back on mute. Sorry.</p> <p>16 MS. RENDAHL: Thanks.</p> <p>17 And I'm looking at my notes here to see</p> <p>18 if I had anything that you didn't already cover.</p> <p>19 Okay. So when you use that term, you're</p> <p>20 just applying it for this settlement term, correct?</p> <p>21 Not for the whole case? In terms of what a pro forma</p> <p>22 period is.</p> <p>23 MR. EHRBAR: I -- I'm not sure I see the</p> <p>24 differential. So the pro forma period for this would</p> <p>25 be the rate effective year, is how we view that,</p>	<p>1 example, the recent heat wave, are the -- are any of</p> <p>2 the power costs reflecting market purchases up through</p> <p>3 August 1st going to be included in the power cost</p> <p>4 update?</p> <p>5 MR. EHRBAR: No.</p> <p>6 Let me think about this just to make</p> <p>7 sure. I'm playing my inner Clint Kalich here.</p> <p>8 No, any of those would be power spike</p> <p>9 costs in the current period and just flow through our</p> <p>10 current mechanism against a current baseline, but</p> <p>11 October 1st of '21 a new baseline would go into effect</p> <p>12 that would include the information included in the</p> <p>13 60-day update.</p> <p>14 So I think the short answer is no.</p> <p>15 Anything that just happened in the recent heat wave is</p> <p>16 just actuals in this current period, not in the</p> <p>17 pro forma period.</p> <p>18 MS. RENDAHL: Okay. Thank you. That</p> <p>19 helps. That helps clarify how that term is used in</p> <p>20 the settlement.</p> <p>21 Are there any other parties that wish to</p> <p>22 weigh in on that?</p> <p>23 And I just have one more question on the</p> <p>24 settlement, but if my colleagues wish to ask a</p> <p>25 question, please go ahead.</p>

Page 74

1 All right.
 2 Well, this relates to the EIM
 3 collaborative that's referenced in the settlement.
 4 I'm assuming that the EIM collaborative will just
 5 involve Avista and the parties to this proceeding but
 6 not other companies, PSE and PacifiCorp; is that
 7 correct?
 8 MR. EHRBAR: I'll take the first stab.
 9 This is Pat.
 10 I think our understanding -- I think our
 11 probably desire would actually be to have a
 12 collaborative among all the utilities. I think
 13 there's a lot of -- the issue related to EIM benefits
 14 is one that affects, obviously, Puget, PAC and Avista,
 15 and so a common methodology among the three utilities,
 16 what I think would be preferential -- I know we can
 17 probably learn a lot from the other utilities that
 18 have been operating in the EIM much longer than us, so
 19 I see it as broader, if that can be pulled off.
 20 MS. RENDAHL: Okay. I wasn't sure by the
 21 wording in the settlement.
 22 Go ahead.
 23 MR. KAUFMAN: PSE is also having a
 24 similar process with an EIM collaborative, and they're
 25 proceeding under the assumption that it's a single

Page 75

1 utility process, but I'm sure there's a path forward
 2 that could combine them.
 3 MS. RENDAHL: I guess for staff on that,
 4 has staff discussed with the representatives of the
 5 other utilities any interest in having a joint
 6 collaborative on the EIM modeling and EIM benefits?
 7 MR. BALL: We have, and, as Lance pointed
 8 out, PSE has already begun examining it through their
 9 own separate process. The --
 10 Excuse me one second.
 11 (Discussion off the record.)
 12 MR. BALL: Sorry about the background
 13 noise.
 14 We also had several internal
 15 conversations as well as conversations with other
 16 utility stakeholders to try and figure out the best
 17 approach to this. We didn't want to delay the PSE
 18 collaborative from starting while we had these
 19 discussions.
 20 Right now our biggest concern, that we
 21 have not figured out an answer to, is how to handle
 22 confidential information, because power supplies by
 23 their very nature has a lot of confidential
 24 information that is utility specific, and there needs
 25 to be a way for staff and the stakeholders that need

Page 76

1 access to the information to see all of it without
 2 necessarily crossing the boundaries between utilities.
 3 And that is an extremely difficult process to get
 4 worked out.
 5 So we're looking into it, we're trying to
 6 see if it is possible, but we haven't come to a
 7 solution yet.
 8 MS. RENDAHL: So at a minimum this would
 9 involve looking at Avista's modeling and how the EIM
 10 operates, and just focus on Avista's process,
 11 hopefully taking into account how other companies are
 12 calculating these cost benefits, but at a minimum it
 13 would be Avista, and potentially more?
 14 MR. BALL: Yes. Staff is always
 15 interested in finding alignment between the utilities
 16 wherever it's possible, and, as Pat and Lance both
 17 already discussed, this is one area where there can be
 18 quite a bit of alignment in a lot of the underlying
 19 models and math but not necessarily in inputs.
 20 We're just trying to figure out the
 21 process level of how that can happen.
 22 MS. RENDAHL: Okay.
 23 Any other comments on that?
 24 Okay. I don't have any other questions
 25 for the settlement panel. Thank you very much.

Page 77

1 JUDGE O'CONNELL: Are there any other
 2 questions for the settlement panel from Chair Danner
 3 or Commissioner Balasbas?
 4 MR. DANNER: Yes, judge, I have one
 5 question.
 6 In Paragraph 14 there's a provision in
 7 the settlement that talks about renewables to benefit
 8 low income, and it states, "Avista continues to commit
 9 to discuss renewable programs for low-income customers
 10 in collaboration with its Energy Advisory" -- "Energy
 11 Assistance Advisory Group." Then it says, "If a
 12 viable project is identified, Avista will propose such
 13 projects to the Commission for approval."
 14 I'm wondering, who is the -- who is going
 15 to identify that project? Is that kind of -- is that
 16 something that is for the utility to do? Is that
 17 something for the stakeholders in that group? How do
 18 you envision that work?
 19 And I'll throw it out to anyone.
 20 MR. EHRBAR: Just seeing if Mr. Collins
 21 wanted to go first. I can take a quick stab and then
 22 do my best to defer to Shawn.
 23 My understanding is that, you know, as
 24 with everything, we're, I think, very collaborative,
 25 and that's one group that is a very collaborative

<p style="text-align: right;">Page 78</p> <p>1 group. So I would think that any project that's 2 identified, whether originally identified by Avista or 3 by some other party that's brought to that group, 4 would be, in my words, blessed for further processing 5 going forward under a contract or whatever it might 6 look like for those renewables in a collaborative 7 manner. 8 So I'll defer to Shawn. 9 MR. COLLINS: Yeah -- thank you, Pat. 10 In terms of identifying a project, you 11 know, we don't currently have anything in the works. 12 However, the way that this has transpired in other 13 service territories, we've worked with agencies, with 14 various community groups and tribes, to identify areas 15 where there is an interest at the community level in a 16 project as well as a project that fits the -- the 17 desired outcomes in terms of delivering benefits 18 directly to low-income households. 19 So I expect that the way that we would be 20 able to move this forward, as Pat mentioned, to work 21 through on the advisory group, to work with agencies, 22 communities, organizations, to identify some potential 23 projects that will be able to deliver those benefits 24 directly, and then to work with the company to figure 25 out how to move that forward and to bring before the</p>	<p style="text-align: right;">Page 80</p> <p>1 We will return at 10:55 a.m., and I would ask that 2 Avista's witness, Shawn Bonfield, and Inland Empire's 3 witness, Kevin Rasler, be ready to testify when we 4 come back at 10:55 a.m. 5 So until then we will be off the record. 6 Thank you. 7 (Short recess.) 8 JUDGE O'CONNELL: Let's be back on the 9 record. 10 Our court reporter, do I have you back as 11 well? 12 THE REPORTER: Yes. 13 JUDGE O'CONNELL: Okay. Thank you. 14 Let's be back on the record. 15 I see that we have Mr. Bonfield. Is 16 Mr. Rasler able to turn on his video? 17 MR. RASLER: Yes. Can you see me and 18 hear me, Judge? 19 JUDGE O'CONNELL: Yes. Thank you very 20 much. 21 I'd like to ask Mr. Bonfield, Mr. Rasler, 22 will you please raise your right hand. 23 (Panel sworn) 24 JUDGE O'CONNELL: You can put down your 25 hands.</p>
<p style="text-align: right;">Page 79</p> <p>1 Commission. 2 MR. DANNER: All right. 3 Ultimately it says that it's Avista that 4 would bring the -- propose the projects to the 5 Commission, so if there is a disagreement and it's 6 less than collaborative, then I assume that it's 7 basically up to the utility. 8 MR. COLLINS: Yeah, I certainly, you 9 know, don't envision that being the case, but, yeah, 10 it designates the utility as the party to bring it 11 before the Commission, correct. 12 MR. DANNER: I just want to make sure 13 that you're fine with that. 14 MR. COLLINS: Yes. I appreciate that. 15 Thank you. 16 MR. DANNER: All right. Thank you. 17 Judge, I don't have any other questions. 18 JUDGE O'CONNELL: Okay. Thank you, Chair 19 Danner. 20 Okay. I would like to thank the 21 settlement panel, all the witnesses from the parties, 22 and Public Counsel's witness Dahl, thank you for your 23 testimony this morning. It is very appreciated. 24 At this point we're going to take a short 25 midmorning break, a short 10-minute midmorning break.</p>	<p style="text-align: right;">Page 81</p> <p>1 Okay. Let's have each of the witnesses 2 introduce themselves for the record, spelling their 3 last name, beginning with Avista. 4 MR. BONFIELD: Good morning. Shawn 5 Bonfield, for utilities. My last name is spelled 6 B-o-n-f-i-e-l-d. 7 JUDGE O'CONNELL: And for Inland Empire 8 Paper. 9 MR. RASLER: Kevin Rasler, R-a-s-l-e-r. 10 JUDGE O'CONNELL: Okay. Thank you. 11 I will turn it over now to the 12 Commissioners to ask questions regarding the special 13 contract. 14 MR. DANNER: All right. Thank you, Your 15 Honor. I guess I'll go first. 16 In your joint testimony -- good morning, 17 Mr. Rasler and Mr. Bonfield. In your joint testimony 18 you discuss the provision for Inland Empire Paper to 19 receive capacity payments during the post-commitment 20 period, and it was my understanding from the testimony 21 that this was a -- that this was going to be based on 22 the avoided cost of capacity that was in Avista's IRP. 23 Is that your understanding? 24 MR. BONFIELD: I will answer that 25 question. Good morning, Chair Danner.</p>

<p style="text-align: right;">Page 82</p> <p>1 The capacity payments for the 2 post-commitment period was really based off of the 3 need from our most recently filed integrated resource 4 plan. We have a capacity need that really begins in 5 2026, and we included in our preferred resource 6 strategy a commercial industrial demand response 7 program from a large customer, similar to IEP. So 8 that's why the capacity payment does begin in the 9 post-commitment period. 10 In terms of the value of that, we 11 assigned a value because the capacity value identified 12 in the IRP -- we included a value in the integrated 13 resource plan of \$50 per kilowatt year for 14 25 megawatts of demand response out -- beginning in 15 2027 in the IRP. 16 MR. DANNER: Okay. Thank you. 17 So this capacity value is going to stay 18 at this amount even if there are changes to the 19 avoided cost of capacity in future IRPs? Is that 20 my -- am I understanding that correctly? 21 MR. BONFIELD: You are understanding that 22 correctly. 23 MR. DANNER: So what's the benefit of 24 having a static capacity value for the term of the 25 contract, as opposed to having it change with the</p>	<p style="text-align: right;">Page 84</p> <p>1 opportunity to speak before you today. 2 With respect to the value of the demand 3 response, Shawn covered it pretty well. Part of what 4 Inland Empire Paper Company was interested in was, you 5 know, some assurity of what the value of this overall 6 contract program would be. In our business 7 environment, you know, having some confidence in 8 what -- you know, what the value for our demand 9 response services would be was a key element for us, 10 and that was the figure that both parties focused 11 around at the end of the negotiation, was the IRP 12 value. 13 MR. DANNER: But if that IRP value 14 changes, you're not -- or the avoiding costs go up or 15 down, you're not worried about overpaying or 16 underpaying? 17 MR. RASLER: You know, with any 18 agreement, you know, that's a potential risk, and if 19 it's -- you know, if it's -- if we end up being 20 undervalued, you know, based on what the market may be 21 in the future, that -- you know, that was a risk we 22 were willing to take for, you know, some price 23 assurity going forward. 24 So, you know, that was one of the -- you 25 know, one of the risk points that we found acceptable</p>
<p style="text-align: right;">Page 83</p> <p>1 changes in avoided costs that we might see from IRP to 2 IRP? 3 MR. BONFIELD: It was important for us to 4 set a price now for what we can rely on in the future. 5 And I will refer to Mr. Rasler momentarily and let him 6 speak to IEP's perspective on that. 7 But for Avista, we saw this contract, and 8 it's a 10-year term, and it has potential for renewal 9 terms in the future, and in order to rely on the 10 resource from a planning standpoint, we needed a firm 11 commitment for demand response program. And my 12 understanding, and Mr. Rasler can better speak to 13 this, is IEP also needed price certainty for what they 14 can count on in the future. 15 So in order for this to be an actual 16 resource from a planning perspective, it was important 17 to have that certainty in the static price set 18 throughout. It's allowed us to know what our 19 customers would pay in the future when that time 20 period comes, and then it provides that certainty to 21 IEP. 22 And I return to Mr. Rasler to add to that 23 if he has anything. 24 MR. RASLER: Thanks, Shawn, and good 25 morning, Commissioners, and thank you for the</p>	<p style="text-align: right;">Page 85</p> <p>1 for us. 2 MR. BONFIELD: And I'll add for Avista. 3 We make decisions based on information that we know 4 today. We don't know what will happen with prices in 5 the future, but what we know today is what our 6 integrated resource plan shows, and at the price that 7 we agreed to for the demand response program, it was 8 within a reasonable range. And you're right, prices 9 will go up or down in the future; it's bound to 10 happen. But we know that it is a fair price for the 11 demand response program that we will receive and our 12 customers will benefit from in the long term. 13 MR. DANNER: All right. Thank you. 14 And if this contract is approved and the 15 parties agree to continue the agreement after 10 16 years, is there anything that is going to push you to 17 review the value of the avoided costs there? Is there 18 anything that's going to open this up? 19 MR. BONFIELD: There is. And so the 20 price for the post-commitment period is really set for 21 that five-year term. If we move forward with a 22 renewal term, which are four years, we will reevaluate 23 both the economic bypass revenue requirement and the 24 value of demand response at that time, and so it's not 25 permanently set going forward, it's really set for</p>

Page 86

1 that first post-commitment period, with further
 2 evaluation prior to the end of that second five-year
 3 term of the contract.
 4 MR. DANNER: All right. Thank you very
 5 much.
 6 MR. BALASBAS: All right. Good morning,
 7 Mr. Bonfield and Mr. Rasler.
 8 I do have one question regarding, on the
 9 special contract, how will IEP's share the cost of
 10 decommissioning and remediation at Colstrip be
 11 collected?
 12 MR. BONFIELD: IEP, in the special
 13 contract -- it's important to recognize that it is
 14 tied to Schedule 25. IEP is a Schedule 25 customer
 15 today. Their rates for special contract will be based
 16 on Schedule 25. They'll continue to pay all of the
 17 tariff riders they are assigned or assessed today, and
 18 they will be responsible for paying any costs of
 19 tariff riders that are assessed in the future that are
 20 approved by the Commission.
 21 There may be a tariff rider related to
 22 remediation costs in the future or whatever form that
 23 may take. Whether it's through general rate case
 24 proceeding or the other mechanism, IEP will still
 25 continue to pay their share of the costs as they would

Page 87

1 if they were a Schedule 25 customer.
 2 MR. RASLER: And that was a key part of
 3 the framework for the contract, was that IEP would
 4 basically continue to be a mirror of Schedule 25, so
 5 that all of those sorts of, you know, items that come
 6 up, including energy efficiency riders and those types
 7 of things, we would continue to contribute to those
 8 and follow along with the rest of the overall rate
 9 class.
 10 MR. BALASBAS: All right. Thank you very
 11 much.
 12 MS. RENDAHL: I have a couple more
 13 questions related to the demand response capacity
 14 payment.
 15 And so during the post-commitment period,
 16 IEP under the settlement is going to receive -- and
 17 the special contract is -- will receive capacity
 18 payments, and this is from your testimony, SJB-KR-1CT,
 19 at Page 15, quote, "because Avista avoids the need to
 20 procure incremental capacity in the amount of the
 21 demand response IEP has committed to provide," and
 22 you've just said that this is related to the IRP
 23 provision of demand response for industrial commercial
 24 customers, correct, Mr. Bonfield?
 25 MR. BONFIELD: That's correct. Our

Page 88

1 preferred resource strategy in our most recently filed
 2 IRP on April 1st does include 25 megawatts of demand
 3 response beginning in 2027. We have been in
 4 discussions with IEP for a very long time related to a
 5 demand response program, and so special contract or
 6 not, we would have found ourselves at some point in
 7 the future likely having a demand response program for
 8 our large commercial industrial customers.
 9 The special contract now provides that
 10 today for the resource we can rely on from a capacity
 11 standpoint looking forward.
 12 MS. RENDAHL: So it's -- this provision
 13 of demand response in the special contract is the same
 14 length and certainty as the capacity resources you
 15 determined you needed in your 2021 IRP starting in
 16 2026?
 17 Or 2027.
 18 MR. BONFIELD: We weren't certain on what
 19 that problem would look like out that far in the
 20 future. We knew that we likely would have a demand
 21 response tariff or program at some point, and we have
 22 the need from other customers as well.
 23 Because of the length of the contract and
 24 the post-commitment period at five years, with
 25 potential four-year renewal terms, we can then rely on

Page 89

1 that as a resource going forward.
 2 Today we know that we will, if approved,
 3 be guaranteed to have demand response program for five
 4 years beginning November of 2026. Beyond that,
 5 because we, today, can't be for certain that the
 6 renewal terms may happen or not, what we do know is
 7 that we will have that resource for the full five
 8 years.
 9 MS. RENDAHL: Okay.
 10 And so --
 11 I'm sorry. Mr. Rasler, did you have
 12 anything you wanted to add?
 13 MR. RASLER: No. You know, I think Shawn
 14 summarized it pretty well.
 15 I think part of the focus on the contract
 16 length was this is an opportunity to establish this
 17 contract and the demand response program, and so
 18 that's why, you know, we've executed this now, and, as
 19 he said, something that's been in discussion between
 20 IEP and Avista for quite some time. You know, it
 21 comes up every year at least once and maybe a couple
 22 of times as to, you know, what the opportunities were,
 23 and this really gave us a chance to sit down and come
 24 up with what, you know, the contract offering today
 25 is.

<p style="text-align: right;">Page 90</p> <p>1 And in the one sense that it's -- Avista 2 still at this time has capacity to meet its peak 3 demand, the length of the contract runs beyond what 4 the IRP predicts is when they will require additional 5 demand and gives us some runway into that period, 6 then, with renewal opportunities, potentially make 7 adjustments to what the future brings. 8 MS. RENDAHL: Okay. Thank you. 9 So the special contract does provide for 10 a -- IEP can terminate the special contract without 11 cause with one year's notice and return to 12 Schedule 25, but if IEP terminates the special 13 contract with one-year notice, Avista is going to lose 14 this capacity provided by demand response. 15 The contract also provides for an early 16 termination fee. Would those costs that IEP would 17 have to pay for termination include the replacement of 18 the capacity or the incremental cost, or is that 19 calculation of those -- the termination fee and the 20 costs still subject to discussion? 21 MR. RASLER: From IEP's perspective, you 22 know, what those costs would be would be determined in 23 front of the UTC Commission, you know, if they were to 24 occur. 25 As far as, you know, the risk of IEP</p>	<p style="text-align: right;">Page 92</p> <p>1 customers, as opposed to future generation. 2 So I -- if I didn't make sense, please 3 ask me for clarification. 4 MS. RENDAHL: No, that made sense. Thank 5 you. 6 Mr. Bonfield, did you want to add 7 anything? 8 MR. BONFIELD: I'll just add that I think 9 you're reading that correctly. If we incur additional 10 costs as a consequence of that termination, and that 11 could be the replacement of the capacity we are 12 relying on, then we would likely seek payment for that 13 increased cost as a result of that termination. 14 MS. RENDAHL: Okay. 15 I guess just at the -- the last question 16 I'd have on this topic would be: So during the 17 precommitment period under the special contract, IEP 18 is paid the difference between the market price of 19 curtailed energy and the special contract rate for 20 curtailed energy when it is curtailed. Do I have that 21 correct? 22 MR. BONFIELD: That's correct. IEP would 23 receive 90 percent of the value of the delta between 24 those two figures that you just referenced, with 25 Avista and our customers receiving the other</p>
<p style="text-align: right;">Page 91</p> <p>1 terminating, you know, I believe that to be a very low 2 probability in the first place. The reason it's in 3 the contract is, you know, the paper world is a fairly 4 dynamic business, and to remain competitive in it, you 5 know, we've made, you know, numerous changes to our 6 product portfolio and how this mill operates over 7 years, and there is, you know, always uncertainty in 8 the future. 9 And, you know, I guess -- you know, 10 probably the greatest risk to IEP's participation in 11 this contract is the mechanism that provides the 12 demand response, and that is this thermomechanical 13 pulping equipment we have that what is what we take 14 offline to provide the -- you know, the power relief 15 under the contract. 16 And if for any reason our process 17 required us to put that process aside, it basically 18 would provide Avista with that capacity, because 19 that -- you know, that particular equipment line would 20 not be consuming electricity in the first place. 21 So under the guise of the program itself, 22 you know, you could make a semantical argument that, 23 you know, the demand program isn't in existence under 24 that scenario, but the power that is provided by the 25 demand response is available to Avista and its</p>	<p style="text-align: right;">Page 93</p> <p>1 10 percent. 2 MS. RENDAHL: Okay. 3 And so can you just describe why you 4 believe that that divvying up, in a sense, between the 5 customers and the benefit of the curtailment between 6 Avista ratepayers and IEP is in the public interest. 7 MR. BONFIELD: Sure. So from our 8 standpoint, during that period it's really a voluntary 9 program that IEP can commit to. It's not something 10 that they are required to meet a certain number of 11 events per year. It's a market-driven economic 12 decision that they have to make if they commit to or 13 not. 14 And so we recognize that because it's an 15 economic decision that does provide benefit to both 16 parties, that IEP should receive a substantial share 17 of that value. We reserved and agreed to Avista and 18 our customers receiving 10 percent because it provides 19 an incentive for us to call on IEP. There is, you 20 know, the labor side and the employee side to call on 21 IEP. It may not be substantial, but there is, you 22 know, an incentive for us to call on IEP when needed 23 when we see an opportunity present. 24 And I'll defer to Mr. Rasler to add on. 25 MR. RASLER: Yeah. And from IEP's side,</p>

Page 94	Page 96
<p>1 the payment structure in the precommitment period is 2 incentive, you know, for us to, you know, start 3 participating in this program right away. 4 It also -- you know, in the fact that, 5 you know, we're still working under the umbrella of 6 Avista's capacity -- you know, capabilities right now, 7 it gives us the opportunity to kind of, if you will, 8 get the kinks out of the process. 9 We had an opportunity Monday of last 10 week, during our wonderful heat wave, to test this 11 out. And a little bit of subtle irony. Avista and 12 IEP signed the contract before you Thursday morning, 13 and Thursday afternoon Avista's power group called and 14 said, "Hey, would you guys be interested in giving us 15 a hand?" 16 And we said, you know, "This is 17 fortuitous timing." You know, "We'd like to do that." 18 And so, as things worked out, we did shut 19 our TMP system down on Monday afternoon to provide 20 some capacity relief for Avista, and, interestingly 21 enough -- you know, you're always looking for bugs in 22 the system. So that machinery had a failed bearing 23 that developed at midnight on Saturday night, and it 24 took us 24 hours to repair the equipment, and we got 25 it up and running with just a few hours to replenish</p>	<p>1 then I'm going to ask that Avista witnesses 2 Rosentrater, La Bolle and DiLuciano turn on their 3 video when they can. 4 We will start with cross-examination of 5 the witnesses. 6 I see that Public Counsel has identified, 7 between the three witnesses, approximately an hour and 8 a half of cross, and we will see how much of that we 9 get through before we take our lunch break for the 10 day. 11 So, Mr. Meyer, if you would, please turn 12 on your video, as well as have your witnesses 13 Rosentrater, La Bolle and DiLuciano. 14 MR. MEYER: Thank you, Your Honor. 15 They're assembling as we speak. Lots of books and 16 papers being shuffled. 17 MS. SUETAKE: Your Honor, while we're 18 waiting for the witnesses to assemble, I had 19 structured my cross for witnesses DiLuciano and 20 La Bolle and then Rosentrater and La Bolle. Do I just 21 give my questions to all three, with the idea that 22 they might overlap? 23 JUDGE O'CONNELL: Do you expect there to 24 be overlap of your questions? 25 MS. SUETAKE: It's possible because of</p>
Page 95	Page 97
<p>1 our pulp inventory so we could keep the rest of the 2 mill going, but it was just a fantastic opportunity to 3 really get a realtime understanding of how we need to 4 be prepared to work out the fundamental challenges of 5 operating our business and being able to respond to 6 Avista, especially in the post-commitment period, when 7 it is a requirement and is going to be even more 8 import to Avista's overall customer base. 9 MS. RENDAHL: Thank you very much. I 10 appreciate both of your comments on these questions. 11 And I have no further questions on the special 12 contract. 13 JUDGE O'CONNELL: Chair Danner or 14 Commissioner Balasbas, do you have anything else you'd 15 like to ask. 16 MR. DANNER: No, I don't. Thank you. 17 MR. BALASBAS: I do not. 18 JUDGE O'CONNELL: Okay. 19 Well, then, I'd like to excuse 20 Mr. Bonfield and Mr. Rasler. Thank you for your 21 testimony. 22 MR. RASLER: Thank you for the 23 opportunity today. 24 JUDGE O'CONNELL: Thank you. 25 So go ahead and take a little breath, and</p>	<p>1 how some of the data requests were addressed, and the 2 distinction between their direct and rebuttal 3 testimony. 4 JUDGE O'CONNELL: I think it might be 5 valuable to have them all three appearing at the same 6 time, but I think that you should be allowed to ask 7 your questions either directing to Rosentrater and 8 La Bolle or La Bolle and DiLuciano as you need to. 9 And if there is some overlap where perhaps DiLuciano 10 can add something or Rosentrater can add something, I 11 hope it would be easier and more efficient if we could 12 just get that when you're asking for it, instead of 13 having to go back over it again. 14 MS. SUETAKE: That would be my 15 preference. I guess that's what I'm really looking 16 for, just to make this as easy as possible. 17 JUDGE O'CONNELL: Yes, let's do that. 18 MS. SUETAKE: Okay. 19 MR. MEYER: All right. The witnesses are 20 assembled and ready to be sworn. 21 JUDGE O'CONNELL: Okay. I see three 22 witnesses. Okay. 23 Rosentrater, La Bolle, DiLuciano, will 24 you please raise your right hand. 25 (Panel sworn)</p>

Page 98

1 JUDGE O'CONNELL: Okay. Thank you. You
 2 can put your hands down.
 3 Mr. Meyer, I'm going to turn it over to
 4 you to introduce your witnesses.
 5 MR. MEYER: Thank you, Your Honor.
 6 I'll start with you, Ms. Rosentrater.
 7 For the record, please state your name and your
 8 position with the company.
 9 MS. ROSENTRATER: Heather Rosentrater,
 10 senior vice president of energy delivery and shared
 11 services.
 12 MR. MEYER: Is that coming through
 13 faintly or is that loud enough for you?
 14 JUDGE O'CONNELL: I think we can hear
 15 Rosentrater just fine.
 16 The court reporter, are you okay.
 17 THE REPORTER: Your Honor, I'm not sure
 18 it came out quite clearly. If she can repeat that,
 19 that would be great.
 20 JUDGE O'CONNELL: Okay. Go ahead.
 21 MS. ROSENTRATER: Heather Rosentrater,
 22 senior vice president of energy delivery and shared
 23 services.
 24 MR. MEYER: Thank you.
 25 Mr. La Bolle.

Page 99

1 MR. LA BOLLE: Good morning. I'm Larry
 2 La Bolle, manager of electric service reliability,
 3 strategy and planning.
 4 MR. DILUCIANO: My name is Josh
 5 DiLuciano, and I'm the director of electrical
 6 engineering.
 7 MR. MEYER: And with that, their
 8 testimony by stipulation has been admitted, and they
 9 are ready for cross.
 10 JUDGE O'CONNELL: Okay. Thank you.
 11 Ms. Suetake, I invite you to turn on your
 12 video, and you may proceed.
 13 MS. SUETAKE: Thank you, and good
 14 morning.
 15 I have questions that I have planned for
 16 Mr. DiLuciano, Mr. La Bolle, and Ms. Rosentrater. I
 17 understand that there is some potential overlap
 18 between the three of you, so at any time if you need
 19 to stop between the witnesses, that is fine with me.
 20 I will ask the questions directed at particular
 21 witnesses but, again, step in if, you know, a
 22 particular witness is better suited to answer the
 23 question.
 24 ///
 25 ///

Page 100

1 CROSS-EXAMINATION
 2 BY MS. SUETAKE:
 3 **Q. I'll start with Ms. Rosentrater and**
 4 **Mr. La Bolle.**
 5 **Is it correct that you both sponsored**
 6 **rebuttal testimony on the cost effectiveness of**
 7 **Avista's standby system?**
 8 A. (BY MR. LA BOLLE): Yes, it is correct.
 9 A. (BY MS. ROSENTRATER): Yes.
 10 **Q. And do you have a copy of the**
 11 **cross-examination exhibits in front of you?**
 12 A. (BY MR. LA BOLLE): Yes.
 13 A. (BY MS. ROSENTRATER): Yes.
 14 **Q. Could you please turn to**
 15 **cross-examination Exhibit HR/LL-3X. It's Avista's**
 16 **response to Public Counsel's Data Request No. 320.**
 17 **And then do you have that in front of**
 18 **you?**
 19 A. (BY MS. ROSENTRATER): I do.
 20 **Q. Great.**
 21 **Are you both familiar with this data**
 22 **request and attachments?**
 23 A. (BY MR. LA BOLLE): Yes.
 24 A. (BY MS. ROSENTRATER): Yes.
 25 **Q. Would you agree that this data request**

Page 101

1 **asks for the data and calculations underlying the**
 2 **energy and cost savings from customer energy**
 3 **efficiency and behavior energy efficiency attributed**
 4 **to Avista's AMI system?**
 5 A. (BY MR. LA BOLLE): Yes.
 6 A. (BY MS. ROSENTRATER): Yes.
 7 **Q. Could you turn to your answer under**
 8 **Subpart (a) of customer energy efficiency.**
 9 A. (BY MR. LA BOLLE): Is that the screen
 10 image or still in the narrative?
 11 **Q. Still in the narrative. Thank you for**
 12 **the clarification.**
 13 **Is it correct that you used an energy**
 14 **cost of 8.5 cents per kilowatt hour to derive the**
 15 **benefit from customer energy efficiency?**
 16 A. (BY MR. LA BOLLE): It is -- yes, that is
 17 correct, it's that melded rate of 0.0849.
 18 **Q. Okay. Thank you.**
 19 **And the resulting benefit from the**
 20 **customer energy efficiency, is it correct that that's**
 21 **an annual financial savings to the customer in the**
 22 **form of lower bills?**
 23 A. (BY MR. LA BOLLE): Which number are you
 24 referring to? Is it the 3.475 million?
 25 **Q. I'm referring to what the total estimate**

Page 102

1 **of customer energy efficiency benefit equates to.**
 2 **Does it equate to annual financial savings for the**
 3 **customer?**
 4 A. (BY MR. LA BOLLE): That's not the annual
 5 financial -- or that is -- yeah, that is the
 6 initial --
 7 Let me take that back.
 8 That is the net present value of the
 9 life-cycle benefits achieved through AMI through
 10 customer energy efficiency. So that is the net
 11 present value of the life-cycle benefits. So over 15
 12 years.
 13 **Q. So when you figure out the net present**
 14 **value of that benefit, is that a net present value of**
 15 **the financial savings from customers?**
 16 A. (BY MR. LA BOLLE): Yes, that's correct.
 17 **Q. Okay. Thank you.**
 18 **And could you now please turn to the next**
 19 **paragraph below, the behavioral energy efficiency.**
 20 A. (BY MR. LA BOLLE): Okay.
 21 **Q. And then is it correct that you used an**
 22 **energy cost of 7.8 cents per kilowatt hour to**
 23 **calculate the benefit from behavioral energy**
 24 **efficiency?**
 25 A. (BY MR. LA BOLLE): That is correct.

Page 103

1 **Q. Okay.**
 2 **And, again, is the resulting net present**
 3 **value of the behavioral energy efficiency also a**
 4 **savings to the customer in the form of lower bills?**
 5 A. (BY MR. LA BOLLE): Yes. Yes, that's
 6 correct. It's at the bottom of Part 3 of that answer
 7 10.772 million.
 8 **Q. Okay. I see that. Thank you.**
 9 **Is the price per kilowatt hour to the**
 10 **customer the same as the avoided cost per kilowatt**
 11 **hour used in energy efficiency program benefit cost**
 12 **analysis or in the IRP?**
 13 A. (BY MR. LA BOLLE): I'm not sure how
 14 those would relate. We did not compare those two
 15 costs, but I would submit that it's a -- we would be
 16 open to having a discussion about what is the most
 17 appropriate cost to use going forward.
 18 **Q. Okay. Thank you.**
 19 **Now, could we turn to cross-examination**
 20 **Exhibit HR/LL-5X. That's the Avista 2021 integrated**
 21 **resource plan.**
 22 A. (BY MR. LA BOLLE): Okay.
 23 **Q. And are you familiar with this data**
 24 **request for this exhibit?**
 25 A. (BY MR. LA BOLLE): Yes.

Page 104

1 **Q. Would you agree that this is a**
 2 **presentation from Avista that it gave at a public**
 3 **meeting on its 2021 IRP?**
 4 A. (BY MR. LA BOLLE): It does appear to be
 5 so, yes.
 6 **Q. Could you please turn to Page 10 of this**
 7 **presentation.**
 8 A. (BY MS. ROSENTRATER): I'm there.
 9 A. (BY MR. LA BOLLE): Okay.
 10 **Q. This was a presentation to the public,**
 11 **and if you can look at the pie chart on the top left,**
 12 **that says "Electric" under "What is your energy rate?"**
 13 **Do you see that?**
 14 **Do you see the pie chart that I'm**
 15 **referring to?**
 16 A. (BY MR. LA BOLLE): Nina, could you give
 17 me the page number again? I'm sorry.
 18 **Q. No problem. That's Page 10.**
 19 A. (BY MR. LA BOLLE): Yeah. I was trying
 20 to see where it said "This is your energy" --
 21 **Q. Now, I understand that this is not an**
 22 **exhibit prepared by you, but as a general rule, when**
 23 **I'm looking at the energy rate, that price per**
 24 **kilowatt hour, would you agree that it is a**
 25 **combination of all of these pieces of this pie, so**

Page 105

1 **transmission, distribution, common and production?**
 2 A. (BY MR. LA BOLLE): Yes, that's correct.
 3 **Q. Okay.**
 4 **Do you know -- would you happen to know**
 5 **which of these components, if any, of the cost of**
 6 **energy are included in the energy efficiency avoided**
 7 **cost calculation?**
 8 A. (BY MR. LA BOLLE): I know that those
 9 are, but I know that there are several additional
 10 costs included in the avoided cost as well.
 11 **Q. Okay. That's fine.**
 12 **Let's move on to cross-examination**
 13 **Exhibit HR/LL-4X.**
 14 A. (BY MR. LA BOLLE): Okay.
 15 **Q. And this is the Avista response to Public**
 16 **Counsel Data Request No. 321, with attachment.**
 17 A. (BY MR. LA BOLLE): I'm sorry. Are you
 18 waiting for us to respond?
 19 A. (BY MS. ROSENTRATER): We're there.
 20 **Q. Sorry. I was just giving you a moment to**
 21 **find it.**
 22 A. (BY MR. LA BOLLE): Sorry about that.
 23 **Q. No problem. It's hard when we can't see**
 24 **each other.**
 25 **Are you familiar with this data request**

Page 106

1 **and attachment?**
2 A. (BY MS. ROSENTRATER): Yes.
3 A. (BY MR. LA BOLLE): Yes.
4 **Q. And would you agree that this data**
5 **request asks for the data and calculations underlying**
6 **the energy and cost savings from conservation voltage**
7 **reduction attributed to Avista's AMI system?**
8 THE REPORTER: I'm sorry, Counsel.
9 "Attributed to" --
10 MS. SUETAKE: Avista's AMI system.
11 Advance metering infrastructure system.
12 MR. LA BOLLE: Yes.
13 JUDGE O'CONNELL: Let me pause for just a
14 moment. I'm hearing a lot of background noise that
15 sounds like a semi-truck trailer. If you are on the
16 telephone, will you please mute. Thank you.
17 Ms. Suetake, please continue.
18 MR. LA BOLLE: Would you please restate
19 the question so we have it in mind?
20 MS. SUETAKE: Sorry. Yes, I can. One
21 second.
22 I believe that's the seaplane that was
23 taking off next to my apartment.
24 **Q. Would you agree that this data request**
25 **asks for the data and calculations underlying the**

Page 107

1 **energy and cost savings from the conservation voltage**
2 **reduction attributed to Avista's AMI system?**
3 A. (BY MR. LA BOLLE): That is correct.
4 **Q. Could you please turn to Page 3 of the**
5 **exhibit.**
6 A. (BY MR. LA BOLLE): I'm there.
7 **Q. In the top left corner, where it says**
8 **"Awarded Cost Calculation," there's an item labeled**
9 **"Energy Price." Do you see that?**
10 A. (BY MR. LA BOLLE): Labeled what?
11 **Q. "Energy Price."**
12 A. (BY MR. LA BOLLE): Okay. Yes. 44.63.
13 **Q. Yes.**
14 **Is it correct that \$44.63 for**
15 **megawatt-hour energy price was used to calculate the**
16 **conservation voltage reduction benefits from the AMI**
17 **system?**
18 A. (BY MR. LA BOLLE): That was one of the
19 component costs that was included in the avoided cost
20 calculation used for this benefit.
21 **Q. Could you explain what the other**
22 **component costs were?**
23 A. (BY MR. LA BOLLE): They are listed in --
24 almost in their entirety in the table down below, the
25 2014 through 2033 levelized costs, showing at the

Page 108

1 bottom \$67.92.
2 The difference is the distribution
3 premium charge that's added to that, I believe to
4 yield the \$68.05 avoided cost per megawatt hour that
5 was used in the calculations.
6 **Q. Thank you for that clarification.**
7 **Now I will turn to my questions prepared**
8 **for Mr. DiLuciano and Mr. La Bolle.**
9 A. (BY MR. LA BOLLE): Ms. Suetake, if you
10 don't mind just for a moment, I wanted to note that in
11 Avista's 2021 integrated resource plan, the avoided
12 cost of energy achieved through energy conservation
13 savings is \$105.83 per megawatt hour, so at some point
14 here we will be updating the financials for CVR
15 reflecting that 54 percent higher avoided cost than
16 the current benefits are based on. Thank you.
17 **Q. To follow up, that information is not**
18 **currently in the record; is that correct?**
19 A. (BY MR. LA BOLLE): I'm looking at --
20 Nina, I'm looking at my lawyer.
21 MR. MEYER: It is now.
22 MS. SUETAKE: I'd have to object to the
23 admission of that as record evidence in this
24 proceeding, given we have no actual testimony to that
25 effect except what the witness is stating right now.

Page 109

1 It's neither in Avista's original filing nor in any
2 current updates.
3 MR. MEYER: Your Honor, if that were the
4 test, nothing of substance could be said in response
5 to cross-examination unless it had been previously
6 said in the prefiled materials, and that's, of course,
7 an absurd result. That's the -- that's the risk,
8 that's the gamble you take if you ask for additional
9 information or if it's provided.
10 MS. SUETAKE: But is Avista's current
11 business case based upon that number?
12 MR. MEYER: No, Avista --
13 JUDGE O'CONNELL: Let's wait right there.
14 Let me stop you right there.
15 I want to make sure I understand what
16 number Mr. La Bolle just quoted for me. Is that a
17 number that you're saying Avista is going to update
18 the CVR to?
19 MR. LA BOLLE: Yes, that's correct. I'm
20 just noting that the \$68.05 cost has been out of date
21 for some time. We will be updating the AMI benefits
22 workbook and the overall project benefits based on the
23 most recent avoided cost calculation.
24 JUDGE O'CONNELL: Okay. So that it's
25 Avista's intent to update it, but it hasn't been

<p style="text-align: right;">Page 110</p> <p>1 updated yet, and it's not part of the rate request 2 that Avista has made in this case, correct? It's just 3 information you're offering that it will be updated in 4 the future? 5 MR. LA BOLLE: That is correct. 6 JUDGE O'CONNELL: Ms. Suetake, I want to 7 clarify. Do you still have an objection? 8 MS. SUETAKE: I guess I just have one 9 follow-up question. 10 JUDGE O'CONNELL: Okay. Go ahead. 11 But before we go on, Mr. La Bolle, you 12 can refer to the counselors asking you questions by 13 their last name or you can refer to them as the 14 counselor. 15 So go ahead. Ms. Suetake. 16 MR. LA BOLLE: Thank you. 17 Q. BY MS. SUETAKE: Mr. La Bolle, at what 18 point do you expect to update Avista's AMI business 19 case? 20 A. (BY MR. LA BOLLE): Sometime after this 21 proceeding is over. In particular, when we, you know, 22 begin doing some of the more formal reporting of the 23 measures that we're going to be reporting out on, and 24 energy efficiency savings is one of those. 25 Q. So that would be after this proceeding is</p>	<p style="text-align: right;">Page 112</p> <p>1 JUDGE O'CONNELL: Ms. Suetake, please 2 give the Commissioners and myself a moment a pull that 3 up. 4 MS. SUETAKE: No problem. 5 JUDGE O'CONNELL: Okay, I think that 6 we're all there. Thank you. 7 MS. SUETAKE: Okay. 8 Q. This is Avista's response to Public 9 Counsel Data Request 367. Are you familiar with this 10 data request? 11 A. (BY MR. LA BOLLE): Yes. 12 A. (BY MR. DILUCIANO): Yes. 13 Q. Under Subpart C for the questions, would 14 you agree that Public Counsel asked Avista to identify 15 any U.S. utility of which Avista is aware which uses 16 economic end-of-life age to determine that equipment 17 currently operating safely and reliable -- reliably 18 should be replaced? 19 Would you agree that that's what we asked 20 you? 21 A. (BY MR. DILUCIANO): That's -- 22 A. (BY MR. LA BOLLE): It says "or 23 documentation from any industry." Is that -- 24 Oh, C. Okay. Yes. 25 Q. And would you agree that your answer to C</p>
<p style="text-align: right;">Page 111</p> <p>1 over; am I correct? 2 A. (BY MR. LA BOLLE): That would be fine. 3 Q. Okay. Thank you. 4 I'd like to shift to my questions 5 prepared for Mr. DiLuciano and Mr. La Bolle. 6 JUDGE O'CONNELL: Please go ahead. 7 MS. SUETAKE: Thank you. 8 Q. Is it correct that you both sponsored 9 rebuttal testimony on capital investments made in 10 Avista's electric system? 11 A. (BY MR. DILUCIANO): Yes. 12 A. (BY MR. LA BOLLE): That's correct. 13 Q. And is it correct that as part of your 14 rebuttal testimony, you discussed Avista's life-cycle 15 cost analysis? 16 A. (BY MR. LA BOLLE): I couldn't hear that 17 very well. I'm sorry. 18 Q. Sure. I can repeat it. 19 Is it correct that as part of your 20 rebuttal testimony, you discussed Avista's life-cycle 21 cost analysis? 22 A. (BY MR. LA BOLLE): Oh. Sure. Yes. 23 A. (BY MR. DILUCIANO): Yes. 24 Q. Could you please turn to Exhibit JD/LL-3X. 25 A. (BY MR. LA BOLLE): I'm there.</p>	<p style="text-align: right;">Page 113</p> <p>1 points to the answer to A, which subsequently points 2 to the answer to B? 3 A. (BY MR. LA BOLLE): What I would say is 4 that answer C provides our example of the analysis 5 that we do that comports with the request in Part C, 6 and also points back to Part A. 7 Q. I am looking at Page 4 of the exhibit. 8 It says, "Answer C. Please see company's response to 9 Part A." 10 A. (BY MR. LA BOLLE): Right. 11 Q. And then Part A says, "Please see our 12 response to Part B." Am I correct? 13 A. (BY MR. LA BOLLE): Yeah. Yes, Part A 14 points to Part B. 15 Q. Okay. 16 And then in answer B, could you please 17 point out to where in the response Avista provides the 18 identity of a U.S. utility as requested in Question C. 19 A. (BY MR. LA BOLLE): We have not done that 20 in this -- in this particular answer, but we have in 21 several other data requests, which are not cross 22 exhibits. 23 Q. Does Avista know of any utilities using 24 an economic end-of-life to justify the replacement of 25 equipment known to be operating safely and reliably?</p>

Page 114

1 A. (BY MR. LA BOLLE): We know specifically
 2 that Portland General Electric uses the Availability
 3 Workbench applications like the company does, but we
 4 haven't made a survey of U.S. utilities to try to find
 5 out which are using these analyses and which are not.
 6 I would add, though, that utilities make
 7 economic end-of-life decisions every single day,
 8 whether you have Availability Workbench software or
 9 not.
 10 **Q. Thank you.**
 11 A. (BY MR. LA BOLLE): When you don't let a
 12 power transformer run to failure, you are --
 13 **Q. Sir, thank you.**
 14 A. (BY MR. LA BOLLE): -- making that
 15 decision.
 16 **Q. Sir, please limit --**
 17 **Or, Mr. Meyer, I would ask that you ask**
 18 **your witnesses to just simply answer the question.**
 19 **JUDGE O'CONNELL: Let me step in,**
 20 **Mr. Meyer, Ms. Suetake.**
 21 **Mr. La Bolle, you get to answer**
 22 **Ms. Suetake's questions fully to the best of your**
 23 **ability. However, please answer the question that she**
 24 **asks you. If it requires a yes-or-no answer, say yes**
 25 **or no, and then after providing that, you can explain.**

Page 115

1 **Ms. Suetake, we are familiar with the**
 2 **topic and your question, and if the answer goes beyond**
 3 **what is relevant to the question, we're going to know**
 4 **that. However, if it does continue, I will entertain**
 5 **an objection from you as to narrative and**
 6 **unresponsive.**
 7 **So with that, let's go forward with the**
 8 **next question.**
 9 MR. LA BOLLE: Your Honor, thank you.
 10 MS. SUETAKE: Thank you, Your Honor.
 11 **Q. Could you please turn to Exhibit JDLL4X.**
 12 A. (BY MR. LA BOLLE): Yes, I'm there.
 13 **Q. This is Avista's response to Public**
 14 **Counsel Data Request 341.**
 15 A. (BY MR. LA BOLLE): Yes.
 16 **Q. Are you familiar with this data request?**
 17 A. (BY MR. LA BOLLE): Yes, I am. Thank
 18 you.
 19 A. (BY MR. DILUCIANO): Yes.
 20 **Q. Now, do you see -- could you please turn**
 21 **to Page 2 of this exhibit.**
 22 A. (BY MR. LA BOLLE): Okay.
 23 **Q. Do you see that box at the top of Page 2,**
 24 **which states --**
 25 A. (BY MR. LA BOLLE): That's correct.

Page 116

1 **Q. Okay.**
 2 **Would you agree that the bullet points in**
 3 **this box describe three different ways that the**
 4 **Institute for Asset Management has stated that the end**
 5 **of life of an asset can be determined?**
 6 A. (BY MR. LA BOLLE): I would agree.
 7 **Q. Of these three ways in this box -- of the**
 8 **bullet points, which of the descriptions in the box**
 9 **most closely matches Avista's approach to replacing**
 10 **equipment?**
 11 A. (BY MR. LA BOLLE): I'm sorry. Most
 12 closely matches Avista's what?
 13 **Q. Approach to asset management.**
 14 A. (BY MR. LA BOLLE): Well, we practice all
 15 three forms of replacement, except -- I'm sorry -- the
 16 first two forms of replacement, not the bottom one.
 17 We do not apply the bottom one.
 18 But the form of replacement or the means
 19 of the life-cycle cost analysis that has been used in
 20 this case is the middle bullet, the economic end of
 21 life.
 22 **Q. Thank you.**
 23 **Can we now turn to Public Counsel's Cross**
 24 **Exhibit JDLL6X.**
 25 A. (BY MR. LA BOLLE): Okay, I'm there.

Page 117

1 **Q. This is Avista's response to Public**
 2 **Counsel Data Request 361.**
 3 **Now, are you familiar with this data**
 4 **request?**
 5 A. (BY MR. LA BOLLE): Yes.
 6 **Q. Now, in this data request Public Counsel**
 7 **asked Avista about the terms failure in service and**
 8 **functional failure use of classified types of**
 9 **equipment failures. Can you please explain what**
 10 **Avista means by functional failure as it relates to**
 11 **its equipment?**
 12 A. (BY MR. LA BOLLE): Functional failure of
 13 equipment means that there are identifying
 14 characteristics determined through inspection that
 15 tell us, through the analysis that we've performed in
 16 the company, that that piece of equipment no longer
 17 meets the service standards that we require of
 18 equipment in service because it's at end of life and
 19 is much more likely to fail in service.
 20 So functional failure is like a set of
 21 tires worn down to the wear bar. You know that it's
 22 time to replace those because there's much greater
 23 likelihood of failure. That's an example.
 24 In our Public Counsel meeting, online
 25 meeting, that we had on June 7th, we also talked about

<p style="text-align: right;">Page 118</p> <p>1 the example of a wood pole that has been drilled and 2 tested by inspection and found to lack the strength 3 required to remain in service. Even though it's still 4 standing up and for the moment is still holding the 5 wire, we all agreed that that is a functional failure 6 because it no longer has the strength to withstand the 7 service requirements. 8 Q. Okay. Thank you. 9 If you could please turn to that list in 10 the questions, so Item B, where it says, "Equipment 11 was damaged by lightning, weather, animal or third 12 party." Do you see that? 13 A. (BY MR. LA BOLLE): I do. 14 Q. Is it correct that Avista classified 15 these reasons for failure as, quote, "failed in 16 service"? 17 A. (BY MR. LA BOLLE): Right, equipment that 18 is removed from service because it has been damaged is 19 a failure in service, because it -- because it 20 represents a failure when it was in service at that 21 particular location, that particular circumstance. 22 Q. Okay. 23 Can you tell me whether or not equipment 24 that is classified -- that have failed due to 25 lightning, weather, animal or third-party reasons are</p>	<p style="text-align: right;">Page 120</p> <p>1 not just out of respect for each other but also 2 because the court reporter is only able to record one 3 person talking at a time. 4 So Ms. Suetake is going to ask a 5 question, and when she's done asking the question, 6 Mr. La Bolle, you can respond, and, Ms. Suetake, when 7 he's done, you can ask the next one. 8 Let's go back to Ms. Suetake, your most 9 recent question. 10 MS. SUETAKE: Yes. 11 Q. To clarify, when outages such as damages, 12 lightning -- damaged by lightning or weather -- when 13 those are added to the equipment failure rates, do the 14 failure rates go up or do they go down? Meaning is 15 there a higher failure rate once you add these into 16 the total failure rate? 17 A. (BY MR. LA BOLLE): I'm sorry but the 18 question doesn't make sense to me. 19 What we're trying to do with the failure 20 data is accurately describe the failure 21 characteristics of assets in service in our system, 22 and since those assets -- 23 Q. Sorry. I can't see when you're speaking. 24 It doesn't always show up on Teams. I apologize. 25 A. (BY MR. LA BOLLE): Oh.</p>
<p style="text-align: right;">Page 119</p> <p>1 included in equipment failure rates? 2 A. (BY MR. LA BOLLE): Yes, they are. 3 They're included in failure analysis. 4 Q. Okay. 5 By including outages caused by equipment 6 failure rates, what happens to those equipment failure 7 rates? 8 Sorry. Let me rephrase that. 9 By including outages caused by lightning, 10 weather, animal or third-party reasons in your failure 11 rates, what happens to those equipment failure rates? 12 As compared to if you did not include lightning, 13 weather, animal or third-party. 14 A. (BY MR. LA BOLLE): Well, what happens 15 when we include those in our failure rates is that the 16 failure data then accurately depicts how equipment 17 lasts in our system. 18 Q. Does it make the failure rates -- does it 19 make -- 20 Sorry. Did you want to continue? 21 A. (BY MR. LA BOLLE): Sorry. No. 22 JUDGE O'CONNELL: This is Judge 23 O'Connell. It is difficult. We have three witnesses 24 on at a time. It is cross-examination. We all need 25 to be mindful that we don't speak over one another,</p>	<p style="text-align: right;">Page 121</p> <p>1 Q. Yeah. 2 MR. MEYER: Just so -- this is David 3 Meyer. I think she's just asking directionally, is it 4 up or down. 5 MS. SUETAKE: Yes. 6 MR. MEYER: That's all. 7 A. (BY MR. DILUCIANO): I'll answer that 8 one. 9 A. (BY MR. LA BOLLE): Well, the earlier 10 things fail, the lower the average age would be. Is 11 that what you mean? 12 Q. BY MS. SUETAKE: Yes. 13 A. (BY MR. DILUCIANO): I would say that 14 because the denominators stay the same, same over 15 assets, flat, but now we're including more asset 16 failures, the number would probably -- a rate would go 17 down, so we would show the assets could fail sooner by 18 including the full picture of what's going on in the 19 system. 20 Q. So the end-of-life age of that asset. 21 A. (BY MR. DILUCIANO): Yes. 22 Q. Okay. Thank you for that clarification. 23 I apologize if the question wasn't clear. 24 And then can we next turn to 25 Exhibit JDLL8X.</p>

Page 122

1 A. (BY MR. LA BOLLE): Okay.
 2 **Q. Are you familiar with this exhibit?**
 3 A. (No audible response.)
 4 **Q. In this data request Public Counsel**
 5 **prefaced the question stating, "Avista considers**
 6 **substation equipment to be overloaded and in need of a**
 7 **capacity upgrade once actual loads reach 80% of rating**
 8 **capacity."**
 9 **Do you see that?**
 10 A. (BY MR. LA BOLLE): Yes.
 11 **Q. Is it correct that Portland General**
 12 **Electric is the only utility of which Avista is aware**
 13 **which practices the 80 percent loading standard?**
 14 A. (BY MR. LA BOLLE): That is accurate, to
 15 my understanding.
 16 **Q. Okay.**
 17 **And is it correct that Portland General**
 18 **Electric applies this standard to a single equipment**
 19 **type, which it says power transformers?**
 20 A. (BY MR. DILUCIANO): Yes, based on what
 21 we have stated there.
 22 **Q. Okay. Thank you.**
 23 **And then finally, can we turn to**
 24 **cross-examination Exhibit JDLL9X.**
 25 **Not finally. I have more after this.**

Page 123

1 **Sorry to get your hopes up.**
 2 **This is Avista's response to Public**
 3 **Counsel Data Request 364.**
 4 **Do you have this data request in front of**
 5 **you?**
 6 A. (BY MR. DILUCIANO): Yes.
 7 **Q. At the -- in this question Public Counsel**
 8 **quotes Avista's rebuttal testimony, which states,**
 9 **"Some of our substations are on radial transmission,**
 10 **and in addition there are no interconnected adjacent**
 11 **substations that can pick up the customers in the**
 12 **event of an outage."**
 13 **Do you see that?**
 14 A. (BY MR. DILUCIANO): Could you repeat
 15 where that's at again?
 16 **Q. Sure. I can point to you in your actual**
 17 **testimony, if you would prefer. I was trying to go a**
 18 **bit quicker but --**
 19 A. (BY MR. DILUCIANO): Just at the top,
 20 right? So it's not --
 21 **Q. Yes.**
 22 **And we were quoting your testimony -- in**
 23 **an effort to move faster, I was trying to just point**
 24 **to the data request rather than trudge through your**
 25 **rebuttal testimony.**

Page 124

1 **Would you agree that that's a quote from**
 2 **your testimony?**
 3 A. (BY MR. DILUCIANO): Yes.
 4 **Q. Is it -- is my understanding correct,**
 5 **then, that Avista applies the 80 percent loading**
 6 **standard to its substations because there are**
 7 **customers that are not fully backed up by a**
 8 **neighboring substation?**
 9 A. (BY MR. DILUCIANO): No. Avista uses the
 10 80 percent loading factor as one of the many
 11 considerations when we're evaluating substation
 12 capacity. So our radial substation, we could be
 13 looking at 80 percent capacity and have other
 14 considerations, commercial load growth, other changes
 15 in the environment that we'd have to consider. So
 16 80 percent is one of our indicators to start
 17 evaluating if it needs replacement, whether it's
 18 radial or in an urban or suburban environment.
 19 **Q. And then how does the factor of whether**
 20 **or not it has an adjacent substation play into that?**
 21 A. (BY MR. DILUCIANO): So if it had an
 22 adjacent substation to it and we had load growth, we
 23 would evaluate can we serve customers in a way that --
 24 from adjacent loads or not. So the adjacency helps us
 25 determine how much capacity we need in a region, and

Page 125

1 if there's adjacent forces, we can do something
 2 different sometimes.
 3 **Q. Okay.**
 4 **In response to this data request, you**
 5 **provided a spreadsheet for each substation; is that**
 6 **correct?**
 7 A. (BY MR. DILUCIANO): That's correct.
 8 **Q. If you can turn to Page 4 of this**
 9 **exhibit.**
 10 A. (BY MR. DILUCIANO): Okay.
 11 **Q. Which of the columns would indicate which**
 12 **substations are interconnected to an adjacent**
 13 **substation? Is that the one that's labeled**
 14 **"Substation Ties"?**
 15 A. (BY MR. DILUCIANO): That's correct.
 16 MS. RENDAHL: Ms. Suetake and Judge
 17 O'Connell, are we looking at JPLLL9X?
 18 MS. SUETAKE: Correct.
 19 MS. RENDAHL: Mine has three pages. It
 20 says "3 of 3."
 21 MS. SUETAKE: Do you --
 22 JUDGE O'CONNELL: Commissioner, my
 23 exhibit is five pages.
 24 In the very first page of the exhibit
 25 you're seeing, Commissioner, does it indicate what

<p style="text-align: right;">Page 126</p> <p>1 request number you're looking at? 2 MS. RENDAHL: It says "Public Counsel 3 354." 4 I'll look on the online version. So 5 thank you. 6 MS. SUETAKE: I apologize if there's any 7 confusion. 8 JUDGE O'CONNELL: Let's wait a moment, 9 Ms. Suetake. I want to make sure that we can all see 10 this table that you're asking about. 11 Commissioner, there is, in the exhibit 12 list, a way for you to connect to the 9X. 13 MS. RENDAHL: Thank you for your 14 patience. I'm there. 15 JUDGE O'CONNELL: Please go ahead, 16 Ms. Suetake. 17 MS. SUETAKE: Thank you. 18 Q. Looking at the table starting on Page 4 19 of this exhibit, could you indicate which column 20 indicates which substations are interconnected to an 21 adjacent substation. Is that the column labeled 22 "Substation Ties"? 23 A. (BY MR. LA BOLLE): Correct. 24 Q. And is it correct that if a particular 25 substation is not interconnected to any adjacent</p>	<p style="text-align: right;">Page 128</p> <p>1 Your Honor, with that, that is all my 2 questions for this panel. 3 JUDGE O'CONNELL: Okay. Thank you. 4 Mr. Meyer, I'd like to turn back to you 5 for redirect, if you would like. 6 MR. MEYER: Yes, I would. I just have 7 just a few areas to touch on. 8 I'll put my screen on, if that's all 9 right. I'm not blocking anyone else, am I? 10 JUDGE O'CONNELL: No. Thank you for 11 turning it on. 12 13 REDIRECT EXAMINATION 14 BY MR. MEYER: 15 Q. So there was some discussion of the 16 80 percent loading factor, the use of that, and I 17 believe that you mentioned that Portland General was 18 an example of a sister utility that used it; is that 19 correct, Mr. La Bolle? 20 A. (BY MR. LA BOLLE): That is correct. 21 Q. But did the company otherwise survey the 22 industry at large to determine if others use that? 23 A. (BY MR. LA BOLLE): No, we have not. We 24 have not. 25 Q. All right.</p>
<p style="text-align: right;">Page 127</p> <p>1 substation, this column says "None"? 2 A. (BY MR. DILUCIANO): That is correct. 3 Q. And is it correct that the last column 4 lists the customer accounts on each of these 5 substations? 6 A. (BY MR. DILUCIANO): That's correct. 7 Q. Okay. Thank you. 8 And last but not least, if we could turn 9 to Exhibit JDLL10X. 10 A. (BY MR. LA BOLLE): I'm there. 11 Q. Are you familiar with this exhibit? 12 A. (BY MR. DILUCIANO): Yes. 13 Q. Now, is it correct that in this 14 exhibit -- or in this data request Public Counsel 15 asked Avista to identify any U.S. utility of which 16 Avista is aware which reviewed every heater once every 17 60 years for equipment replacement at installation 18 opportunities? 19 A. (BY MR. LA BOLLE): Yes, that's correct. 20 Q. Could you point to where in this response 21 Avista made this identification. 22 A. (BY MR. LA BOLLE): Avista did not 23 identify any because we're not aware of any that uses 24 that 60-year cycle interval. 25 Q. Okay. Thank you.</p>	<p style="text-align: right;">Page 129</p> <p>1 And similarly with respect to this 2 60-year cycle on wood poles -- you were just asked 3 about that. Has the company surveyed the industry at 4 large to determine whether other utilities use the 5 same cycle? 6 A. (BY MR. LA BOLLE): No, we have not. 7 Q. Okay. 8 And the use of this 80 percent loading 9 factor, did that come into play during the recent 10 spell of hot weather? 11 A. (BY MR. LA BOLLE): I believe 12 Ms. Rosentrater would be best able to respond to that. 13 Thank you. 14 Q. So the more precise question is: How 15 does that relate, then, to redundancy of substations? 16 A. (BY MS. ROSENTRATER): So the most recent 17 events that we had last week tested our system, as 18 everyone is familiar with at this point, and, as has 19 been stated, we do, especially for our circuits that 20 are in our urban/suburban areas that have those 21 adjacent circuits to be able to transfer load to -- 22 during outages, we have a feeder philosophy of 23 actually 66 percent and a transformer substation 24 philosophy of 80 percent to allow that capacity when 25 you have outages on adjacent feeders or substations to</p>

Page 130

1 be able to pick up that load by switching.
 2 And during our most recent heat event
 3 last week, all of that additional capacity that was
 4 built in through that design was quickly and
 5 unexpectedly used up based on the extreme
 6 temperatures, and really three transformers had a
 7 alarm because they were at their capacity, without
 8 having -- switching from adjacent feeders. So just
 9 alone with the load that they had, they were being
 10 loaded above their capacity.
 11 **Q. So is that an example of the company not**
 12 **having sufficient redundancy to avoid, in those**
 13 **circumstances, an outage?**
 14 A. (BY MS. ROSENTRATER): Unfortunately,
 15 that's what we saw in the situations last week.
 16 **Q. All right.**
 17 **Now, I'd like to, Mr. La Bolle, turn back**
 18 **to the questioning on Exhibit -- Cross Exhibit JDLL9X,**
 19 **and refer to the bottom of Page 2 of that, please.**
 20 A. (BY MR. LA BOLLE): Yes. I'm there.
 21 **Q. Are you there?**
 22 A. (BY MR. LA BOLLE): Yes.
 23 **Q. So in that exhibit there is a -- a table**
 24 **of sorts at the very bottom indicating that**
 25 **percentage-wise there are various levels of**

Page 131

1 **interconnection between substations, correct?**
 2 A. (BY MR. LA BOLLE): That is correct on
 3 our system.
 4 **Q. And does that show that there are only**
 5 **55 percent of substations that are fully**
 6 **interconnected?**
 7 A. (BY MR. LA BOLLE): That is correct.
 8 MR. MEYER: All right. That's all I
 9 have. Thank you.
 10 JUDGE O'CONNELL: Ms. Suetake, I don't
 11 expect that the redirect would have raised any further
 12 cross, but I'd like to ask if there is a follow-up
 13 within that narrow scope of what Mr. Meyer asked.
 14 MS. SUETAKE: No, Your Honor.
 15 JUDGE O'CONNELL: Okay. Thank you.
 16 We do have bench questions from the
 17 Commissioners for these three witnesses. I believe
 18 that we can have -- go ahead and have those questions
 19 now, and when we conclude with the bench questions we
 20 can break for lunch.
 21 So I guess at this point I'm going to
 22 turn it over to the Commissioners to ask Rosentrater,
 23 La Bolle and DiLuciano questions. If you would like
 24 to go ahead, Commissioners.
 25 MR. BALASBAS: Thank you, Your Honor.

Page 132

1 I'd like to start with some questions for
 2 Ms. Rosentrater, but, Ms. Rosentrater, if you'd like
 3 to defer to Mr. DiLuciano or Mr. La Bolle, please feel
 4 free as I go through these.
 5 So following up on the recent heat event,
 6 Avista reported that several of these transformers and
 7 feeder lines were proactively shut down and that led
 8 to the rolling outages for some customers, and some of
 9 these customers were impacted by multiple outages in a
 10 day, as I understand. So for those transformers and
 11 feeder lines that were mostly impacted and were shut
 12 down, has the company previously experienced issues
 13 during high load or extreme temperature events with
 14 those particular transformers and feeder lines?
 15 MS. ROSENTRATER: Those are exactly the
 16 questions we've been following up on, and I have
 17 actually a list in front of me from the previous three
 18 years, including 2018, 2019, 2020, and then this peak
 19 and what each of those transformers, and we -- so we
 20 had -- we had four transformers that we had these --
 21 what we called protected outages on them, and one of
 22 those transformers, on Tuesday we found out that it
 23 was a CT or current transformer setting error that
 24 caused the issue, so we were able to fix that in real
 25 time and had no longer issues on that transformer. So

Page 133

1 it left us with three transformers that truly were
 2 hitting their capacity.
 3 And then we had two feeders that were
 4 specifically constrained due to the temperature, and
 5 so we created a list of those -- the 2018, 2019 and
 6 2020, and including this last week's peak event, and
 7 what the percent loading was during the peak of each
 8 of those years.
 9 And I can also share that we -- as we've
 10 shared, we did experience a new historic system peak
 11 this last week, and our previous historic system peak
 12 was in 2018, in August, with a temperature of 105, so
 13 a somewhat similar temperature.
 14 We measure our temperature based on one
 15 of our substations that's called Beacon. The
 16 experience last week was 106 degrees at Beacon on
 17 Monday, 108 degrees at Beacon on Tuesday, and
 18 106 degrees at Beacon on Wednesday. So what was
 19 actually seen from a temperature perspective was
 20 higher, but not extremely higher than what we
 21 experienced in 2018 from a temperature perspective.
 22 And the peak loading that we actually saw
 23 for those devices was some in the 66 percent loaded --
 24 that was our Northeast transformer, one of the three
 25 transformers. The second transformer was a sunset

Page 134

1 transformer; the previous peak in 2018 was 77.5
 2 percent loaded. And the Waikiki transformer in 2018
 3 during that peak was 86 percent loaded.
 4 And for the -- other than sunset -- it
 5 saw an 83 percent peak loading last year. Those were
 6 the -- sorry. The Northeast saw a 78.5 peak loading
 7 last year as well.
 8 So for those transformers, what we saw
 9 this peak event last week were all 90 to 95 to
 10 99 percent, so a significant jump in capacity compared
 11 to what we've ever seen historically even with similar
 12 temperatures.
 13 The feeders, it was a 10th and Stewart
 14 feeder that's down in Lewiston and a Francis and Cedar
 15 feeder. Those are the two feeders that experienced
 16 issues.
 17 And during that 2018 peak 10th and
 18 Stewart saw 78 percent loading compared to its
 19 capacity, and Francis and Cedar saw 79 percent loading
 20 compared to its capacity. Again, that was our peak in
 21 2018.
 22 In 2020 we saw 85 percent at 10th and
 23 Stewart and 80 percent at Francis and Cedar. And I
 24 think some of that information is reflective of the
 25 change in usage, the profile change of our feeders

Page 135

1 based on COVID and the impact of customers working
 2 from home.
 3 We historically see our peaks pre-COVID
 4 on -- during the week on our more commercial business
 5 feeders; however, what we saw this last week was
 6 primarily in our residential neighborhoods. And as I
 7 shared, we saw unforeseen jumps in those -- the result
 8 of that peak loading on each of those transformers and
 9 feeders. We were --
 10 I'll end there for your question. Thank
 11 you.
 12 MR. BALASBAS: All right. Thank you,
 13 Ms. Rosentrater.
 14 I guess I'd like to follow up on that --
 15 and thank you for sharing that information there. I'd
 16 like to follow up and ask, so specifically for those
 17 transformers and the feeder lines that you were just
 18 discussing, what is Avista's plan to mitigate future
 19 outages during high load or extreme temperature
 20 events?
 21 MS. ROSENTRATER: Yes, thank you for that
 22 question as well.
 23 We had a specific meeting yesterday with
 24 my director team of engineering and operations and
 25 system operations to have that very discussion and

Page 136

1 have it high urgency with next steps. We discussed
 2 near-term steps that we needed to take to prepare if
 3 this were to happen in two weeks from now, how would
 4 we be prepared from an operational perspective, what
 5 additional tools do we have to support those areas
 6 from additional switching to potential -- well, I'll
 7 talk about some of the others, so switching being one
 8 of the big ones, switching to continue to analyze
 9 the -- what we learned from this last week, the AMI
 10 data has helped us significantly, even during the
 11 event last week, to minimize the number of customers
 12 that we saw out each day.
 13 Like I said, all three days had very
 14 similar temperatures, and we were able to reduce each
 15 day the number of outages to Wednesday, when we still
 16 had 106 degrees, to zero customers that saw outages in
 17 Washington, those protective outages.
 18 So we had a meeting yesterday that talked
 19 about, again, these near-term actions that we need to
 20 take, midterm actions that we need to take, so for
 21 next summer, how can we be better prepared for things
 22 like -- we have some large batteries on order for
 23 other projects that could be redirected to these
 24 projects -- to these areas, if necessary, as well as
 25 we have a mobile substation that can be utilized as

Page 137

1 well, and we did utilize it during the events last
 2 week to support our sunset transformer.
 3 And then we also discussed the
 4 longer-term options beyond the summer of 2022, and by
 5 experiencing the temperatures that we saw and the load
 6 growth that we saw last week, that will likely pull
 7 forward many of the projects that we already had in
 8 our five-year capital budget to -- to focus on these
 9 areas that we saw had challenges last week.
 10 So we have significant -- from an
 11 operational and engineering and project perspective,
 12 significant work going on. We also have work going on
 13 related to heat events.
 14 We've never experienced outages due to a
 15 heat event before related to protective outages. Yes,
 16 we've had some equipment fail, such as fuses that melt
 17 in the heat, but never had protective outages such as
 18 these, and so we were caught flatfooted in terms of
 19 being prepared from a customer perspective. But we
 20 learned quickly, we put a process together by Tuesday
 21 to do our best to proactively communicate to
 22 customers, and those are the kinds of things we would
 23 put into what we're calling a heat event plan, and we
 24 would have, again, operational customer and
 25 communications components of that plan, with the goal

<p style="text-align: right;">Page 138</p> <p>1 to have a draft of that plan by the end of next week 2 for us to be able to utilize if we were to see this 3 kind of situation in our forecast. 4 We also -- the third component of what we 5 discussed yesterday was a reevaluation of our planning 6 criteria. Historically we've utilized our peak loads 7 and our peak temperatures from history, to then apply 8 growth from knowledge about customer growth and 9 commercial growth in different areas, to be able to 10 forecast and apply what new capacity may be needed in 11 areas. We are recognizing that we need to look at all 12 of our planning criteria assumptions. 13 We have temperatures that we use for our 14 summer peaks in terms of ambient temperature 15 assumptions of 104 degrees. We believe that those 16 likely need to be increased. That was one of the 17 challenges we experienced again last week, was the 18 unexpected load, specifically on certain feeders, as 19 well as when you go above that 104 degrees, you are 20 reducing your capacity of equipment with every degree 21 above that. 22 And so we saw a significant increase in 23 load; at the same time we were experiencing a 24 reduction in the capacity of our equipment, which 25 compounded to create the issue that we saw.</p>	<p style="text-align: right;">Page 140</p> <p>1 you. 2 And let me turn to the court reporter. 3 Did you also lose audio? 4 THE REPORTER: Yes. 5 JUDGE O'CONNELL: Okay. Let me ask, 6 Ms. Rosentrater, that you restart your answer. Thank 7 you. 8 No, we cannot hear you. 9 That sounds like it's working. 10 MR. MEYER: This is David Meyer. Can 11 anyone hear me? 12 JUDGE O'CONNELL: Yes, we can hear you. 13 MS. ROSENTRATER: Okay. 14 MR. MEYER: The least important person. 15 Now let's try the most important person. 16 JUDGE O'CONNELL: We can hear -- we can 17 hear you now, Ms. Rosentrater. 18 MS. ROSENTRATER: You can hear me now? 19 JUDGE O'CONNELL: Yes. Thank you. 20 MS. ROSENTRATER: Okay. Thank you. 21 So to answer your question, Commissioner, 22 thank you. I've been -- we've been categorizing 23 our -- how we respond in these situations, and it 24 overlaps with all of our other work in terms of 25 near-term planning and long-term planning, and the</p>
<p style="text-align: right;">Page 139</p> <p>1 So, again, that third component of the 2 planning to reduce this chance in the future is around 3 reviewing all of our planning assumptions, and that 4 will be a longer process to review those assumptions, 5 and then once those are agreed upon, to apply those to 6 our system, which will also take some time to 7 determine what other constraints do we see when we 8 apply those updated planning criteria to the system. 9 MR. BALASBAS: Okay. Thank you for that. 10 So you touched on this a little bit, so 11 my last question here -- then I will turn to my 12 colleagues to see if they have additional questions, 13 but my last question here is: If you're going to 14 create what you refer to as a heat event plan, how is 15 that connected with the rest of the plans and how does 16 that all fit within the grid modernization piece that 17 is in this case and that we're considering here? How 18 does this all tie together with the other 19 prioritization and investments that the company makes? 20 MS. ROSENTRATER: Right. I've been 21 categorizing it into two categories: the near-term -- 22 (Audio lost.) 23 JUDGE O'CONNELL: Let me pause for 24 everyone. 25 Ms. Rosentrater, I lost my audio from</p>	<p style="text-align: right;">Page 141</p> <p>1 heat event plan would be near-term planning, where we 2 have different tools -- limited -- more limited tools 3 in terms of being able to mitigate any constraints 4 that we might be seeing, and it's much more focused on 5 community and customer communications as a key 6 component and focus of those kinds of plans for 7 near-term planning. 8 I would say that the grid modernization 9 and the other programs that have been discussed would 10 be in the category of being impacted by the long-term 11 planning, and the updated planning assumptions -- 12 planning criteria assumptions would be what could 13 potentially impact and modify, and I would say likely 14 pull forward, potentially, some of these projects that 15 have been identified in our broader capital 16 transmission and distribution work. 17 Josh would like to add something. 18 MR. DILUCIANO: Yeah. So I -- just real 19 quickly, so I think about it the same way as Heather's 20 perspective. The playbook or the plan that Heather is 21 talking about, a lot of that is a tactic, so 22 unfortunately if we do get in that situation, before 23 we can mitigate system issues, best to have a strong 24 response and we can handle it -- deal with it quickly 25 and minimize impact to customers and communicate.</p>

Page 142	Page 144
<p>1 And then we have a lot of the work we 2 have to do between now and then. There will hopefully 3 never be an event where the temperatures get to the 4 extent we can't serve those loads. 5 And in this rate case things like grid 6 modernization and substation rebuild are examples of 7 projects that have directly reduced risk on most of 8 our systems for our customers. 9 So those projects that we have in the 10 rate case are examples of work we've done historically 11 that keep us meeting our planning criteria when we 12 have known events. 13 MR. BALASBAS: Thank you. That's all I 14 have, and I will turn to my colleagues if they have 15 other questions. 16 MS. RENDAHL: Counsel, I guess -- 17 Ms. Rosentrater, thank you. That was 18 very helpful information. 19 I wonder if I can ask a bench request to 20 have you submit that information you were referring to 21 in terms of the loading of the different years, of 22 2018 and 2020 and 2021. 23 Now, is that -- so that would be that 24 bench request, but just -- is it just for those 25 circuits and feeders that were affected, the</p>	<p>1 reasonable? 2 MS. ROSENTRATER: Yes, that works for us. 3 JUDGE O'CONNELL: Okay. I will set that 4 date as July 14th. 5 MS. RENDAHL: Okay. Great. 6 So just to follow up a bit, 7 Ms. Rosentrater, on Commissioner Balasbas's questions. 8 Your initial testimony references and includes as 9 exhibits the company's electric distribution 10 infrastructure plan in HLR-2, the electric 11 transmission infrastructure plan in HLR-6, and the 12 electric substation infrastructure plan in HLR-7, 13 correct? 14 MS. ROSENTRATER: Yes, I believe so. 15 Yes. 16 MS. RENDAHL: Okay. 17 And so were the feeders -- I think you 18 were just talking about this, but were the feeders and 19 the transformers that were overheating and overloaded 20 during the recent heat event parts of the distribution 21 system that are covered by the substation plan or 22 individual transformers at the distribution level 23 covered in the distribution infrastructure plan? 24 MS. ROSENTRATER: Yes, that's a great 25 question. Because we did have more -- we did have</p>
Page 143	Page 145
<p>1 transformer and feeders, but not for the system? 2 MS. ROSENTRATER: Right. That's what 3 we've pulled together, recognizing those are the only 4 areas that we did execute the protective outages -- 5 protective plus preempted outages on those devices. 6 MS. RENDAHL: Okay. 7 So, Judge O'Connell, I don't know what 8 bench request number that would be -- I think maybe 9 3 -- but that would be for the specific information 10 that Ms. Rosentrater discussed on the record today. 11 JUDGE O'CONNELL: Yes. We're going to 12 number that Bench Request 8, requesting the different 13 years -- the loading from different years on the 14 transformers and the feeders where there were the 15 protective outages just last week, please. 16 And I will include that in my list of 17 bench requests that I will send out to the parties at 18 the ends of today's hearing. 19 MS. RENDAHL: Thank you. 20 MR. MEYER: When would you like that 21 response by? 22 When would you like -- 23 JUDGE O'CONNELL: Yes, I heard you, 24 Mr. Meyer. I was taking a moment to think about that. 25 Would next Wednesday, July 14th, be</p>	<p>1 some issues with transformers downstream, but that was 2 much -- much smaller issues. We -- the transformers 3 that were impacted with these protective outages would 4 be covered by the substation plan. They are located 5 in the substation. And the feeders would be covered 6 in the distribution plan. 7 MS. RENDAHL: Okay. I'm just writing 8 that down. 9 So given that the distribution 10 infrastructure plan includes the company's grid 11 modernization program, are the feeders at issue -- and 12 I think you just talked about this but I just need a 13 little bit more information. How does the grid 14 modernization plan that's in the distribution plan 15 include these? Because there's so many different 16 plans, I'm trying to figure out how they work 17 together. 18 MS. ROSENTRATER: Right. So the grid 19 modernization program is holistically the asset 20 management program, and so we coordinate between 21 primarily growth-based needs across the system with 22 the asset management asset condition needs that we 23 identify across the system. 24 So where we can, we get both done at the 25 same time, and so the Francis and Cedar 12F1 is a good</p>

<p style="text-align: right;">Page 146</p> <p>1 example of that. We -- that's one of the feeders that 2 we experienced challenges with last week, and it's 3 also part of our grid modernization program. So we're 4 continuing forward with a project on that as our 5 midterm solution to that -- the issue on that feeder. 6 And so it would be not the near term this 7 summer solution, but by next summer that project 8 should alleviate the overloading issue that we 9 experienced as well as several other asset condition 10 types of issues that are on that feeder. 11 MS. RENDAHL: Okay. 12 So I assume that you are -- in your 13 review of what happened during the heat event, that 14 you're going to be including -- or doing a review of 15 all the distribution feeders and circuits and 16 transformers to see the loading that occurred during 17 this event? 18 MS. ROSENTRATER: Yes, absolutely. So 19 we -- we have near-term work going on to look at that 20 loading, and really, again, these are the areas of 21 biggest issue based on what we experienced last week, 22 but we are looking beyond just these areas. And we 23 looked beyond these areas last week as well as we were 24 operating through it, to help identify areas that were 25 at higher risk even though they weren't imminent, and</p>	<p style="text-align: right;">Page 148</p> <p>1 how to apply that into our long-term planning so 2 the -- 3 I'm sorry, Commissioner. What was the 4 second part of what you were asking? I remember the 5 weather part, and then -- 6 MS. RENDAHL: Obviously, weather is more 7 top of mind, but I think you had also mentioned the 8 impact of post-COVID what the demand -- what the 9 demand on each circuit and feeder is going to look 10 like, you know, going forward. 11 MS. ROSENTRATER: Thank you. Yes. 12 And that's, again, where AMI will be 13 significantly beneficial to us updating our models, 14 because we have granular information from all of our 15 Washington circuits and transformers to be able to 16 update the load profile that we could expect, and so 17 some different things that are included in our 18 planning models above and beyond just the ambient 19 temperature that we should be looking at, what 20 equipment rating we should be using. 21 We also have a diversity factor that we 22 use. We assume, as all utilities do, that not 23 everyone is using everything in their house at the 24 exact same time, and so there's a diversity factor 25 that is assumed when we're designing our system, and</p>
<p style="text-align: right;">Page 147</p> <p>1 we had those on a map that we showed to customers that 2 those were areas that we were monitoring in addition 3 to these areas. 4 And then, as I mentioned, the updated 5 planning criteria after we go through that process 6 would be applied over the entire system, and likely 7 additional projects will be identified once applying 8 the updated planning criteria. That would be beyond 9 these areas as well. 10 MS. RENDAHL: Okay. 11 And so the updating those criteria 12 includes evaluating the impact of climate change and 13 warming, obviously, which you've described in your 14 response to Commissioner Balasbas. So what models are 15 you looking to look for future weather and also, in 16 addition, given COVID impacts, are you looking at how 17 you look at customer demand differently post-COVID? 18 So would those both be elements of your criteria? 19 MS. ROSENTRATER: Yes. Absolutely. I 20 would say to be determined in terms of what model. 21 That's the work that needs to be done, is identifying 22 are there others that are industry leaders in terms of 23 identifying not just looking at historic but looking 24 forward and recognizing that we're seeing more extreme 25 weather events and more frequent weather events and</p>	<p style="text-align: right;">Page 149</p> <p>1 that assumption for the diversity factor was tested as 2 well, because normally we have AC units that are 3 cycling and so not all of them are on at the same 4 time, and with this extreme temperature and having 5 high nighttime temperatures as well, there were so 6 many different aspects that created the perfect storm 7 last week, and so reassessing what that diversity 8 factor will be, and then as you note with our 9 customers using energy differently at different times 10 of day than we've historically experienced due to 11 COVID, and likely beyond COVID. We know that the 12 workforce likely will be more flexible and hybrid, and 13 so we can't use our same assumptions from history in 14 terms of what the load profile will be on each of our 15 circuits going forward. 16 So we had the opportunity to learn a huge 17 amount last week, and we will be taking that 18 information, using our AMI data we have, what -- we 19 model our distribution system with a system called 20 Synergy, and so we can load in our AMI data from last 21 week into our Synergy model to understand what 22 additional constraints we might see as we continue to 23 see new customer growth and potential increases in 24 existing customer usage as well. 25 MS. RENDAHL: Thank you.</p>

Page 150

1 So, Judge O'Connell, I have several other
 2 questions for Ms. Rosentrater, and there are other
 3 questions, I believe, that we might have for
 4 Mr. DiLuciano and Mr. La Bolle. I wonder, do you want
 5 to break now for lunch or do you want to keep going
 6 through with these witnesses?
 7 JUDGE O'CONNELL: It is time for our
 8 lunch break. I didn't want to go beyond 12:30. And
 9 seeing that there are going to be several more
 10 questions for these witnesses, I'm not sure how long
 11 it's going to last.
 12 If it were -- I think it's going to be
 13 more than just five minutes, so that being the case, I
 14 would -- if it is okay with the Commissioners, I would
 15 prefer to have our break now, bring back the panel,
 16 and then we can finish with the panel after lunch.
 17 MR. DANNER: Judge, there appears to be a
 18 polka festival in the park across the street, which is
 19 making it hard for me to hear, so I think this would
 20 be a great time to break, because I think that they
 21 will be done dancing at one o'clock.
 22 MS. RENDAHL: Too bad we're not there; we
 23 could all join in.
 24 JUDGE O'CONNELL: Okay. Let's reconvene
 25 in an hour, at 1:30 p.m. We'll take our lunch break

Page 151

1 now. And we'll ask that this panel of three witnesses
 2 come back and be prepared to answer a couple more
 3 questions.
 4 Thank you all, and we'll be off the
 5 record until 1:30. Thank you.
 6 (A luncheon recess was taken at
 7 12:32 p.m.)
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Page 152

1 WEDNESDAY, JULY 7, 2021
 2 1:32 P.M.
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 4
 5 JUDGE O'CONNELL: Let's be back on the
 6 record.
 7 Welcome back. We've just had our lunch
 8 break. The time is approximately 1:30 p.m., and we
 9 are going to continue with our witness panel from
 10 Avista of Rosentrater, DiLuciano and La Bolle.
 11 I will turn it back over to the
 12 Commissioners to continue our questions.
 13 MS. RENDAHL: Unless my colleagues have
 14 questions, I'll continue.
 15 Okay. So thank you for the responses,
 16 Ms. Rosentrater, to the questions about the recent
 17 heat event. I know it's somewhat tangential to the
 18 case, but it's also relevant to the various plans that
 19 the company has included.
 20 And just going back to those
 21 infrastructure plans, so the electric distribution
 22 infrastructure plan, which is HLR-2, it references a
 23 number of different programs: the company's
 24 distribution grid modernization program, a transformer
 25 change-out program, the wood pole management program,

Page 153

1 AMI, vegetation management, and the wildfire
 2 resiliency program, among other programs, correct?
 3 MS. ROSENTRATER: Yes.
 4 MS. RENDAHL: Okay.
 5 And the transmission infrastructure plan
 6 that's in HLR-6 includes some of the same
 7 distribution-level substation projects that are also
 8 included in the substation infrastructure plan, which
 9 is in HLR-7, correct?
 10 MS. ROSENTRATER: They would I think
 11 include the transmission portions of that work.
 12 MS. RENDAHL: Okay.
 13 So, in fact, the plans cross-reference
 14 each other, and I'll give you some page references,
 15 but in the -- in the case of the substation rebuild
 16 program, which is on Page 20 of HLR-7, would you agree
 17 that it says, "Please note the capital allocated for
 18 this program is shared between transmission
 19 substations and distribution. The transmission
 20 creates and manages the program"?
 21 MS. ROSENTRATER: Sorry. I'm accessing
 22 it right now.
 23 MS. RENDAHL: That was HLR-7 at Page 20.
 24 MS. ROSENTRATER: Okay.
 25 MR. DILUCIANO: I would like to answer

<p style="text-align: right;">Page 154</p> <p>1 that question. 2 MS. RENDAHL: Okay. You're a panel. 3 Either one of you. Please go ahead. 4 MR. DILUCIANO: So with that particular 5 business case, what we're trying to describe is if 6 we're going to rebuild a substation, it's going to 7 take substation work, transmission work and 8 distribution work to be successful. So the substation 9 engineering department manages the specific business 10 case, and then it works with the adjacent -- and even 11 protection department to help fulfill that role. 12 So we're going to need new transmission 13 come-ins and we're going to need new distribution 14 go-out-ofs when we do that work. So that's what we're 15 trying to explain there. 16 That business case -- the substation 17 rebuild business case will include substation 18 distribution and transmission work under that one 19 business case. 20 MS. RENDAHL: Okay. 21 So in that particular case, where is the 22 capital budgeting occurring? 23 MR. DILUCIANO: It would be in our 24 substation rebuild business case, and so we would 25 have -- at that level, that work, when we do our</p>	<p style="text-align: right;">Page 156</p> <p>1 knowledge of the transmission integration, and then my 2 transmission minor rebuild or major rebuild won't have 3 any of those costs included in that work. They're 4 separated at the business case level. The plans may 5 address it and talk about the work that's getting done 6 around that investment. 7 An example is my sub -- or my 8 transmission engineering manager I believe currently 9 has around \$40 million in investment he's doing this 10 year. However, for his business cases, it's probably 11 more like 17 that he's accounting for. He's just 12 doing work for other business cases throughout the 13 company. 14 That didn't help. 15 MS. ROSENTRATER: It looks like you're on 16 mute. 17 MS. RENDAHL: Thank you. 18 So it is hard to track, I guess, from the 19 planning level, then to the program level, and then 20 talking about -- so the wildfire resiliency plan is 21 in -- or the wildfire resiliency program is within the 22 distribution infrastructure plan, but is that a 23 planning, then, for the wildfire plan, which is 24 separate, for which the company is seeking recovery 25 for in this proceeding?</p>
<p style="text-align: right;">Page 155</p> <p>1 planning for that work, we meet monthly and biannually 2 and we go through and we talk those elements of those 3 projects to make sure we're accounting for the work 4 that's going to get done. 5 MS. RENDAHL: But when you include for 6 the capital projects, it appears to be appearing 7 across several different plants, so my question is: 8 Are you spreading the cost or is that the same cost 9 that's appearing across each of those plans? 10 How do we know that we're not recovering 11 in multiple different ways? That's the basic gist of 12 my question. Given that -- 13 I mean, this isn't the only instance, 14 either, and I'll go into that later. 15 MR. DILUCIANO: Right. So the way I'm 16 hearing that question, you know, if you're talking 17 about investment in those plans, and you talk about in 18 the substation, then you talk about the investment in 19 distribution, you talk about it in transmission, are 20 we triple counting the work that was getting done. 21 So the way the plans are laid out, the 22 plans, from my perspective, are high-level goals and 23 describing how we approach our system, but individual 24 business cases don't double count. So my substation 25 rebuild business case won't have -- will have the</p>	<p style="text-align: right;">Page 157</p> <p>1 So how do we map out -- 2 And then there's various impacts for the 3 resiliency plan or the wildfire plan that pop up in 4 the different infrastructure plans across the board. 5 And so, again, there's got to be a way to track this 6 pretty clearly, because the way it's explained in the 7 plans is somewhat confusing, at least from my 8 perspective. 9 So how do we track this? How do we make 10 sure there's no double, triple recovery here? 11 MS. ROSENTRATER: Yeah, I think that's 12 really helpful feedback in terms of how we share our 13 information. The plans are an attempt -- because 14 there aren't clear lines between transmission 15 substation and distribution, and so the plans are an 16 attempt to characterize, you know, and acknowledge the 17 overlap between them, but from a financial charging 18 perspective, that's something that I believe Liz 19 Andrews could help clarify in her part of the hearing, 20 to help understand how we actually -- through the 21 business cases, as Josh mentioned, how we actually 22 ensure that there's no way that we are double or 23 triple counting the actual work that is being 24 completed that the plans are attempting to describe. 25 MS. RENDAHL: So the plans that are</p>

<p style="text-align: right;">Page 158</p> <p>1 attached to your testimony, Ms. Rosentrater, are the 2 high-level planning, and then the capital budgeting is 3 done separately, so that you can track by which budget 4 request or project these things are falling under. 5 MS. ROSENTRATER: Yes. 6 MS. RENDAHL: Sorry for the 7 emergencies -- the emergency noises. 8 MS. ROSENTRATER: No problem. 9 Yeah, so we have a capital planning group 10 that is made up of our directors across the company, 11 and that group isn't planning to these high levels, 12 they are planning to the business case requests that 13 come in, and they're allocating money to the business 14 cases based on the -- based on the business case that 15 is made, and that's how the projects get approved, and 16 then they are charged appropriately and with controls 17 in place to ensure that we aren't double counting any 18 of the costs of the project. 19 MS. RENDAHL: Okay. 20 So you're suggesting we talk to 21 Ms. Andrews about that particular how the accounting 22 is done? 23 MS. ROSENTRATER: Yes. She should be 24 able to help with that. 25 MS. RENDAHL: Okay.</p>	<p style="text-align: right;">Page 160</p> <p>1 can help just a little bit. The capital budget 2 committee approves the business cases, as has been 3 discussed, and it's the business cases that are 4 presented in this case for recovery. Those high-level 5 infrastructure plans, quite ironically, were designed 6 to try to provide folks a better idea of the different 7 factors that are driving the need for investment and 8 how some of these investments overlap. But they don't 9 have anything to do with accounting for projects. 10 The capital budget committee's approval 11 of business cases is just reflected in those 12 infrastructure plans in the ways that those costs can 13 overlap. 14 MR. DANNER: Okay. 15 I think you were very successful in 16 showing us that they overlapped. So we'll talk to 17 Ms. Andrews. Thank you. 18 MR. BALASBAS: Just to clarify one -- 19 just on that point, though. Mr. La Bolle and 20 Ms. Rosentrater, what I -- and Mr. DiLuciano. You all 21 referenced this. What I'm hearing all of you say is 22 what is being presented in this case are requests for 23 recovery of individual business cases that the company 24 has spent money on and is now seeking recovery of, but 25 that all of those business cases, effectively they</p>
<p style="text-align: right;">Page 159</p> <p>1 So I don't know if my colleagues have 2 further questions on this point. 3 MR. DANNER: I just want to state that I 4 had exactly the same concerns that Commissioner 5 Rendahl raised, because I looked at this. Yes, 6 everything was overlapping, and, you know, you say, 7 Okay, here's the wildlife -- or the wildfire plan and 8 it's got these components, and you look over here, 9 it's grid hardening, and, you know, it's -- my first 10 question was: Okay. What's getting assigned to what? 11 Are things getting assigned to more than one category? 12 Is there a potential for double or triple or quadruple 13 recovery? 14 What you're saying is, no, there isn't, 15 but we need to talk to Ms. Andrews; is that -- that is 16 it? 17 MS. ROSENTRATER: Yes. Again -- 18 MR. DANNER: Okay. 19 But in your view the record this case is 20 clear. We should be able to glean from the record 21 that there's no double or triple or quadruple 22 accounting? 23 MS. ROSENTRATER: Yes. 24 MR. DANNER: All right. Thank you. 25 MR. LA BOLLE: Mr. Chairman, I think I</p>	<p style="text-align: right;">Page 161</p> <p>1 roll up into these plans, and then the plans kind of 2 just describe really what -- I mean, what's happening, 3 really, in different categories of things, but really 4 we have to look at the business cases and the merits 5 of those as we consider whether to approve those. 6 MS. ROSENTRATER: Yes, that's 7 characterized very well. 8 Just to maybe give a little bit more 9 explanation on the infrastructure plan, for an attempt 10 to -- if you've only read the substation one, you 11 would have the holistic understanding of even the 12 transmission and feeder aspects of the substation; if 13 you just read the transmission, you would understand 14 the substation aspect. So I can -- it's good -- 15 again, it's good feedback that it can feel like we're 16 duplicating the way that it's put together. 17 Thank you. 18 MS. RENDAHL: Okay. Thank you. 19 So I don't know if my colleagues have 20 questions on other topics for this panel. 21 I can keep going. 22 Just interrupt me if you have a question. 23 So, Mr. DiLuciano, I have some questions 24 for you about AMI, and in particular your initial 25 testimony, Exhibit JDD-1T, at Page 4. So do you have</p>

<p style="text-align: right;">Page 162</p> <p>1 that in front of you? 2 MR. DILUCIANO: Give me one moment. 3 MS. RENDAHL: Yes. 4 MR. DILUCIANO: Okay. I believe I'm 5 there. 6 MS. RENDAHL: Okay. 7 And so you may not actually need the 8 testimony for this, but I just wanted to give you a 9 reference for where this was. So on Page 5 -- I'm 10 sorry -- Page 4, Line 7, through Page 5, Line 5, you 11 testified that the AMA -- AMI project is largely 12 completed, about 98 percent, and that only portions of 13 natural gas metering is still being installed. So can 14 you provide an update on how complete the AMI rollout 15 is for both electric and natural gas at this point? 16 MR. DILUCIANO: Commissioner, Heather 17 actually has that prepared, so if it's all right, can 18 she answer? I don't have that data in front of me. 19 MS. RENDAHL: Absolutely. You're a 20 panel. 21 MS. ROSENTRATER: Yes. I have -- so we 22 have -- on the non-gas-only areas, we have 99.9 23 percent complete. I think there's about 300 meters of 24 the over 400,000 meters that still need to be 25 installed, and those are in the fringe areas, where</p>	<p style="text-align: right;">Page 164</p> <p>1 mobile to collect that information instead of building 2 a network. It's more challenging in the gas-only 3 areas because we don't own the electric 4 infrastructure, and we leverage the electric 5 infrastructure in our electric areas to install the 6 communication devices, and so in the gas-only areas, 7 it can be -- have more components, a higher cost to be 8 able to install, and we had challenges with the 9 hardware and software from Itron to install in the 10 gas-only areas, install the network, and so we made 11 the decision as a company to move forward with 12 those -- some 17,000 meters that were in the gas-only 13 areas, to upgrade the modules and to collect the 14 information via mobile, to be a cost-effective 15 solution for our customers and minimize the risks 16 associated with the software and hardware changes. 17 MS. RENDAHL: Okay. 18 And on the -- again, whoever wishes to 19 answer this question. In Mr. DiLuciano's initial 20 testimony at Page 7 -- this is JDD-1T, at Page 7, 21 Line 13, through Page 8 at Line 10, you reference 22 Avista's AMI opt-out tariff pilot, which was effective 23 on August 2nd, 2018, and that you're tracking costs 24 for manually reading meters for opt-out customers. Do 25 you have a number of how many Avista customers are</p>
<p style="text-align: right;">Page 163</p> <p>1 it's either challenging access or challenging network. 2 And then on the gas meters, I just -- I 3 thought I -- 4 Can you give me just one moment to give 5 you the updated information on that? 6 MS. RENDAHL: Yes. 7 MS. ROSENTRATER: Thank you. 8 If it would be better -- 9 MR. DILUCIANO: So -- 10 MS. ROSENTRATER: Go ahead. 11 MR. DILUCIANO: I have it. 12 So we're 79 percent complete. We've 13 installed 15,000 of our gas modules, and we have 3,900 14 left to go. 15 MS. RENDAHL: Okay. 16 And -- 17 MR. DANNER: How many left to go? 18 MR. DILUCIANO: 3,900. 19 MS. RENDAHL: And at one point you had -- 20 there's reference in the -- someone's testimony -- 21 sorry, I don't have that -- about not pursuing all of 22 the natural gas metering. Is that still the case? 23 MR. DILUCIANO: That is correct. 24 MS. ROSENTRATER: That is what is 25 reflected in the non-gas-only areas, that we are doing</p>	<p style="text-align: right;">Page 165</p> <p>1 currently participating in the AMI opt-out by gas and 2 electric customers? 3 MR. DILUCIANO: We didn't track it by gas 4 and electric; we just have a total opt-out number. 5 MS. RENDAHL: Okay. 6 I'm wondering if it would be good, Judge 7 O'Connell, to ask a bench request for those -- for the 8 total number and then the breakout of, I guess, 9 electric, which would include those that were gas 10 customers, and then the gas-only. 11 MR. DILUCIANO: So our numbers right 12 now -- and just so you know, I'm looking at the bench 13 request (inaudible). So right now we have 2,357 14 customers who have completed the opt-out process, and 15 there's five that are pending -- that are in the 16 process of application and evaluation. 17 MS. RENDAHL: Okay. 18 And do you currently have a cost that 19 you've identified, now that you've been operating 20 under the opt-out, what the annual costs are for 21 reading per meter? Or do you have an overall cost? 22 MS. ROSENTRATER: We don't have that at 23 hand, but it's something we could get. 24 MS. RENDAHL: We'll add that to the bench 25 request, so that will be Part B, I guess, of the bench</p>

Page 166	Page 168
<p>1 request.</p> <p>2 JUDGE O'CONNELL: We will number that as</p> <p>3 Bench Request 9, and the request is for how many</p> <p>4 Avista customers in total are opting out of the AMI</p> <p>5 program, and then specifically the breakdown of how</p> <p>6 many are in gas-only and how many are in the electric</p> <p>7 and gas areas.</p> <p>8 Then the Part B will be what are Avista's</p> <p>9 annual costs for manually reading those meters.</p> <p>10 MS. RENDAHL: What the breakdown of</p> <p>11 basically a cost per meter, cost per customer, I</p> <p>12 believe, who is in the opt-out.</p> <p>13 JUDGE O'CONNELL: Okay.</p> <p>14 MS. RENDAHL: I defer to my colleagues if</p> <p>15 they have questions they wish to ask.</p> <p>16 MR. LA BOLLE: Your Honor, may I add a</p> <p>17 comment that's pertinent to one of the questions that</p> <p>18 Commissioner Rendahl just asked?</p> <p>19 MS. RENDAHL: Well, if you have data</p> <p>20 that -- I mean, it can be reported in the bench</p> <p>21 request, but if you have data now.</p> <p>22 MR. LA BOLLE: I have better data now.</p> <p>23 The natural gas meter modules that we</p> <p>24 just reported out on the percent installed, those are</p> <p>25 the natural gas meter modules in our non-AMI areas.</p>	<p>1 areas, and that you have plans for the realization of</p> <p>2 those benefits. At this point are those still just</p> <p>3 estimations, or have you begun quantifying the</p> <p>4 benefits of AMI?</p> <p>5 MS. ROSENTRATER: We have -- a lot of the</p> <p>6 benefits are already being achieved, and many of the</p> <p>7 benefits have been achieved as soon as that individual</p> <p>8 meter was installed, which started several years ago,</p> <p>9 so we've been accumulating many of the benefits along</p> <p>10 the way from the meter reading costs to things like</p> <p>11 even budget alerts. We started last year with those</p> <p>12 meters that had been installed.</p> <p>13 So we've -- we've incorporated the</p> <p>14 activities to achieve the benefits as we've gone along</p> <p>15 the way, and we are updating the benefit results based</p> <p>16 on actual to date as we've updated the business case.</p> <p>17 And, Larry, do you have anything to add</p> <p>18 to that?</p> <p>19 MR. DANNER: So what -- I guess I</p> <p>20 haven't -- I'm not seeing the data. I'm seeing the</p> <p>21 estimates.</p> <p>22 It sounds like you say you have</p> <p>23 quantified the benefits. I would like to see, for</p> <p>24 example -- we -- you know, we have identified in other</p> <p>25 rate cases certain benefits, like, you know,</p>
Page 167	Page 169
<p>1 The natural gas meter modules -- and this is where we</p> <p>2 would need to provide you the final percentage, but</p> <p>3 should be nearly all installed.</p> <p>4 So we reported just on the non-AMI</p> <p>5 natural gas meter modules as being 77 percent</p> <p>6 complete, of whatever that value was.</p> <p>7 MS. RENDAHL: And maybe you can clarify</p> <p>8 in the bench request which ones are non-AMI and which</p> <p>9 ones are the AMR.</p> <p>10 MR. LA BOLLE: Yes. Yeah, thank you.</p> <p>11 MS. RENDAHL: Okay. Thank you.</p> <p>12 Can you add that to the bench request,</p> <p>13 Judge O'Connell? For the number of -- it's the number</p> <p>14 of gas -- you know, where they are on the gas-only</p> <p>15 meter completion, which are AMI and which are AMR.</p> <p>16 MS. ROSENTRATER: Right. So we see the</p> <p>17 project as materially complete. You know, overall --</p> <p>18 we have over 99 percent of the meters installed of the</p> <p>19 overall project.</p> <p>20 MS. RENDAHL: Okay. Thank you.</p> <p>21 MR. DANNER: I just have a follow-up on</p> <p>22 that.</p> <p>23 I don't have citations to point to, but</p> <p>24 it's my sense that throughout the testimony you talk</p> <p>25 about projections of financial benefits in multiple</p>	<p>1 time-of-use rates, realtime energy use, feedback for</p> <p>2 customers, behavior-based programs, data</p> <p>3 disaggregation, great interact with efficient</p> <p>4 buildings, and Volt/VAR optimization of others.</p> <p>5 Is this something that you've broken down</p> <p>6 into those areas? Is there some -- something that</p> <p>7 would be a concise explanation of those benefits that</p> <p>8 we could get our hands on?</p> <p>9 MS. ROSENTRATER: So we have a chart</p> <p>10 specifically in the JDD-2R, which includes the actual</p> <p>11 report, that includes those specific use cases and our</p> <p>12 analysis of some of the -- the projections are the net</p> <p>13 present value for the life of the project in terms of</p> <p>14 the benefits, but where we have already started</p> <p>15 achieving benefits, those actual -- that actual</p> <p>16 information has been included and then extrapolated</p> <p>17 for the future lifetime net present value of the</p> <p>18 benefits.</p> <p>19 So you can see on Page -- it's Page 4 of</p> <p>20 the report that's in that testimony, and you can see</p> <p>21 the table --</p> <p>22 JUDGE O'CONNELL: Please --</p> <p>23 Ms. Rosentrater, please go slower. I'm having trouble</p> <p>24 keeping up.</p> <p>25 MS. ROSENTRATER: Thank you.</p>

<p style="text-align: right;">Page 170</p> <p>1 JUDGE O'CONNELL: I have JDD-2R, and I am 2 turning to Page -- what is numbered as Page 4 within 3 the exhibit. 4 MS. ROSENTRATER: Yes. 5 JUDGE O'CONNELL: Okay. 6 So -- I see that as Page 12 of 107. Or 7 it would be Page 11 of 106. 8 MR. DANNER: So those are the Avista 9 analysis numbers of the six items that I just 10 mentioned. 11 MS. ROSENTRATER: Right. The net present 12 value of the life-cycle value of those numbers. 13 And, as I mentioned, so things like the 14 behavior-based program, we have budget alerts that 15 we've already executed on last year. We've rolled 16 that out to customers to enable them to enter in a 17 planned budget for a month and be able to get e-mail 18 or text alerts if they are trending over that budget, 19 and even this -- we are planning on reminding 20 customers of that tool as we have experienced this 21 heat wave over the last couple weeks, so we'll be 22 sending out an e-mail later this week to remind 23 customers of these kinds of tools that we have that 24 are enabled by AMI, so that they can look at the 25 charts that are -- to that realtime energy use</p>	<p style="text-align: right;">Page 172</p> <p>1 that -- and, yes, we absolutely are continuing to look 2 for new use cases, and I will say last week we found 3 several new use cases that weren't noted in the 4 quantified or the nonquantified benefits, and so they 5 will definitely be added as we update this. 6 And those -- again, those use cases 7 were -- we were able to, you know, minimize outages, 8 both the number of customers that were impacted and 9 the -- that we -- being able to actually reduce the 10 outage that was experienced on Wednesday, so we were 11 able to reduce the number from Monday to Tuesday by 12 using the AMI data from Monday to do switching and 13 minimize customers that were out on Tuesday, and then 14 we continued to fine-tune the system from Tuesday and 15 Wednesday by both doing feeder switching, so from -- 16 when you have that refined data, you can truly 17 identify smaller groups of customers that you can move 18 from one feeder to another feeder. The adjacent 19 feeder might just be slightly less loaded, and because 20 we have that really refined AMI data, we can have that 21 fine-tuning of the system to move just even a small 22 group of customers over to another adjacent feeder to 23 minimize the other feeder. 24 So those are -- also feeder balancing, so 25 each --</p>
<p style="text-align: right;">Page 171</p> <p>1 feedback for customers. 2 We have charts that are available that 3 show that near realtime information to customers so 4 that they don't have to wait until the end of the 5 month and then receive the bill to know how this heat 6 wave has impacted their bill, but they can go in real 7 time and determine if they can, you know, modify their 8 behavior based on what we're sending them as a 9 forecasted bill for the month based on the heat wave 10 we've experienced. 11 So we have examples in each one of those 12 use cases that you noted, Chairman Danner, and then 13 later in the report we have more details related to 14 what's behind those numbers and the programs 15 associated with each of those use cases. 16 MR. DANNER: So really what I'm 17 interested in is you've got these numbers, and you do 18 state in the report on Page 9 -- you say that new 19 areas of benefit are the result of continuing efforts 20 to capture greater customer value, so I assume that 21 you are still looking for ways that you can get 22 benefits out of AMI. 23 How do you plan on doing that, tracking 24 your success, and then letting us know? 25 MS. ROSENTRATER: Absolutely. I know</p>	<p style="text-align: right;">Page 173</p> <p>1 Sorry. I'll slow down. I get a little 2 excited when I talk about these things. 3 Feeder balancing is each feeder has three 4 phases, a feeder -- an A phase, a B phase, and a C 5 phase, and many customers -- our residential customers 6 are only connected to one of those phases. 7 And so extreme heat, you may find that A 8 phase has more customers that have air-conditioning on 9 it than B or C. And so during a normal day you may be 10 will very well balanced between phases A, B and C, but 11 when you have these extreme temperatures you find that 12 A phase actually may be more overloaded than B or C 13 phase. 14 And, again, the AMI data is what helps us 15 to identify those issues, identify which customers, 16 small groups of customers that we can move from one 17 phase to another phase to balance that feeder, to 18 reduce the probability that it would overload, and we 19 got through -- again, like I said on Wednesday, with 20 those fine-tuning with our engineers, you know, real 21 time looking at that data, making those switching 22 notices for operations employees to go out, and by 23 Wednesday, with the fine-tuned information, we were 24 able to, you know, eliminate all of our Washington 25 protective outages that we experienced on Wednesday.</p>

<p style="text-align: right;">Page 174</p> <p>1 And, as I mentioned, that benefit was not 2 something we would have thought of and we didn't 3 include in our existing business case. 4 I would also say things that -- the 5 grid-interactive efficient building category, there is 6 some value associated with that, but we hope that at 7 some point you can come visit our ecodistrict and our 8 Catalyst building here in the South Landing area. 9 It's absolutely incredible in terms of the -- the 10 ability that that building with the thermal storage it 11 has, with the battery storage it will have, with the 12 solar panels that it has, with the -- with the 13 electrical system that is centralized, so we truly 14 have the ability to take information from the grid, 15 take information from the supply side, and work -- 16 partner with that building and all of the incredible 17 resources that that building and then the future 18 buildings will have. Actually, there's two existing 19 buildings. 20 So those future buildings will enable us 21 to learn a huge amount, of which we can apply to other 22 buildings in the future, and I would say that that's 23 an area that is -- is underrepresented, is a 24 conservative number, based on the opportunity and the 25 capabilities that we believe are available by breaking</p>	<p style="text-align: right;">Page 176</p> <p>1 several user groups that we connect with both from the 2 technical side and from the operational side, and 3 business use case benefits side as well, to ensure 4 that we are sharing those lessons learned and best 5 practices between all the utilities. 6 MR. DANNER: All right. Thank you, 7 Judge. I don't have any further questions. 8 MS. RENDAHL: I guess I just have one 9 last few questions related to AMI, and that relates to 10 the customer benefit provisions of the Clean Energy 11 Transformation Act, which I know you're familiar with. 12 Can you explain how Avista is looking to 13 its investment in AMI to explore -- or achieve these 14 customer benefit mandates? Is this a new use case 15 that you're looking to at this point, and can you 16 describe what you're doing if you are? 17 MS. ROSENTRATER: I'd say we're at the 18 very beginning of understanding how AMI can support 19 the Clean Energy Transformation Act. We do have a 20 well-defined group internal to Avista who is working 21 on the multiple areas associated with that, and I'm 22 involved in that. We have our director of R&D and 23 grid innovations that's involved in that as well, to 24 ensure that we are taking advantage of our metering 25 systems and the capabilities that we have, as well as</p>
<p style="text-align: right;">Page 175</p> <p>1 down those historic barriers between the building 2 operator and the grid operator. 3 And, again, what we experienced last week 4 was just another strong point of how important those 5 kinds of resources and that kind of partnership with 6 our customers is going to be to us into the future. 7 MR. DANNER: Well, that's an interesting 8 story. 9 I assume you're not the only utility with 10 advanced meter infrastructure, and I just wonder what 11 kind of sharing of best practices you're doing so that 12 when others are discovering benefits and you're 13 discovering benefits, that that's getting shared. 14 I mean, I really -- I have an interest in 15 making sure that we are continually looking to 16 maximize the benefits of AMI, and it sounds like you 17 are too. But I just want to make sure that that's a 18 process and we don't need to have a heat wave to 19 discover those benefits but that we're actually 20 deliberately going out and fine-tuning. 21 MS. ROSENTRATER: Absolutely. As you can 22 imagine, our metering partners, such as Itron, also 23 have a very strong interest in finding additional use 24 cases and ensuring that utilities are making the most 25 of the metering systems, and so they actually sponsor</p>	<p style="text-align: right;">Page 177</p> <p>1 all of the grid-edge innovation work that we've been 2 doing as part of the Clean Energy Fund projects in the 3 past, and even going back to our DOE, American 4 Recovery and Reinvestment Act and the foundation that 5 we've built. 6 So the grid components that we have as 7 well as our AMI system that is basically materially 8 complete will be very involved in identifying how they 9 can support the goals of the CETA program. But I 10 would say it's early in that process. 11 MS. RENDAHL: Okay. 12 And is Avista considering or envisioning 13 that it will work with its equity advisory group in 14 exploring the customer benefits from AMI for 15 vulnerable populations and highly impacted 16 communities? 17 MS. ROSENTRATER: Yes, I can say that we 18 will ensure that happens. 19 MS. RENDAHL: Okay. 20 I have no further questions. Thank you. 21 MS. ROSENTRATER: Thank you. 22 MR. MEYER: Your Honor, this is -- 23 I'm sorry. Are the bench questions -- 24 Commissioner questions finished? I don't mean to 25 interrupt.</p>

Page 178

1 MS. RENDAHL: Yes, I'm done.
 2 JUDGE O'CONNELL: Mr. Meyer, I do believe
 3 that the Commissioners' questions are done for this
 4 panel.
 5 MR. MEYER: May I just follow up with
 6 just a very brief line of inquiry?
 7 I don't want to leave a lingering
 8 impression about the percentage of completion of gas
 9 AMI, and I know there's a bench request, but I just
 10 want to dispel any notion that the figure of
 11 79 percent is -- that does not represent the
 12 79 percent of the universe of gas meters that will
 13 have AMI installed. That is nearly complete --
 14 JUDGE O'CONNELL: Mr. Meyer, I would --
 15 I'd like to interrupt you. I would like some clarity
 16 on that, actually, as it was confusing to me when we
 17 through it. So, yes, if you would like to pose a
 18 question or two to your witnesses to clarify that
 19 information and what exactly it refers to, that would
 20 be very useful. So please go ahead.
 21 MR. MEYER: Thank you for the
 22 opportunity.
 23 ///
 24 ///
 25 ///

Page 179

1 FURTHER REDIRECT EXAMINATION
 2 BY MR. MEYER:
 3 **Q. So, Ms. Rosentrater, you said that, with**
 4 **respect to the universe of gas-only meters, that the**
 5 **company elected not to install AMI on approximately**
 6 **17,000 of those gas-only meters and instead install**
 7 **ERTs; is that correct?**
 8 A. (BY MS. ROSENTRATER): Yes.
 9 **Q. And so those 17,000 meters are no longer**
 10 **meant for AMI insulation, correct?**
 11 A. (BY MS. ROSENTRATER): Correct.
 12 **Q. And we have about 3,900 ERTs left to**
 13 **install on that universe of 17,000 non-AMI meters,**
 14 **correct?**
 15 A. (BY MS. ROSENTRATER): Yes, that's
 16 correct.
 17 **Q. And we are not asking for recovery of any**
 18 **ERT insulation or material costs, are we?**
 19 A. (BY MS. ROSENTRATER): Correct.
 20 **Q. And lastly, so just looking at those gas**
 21 **meters that are meant for AMI, what percentage are in**
 22 **service used and useful and providing benefits?**
 23 A. (BY MS. ROSENTRATER): 99 percent.
 24 99.9 percent.
 25 **Q. Okay. Thank you.**

Page 180

1 A. (BY MS. ROSENTRATER): Thank you.
 2 MS. RENDAHL: Just to follow-up quickly,
 3 can you give the definition of the acronym ERTs?
 4 MS. ROSENTRATER: Encoded receiver
 5 transmitter.
 6 MR. DILUCIANO: It's an encoder receiver
 7 transmitter. It's an older meter, that just sends the
 8 data out. There's no two-way communications.
 9 So we -- when we say mobile, that means
 10 we drive a van once a month through those
 11 neighborhoods, and it picks up a read to do the
 12 billing from.
 13 MS. RENDAHL: Right. I just want it on
 14 the record what an ERT was. Thank you.
 15 MR. DILUCIANO: Oh.
 16 JUDGE O'CONNELL: Okay. Thank you,
 17 Ms. Rosentrater, Mr. La Bolle, Mr. DiLuciano. Thank
 18 you for your testimony. You'll be excused, and we are
 19 going to shift to Avista's witness Andrews.
 20 Now, Commissioners, before you came into
 21 the hearing, staff indicated that they are waiving
 22 their cross of Andrews, and that means that the
 23 cross-examination will begin with Public Counsel's
 24 cross-examination.
 25 So I'd like to ask if, Mr. Meyer, you can

Page 181

1 turn on your video and if your witness Andrews can
 2 turn on hers. I will swear in Ms. Andrews and then I
 3 will turn it over to you, Mr. Meyer, to introduce your
 4 witness.
 5 MR. MEYER: Thank you, Your Honor.
 6 Just a moment.
 7 JUDGE O'CONNELL: Sure. I was
 8 deliberately trying to speak slowly to give some time
 9 for everyone to shuffle around. I understand that we
 10 need to be conscious of these things.
 11 MR. MEYER: Sure.
 12 JUDGE O'CONNELL: And what I'm finding is
 13 that whenever someone is speaking on their video, when
 14 they're speaking quickly, I tend to get more
 15 electronic interference, and just a reminder to
 16 everyone. If you speak more slowly, even a little
 17 technical or electronic interference, I can and I'm
 18 sure the court reporter can understand what you're
 19 saying even if there's a slight disturbance.
 20 MR. MEYER: Thank you.
 21 Okay. We are ready.
 22 JUDGE O'CONNELL: Okay.
 23 Do I still have -- it's probably
 24 something with my settings, but I've lost two of the
 25 Commissioners.

Page 182

1 Okay. Here we all are. Thank you.
 2 So, Ms. Andrews, will you please raise
 3 your right hand.
 4 (Witness sworn)
 5 JUDGE O'CONNELL: Thank you.
 6 You can put your hand down.
 7 Mr. Meyer.
 8 MR. MEYER: Yes.
 9 For the record, would you please state
 10 your name and your position with the company.
 11 MS. ANDREWS: Yes. It's Elizabeth
 12 Andrews, and I am the senior manager of revenue
 13 requirements at Avista.
 14 MR. MEYER: And with that, she is
 15 available for cross-examination.
 16 JUDGE O'CONNELL: Okay. Thank you.
 17 Mr. Meyer, you can turn off your video
 18 unless you need to jump in to be heard.
 19 I'd like to ask Ms. Suetake -- thank you
 20 for turning on your video. I will turn it over to you
 21 now, Ms. Suetake, to conduct cross.
 22 MS. SUETAKE: Thank you, Judge O'Connell.
 23 ///
 24 ///
 25 ///

Page 183

1 CROSS-EXAMINATION
 2 BY MS. SUETAKE:
 3 **Q. Good afternoon, Ms. Andrews. I can't see**
 4 **on you my screen but --**
 5 A. Good afternoon.
 6 **Q. -- I will direct my questions to you.**
 7 **Before I start, do you have a copy of**
 8 **your rebuttal testimony in front of you?**
 9 A. (No audible response.)
 10 JUDGE O'CONNELL: I'm sorry.
 11 Ms. Andrews, we could not hear you. Perhaps the
 12 microphone needs to be closer to you when you answer
 13 the questions.
 14 Can you please repeat your answer to the
 15 last question?
 16 THE WITNESS: I do. Can you hear that?
 17 JUDGE O'CONNELL: Yes. Thank you.
 18 **Q. BY MS. SUETAKE: I would like to ask you**
 19 **a few questions about insurance expenses, which is**
 20 **your adjustment 3.07. Could you please turn to**
 21 **Page 38 in the rebuttal testimony, which is EMA-16.**
 22 A. Yes, I am there.
 23 **Q. Now, I'm aware that this is one of the**
 24 **pages that you revised, but my questions will be**
 25 **discussing material on the page that was not modified**

Page 184

1 **in your revised version. So --**
 2 A. Yes.
 3 **Q. Looking at Table 12, the updated**
 4 **insurance expense, is it correct that this table shows**
 5 **updated costs for directors and officers liability**
 6 **insurance?**
 7 A. It does.
 8 **Q. And is it correct that the directors and**
 9 **officers liability insurance costs increased from**
 10 **894,646 in 2020 to 1,029,578 in 2021?**
 11 A. The -- could you repeat the 2019 level of
 12 costs?
 13 **Q. I am looking at the 894,000 in December**
 14 **of 2020.**
 15 A. Oh. Okay. I'm sorry. I was looking at
 16 the test period level that's in our case, so, of
 17 course, we're pro forming from that level. I'm sorry.
 18 Yes, I see in 2020 894, correct.
 19 **Q. Okay.**
 20 **And then an increase to about**
 21 **1.03 million in 2021; is that correct?**
 22 A. Yes, based on invoices received and
 23 prepaid in the beginning of 2021.
 24 **Q. Okay.**
 25 **I was actually going to ask you about**

Page 185

1 **those invoices. Is it correct that those invoices**
 2 **were received in April 2021?**
 3 A. Yes.
 4 **Q. Okay.**
 5 **And then could you tell me what the**
 6 **coverage period reflected in that invoice. Is it**
 7 **January to April, March to April?**
 8 A. I think it is -- it's either -- I believe
 9 it's January -- the invoice period, we typically get
 10 those in --
 11 Let me think about this.
 12 You're right. So if we received them, I
 13 believe they are April 1st through March of the
 14 following year.
 15 **Q. Okay. Thank you.**
 16 A. Whereas the -- all of the others, because
 17 we typically get them in December, and those are the
 18 ones we updated earlier on, is because those I believe
 19 are basically the annual, where D&O insurance is
 20 received more like the end of March, and so they're
 21 prepaid at that point.
 22 **Q. Thank you. That was really helpful.**
 23 **Now, can we turn to Page 48 of your**
 24 **rebuttal testimony.**
 25 A. And I would like to just note that on our

Page 186

1 rebuttal, I realize that we had filed the D&O
 2 insurance after the parties had, so we had updated and
 3 lowered our numbers slightly for -- related to those
 4 D&O insurance. And so on our rebuttal numbers, they
 5 include all updated invoices received and prepaid to
 6 that point. So . . .

7 **Q. Okay. Thank you.**
 8 **Now, on Page 48, referring to injuries**
 9 **and damages. Are you there?**

10 A. Yes.

11 **Q. Referring to the sections beginning on**
 12 **Line 5, you discuss Ms. Crane's injuries and damages**
 13 **adjustment. Is it your understanding that Ms. Crane**
 14 **is recommending a five-year average in this case**
 15 **instead of a six-year average used by Avista?**

16 A. Yes, I do understand that.

17 **Q. And is it correct that Avista has been**
 18 **using a six-year average since 1988?**

19 A. Yes, since the Commission approved that
 20 secure averaging, we have been using that methodology
 21 since that time.

22 **Q. Okay.**
 23 **And is it correct that that six-year**
 24 **average was established in response to a 1985 gas**
 25 **explosion?**

Page 187

1 A. I believe so, yes. I do explain that in
 2 my testimony.

3 **Q. And then on Page 49 of your rebuttal**
 4 **testimony, on Lines 6 and 7 --**

5 A. Yes.

6 **Q. Is it correct that that methodology was**
 7 **established to deal with an extraordinary event?**

8 A. I believe that the six-year average
 9 became a recommendation by either staff or the company
 10 to begin using a secure average because those types of
 11 things can happen, and as I believe I mentioned in
 12 this case, I don't see this particular item that
 13 Public Counsel is excluding to, one, being material,
 14 and -- but it's -- to me, the way the injury and
 15 damages adjustment has worked for years has allowed
 16 the company to recover its costs but over a six-year
 17 period.

18 And so, therefore, if you do have any
 19 major events, we have had instances like ice storm,
 20 for example, where that might have been pulled out
 21 to -- because it was large and dealt with differently.

22 But I don't see that as the opportunity
 23 here. I see this as more of a smaller item.

24 Anyway, I'll leave it at that.

25 **Q. Okay.**

Page 188

1 **So going back to something you just said,**
 2 **is it correct that since the six-year average has been**
 3 **adopted, other extraordinary events, such as the ice**
 4 **storm that you mentioned and the fire storm included**
 5 **in your testimony, have been excluded from that**
 6 **six-year average and dealt with separately?**

7 A. Yes, because those -- I see those
 8 as -- you know, as you mentioned, there's been very
 9 view. Ice storm and fire storm are the only ones that
 10 I can recall that were ever excluded as being
 11 significant or extraordinary and that were dealt with
 12 outside of the six-year rolling average, and typically
 13 they were dealt with as a separate amortization.

14 **Q. Okay.**
 15 **Given that the six-year average was**
 16 **established originally to deal with an extraordinary**
 17 **event and that extraordinary events are now dealt with**
 18 **outside of the six-year average adjustment, has the**
 19 **company ever considered proposing a different**
 20 **methodology in determining injuries and damages**
 21 **adjustment?**

22 A. Well, the way I look at injury and
 23 damages is I think you can have value that can vary
 24 over time, and so in particular what we're talking
 25 about here is a \$295,000 item that you would

Page 189

1 consider -- the Public Counsel is considering
 2 extraordinary.

3 I don't think that this particular item
 4 fits in the same category as ice storm or fire storm.
 5 I think what injury and damages does by using a secure
 6 average is it allows it to somewhat normalize these
 7 costs that typically, by doing a six-year average,
 8 have not been -- does this materially change the
 9 result, to be honest, one way or another.

10 As you mentioned with this adjustment,
 11 it's a -- the impact we're talking about here is
 12 reducing electric expense by \$28,000.

13 JUDGE O'CONNELL: Let me stop you both
 14 for one moment.

15 Ms. Andrews, when you're being asked a
 16 question, please respond with a direct answer, and
 17 then you can explain. What I'm hearing a lot of is
 18 the explanation, which you are allowed to give, but I
 19 would appreciate an answer directly to the question
 20 that was being asked.

21 And, as I recall, Ms. Suetake, you were
 22 asking if Avista had considered something, and we've
 23 heard the explanation of why you're qualifying that,
 24 Ms. Andrews, but, Ms. Suetake, would you please ask
 25 the question one more time, and so we can just have

Page 190

1 the direct answer, and then we already have the
 2 explanation.
 3 MS. SUETAKE: Thank you, Your Honor.
 4 **Q. To repeat myself, given that the six-year**
 5 **average was established to deal with an extraordinary**
 6 **event, and that now extraordinary events are dealt**
 7 **with outside of the six-year average, has the company**
 8 **considered proposing a different methodology for**
 9 **determining injuries and damages?**
 10 A. No, the company has not considered -- it
 11 has not deemed it necessary at this point in time.
 12 **Q. Thank you.**
 13 **Have you tracked -- has Avista tracked**
 14 **actual injuries and damages expenses compared to the**
 15 **six-year average recovery and rates to determine**
 16 **whether the company has under-recovered or**
 17 **over-recovered?**
 18 A. No, we -- no, we have not. I mean, you
 19 can see every -- each case, the six-year period of
 20 time in secure costs, and from what I have seen from
 21 case to case, I haven't seen a material change from
 22 year to year of what those costs would be. So I
 23 would -- I would assume that over the six-year time it
 24 would ebb and flow, and more than likely it would
 25 normalize, and we have probably recovered our costs,

Page 191

1 but I wouldn't expect that we have either under --
 2 significantly under- or over-recovered our costs.
 3 **Q. Okay.**
 4 **Can we turn back to Page 48 in your**
 5 **rebuttal testimony. At Lines 18 through 21.**
 6 A. Yes, I'm there.
 7 **Q. Okay.**
 8 **You discussed here the reserve method of**
 9 **counting that was also adopted in 1988. Do you see**
 10 **that?**
 11 A. Yes.
 12 **Q. On Line 21. Okay.**
 13 **Do the expenses that are contained in**
 14 **your six-year average represent additions to the**
 15 **reserve or actual payouts for injuries and damages?**
 16 A. Those are actual payouts to injury and
 17 damages. So what we're recovering is an average of
 18 the actual expense or actual payout.
 19 **Q. Okay. Thank you. That's very helpful.**
 20 **I would like to discuss generally now --**
 21 **switch to incentive compensation.**
 22 **With regards to executives, is it correct**
 23 **that there are two programs, the short-term incentive**
 24 **compensation plan and the long-term incentive**
 25 **compensation plan?**

Page 192

1 A. Yes, for our executives, there is both a
 2 short-term incentive plan, which has two different
 3 portions; it's very different than our non-officer
 4 compensation or incentive plan. So they're made up
 5 typically of about 40 percent of our short-term that's
 6 typically recovered by customers and the other
 7 60 percent as a short-term plan which is excluded from
 8 recovering from customers. And then we also have a
 9 long-term incentive plan for officers that are fully
 10 excluded from recovery from customers.
 11 **Q. That was my next question, actually.**
 12 **So then turning to the short-term**
 13 **incentive plan, is it correct that the short-term**
 14 **incentive plan for officers applies to about 13**
 15 **individuals in Avista?**
 16 A. Yes.
 17 **Q. And are these basically the same**
 18 **individuals that comprise the company's executive**
 19 **compensation plan, which is adjustment 3.05?**
 20 A. Yes.
 21 **Q. Could you please turn to Page 51 in your**
 22 **rebuttal testimony.**
 23 A. I'm there.
 24 **Q. On Line 1 you state, "Incentive**
 25 **compensation is as transparent as base salary for at**

Page 193

1 **least our executive group, given that it is probably**
 2 **disclosed in annual practice statements and it is**
 3 **reviewed via the shareholders' standard proposals."**
 4 **Do you see that?**
 5 A. I do.
 6 **Q. First, does the proxy statement specify**
 7 **the incentive compensation for the entire executive**
 8 **group -- by that I mean all 13 individuals -- or just**
 9 **the main executive officers? Named executive**
 10 **officers.**
 11 A. I'm sorry. Was there a question there?
 12 **Q. Yes. Does the proxy statement specify**
 13 **the incentive compensation for all 13 officers that**
 14 **were discussed previously, or is it just including**
 15 **information on the named executive officers?**
 16 A. So the proxy group does discuss
 17 separately for the named executive officers; however,
 18 the compensation or the incentive compensation for the
 19 CEO is very defined. The other named executive
 20 officers, the incentive plan for those named executive
 21 officers are the same for all executive officers. The
 22 rest of them other than the CEO.
 23 **Q. Okay. Thank you.**
 24 **Do you have a copy of Exhibit EMA-13X**
 25 **Revised in front of you? That's the 2021 process**

Page 194

1 **statement and notice of annual meeting of**
 2 **shareholders.**
 3 A. Yes, I do have it.
 4 **Q. Okay.**
 5 **Are you familiar with this exhibit?**
 6 A. Yes, I am.
 7 **Q. Would you agree that this is a recent**
 8 **proxy statement for Avista such as you referred to in**
 9 **your testimony?**
 10 A. Yes, it is.
 11 **Q. Could you please turn to Page 34 of the**
 12 **exhibit, which is Page 29 of the actual proxy**
 13 **statement.**
 14 A. Yes, I'm there.
 15 JUDGE O'CONNELL: Ms. Suetake, can you
 16 slow down for just a moment?
 17 MS. SUETAKE: Yes.
 18 JUDGE O'CONNELL: This was a recently
 19 updated exhibit. I want to make sure the
 20 Commissioners are familiar with how to get their hands
 21 on it.
 22 You can access this through the exhibit
 23 list, Commissioners.
 24 And we're looking at EMA-13XR.
 25 Okay. Thank you.

Page 195

1 And what page are we on, Ms. Suetake?
 2 MS. SUETAKE: We're on Page 34 of 69.
 3 It's in the top right-hand corner.
 4 JUDGE O'CONNELL: Okay. Thank you.
 5 Please go ahead.
 6 MS. RENDAHL: Just to clarify, my exhibit
 7 says 34 of 76.
 8 JUDGE O'CONNELL: Yes, Commissioner,
 9 that's what I wanted to point out, that this exhibit
 10 was recently updated from the 2020 to the 2021
 11 version. So it's no longer 76 pages but 69 pages.
 12 Let's just take a breath and let us get
 13 caught up to speed on where we're at in this exhibit.
 14 Okay. Please go ahead, Ms. Suetake.
 15 MS. SUETAKE: Okay. Thank you.
 16 **Q. We're on Page 34 of this exhibit. Do you**
 17 **see the compensation and discussion analysis?**
 18 A. Yes, I do.
 19 **Q. According to the first line of this page,**
 20 **the information that is provided is information on the**
 21 **named executive officers; is that correct?**
 22 A. Yes, it does specifically list those,
 23 because that's typically what the proxy statement is
 24 about. Although I will admit that during this they do
 25 a pay on say approval of compensation, and that is

Page 196

1 meant to be reflective of all the officers.
 2 **Q. Okay.**
 3 **Can we look at the last method at the**
 4 **bottom of this page above the tables. It says, "These**
 5 **charts below illustrate the relationship between our**
 6 **2020 financial performance target and our actual**
 7 **performance."**
 8 **Do you see that?**
 9 A. I do.
 10 **Q. And is it correct that the tracks at the**
 11 **bottom of this page show consolidated earnings per**
 12 **share and cost per customer as performance targets?**
 13 A. Yes.
 14 **Q. Is it correct that cost per customer is**
 15 **considered a financial performance target, at least**
 16 **for the purposes of this proxy statement?**
 17 A. The cost per customer -- I think, you
 18 know, we have lots of financial performance areas
 19 within the compensation, and most of those you can see
 20 are separated between the different components of what
 21 is considered for the incentive plan in the proxy
 22 group, and I can -- what I mean by that is I can
 23 direct you to the very next page, Page 30, on the
 24 bottom, or Page 35, where it talks about the
 25 various -- it breaks apart the various components that

Page 197

1 is considered in the incentive plan.
 2 So, for example, the bottom level, what
 3 we're specifically talking about here is the CEO only,
 4 and, as I mentioned, the incentive plan is different
 5 for the CEOs as it is to all other officers. But as
 6 regards to our CEO, his base salary is the first blue
 7 line, and it talks about the target versus what was
 8 realized. The next is the 2020 annual incentive, and
 9 then it talks about the different stock units and
 10 performance stock and things like that.
 11 Within the 750,000 listed there as the
 12 2020 annual incentive, it is broken apart between what
 13 is more financial and earnings per share. That is
 14 separated from -- there's components in there that
 15 have been separated from what we consider and what we
 16 recover from customers has to do with cost per
 17 customer, customer satisfaction, reliability, that
 18 sort of thing.
 19 And so, for example, that particular
 20 portion, just to lay this out for what's recovered
 21 from customers, for our CEO, for example, only seven
 22 percent of that 750,000 is included in rates today.
 23 So we already do as a company a very thorough analysis
 24 and separation between what is charged to customers
 25 and what is charged to -- below the line or recovered

Page 198

1 from shareholders only.

2 **Q. Following on that actual topic, is it**

3 **correct that the company has excluded -- if we can go**

4 **back up to, sorry, the Page 34, where it says**

5 **"Consolidated Earnings Per Share" on the left-hand**

6 **table. Is it correct that the company has excluded**

7 **costs related to the consolidated earnings per share**

8 **from its revenue requirement claim in this case?**

9 A. Yes, it has.

10 **Q. Okay.**

11 **But the company didn't exclude**

12 **performance targets related to cost per customer,**

13 **correct?**

14 A. To the extent they are specific to the

15 cost per customer only in reaching that goal, they are

16 included.

17 **Q. Okay.**

18 **And then looking at this chart, is it**

19 **correct that according to this chart the company did**

20 **not meet its cost per customer target for the most**

21 **recent fiscal year?**

22 A. For this particular year, I believe that

23 this was for -- this one in particular is for 2020

24 that was paid in 20 -- that was paid out in 2021. We

25 would have recorded it in 2020. So the results of

Page 199

1 this particular incentive plan would not be what is

2 sitting in our 2019 test year.

3 **Q. Okay.**

4 **If we can go back to that chart on**

5 **Page 35, the chief executive officer 2020 target**

6 **versus real life.**

7 **So just to clarify, this is a comparison**

8 **of the CEO's 2020 target comparison -- compensation,**

9 **sorry, versus real-life compensation, correct?**

10 A. Correct.

11 **Q. And the CEO is Mr. Vermillion; is that**

12 **correct?**

13 A. Correct.

14 **Q. For 2020, his target compensation was**

15 **2.25 -- or 2.25 million but his actual compensation**

16 **was 1.35 million, correct?**

17 A. That's correct.

18 **Q. If we go down to Page 50 of this same**

19 **exhibit --**

20 **50. Five zero.**

21 **And then go to --**

22 **Are you there, Ms. Andrews?**

23 A. Yes, I'm there.

24 **Q. Okay.**

25 **Is it correct this table shows the last**

Page 200

1 **three years of compensation for the named executive**

2 **officers?**

3 A. Yes, it is.

4 **Q. And while Mr. Vermillion's 2020**

5 **compensation was listed as approximately 1.35 million**

6 **on the previous page we looked at, is it correct that**

7 **his compensation is listed at over 5 million on this**

8 **table?**

9 A. Yes. That is because it considers things

10 like your change in your pension, nonqualified

11 deferred compensation, things that aren't really

12 necessarily cash payments, and so that's why the total

13 compensation is a little bit misleading of what actual

14 salaries and benefits or whatever that he would have

15 received in the year.

16 **Q. So along that line of questioning -- or**

17 **along that line, is the change in pension and**

18 **nonqualified deferred compensation earnings listed on**

19 **this table excluded from the compensation for**

20 **Mr. Vermillion listed on the previous page?**

21 A. Yes, I believe that's true.

22 **Q. And then do you know what the other**

23 **differences are between the five million on this page**

24 **and the 1.35 million listed on the previous pages?**

25 A. Let's see. You can sort of make it out.

Page 201

1 You can see the 737 from his salary, you can see the

2 184 from the nonequity incentive plan compensation,

3 and then there's a breakdown of the RSUs, which are

4 just values, which is a part of -- I believe that's a

5 part of the stock awards line portions of it.

6 **Q. So looking at all those components, if I**

7 **basically just add up the base salary plus the stock**

8 **awards and the nonequity incentive compensation from**

9 **the --**

10 A. Portions of that -- the stock awards -- I

11 think it's -- the stock awards that are -- right

12 terminology -- that have -- that are available.

13 So he receives -- he received -- annually

14 he would receive stock awards, but some of them would

15 not become available for him to cash out, for example,

16 until a certain period of time.

17 **Q. Okay.**

18 **So you wouldn't just add all of these**

19 **minus the change in pension --**

20 A. Right.

21 So let's say Mr. Vermillion -- you know,

22 the five million is in here now, so he got -- certain

23 stock awards he received this year, that let's say he

24 were to leave at the end of the year, some of those

25 stock awards would not come to fruition for him.

Page 202	Page 204
<p>1 Q. Okay. 2 So on this table there's six different 3 individuals listed. Do you see that? 4 A. I do. 5 Q. Is it correct that all six of these 6 individuals are participants in the short-term 7 executive incentive award plans? 8 A. Yes. 9 Q. And then to change the subject, could we 10 turn to your rebuttal -- back to your rebuttal 11 testimony. Page 53. 12 A. Page 53. I'm there. 13 Q. Okay. 14 And would you -- is it correct that 15 these -- the questions and answers on this page refer 16 to benchmarking studies used in setting base salaries 17 and incentive compensation? 18 A. Yes. 19 Q. Regarding those benchmarking studies, are 20 you aware of any situation at Avista where an 21 employee's salary was lowered because their salary was 22 above the median or means of a comparison group of 23 companies? 24 A. I don't study those reports over the last 25 two decades so I don't know that I could answer that</p>	<p>1 or operating measures, can you give me a couple 2 examples there? 3 A. Yes. So for our cost-per-customer 4 measure that we have, it is based on certain 5 expectations of where we expect our expenses to be, 6 and we set certain targets that if we exceed those 7 targets -- and what I mean by that is we -- our cost 8 per customer is less than we anticipate it to be, then 9 there is a savings to the company, and those are 10 shared with the -- with -- or shared as part of the 11 incentive plan. 12 Q. So that would -- but that savings to the 13 company would provide a direct benefit to customers 14 through keeping rates lower than they otherwise would 15 have been, correct? 16 A. That's correct. 17 Q. So are these operating measures or 18 metrics designed to reflect direct benefits to 19 customers? 20 A. Yes, they are. 21 Q. Okay. 22 And we don't need to argue about whether 23 the financial metrics provide a direct or indirect 24 benefit. I'm just talking here about the cost per 25 customer. Understand?</p>
Page 203	Page 205
<p>1 question for you. 2 MS. SUETAKE: Okay. Thank you. That's 3 all my questions. 4 JUDGE O'CONNELL: Okay. Thank you. 5 Mr. Meyer, if you would please turn your 6 video back on. If you would like to redirect. 7 And, Ms. Suetake, you can turn yours off 8 for the moment, unless you need to be heard. 9 10 REDIRECT EXAMINATION 11 BY MR. MEYER: 12 Q. There was some discussion, Ms. Andrews, 13 about the cost per customer metric. Do you recall 14 that exchange? 15 A. Yes. 16 Q. Okay. 17 And is there a distinction between 18 financial performance metrics and operating metrics? 19 A. Yes. 20 Q. Can you give me an example of a financial 21 performance metric. 22 A. I'm trying to recall all of the pieces, 23 but earnings per share, for example, would be an 24 obvious one. 25 Q. And contrary-wise, the operating metrics</p>	<p>1 A. Yes, I do. 2 MR. MEYER: Okay. That's all I have. 3 Thank you. 4 JUDGE O'CONNELL: Ms. Suetake, do you 5 have anything you wanted to follow up on within that 6 narrow scope? 7 MS. SUETAKE: It's actually just a 8 clarification of something Ms. Andrews earlier said 9 about the chart in the rebuttal, and this might go to 10 a revised exhibit. I just want to make sure I have 11 the correct number. 12 JUDGE O'CONNELL: Now, is this the chart 13 on Page 34 of 69? 14 MS. SUETAKE: No. Sorry. This is in 15 Ms. Andrews' rebuttal testimony, Table 12. I just 16 wanted to make sure I understood something that I 17 thought I heard. 18 THE WITNESS: Sorry. Can you direct -- 19 you said it's my rebuttal testimony, Table 12? 20 MS. SUETAKE: Table 12 on Page 38. 21 JUDGE O'CONNELL: Mr. Meyer, are you 22 raising your hand? 23 THE WITNESS: I believe what you mean is 24 it's related to insurance. 25 MS. SUETAKE: Yes, insurance. Sorry.</p>

Page 206	Page 208
<p>1 It's not specifically about a recross; it's just 2 making sure I understood whether or not a number was 3 revised. 4 THE WITNESS: Okay. 5 JUDGE O'CONNELL: Yes. Ms. Suetake, go 6 ahead. I want to hear if this is -- I want to hear 7 whether this is admissible, so go ahead. 8 MS. SUETAKE: I understand. 9 10 RECROSS-EXAMINATION 11 BY MS. SUETAKE: 12 Q. Ms. Andrews, I might have misheard this, 13 but in the line for directors and officers liability 14 for the -- are now posted for December 2021, that 15 1.029 million -- 16 A. Yes. 17 Q. Has that number been revised again or is 18 that just -- that's the most updated number we have? 19 A. So that is -- when I did my rebuttal 20 testimony, I was able to incorporate the most recent 21 D&O insurance invoices that we had received. That is 22 a part of that number. 23 Of course, we do reduce that by 24 10 percent, which is the line in that table that 25 reduces basically D&O insurance. The 1.029 gets</p>	<p>1 THE WITNESS: Good afternoon. 2 MR. BALASBAS: So I'd like to start with 3 a follow-up question during the last part of the 4 discussion and questions we were having with 5 Ms. Rosentrater, Mr. DiLuciano, and Mr. La Bolle on 6 the accounting of the business case spending. 7 So -- then obviously they deferred that 8 question to you, so I'd like to -- I'd like to ask 9 again, am I understanding correctly that what Avista 10 is presenting for recovery in this case are for the 11 business cases for each of those projects? 12 So first, is that correct? 13 THE WITNESS: Yes, it is. 14 MR. BALASBAS: Okay. 15 So then for all of the different plans 16 and descriptions of other pieces that the other 17 witnesses had described, those business cases, if I 18 understand correctly, effectively roll up and are kind 19 of described in those plans in more general terms; is 20 that correct? 21 THE WITNESS: Yes, that's correct. 22 MR. BALASBAS: Okay. Thank you. 23 I do have a couple of questions on 24 wildfire, but before I do that, I'll turn to my 25 colleagues to see if they have any follow-up on that</p>
Page 207	Page 209
<p>1 further reduced by 10 percent to meet the requirements 2 of Docket UE-090134 for electric, gets reduced by 3 10 percent there, if you see that. 4 Q. Yes, I do. Okay. 5 So this is the most updated number? 6 A. Yes, it is. 7 MS. SUETAKE: Okay. Thank you. That's 8 all the clarification I needed. 9 JUDGE O'CONNELL: Okay. 10 Mr. Meyer, let me ask if you have recross 11 on that clarification of that number. 12 I'm sorry. Redirect. 13 MR. MEYER: No, I do not. 14 JUDGE O'CONNELL: Okay. Thank you. 15 Then we're going to turn to questions 16 from the bench that the Commissioners have prepared 17 for Ms. Andrews. 18 Ms. Suetake, you can go ahead and turn 19 off your video. 20 I will turn it over now to the 21 Commissioners for bench questions of Ms. Andrews. 22 Commissioner Balasbas, go ahead. 23 MR. BALASBAS: Thank you, Judge 24 O'Connell. 25 Good afternoon, Ms. Andrews.</p>	<p>1 specific accounting piece. 2 THE WITNESS: Because I'd be happy to 3 provide some clarification if you like. 4 MR. BALASBAS: Sure. I will give you 5 that opportunity to go ahead and do that. 6 THE WITNESS: Okay. 7 So those investment plans that are 8 included in Ms. Rosentrater's testimony obviously are 9 high-level -- like distribution, transmission -- or 10 distribution plans or substation infrastructure plans. 11 They're meant to be an overview across the company. 12 What we include in this case and we talk 13 about in each of our capital witnesses or the 14 witnesses that have capital additions, is we included 15 the business cases for each of our investments. And 16 for the most part 95 percent of our investments -- or 17 our business cases have one expenditure requisition, 18 is what we call, that helps it break down these costs. 19 And it's really -- our first level of accounting-wise 20 is the ER number, expenditure requisition number, and 21 for the most part, as I mentioned, many of them have 22 one ER, and we will have -- they may be specifically a 23 substation ER, a transmission ER, you know, a 24 distribution ER, that sort of thing. 25 We do have occurrences -- a really good</p>

<p style="text-align: right;">Page 210</p> <p>1 example is our Saddle Mountain project, which is one 2 specific project. It might have a few ERs because it 3 might have -- it would have a breakdown of some 4 substation costs, it would have some transmission 5 costs, its would have some communication costs. It's 6 still broken down so that as we work through that 7 specific project, those costs are separately 8 identified and recorded on our accounting system so 9 that there is no way to double-count or triple-count. 10 It's fully tracked within our system at -- whether it 11 be the expenditure level, or if we need further 12 detail, we also have what's called a budget item that 13 allows us to track at whatever level we need to, but 14 then can roll up to an ER, for example, to know 15 exactly what our costs are. So there is no 16 opportunity to double-count any of those costs. 17 MR. BALASBAS: Okay. Thank you. I 18 appreciate that clarification. 19 So I'd like to turn now for a few 20 questions on the wildfire expenses, and I'd like to 21 start with question of what wildfire capital and 22 operating expenses are included in the test year? 23 THE WITNESS: Okay. So for our test 24 year, being 2019, for the wildfire resiliency plan, we 25 did not -- you know, we were beginning to do the plan</p>	<p style="text-align: right;">Page 212</p> <p>1 THE WITNESS: Yes, and I've got actually 2 a great table -- at least I think it is -- on Page 130 3 of EMA-6T. In order to try to provide some clarity 4 around the wildfire expense -- 5 And I'll give you a chance to get there; 6 I just will set it up. 7 I provided this table to provide some 8 clarity because I could understand the confusion that 9 that was there. So if you look at Table No. 32 on 10 Page 130 of my EMA-6T -- 11 I'll let you tell me when all three of 12 you are there. 13 MR. BALASBAS: I'm looking at it right 14 now. 15 THE WITNESS: Okay. Perfect. 16 So what I've done there is I've tried to 17 separate the cost between normal operating vegetation 18 management, and while I will say that obviously our 19 wildfire expenses are not all risk tree, there are 20 some other costs, but for the most part it is around 21 this wild risk -- this wild fire risk tree vegetation 22 management. 23 Our normal operating veg management that 24 was included in our test year, as you can see on that 25 Table 32, shows that there's about \$6.4 million. We</p>
<p style="text-align: right;">Page 211</p> <p>1 in 2019, as I think we've said either at the workshops 2 or recently, that, you know, we've been working on 3 that plan for a few years -- for a few years before we 4 filed it in middle of last year. 2019 was our 5 historical test year, so we did not have any wildfire 6 capital or wildfire -- what is designated as wildfire 7 expense in our test year. 8 We separately track our wildfire expenses 9 from anything else, so I know that there has been some 10 confusion, I think by staff, regarding, okay, we've 11 had vegetation management, for example, and we've 12 obviously had that for years, and I have a table in my 13 testimony that shows what those wildfires -- or, 14 excuse me, those vegetation management expenses have 15 been, but we separately track those by a separate code 16 that we know exactly how much is wildfire and exactly 17 how much that existing vegetation management cost is. 18 Does that answer your question? 19 MR. BALASBAS: I think it does, but let 20 me clarify. 21 So what I'm hearing you say is in the 22 2019 test year, any of those expenses, such as 23 vegetation management, for example, are not -- are not 24 tied to the wildfire plan but are considered -- are 25 they considered business as usual expenses?</p>	<p style="text-align: right;">Page 213</p> <p>1 have since revised that going forward to be 2 6.1 million. And you can see that that is the plan 3 going forward. That's going to be our ongoing normal 4 maintenance. 5 Beginning in 2020 -- and bear in mind, 6 there is only, you know, five or six months from when 7 the plan started, that's the reason why for the 8 smaller million and a half dollars there for 2020, we 9 had specifically identified and tracked wildfire risk 10 tree cost of 1.5 starting in 2020. 11 And then going forward, you can see what 12 the plan is, and these are Washington's share of those 13 costs -- of our overall costs for this plan. 14 And as we go through time, you can see 15 what -- how it grows in '21 and '22, and, of course, 16 as I explained on my test -- my testimony, I actually 17 used a pro rata amount to come up with a rate period. 18 So I have three months of the 2020 -- '21, and I have 19 a nine month of 2022, that come up with that rate 20 period value. 21 But I recognized that in -- because my 22 test period level for the ongoing vegetation 23 management was 6.4, but yet we only expect it to be 24 6.1, I actually reduced the portion that we included 25 for wildfire expense by Washington's share, which was</p>

<p style="text-align: right;">Page 214</p> <p>1 184,000, so I basically eliminated any duplication, to 2 be sure. And then that's how we ended up with -- we 3 basically have in our case 6.1 million of normal 4 operating vegetation management and 4.025 for -- 5 specifically associated with wildfire, and for the 6 most part it's the risk tree vegetation management. 7 MR. BALASBAS: Okay. Thank you. I 8 appreciate that. And thank you for pointing me back 9 to that table after I had initially read it. 10 So you touched on this in your 11 explanation just a minute ago about the six months of 12 spending in 2020 on the wildfire expenses. So am I 13 correct in assuming that the company is stating that 14 it has no wildfire capital or operating expenses in 15 the first half of 2020? 16 THE WITNESS: Not that we had designated 17 as wildfire, no. 18 No, we -- no. I'll just say, no, we do 19 not, because in that first six months we were still 20 operating our vegetation management, we had not ramped 21 up any of the capital additions in 2020, and we had 22 not started the risk tree vegetation management, those 23 expenses, until the second half of 2020. 24 MR. BALASBAS: Okay. All right. 25 Now, I'd like to ask just a general</p>	<p style="text-align: right;">Page 216</p> <p>1 pressure to do more, because what's going to be really 2 important is getting that -- the risk tree area and 3 the vegetation management is a very important part of 4 our plan, and we need to move from the five-year that 5 we do now of getting through our system -- there's 6 areas we need to get through -- get to now, especially 7 those risk areas. 8 And so we absolutely will ramp those 9 costs up, but at some point we expect that those costs 10 would start to decline. And so in my mind it is just 11 as important to have this balancing account not only 12 to protect the company but, more importantly, to 13 protect your customers, because you can see, the last 14 several years of that -- of our plan those costs are 15 going to go down, and so if we don't hit -- if we 16 don't have a balancing account -- a two-way balancing 17 account, then there's -- in my mind there's absolutely 18 going to be a point in time where we are 19 over-collecting vegetation management from our 20 customers, and so this is a way of protecting it. 21 So whether you want to call it a tracker 22 or however, I mean, it certainly is a form of tracker. 23 I just didn't see it as a full mechanism, so that's 24 why we had proposed just a balancing account that we 25 could track the costs and then update that level in</p>
<p style="text-align: right;">Page 215</p> <p>1 question about the two-way balancing account, and then 2 I will defer to my colleagues for other questions 3 here. 4 So my main question here is: Why a 5 two-way balancing account? Or is it the same as 6 proposing a tracker fore those expenses? 7 THE WITNESS: It could. You could 8 consider it, basically. But I'm going to take this in 9 two parts: one, why a two-way balancing account. And 10 so I want to take you to Page 134 of my testimony, and 11 there is an Illustration No. 2, that basically shows 12 our expectation of our expenses, and so when I thought 13 about the level of expenses to build in this -- into 14 this case and what our expectation is over the 10-year 15 plan, and I was also taking into consideration the 16 fact that we would -- we would be looking -- we could 17 be looking at multiyear rate plans and things like 18 that. 19 So the way I look at this is when you 20 look at this chart you can see that we begin to ramp 21 up for the next two or three years the vegetation 22 management expenses, and I know that you're going to 23 talk to Mr. Howell, possibly, later on, and what he 24 would -- he would say that these level of expenses we 25 absolutely do expect. In fact, we think we will have</p>	<p style="text-align: right;">Page 217</p> <p>1 the future, in any case, and guarantee that customers 2 pay no more, no less than our actual costs. 3 MR. BALASBAS: Okay. 4 So just two more questions related to 5 this and then I will defer to my colleagues for 6 others. 7 So would this balancing account include 8 just operating expenses or both operating and capital 9 expenses for the wildfire -- 10 THE WITNESS: This balancing is only for 11 expenses only. All that we have included in this case 12 is an assumption that we would pro form in capital 13 additions in each future general rate case, but the 14 expenses, it's harder -- kind of harder to do that. 15 MR. BALASBAS: Okay. Thank you for that 16 clarification. 17 And then related to that, did Avista 18 consider -- or has Avista considered another -- a 19 different proceeding other than a general rate case to 20 true up these expenses? Both maybe on -- like on the 21 expense side. 22 A. We have not. That typically has not 23 been -- we don't -- we don't typically have a lot of 24 deferral mechanisms and trackers that we -- Avista 25 trues up. Obviously there's other avenues, like some</p>

Page 218	Page 220
<p>1 form of CRM mechanism or something like that, that 2 could track both capital and expense, and the company 3 is certainly not opposed to that. 4 I know I talked briefly about the CRMs in 5 my testimony because they were brought up by other 6 parties, and we would welcome that, obviously. I 7 think that with wildfire, my only request is that if 8 we do go down that avenue, that's different from the 9 CRM that's in place today for the AldylA mechanism, 10 for example. That was something that was mainly just 11 capital. There really wasn't this enhanced O&M side 12 to that particular project, where in this case 13 wildfires is just as much an expense issue as it is a 14 capital issue. 15 And I can say I think wildfire, as an 16 example, the increase in wildfire expense above our 17 current level, for example, of veg management, is like 18 a 68 percent growth in expense. So we see that as 19 material, and material enough to do something about. 20 And so whether that be a deferral mechanism, a 21 balancing account, or some other form of capital and 22 expense tracker, we obviously are open to that, and we 23 are open to any changes annually, reporting, whatever 24 the Commission decides is appropriate. 25 MR. BALASBAS: Okay. Thank you. That's</p>	<p>1 that does most of the insurance and works with others 2 in the company. And they were having ongoing 3 discussions with our insurance companies and policy 4 providers, and concerns over wildfire risks across the 5 United States, that obviously there was an expectation 6 that those were going to impact our premiums. 7 And, in fact, the initial numbers that 8 were given to us as possibilities, I didn't even go 9 that far when we pro formed it in our case. So we 10 were pleased to see that our company was able to work 11 with those insurance companies and make changes. 12 I'm not the insurance -- I'm not the 13 person in our company that has those conversations so 14 I don't know how much more clarity I can provide you, 15 but I can assure you there are conversations going on 16 to see, you know, can we do different layers, can 17 we -- you know, what should our deductible be. All of 18 those things are happening to try to keep those 19 expenses lower, and we saw that with the actual 20 invoices that were received. So the original 21 discussions and concerns and things that we were 22 hearing, saying, This is what you guys could be seeing 23 coming your way, they managed to work those down and 24 even get them lower than what we had pro formed in the 25 case, which were lower than numbers we had originally</p>
Page 219	Page 221
<p>1 all I have for now. 2 THE WITNESS: Thank you. 3 MR. DANNER: So, Ms. Andrews, can you 4 tell me, what is the company doing to keep insurance 5 rates down -- insurance costs down? I mean, are 6 you -- have you presented the wildlife mitigation plan 7 to insurers? What conversations are ongoing? What 8 hope do we have in this area? 9 THE WITNESS: Well, and, you know, this 10 kind of leads to -- in a way this leads to the level 11 of insurance that we filed on our direct. In our 12 direct case we significantly -- we overstated what 13 insurance was that we expected to have, and most of it 14 was around wildfire. And part of that was because 15 there were (inaudible) -- 16 THE REPORTER: I'm sorry. You cut out 17 and I missed something. You said, "And part of that 18 was because there were." 19 THE WITNESS: I'm not sure so I'll just 20 start over, if that's okay. Not all the way to the 21 beginning but start over a little bit. 22 When we first filed our direct case, I 23 admit that we overstated those wildfire expenses, and 24 that was because of conversations with our risk -- our 25 risk -- our director of risk in this company around --</p>	<p>1 been given. 2 So I know that, you know -- 3 unfortunately, when it comes to insurance, and 4 especially property insurance and those kinds of 5 things, there's outside sources or outside impacts 6 that are having, obviously, an impact on our insurance 7 premiums directly. Even if many of those fires or 8 many of those other lawsuits or things that are 9 happening across the United States to put pressure on 10 insurance premiums aren't caused by us, we're still 11 going to feel some of that pain. But we do work very 12 closely with our insurance providers to see what can 13 we do to reduce those expenses. 14 MR. DANNER: All right. Thank you. 15 Now I want to ask you a question about 16 the union wages. You testified in your rebuttal that 17 the three percent union increased its expenses to be 18 approved in the fourth quarter of '21, and considering 19 the known and measurable standard, what certainty can 20 you assure that that increase is going to remain at 21 three percent and not be lowered or raised or delayed? 22 THE WITNESS: Yes, I would love to give 23 more certainty. I can tell you they are still working 24 through those negotiations, and there is an 25 expectation that fourth quarter it would go for</p>

<p style="text-align: right;">Page 222</p> <p>1 ratification.</p> <p>2 And the -- the only certainty I can give</p> <p>3 you is that typically they -- the increases have been</p> <p>4 similar to -- very similar to and are -- and I -- I</p> <p>5 know I have to be careful because of confidentiality.</p> <p>6 I'm not a part of those conversations, but I can say</p> <p>7 typically they have been similar increases to --</p> <p>8 between nonunion and union, and I know we even</p> <p>9 responded -- you know, when it comes to ratification</p> <p>10 of those contracts, in the past 10 years -- so just</p> <p>11 providing some history, because I don't know what's</p> <p>12 going to happen, but in the past 10 years, when we</p> <p>13 have had contract negotiations that have finalized</p> <p>14 after the expiration of those previous contracts, they</p> <p>15 have been retroactive to when that contract expired.</p> <p>16 So, for example, the last contract</p> <p>17 expired I believe at the end of February of 2021, and</p> <p>18 so even though we have not agreed to any labor change</p> <p>19 at this point in time, that -- if history is any</p> <p>20 indication, that if a contract is approved, they would</p> <p>21 more than likely make it retroactive to March of 2021.</p> <p>22 MR. DANNER: So I'm just trying to figure</p> <p>23 out how to go with this, because you say you don't</p> <p>24 know what's going to happen and we have a known</p> <p>25 measurable standard. How does this not knowing fit</p>	<p style="text-align: right;">Page 224</p> <p>1 I am -- I know that I'll -- the labor --</p> <p>2 the amount of labor that we have pro formed into this</p> <p>3 case is conservative and understated what we will</p> <p>4 actually see during the rate effective period.</p> <p>5 MR. DANNER: All right. Thank you.</p> <p>6 MS. RENDAHL: Ms. Andrews, I have a few</p> <p>7 questions for you.</p> <p>8 I guess first, do you know if the</p> <p>9 company -- are you aware if the company is planning to</p> <p>10 file a rate case in the fall of 2022?</p> <p>11 THE WITNESS: I don't know the exact</p> <p>12 timing of our -- when our filings would be. The fall</p> <p>13 of 2022 seems probably a little far out there because</p> <p>14 that obviously is the end of the rate effective</p> <p>15 period.</p> <p>16 So I -- my assumption would be that we</p> <p>17 would file some -- a general rate case sometime in</p> <p>18 earlier of 2022.</p> <p>19 MS. RENDAHL: Okay.</p> <p>20 And that rate case, under the new law,</p> <p>21 will have to include multiyear rate plans, correct?</p> <p>22 THE WITNESS: Yes, it would.</p> <p>23 MS. RENDAHL: Okay.</p> <p>24 And so for the wildfire tracker covering</p> <p>25 a 10-year period, that would seem to be somewhat</p>
<p style="text-align: right;">Page 223</p> <p>1 into that standard? I'm just trying to figure out how</p> <p>2 we need to deal with this, and I will welcome your</p> <p>3 thoughts on it.</p> <p>4 THE WITNESS: Well, I definitely</p> <p>5 understand your dilemma, and we knew it would be a</p> <p>6 dilemma when we were building it in. We had hoped</p> <p>7 that we would have those contract negotiations</p> <p>8 completed by now, but unfortunately I cannot tell you</p> <p>9 at this time that that has occurred.</p> <p>10 Although it is certainly something that</p> <p>11 we would be happy to track, and if there's any</p> <p>12 differences from what we collect from customers, we</p> <p>13 can return it.</p> <p>14 MR. DANNER: I guess a follow-up to that</p> <p>15 is about offsetting factors. Has the company</p> <p>16 considered offsetting the costs of the wage</p> <p>17 adjustment?</p> <p>18 THE WITNESS: Sorry. Can you be more --</p> <p>19 I'm not sure I'm following your question.</p> <p>20 MR. DANNER: Well --</p> <p>21 THE WITNESS: Well, maybe this might</p> <p>22 help, that, you know, what we built into this case was</p> <p>23 basically labor assumptions through March of '21,</p> <p>24 whereas the rate period that will be in effect is</p> <p>25 going to go from October of 2021 through 2022.</p>	<p style="text-align: right;">Page 225</p> <p>1 awkward, then, covering over into a multiyear rate</p> <p>2 plan. How do you reconcile the request for the</p> <p>3 balancing account with looking at multiyear rate plans</p> <p>4 in the future?</p> <p>5 THE WITNESS: Well, if -- hopefully I'm</p> <p>6 understanding your question correctly, but the</p> <p>7 balancing account will only be expenses, and so the</p> <p>8 balancing account, whatever we build into this case,</p> <p>9 or let's say we build into the next case, we will</p> <p>10 build a level of expense expected, you know, maybe for</p> <p>11 the first year, and even if we do a multiyear plan</p> <p>12 where maybe it revised that level, we would always be</p> <p>13 able to, for the balancing account, say what is the</p> <p>14 base in the particular rate year.</p> <p>15 So let's say you had -- let's say rate</p> <p>16 year one had \$5 million of expense and -- I don't know</p> <p>17 yet how we will manage rate year two, but let's just</p> <p>18 say it was some kind of a growth factor, escalation or</p> <p>19 something, and so that would grow three percent. We</p> <p>20 could certainly look at the expenses in the base year,</p> <p>21 we could escalate that by three percent, for example,</p> <p>22 to say that's your new base, and then you could track</p> <p>23 the difference. Or we could always leave the base</p> <p>24 alone and then just track the difference up or down</p> <p>25 based on that base. And so I don't see it as really</p>

<p style="text-align: right;">Page 226</p> <p>1 being an issue for expenses. 2 When it comes to capital, we -- capital, 3 we will pro form in that first -- in that next rate 4 case, we would pro form in the capital additions that 5 have not already been included in this case. 6 So, for example, we only pro formed 7 wildfire capital through December of 2021. So when we 8 come in for a new case, we would pro form in -- 9 whatever was not approved by this Commission, we would 10 build in 2022 capital and so on, and because we would 11 be pro forming those capital costs, I don't see it as 12 being any different than any other pro forma capital 13 or provisional capital, or whatever we include in 14 future cases, I don't see it as being any different. 15 If you were to do a tracker, I would 16 assume it would be -- it could be similar to like 17 AldyIA, for example. We have a CRM or AldyIA, or 18 there is a mechanism available. But back when that 19 mechanism first came to fruition, the company said, We 20 believe it's a part of our normal operating 21 procedures. We didn't ask for the mechanism. And at 22 that particular time we had also had a -- an attrition 23 study that started with balances and escalated out, 24 and I do recall -- and now the -- which -- the 25 Commissioner is escaping me, that basically -- and it</p>	<p style="text-align: right;">Page 228</p> <p>1 exception to that is the Colstrip, and for reasons -- 2 Colstrip, we actually went out to the rate effective 3 period because of the short-life nature of that asset 4 having to be included in rates by 2025. So we kind of 5 took it as a special animal. 6 When it comes to expenses, for the most 7 part with expenses, if you look at some of the other 8 things we've done with labor, property tax, insurance, 9 ISIT, we built in expenses that truly were known 10 immeasurables. They may not have been when we direct 11 filed, but the expectation was that by the time we 12 were at rebuttal those costs would be known and 13 measurable. 14 With wildfire, because of the growth in 15 those expenses and the importance of the wildfire 16 plan, and just the whole approach to this plan and 17 what we know that we need to do, we tried to set it as 18 a rate period. So there really isn't other costs that 19 we went to the rate period other than wildfire. 20 But that's also in part why we thought a 21 balancing account would be useful, because it would 22 eliminate any concern that because those expenses 23 aren't known and measurable today and they could vary, 24 that balancing account would protect customers by 25 insuring that if we don't spend what we say we're</p>
<p style="text-align: right;">Page 227</p> <p>1 wasn't one of you. One of the Commissioners saying, 2 you know, you guys are in for a multiyear plan here. 3 Don't even think of coming in because you've got an 4 escalation. 5 So I know there was an issue back then. 6 And so we don't have that particular 7 mechanism. We just pro formed it in as a part of our 8 normal general rate case. 9 MS. RENDAHL: Okay. 10 Just -- in terms of the company's 11 pro forma proposals in this case, I guess in 12 particular about wildfire, you've based them on 13 various timelines, including actual and projected 14 costs. So did the company consider proposals for 15 pro forma capital and expense adjustments using the 16 same timeline, such as everything from August 2020 to 17 September 2021, or all of 2021 for both adjustments? 18 THE WITNESS: Well, you know, I look at 19 capital and expenses somewhat differently. 20 With capital, we try to look at a way to 21 pro forming capital that would be acceptable to the 22 parties. As you know, we pro formed in 2020 capital, 23 but we only asked for four specific other projects, 24 one of them being wildfire. And for the most part we 25 only included capital through 2021. The only</p>	<p style="text-align: right;">Page 229</p> <p>1 going to say -- or we don't spend what we say we are 2 going to spend, that it would be a part of that 3 balancing account that would get deferred. 4 Does that answer your question? 5 Ann looks like she's frozen to me. I 6 don't know how she looks to the rest of you. 7 JUDGE O'CONNELL: This is Judge 8 O'Connell. Yes. I'm also seeing that -- 9 Let's just give one moment to make sure 10 that she heard your answers. It might be something 11 where she can hear the answer but can't -- 12 THE WITNESS: When she comes back, can 13 you just tell her, if she didn't hear it, it was a 14 great answer? 15 MR. DANNER: She will have access to the 16 transcript, I'm sure. 17 THE WITNESS: It was worth a shot. 18 MR. DANNER: She'll be right back. 19 JUDGE O'CONNELL: Let's just pause. 20 MS. RENDAHL: Okay. Can you hear me now? 21 THE WITNESS: Yes. 22 MR. DANNER: Yes, we can. 23 MS. RENDAHL: I was just texting that I 24 didn't have anything further, but it looks like you've 25 gone ahead, so that's just fine.</p>

<p style="text-align: right;">Page 230</p> <p>1 JUDGE O'CONNELL: We haven't moved 2 beyond. We just wanted to make sure that you had 3 heard Ms. Andrews. 4 MS. RENDAHL: I did. I was trying to 5 talk, and obviously the system was disconnecting me. 6 So sorry about that. 7 JUDGE O'CONNELL: Okay. 8 Well, I guess no more questions, so thank 9 you, Ms. Andrews, for your testimony. 10 Mr. Meyer, has anything that we brought 11 up sparked the need to clarify? 12 MR. MEYER: It has. I'm going to keep 13 this really short. 14 JUDGE O'CONNELL: Okay. Go ahead. 15 MR. MEYER: Thank you. 16 17 FURTHER REDIRECT EXAMINATION 18 BY MR. MEYER: 19 Q. Commissioner Balasbas asked about 20 wildfire, call it tracking mechanisms or what have 21 you, or deferral mechanisms. So my question of this 22 witness is: Has, in fact, the company put before you 23 a wildfire deferral mechanism for your consideration? 24 A. Yes. Yes, you're right. I keep 25 forgetting that that's been pulled into the case, that</p>	<p style="text-align: right;">Page 232</p> <p>1 expenses. 2 MR. MEYER: Very good. Thank you. 3 JUDGE O'CONNELL: Okay. Thank you. 4 We have no further questions for 5 Ms. Andrews, so, Ms. Andrews, thank you for your 6 testimony. You're excused. Thank you. 7 THE WITNESS: Thank you. 8 And I just want to say it was very nice 9 seeing all of your faces for a change. 10 Have a good day. 11 JUDGE O'CONNELL: Mr. Meyer, I think we 12 have time for one more Avista witness that we have 13 bench questions for. 14 I would like to pass along to you that we 15 do not have any bench questions for your witness 16 Thackston, and as staff and Sierra Club have waived 17 their cross, Thackston can be excused. 18 MR. MEYER: All right. Thank you very 19 much. 20 JUDGE O'CONNELL: Thank you. 21 With that, I'd like to move on to the 22 next witness, and I think that's Mark Thies. 23 If we could please have him come testify 24 on camera. 25 We'll take a little breath, and this will</p>
<p style="text-align: right;">Page 231</p> <p>1 the company has proposed to defer the wildfire 2 expenses only -- it does not include capital -- for 3 the period January 1 through September 30th of 2021. 4 And the expectation there is to allow us to recover 5 those important expenses during the period before new 6 rates go into effect. It allows us to recover those 7 costs. 8 We have already absorbed any 2020 level 9 of expense, but this would allow us to recover at 10 least the nine months of those wildfire expenses that 11 without this deferral mechanism we would have no other 12 chance at recovering. 13 Q. Are those type of expenses materially 14 different in character or kind from 2020 wildfire 15 expenses? 16 A. No. And they would even more so be 17 associated with a wildfire risk tree, that's where a 18 lot of those costs and stuff should be coming from, 19 but, yes, they are consistent with the types of 20 expenses that we spent for wildfire the first six 21 months of the year. 22 Q. And is it your understanding that staff 23 has not objected to 2020 wildfire expenses? 24 A. Right. My understanding is that that is 25 what the staff has proposed, is 2020 level of</p>	<p style="text-align: right;">Page 233</p> <p>1 be our last witness for the day, and then we will pick 2 up on Friday morning. 3 MR. MEYER: Very good. Thank you. 4 So calling to the stand Mr. Mark Thies. 5 I'll give him just a moment to collect his materials. 6 MR. THIES: Can you hear me? 7 MR. MEYER: Are you hearing Mr. -- 8 JUDGE O'CONNELL: Yes. 9 MR. THIES: Okay. Thank you. 10 MR. MEYER: Okay. So I'll get off the 11 screen in a second, but for the -- have you been 12 sworn? 13 MR. THIES: No. 14 JUDGE O'CONNELL: No. Let's go ahead and 15 do that now. 16 Mr. Thies, will you please raise your 17 right hand. 18 (Witness sworn) 19 JUDGE O'CONNELL: Thank you. 20 MR. MEYER: For the record, please state 21 your name and your position with this employer. 22 THE WITNESS: My name is Mark Thies, and 23 I'll spell it because it's different. T-h-i-e-s. I'm 24 the executive vice president and CFO and treasurer of 25 Avista.</p>

Page 234	Page 236
<p>1 MR. MEYER: All right. Thank you. 2 He's available for any questioning. 3 JUDGE O'CONNELL: Okay. Thank you, 4 Mr. Meyer. I will turn it over directly to the 5 Commissioners. 6 MS. RENDAHL: Good afternoon, Mr. Thies. 7 How are you? 8 THE WITNESS: Good afternoon, 9 Commissioner. Great. 10 MS. RENDAHL: Okay. 11 I just have a -- I think we just have a 12 couple questions for you, and I'll start. 13 Do you have your rebuttal testimony in 14 front of you? 15 THE WITNESS: I do. 16 MS. RENDAHL: Okay. 17 On Page 3, starting at Line 19, you state 18 that the level of capital investment in recent years 19 has been driven primarily by the business need to fund 20 a greater portion of the departmental requests for new 21 investments that in the past were unfunded or 22 underfunded, correct? 23 THE WITNESS: What lines, again? I'm 24 sorry, Commissioner. 25 MS. RENDAHL: Starting at Line 19, at</p>	<p>1 ratepayers that fund these requests, correct? 2 THE WITNESS: Yes, when it gets into rate 3 base, yes, it is paid for through rates. As it gets 4 into used and useful and into rate base. 5 MS. RENDAHL: So turning to your initial 6 testimony, that's MTT-1T. Do you have that in front 7 of you? 8 THE WITNESS: I do have to find it. 9 MS. RENDAHL: No problem. 10 THE WITNESS: I am there. 11 MS. RENDAHL: Okay. 12 So if you would look at Page 36, starting 13 at Line 12, and going onto the -- 14 THE WITNESS: Okay, I'm on Page 36. 15 And I don't hear the Commissioner 16 anymore. I believe she may be frozen. 17 JUDGE O'CONNELL: Yes. 18 Commissioner Rendahl, we lost you for a 19 moment. 20 MS. RENDAHL: Can you hear me now? 21 JUDGE O'CONNELL: We did not hear any of 22 the question, but you are back, and we can hear you. 23 MS. RENDAHL: I have a bad network 24 quality so maybe I will defer to one of my colleagues 25 to ask this question.</p>
Page 235	Page 237
<p>1 least on my -- 2 THE WITNESS: Okay, I'm there. I'm 3 there. 4 MS. RENDAHL: You got it? Okay. 5 THE WITNESS: Yes. Correct. 6 MS. RENDAHL: So who is it that funds or 7 pays for these departmental requests? 8 THE WITNESS: The company does. The 9 company funds the capital, that goes through the 10 capital planning group. So our capital requests come 11 in from the departments, and there's a flowchart in 12 my, I think, direct testimony that describes the 13 process, but then it goes to the capital planning 14 group to prioritize the capital, and that's where 15 some -- some of the costs, as we constrain the capital 16 to \$405 million, or have for the last several 17 years -- you know, certain cost requests come in above 18 that, and we have to prioritize what makes the most 19 sense to fund based on the business needs and risks 20 associated with either funding or not funding that 21 capital. 22 That's done at the capital planning group 23 and then brought up to the officers and ultimately the 24 finance committee and board of directors for approval. 25 MS. RENDAHL: But it's ultimately the</p>	<p>1 MR. DANNER: Mr. Balasbas, do you want to 2 take this one? 3 MR. BALASBAS: Sure, I can take this one. 4 Good afternoon, Mr. Thies. 5 And so to clarify this question, in your 6 direct testimony you had discussed the need for 7 mitigating cash-flow impacts and for credit metrics 8 for returning the tax benefits related to IDD No. 5 9 and then meters costing less than \$200. Do you 10 remember that testimony? 11 THE WITNESS: Yes. 12 MR. BALASBAS: All right. 13 So I'd like to ask you a question. Why 14 do you believe that amortizing the return of those tax 15 benefits over only -- over two years is necessary to 16 mitigate cash flow and credit metrics in this case, 17 but if there are any remaining amounts, amortizing it 18 over 10 years will not lead to any need to mitigate 19 cash flow or credit metric issues? 20 THE WITNESS: There -- it doesn't mean 21 that there will not be any need to mitigate some of 22 that, but it is a lesser -- the faster the 23 acceleration of all of those benefits hurts the credit 24 metrics to where our credit metrics could fall below 25 the level where we are currently rated and could</p>

<p style="text-align: right;">Page 238</p> <p>1 result in a possibility of a downgrade. So keeping it 2 to two years, as we recommend in this case or suggest 3 in this case, we believe we can point to the rate 4 agencies and suggest it's a short-term thing to get 5 our customers through. 6 And remember, when we started this we 7 were in the middle of COVID, and trying to offset the 8 negative impacts of what's out there for COVID to 9 offset the impacts to the customers' bills, and then, 10 you know, when that -- when that comes back, we would 11 be back to earning our normal cash flows, and the 12 rating agencies could look through the short-term 13 impact and say, Here's how we're going to rate you, 14 and we believe that we would not be impacted 15 negatively from a ratings perspective. 16 The longer that went and the greater 17 amount -- you know, we tried to constrain it to an 18 amount of two years, it was longer, and we did all of 19 those in a short period of time. We believe we ran 20 the risk of having a potential downgrade from the 21 rating agencies. 22 I can't say absolutely that they would do 23 that. That's up to them. They have to run their 24 metrics. But we ran our metrics, and we also 25 consulted with outside banks to determine what their</p>	<p style="text-align: right;">Page 240</p> <p>1 qualify that, I guess. 2 Yes, we do believe in the interim, with 3 respect to this case, we felt it made sense to offset 4 for a period of time. We suggested two years. That's 5 our recommendation. The Commission can determine what 6 they want to do with that, but this is the 7 recommendation that we -- that we've put forth in our 8 case, that we believe makes sense. 9 The acceleration of that faster and to 10 the full extent earlier does put at risk those credit 11 metrics, but the longer period of that does not. We 12 were trying to balance, again, the cost to the 13 customer but then also the credit metrics of the 14 company. So that's why we suggested what we did. 15 And the 10 years, again, if the 16 Commission wanted to have a different outcome, we 17 believe that was reasonable and would not impact 18 negatively enough our metrics that would cause us to 19 have a downgrade. 20 MR. BALASBAS: Okay. Thank you. 21 MR. DANNER: So my only follow-up to that 22 is, you know, we talked about the possibility of a 23 downgrade, and I know you've talked with outside folks 24 and done your own metrics. Are we talking about a 25 likelihood or are we talking about a slim chance?</p>
<p style="text-align: right;">Page 239</p> <p>1 thoughts were, and we believe the way we filed it 2 makes the most sense for, A, the benefit of the 3 customers, to offset the cash impacts in the near 4 term, but also protects the company from a negative 5 downgrade, which we believe would negatively affect 6 the customers. 7 MR. BALASBAS: Okay. 8 I'd like to just touch on that just a bit 9 more, because to me -- and maybe I'm -- maybe I'm not 10 fully understanding, but it seems like a 11 counterintuitive argument, because -- I can understand 12 the potential credit metric impacts and obviously 13 cash-flow impacts if these benefits are returned over 14 a very short period of time. I understand that issue 15 there. 16 I guess what I am trying to -- what I'm 17 trying to grapple with is are you saying that it's 18 okay to do it for a short period of time solely for 19 purposes of zeroing out any potential rate impact to 20 the customers, but you're saying that it's just -- 21 that that should only be a temporary thing, and that 22 the Commission should consider longer amortization of 23 these benefits as maybe a general -- as a general 24 consideration? 25 THE WITNESS: Yes, and then let me</p>	<p style="text-align: right;">Page 241</p> <p>1 Because I hear this get bandied about, 2 you know, fear of a downgrade. What is the -- what is 3 the likelihood? 4 THE WITNESS: The likelihood -- I can't 5 give, you know -- the rating agencies are going to do 6 that. I don't have a percentage that I could give you 7 a likelihood. 8 We were on the bottom edge when we -- 9 when we read our rating agency reports, our -- I use 10 funds from operations, FFO to debt -- comparisons are 11 on the lower end of their metrics for keeping our 12 current rating. So if we go below that and amortize 13 into -- effectively what that means is we reduce our 14 cash flow. To cause that metric to fall below, we 15 would have a stronger possibility of getting a 16 downgrade because we would fall below that metric. 17 If we don't, and we return to those 18 higher levels, then I would say it's a very slim 19 chance of getting a downgrade. But if we had an 20 acceleration of these -- for example, an acceleration 21 of these tax benefits, the entire -- a hundred percent 22 of the total amount -- and Ms. Andrews can have the 23 amount; I don't have the amount right in front of 24 me -- over the two-year period or three-year period, 25 when we ran the math we had a very high risk of a</p>

<p style="text-align: right;">Page 242</p> <p>1 downgrade because we would have fallen below that 2 threshold. 3 Now, that doesn't mean other things can't 4 change, but that's why we recommended it the way we 5 did, and is it a high chance of a downgrade if we 6 accelerate it too fast and all of it? I believe it 7 would be a higher chance. I can't give you a 8 percentage, Commissioner -- or Chair. 9 Though we did -- we did look at that as a 10 much higher chance of getting a downgrade than the way 11 we suggested it. We believe that this is, again, 12 trying to balance the benefit to the customers and not 13 risking the company's credit rating, which, in fact, 14 if we got a downgrade would hurt the customer in our 15 cost of debt. 16 But I don't -- I don't know -- I can't 17 say there's a 70 percent chance we'd get a downgrade 18 or a 50 percent chance we'd get a downgrade. I don't 19 know. 20 Based on the metrics, if we fall below 21 that -- those thresholds, it's a very high likelihood 22 that we run that risk. And that's where we're trying 23 to balance where we don't do that. 24 The specific number of that, I couldn't 25 tell you what number that is. We could run math for</p>	<p style="text-align: right;">Page 244</p> <p>1 in the morning, and we will start off with the rest of 2 the list of witnesses: Joseph Miller, David Howell, 3 and James Kensok. 4 MR. MEYER: Yes. 5 JUDGE O'CONNELL: Is there anything else, 6 Counselors, that we should talk about before we break 7 for the day? 8 MR. MEYER: Nothing -- nothing from 9 Avista, other than just to note that this is our first 10 opportunity to try a case virtually like this, and but 11 for Commissioner Rendahl's poor connections toward the 12 end of the day, I thought it went remarkably well, at 13 least from our perspective. So thank you for 14 arranging it. 15 JUDGE O'CONNELL: Good. 16 Ms. Suetake? 17 MS. SUETAKE: I have one last question. 18 About the exhibits and updates that we were going to 19 file for either the bench requests, do you also want 20 us to update the joint issues metrics with the 21 finalized numbers? 22 JUDGE O'CONNELL: Yes, please. That will 23 be very helpful to have that updated. 24 MS. SUETAKE: Okay. Thank you. 25 JUDGE O'CONNELL: Thank you.</p>
<p style="text-align: right;">Page 243</p> <p>1 you and get back to you if that's a request. 2 MR. DANNER: It's not a request. Thank 3 you. 4 THE WITNESS: Okay. 5 MR. DANNER: I have no further questions, 6 Judge. 7 JUDGE O'CONNELL: Okay. 8 And Commissioner Rendahl does not have 9 any further questions, either. She's communicated to 10 me that she can see and hear, but being able to ask 11 questions and I think upload them through her 12 connection is not possible at this time. 13 Commissioner Balasbas, do you have 14 anything else for Mr. Thies? 15 MR. BALASBAS: I do not. 16 JUDGE O'CONNELL: Okay. 17 So, Mr. Thies -- well, before I let you 18 go, Mr. Meyer, is there anything that came up that 19 warrants clarification? 20 MR. MEYER: There is not. Thank you. 21 JUDGE O'CONNELL: Okay. 22 Well, given our -- where we are at the 23 time of day and the network connection issues we're 24 experiencing, I think this is an appropriate time to 25 stop for the day. We will pick up on Friday at 9:30</p>	<p style="text-align: right;">Page 245</p> <p>1 Ms. Cameron-Rulkowski. 2 MS. CAMERON-RULKOWSKI: Nothing from 3 staff. Thank you. 4 JUDGE O'CONNELL: Okay. Thank you. 5 I'm seeing nothing more, I'm hearing 6 nothing more. 7 I do want to provide a heads-up for order 8 of witnesses once we come back on Friday. I would 9 prefer to have the bulk of cross-examination earlier 10 in the day rather than at the end, so -- I know I had 11 mentioned that we would have Public Counsel witnesses 12 before staff's witness. It's my preference that we 13 have staff witness Jordan go before those other 14 witnesses, due to the amount of cross that's expected. 15 So I wanted to give that heads-up and the expectation 16 to the parties. 17 Okay. I've heard nothing else, so -- 18 Ms. Cameron-Rulkowski, I see you. Would 19 you like to be heard? 20 MS. CAMERON-RULKOWSKI: No. Thank you, 21 Your Honor. Duly noted. 22 JUDGE O'CONNELL: Okay. Thank you. 23 Mr. Thies, you are excused, and we will 24 be -- 25 THE WITNESS: Thank you.</p>

1 JUDGE O'CONNELL: -- off record, and we
2 will return on Friday at 9:30 a.m. Thank you.

3 MS. SUETAKE: Thank you, Your Honor.

4 MR. DANNER: Thank you, Your Honor.

5 (The proceedings were adjourned at
6 3:37 p.m.)

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1 CERTIFICATE

2 STATE OF WASHINGTON)

3) ss.

4 COUNTY OF KING)

5
6 I, Ronald L. Cook, Certified Court
7 Reporter, Registered Diplomat Reporter and Certified
8 Realtime Reporter in and for the State of Washington,
do hereby certify that the foregoing proceedings were
9 taken stenographically by me and transcribed under my
direction.

10 I further certify that the proceedings as
11 transcribed are a full, true and correct transcript,
including all objections, motions and exceptions of
12 counsel, made and taken.

13 I further certify that I am neither
14 attorney for nor a relative or employee of any of the
parties to the action; further, that I am not a
relative or employee of any attorney or counsel
employed by the parties hereto, nor financially
interested in its outcome.

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RONALD L. COOK, CCR, RDR, CRR
20 State of Washington CCR #2523
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A	208:6 209:1 210:8	addition 67:1 123:10 147:2,16	239:5	allocating 158:13
a.m 43:2,8 80:1,4 246:2	accounting-wise 209:19	additional 48:10 90:4 92:9 105:9	afternoon 51:24 94:13,19 183:3,5	allow 129:24 231:4 231:9
ability 114:23 174:10,14	accounts 127:4	109:8 130:3 136:5	207:25 208:1	allowed 83:18 97:6 187:15 189:18
able 48:24 64:24 78:20,23 80:16	accumulating 168:9	136:6 139:12	234:6,8 237:4	allows 43:23 189:6 210:13 231:6
95:5 120:2 129:12	accurate 122:14	147:7 149:22	age 112:16 121:10 121:20	AMA 162:11
129:21 130:1	accurately 119:16 120:20	175:23	agencies 78:13,21 238:4,12,21 241:5	ambient 138:14 148:18
132:24 136:14	achieve 168:14 176:13	additions 191:14 209:14 214:21	agency 241:9	American 177:3
138:2,9 141:3	achieved 102:9 108:12 168:6,7	217:13 226:4	ago 168:8 214:11	AMI 50:9,10,14,25 101:4 102:9 106:7
148:15 158:24	achieving 169:15	address 53:6 156:5	agree 67:15 85:15 100:25 104:1,24	106:10 107:2,16
159:20 164:8	acknowledge 157:16	addressed 97:1	106:4,24 112:14	109:21 110:18
170:17 172:7,9,11	acronym 180:3	adjacency 124:24	112:19,25 116:2,6	136:9 148:12
173:24 206:20	Act 176:11,19 177:4	adjacent 123:10 124:20,22,24	124:1 153:16	149:18,20 153:1
220:10 225:13	action 247:13	125:1,12 126:21	194:7	161:24 162:11,14
243:10	actions 136:19,20	126:25 129:21,25	agreed 58:22 85:7 93:17 118:5 139:5	164:22 165:1
absolutely 146:18 147:19 162:19	actively 61:25	130:8 154:10	222:18	166:4 167:15
171:25 172:1	activities 168:14	172:18,22	agreeing 62:10	168:4 170:24
174:9 175:21	actual 50:10,14 63:3 83:15 108:24	adjourned 246:5	agreement 68:12 84:18 85:15	171:22 172:12,20
215:25 216:8,17	122:7 123:16	adjustment 183:20 186:13 187:15	84:18 85:15	173:14 175:16
238:22	157:23 168:16	188:18,21 189:10	ahead 58:25 59:1,4 64:13 73:25 74:22	176:9,13,18 177:7
absorbed 231:8	169:10,15,15	192:19 223:17	95:25 98:20	177:14 178:9,13
absurd 109:7	190:14 191:15,16	adjustments 49:9 90:7 227:15,17	110:10,15 111:6	179:5,10,21
abundantly 62:9 66:7,9	191:18,18 194:12	administrative 38:13 39:3 43:10	126:15 131:18,24	amortization 188:13 239:22
AC 149:2	196:6 198:2	admissible 206:7	154:3 163:10	amortize 241:12
accelerate 242:6	199:15 200:13	admission 45:21 46:2 108:23	178:20 195:5,14	amortizing 237:14 237:17
acceleration 237:23 240:9 241:20,20	217:2 220:19 227:13	admission 45:21 46:2 108:23	206:6,7 207:18,22	amount 65:18 82:18 87:20
acceptable 58:3 84:25 227:21	actuals 73:16	admit 195:24 219:23	209:5 229:25	149:17 174:21
access 76:1 163:1 194:22 229:15	add 70:8 83:22 85:2 89:12 92:6,8	admitted 46:7 47:22 99:8	230:14 233:14	213:17 224:2
accessing 153:21	93:24 97:10,10	adopt 66:12	air-conditioning 173:8	238:17,18 241:22
account 76:11 215:1,5,9 216:11	114:6 120:15	adopted 188:3 191:9	alarm 130:7	241:23,23 245:14
216:16,17,24	141:17 165:24	Advance 106:11	AldylA 218:9 226:17,17	amounts 237:17
217:7 218:21	166:16 167:12	advanced 175:10	alerts 168:11 170:14,18	AMR 167:9,15
225:3,7,8,13	168:17 201:7,18	advantage 176:24	alignment 76:15,18	analyses 114:5
228:21,24 229:3	added 67:17 108:3 120:13 172:5	advisory 77:10,11 78:21 177:13	alleviate 146:8	analysis 103:12 111:15,21 113:4
accounting 155:3 156:11 158:21	adding 67:19	affect 46:24 72:14	Alliance 44:23 45:2 46:9 56:13	116:19 117:15
159:22 160:9			allocated 153:17	119:3 169:12 170:9 195:17

<p>197:23 analyze 136:8 Andrew 38:13 39:4 43:9 55:12 Andrews 42:13 52:8 53:19 157:19 158:21 159:15 160:17 180:19,22 181:1,2 182:2,11 182:12 183:3,11 189:15,24 199:22 203:12 205:8 206:12 207:17,21 207:25 219:3 224:6 230:3,9 232:5,5 241:22 Andrews' 205:15 animal 118:11,25 119:10,13 228:5 Ann 39:7 229:5 annual 101:21 102:2,4 165:20 166:9 185:19 193:2 194:1 197:8 197:12 annually 201:13 218:23 answer 73:14 75:21 81:24 99:22 101:7 103:6 112:25 113:1,2,4,8,16,20 114:18,21,23,24 115:2 121:7 140:6 140:21 151:2 153:25 162:18 164:19 183:12,14 189:16,19 190:1 202:25 211:18 229:4,11,14 answers 202:15 229:10 anticipate 204:8 anticipated 52:16 anticipating 63:6 68:2</p>	<p>anymore 236:16 Anyway 187:24 apart 196:25 197:12 apartment 106:23 apologies 54:17 60:13 apologize 51:21 120:24 121:23 126:6 apparent 52:21 appear 44:2 58:15 104:4 appearances 44:3 appearing 44:12,16 45:7,10,13,18 58:7 97:5 155:6,9 appears 150:17 155:6 application 165:16 applications 114:3 applied 147:6 applies 122:18 124:5 192:14 apply 116:17 138:7 138:10 139:5,8 148:1 174:21 applying 71:20 147:7 appreciate 58:6 60:14 79:14 95:10 189:19 210:18 214:8 appreciated 79:23 approach 75:17 116:9,13 155:23 228:16 appropriate 103:17 218:24 243:24 appropriately 158:16 approval 77:13 160:10 195:25 235:24 approve 161:5</p>	<p>approved 85:14 86:20 89:2 158:15 186:19 221:18 222:20 226:9 approves 160:2 approximately 43:8 50:15 96:7 152:8 179:5 200:5 April 88:2 185:2,7 185:7,13 area 76:17 174:8,23 216:2 219:8 areas 78:14 128:7 129:20 136:5,24 137:9 138:9,11 143:4 146:20,22 146:23,24 147:2,3 147:9 162:22,25 163:25 164:3,5,6 164:10,13 166:7 166:25 168:1 169:6 171:19 176:21 196:18 216:6,7 argue 204:22 argument 91:22 239:11 arranging 244:14 aside 91:17 asked 112:14,19 117:7 127:15 129:2 131:13 166:18 189:15,20 227:23 230:19 asking 97:12 110:12 120:5 121:3 126:10 148:4 179:17 189:22 asks 101:1 106:5,25 114:24 aspect 161:14 aspects 149:6 161:12 assemble 96:18</p>	<p>assembled 97:20 assembling 96:15 assessed 86:17,19 asset 116:4,5,13 121:15,20 145:19 145:22,22 146:9 228:3 assets 120:21,22 121:15,17 assigned 82:11 86:17 159:10,11 Assistance 77:11 Assistant 39:14 44:11,14,18 associated 43:18 48:19 164:16 171:15 174:6 176:21 214:5 231:17 235:20 assume 69:23 79:6 146:12 148:22 171:20 175:9 190:23 226:16 assumed 148:25 assuming 74:4 214:13 assumption 65:18 69:25 74:25 149:1 217:12 224:16 assumptions 138:12,15 139:3,4 141:11,12 149:13 223:23 assure 220:15 221:20 assurity 84:5,23 attached 158:1 attachment 105:16 106:1 attachments 100:22 attempt 157:13,16 161:9 attempting 157:24 attorney 39:22</p>	<p>44:11,18 45:17 247:12,13 attorneys 39:14 43:25 44:14 51:8 51:11 55:18 attract 63:23 attributed 101:3 106:7,9 107:2 attrition 226:22 audible 122:3 183:9 audio 57:6 139:22 139:25 140:3 August 50:14,25 71:2,11 73:3 133:12 164:23 227:16 Availability 114:2 114:8 available 91:25 171:2 174:25 182:15 201:12,15 226:18 234:2 avenue 39:22 218:8 avenues 217:25 average 121:10 186:14,15,18,24 187:8,10 188:2,6 188:12,15,18 189:6,7 190:5,7 190:15 191:14,17 averaging 186:20 Avista 38:7,8 40:3 40:4 44:5,7 46:23 47:2 49:22 50:13 50:17 51:17 53:19 53:20 61:9 68:5 70:16 74:5,14 76:13 77:8,12 78:2 79:3 81:3 83:7 85:2 87:19 89:20 90:1,13 91:18,25 92:25 93:6,17 94:11,20 95:6 96:1 103:20</p>
--	--	--	---	--

104:2 105:15 109:12,17 110:2 112:14,15 113:17 113:23 117:7,10 118:14 122:5,12 124:5,9 127:15,16 127:21,22 132:6 152:10 164:25 166:4 170:8 176:12,20 177:12 182:13 186:15,17 189:22 190:13 192:15 194:8 202:20 208:9 217:17,18,24 232:12 233:25 244:9 Avista's 43:16 49:23 51:24 56:5 64:21 76:9,10 80:2 81:22 94:6 94:13 95:8 100:7 100:15 101:4 106:7,10 107:2 108:11 109:1,10 109:25 110:18 111:10,14,20 112:8 115:13 116:9,12 117:1 123:2,8 135:18 164:22 166:8 180:19 avoid 130:12 avoided 81:22 82:19 83:1 85:17 103:10 105:6,10 107:19 108:4,11 108:15 109:23 avoiding 84:14 avoids 87:19 award 202:7 Awarded 107:8 awards 201:5,8,10 201:11,14,23,25 aware 49:23 63:14	63:16 112:15 122:12 127:16,23 183:23 202:20 224:9 AWEC 40:14 46:10 49:7,16 67:21 AWEC's 46:16 awkward 225:1 <hr/> B B 113:2,12,14,16 118:10 165:25 166:8 173:4,9,10 173:12 B-a-l-l 56:11 B-o-n-f-i-e-l-d 81:6 back 57:6 71:15 80:4,8,10,14 97:13 102:7 113:6 120:8 128:4 130:17 150:15 151:2 152:5,7,11 152:20 177:3 188:1 191:4 198:4 199:4 202:10 203:6 214:8 226:18 227:5 229:12,18 236:22 238:10,11 243:1 245:8 backed 124:7 background 75:12 106:14 bad 150:22 236:23 Bainbridge 40:11 balance 173:17 240:12 242:12,23 balanced 173:10 balances 226:23 balancing 172:24 173:3 215:1,5,9 216:11,16,16,24 217:7,10 218:21 225:3,7,8,13 228:21,24 229:3 Balabas 39:8 55:6	55:9 69:9 77:3 86:6 87:10 95:14 95:17 131:25 135:12 139:9 142:13 147:14 160:18 207:22,23 208:2,14,22 209:4 210:17 211:19 212:13 214:7,24 217:3,15 218:25 230:19 237:1,3,12 239:7 240:20 243:13,15 Balabas's 144:7 Ball 56:10,11 61:20 62:5,6,6,18 63:21 64:17 67:6 68:16 69:24 75:7,12 76:14 bandied 241:1 banks 238:25 bar 117:21 barriers 175:1 base 95:8 192:25 197:6 201:7 202:16 225:14,20 225:22,23,25 236:3,4 based 81:21 82:2 84:20 85:3 86:15 108:16 109:11,22 122:20 130:5 133:14 135:1 146:21 158:14,14 168:15 171:8,9 174:24 184:22 204:4 225:25 227:12 235:19 242:20 baseline 73:10,11 basic 155:11 basically 63:14,15 79:7 87:4 91:17 166:11 177:7 185:19 192:17	201:7 206:25 214:1,3 215:8,11 223:23 226:25 batteries 136:22 battery 174:11 Beacon 133:15,16 133:17,18 bear 213:5 bearing 94:22 beginning 56:5 57:20 81:3 82:14 88:3 89:4 176:18 184:23 186:11 210:25 213:5 219:21 begins 82:4 begun 75:8 168:3 behalf 44:12 45:2,7 45:10,18 47:2 behavior 63:18 101:3 171:8 behavior-based 169:2 170:14 behavioral 102:19 102:23 103:3 believe 48:3 54:2 54:19 59:24 69:24 91:1 93:4 106:22 108:3 128:17 129:11 131:17 138:15 144:14 150:3 156:8 157:18 162:4 166:12 174:25 178:2 185:8,13,18 187:1,8,11 198:22 200:21 201:4 205:23 222:17 226:20 236:16 237:14 238:3,14 238:19 239:1,5 240:2,8,17 242:6 242:11 bench 43:25 48:7 48:10,16 49:6,11	49:15,20,21,22 50:9 51:10 52:14 54:24 131:16,19 142:19,24 143:8 143:12,17 165:7 165:12,24,25 166:3,20 167:8,12 177:23 178:9 207:16,21 232:13 232:15 244:19 benchmarking 202:16,19 beneficial 148:13 benefit 68:4 77:7 82:23 85:12 93:5 93:15 101:15,19 102:1,14,23 103:11 107:20 168:15 171:19 174:1 176:10,14 204:13,24 239:2 242:12 benefits 74:13 75:6 76:12 78:17,23 102:9,11 107:16 108:16 109:21,22 167:25 168:2,4,6 168:7,9,14,23,25 169:7,14,15,18 171:22 172:4 175:12,13,16,19 176:3 177:14 179:22 200:14 204:18 237:8,15 237:23 239:13,23 241:21 best 75:16 77:22 114:22 129:12 137:21 141:23 175:11 176:4 better 83:12 99:22 136:21 160:6 163:8 166:22 beyond 64:8 89:4 90:3 115:2 137:4
--	--	---	--	--

146:22,23 147:8 148:18 149:11 150:8 230:2 BGM-1T 46:13 biannually 155:1 big 136:8 biggest 75:20 146:21 bill 171:5,6,9 billing 180:12 bills 101:22 103:4 238:9 bit 76:18 94:11 123:18 139:10 144:6 145:13 160:1 161:8 200:13 219:21 239:8 blessed 78:4 blocking 128:9 blue 197:6 board 157:4 235:24 Bolle 42:7 51:23 52:6 96:2,13,20 96:20 97:8,8,23 98:25 99:1,2,16 100:4,8,12,23 101:5,9,16,23 102:4,16,20,25 103:5,13,22,25 104:4,9,16,19 105:2,8,14,17,22 106:3,12,18 107:3 107:6,10,12,18,23 108:8,9,19 109:16 109:19 110:5,11 110:16,17,20 111:2,5,12,16,22 111:25 112:11,22 113:3,10,13,19 114:1,11,14,21 115:9,12,15,17,22 115:25 116:6,11 116:14,25 117:5 117:12 118:13,17	119:2,14,21 120:6 120:17,25 121:9 122:1,10,14 126:23 127:10,19 127:22 128:19,20 128:23 129:6,11 130:17,20,22 131:2,7,23 132:3 150:4 152:10 159:25 160:19 166:16,22 167:10 180:17 208:5 Bonfield 51:18 59:5 59:8 80:2,15,21 81:4,5,17,24 82:21 83:3 85:2 85:19 86:7,12 87:24,25 88:18 92:6,8,22 93:7 95:20 books 96:15 bottom 103:6 108:1 116:16,17 130:19 130:24 196:4,11 196:24 197:2 241:8 bound 85:9 boundaries 76:2 box 39:14 40:5 115:23 116:3,7,8 BR-3 48:7 Brad 56:15 break 79:25,25 96:9 131:20 150:5 150:8,15,20,25 152:8 209:18 244:6 breakdown 166:5 166:10 201:3 210:3 breaking 174:25 breakout 165:8 breaks 196:25 breath 95:25 195:12 232:25	brief 52:20 178:6 briefly 218:4 bring 78:25 79:4,10 150:15 brings 90:7 broached 68:11 broad 64:5 broader 74:19 141:15 broken 169:5 197:12 210:6 brought 78:3 218:5 230:10 235:23 budget 137:8 158:3 160:1,10 168:11 170:14,17,18 210:12 budgeting 154:22 158:2 bugs 94:21 build 215:13 225:8 225:9,10 226:10 building 68:18,19 69:5 164:1 174:5 174:8,10,16,17 175:1 223:6 buildings 169:4 174:18,19,20,22 built 130:4 177:5 223:22 228:9 bulk 245:9 bullet 116:2,8,20 business 84:6 91:4 95:5 109:11 110:18 135:4 154:5,9,16,17,19 154:24 155:24,25 156:4,10,12 157:21 158:12,13 158:14 160:2,3,11 160:23,25 161:4 168:16 174:3 176:3 208:6,11,17 209:15,17 211:25 234:19 235:19	bypass 85:23 <hr/> C <hr/> C 39:1 40:1,1 41:1 41:1 43:4 112:13 112:24,25 113:4,5 113:8,18 173:4,9 173:10,12 247:1,1 C-o-l-l-i-n-s 56:25 C-o-r-e-y 57:13 CA 38:24 calculate 102:23 107:15 calculating 76:12 calculation 90:19 105:7 107:8,20 109:23 calculations 101:1 106:5,25 108:5 California 41:5 call 57:6 58:1,5 70:21 93:19,20,22 209:18 216:21 230:20 call-in 58:5 Callaghan 39:12 44:13 called 94:13 132:21 133:15 149:19 210:12 calling 60:4 137:23 233:4 camera 55:13 232:24 cameras 51:7 Cameron-Rulko... 39:11 44:10,11 53:14,18 245:1,2 245:18,20 capabilities 94:6 174:25 176:25 capacity 62:19 81:19,22 82:1,4,8 82:11,17,19,24 87:13,17,20 88:10 88:14 90:2,14,18	91:18 92:11 94:6 94:20 122:7,8 124:12,13,25 129:24 130:3,7,10 133:2 134:10,19 134:20 138:10,20 138:24 capital 111:9 137:8 141:15 153:17 154:22 155:6 158:2,9 160:1,10 209:13,14 210:21 211:6 214:14,21 217:8,12 218:2,11 218:14,21 226:2,2 226:4,7,10,11,12 226:13 227:15,19 227:20,21,22,25 231:2 234:18 235:9,10,10,13,14 235:15,21,22 capture 171:20 careful 222:5 case 43:17 48:1 50:3 52:13 61:24 65:15,17 70:23 71:21 79:9 86:23 109:11 110:2,19 116:20 139:17 142:5,10 150:13 152:18 153:15 154:5,10,16,17,19 154:21,24 155:25 156:4 158:12,14 159:19 160:4,22 163:22 168:16 174:3 176:3,14 184:16 186:14 187:12 190:19,21 190:21 198:8 208:6,10 209:12 214:3 215:14 217:1,11,13,19 218:12 219:12,22 220:9,25 223:22
---	--	--	---	---

224:3,10,17,20 225:8,9 226:4,5,8 227:8,11 230:25 237:16 238:2,3 240:3,8 244:10 cases 155:24 156:10,12 157:21 158:14 160:2,3,11 160:23,25 161:4 168:25 169:11 171:12,15 172:2,3 172:6 175:24 208:11,17 209:15 209:17 226:14 cash 200:12 201:15 237:16,19 238:11 239:3 241:14 cash-flow 237:7 239:13 Catalyst 174:8 catchall 67:12 categories 139:21 161:3 categorizing 139:21 140:22 category 141:10 159:11 174:5 189:4 caught 137:18 195:13 cause 90:11 240:18 241:14 caused 119:5,9 132:24 221:10 CCR 38:23,24 247:18,19 Cedar 134:14,19,23 145:25 CEIP 68:6 centralized 174:13 cents 101:14 102:22 CEO 193:19,22 197:3,6,21 199:11 CEO's 199:8	CEOs 197:5 certain 57:17 65:18 88:18 89:5 93:10 138:18 168:25 201:16,22 204:4,6 235:17 certainly 67:10 79:8 216:22 218:3 223:10 225:20 certainty 83:13,17 83:20 88:14 221:19,23 222:2 Certified 247:6,6 certify 247:7,9,12 CETA 67:2 69:23 177:9 CFO 233:24 chair 39:7 55:5,8 66:17 69:8 77:2 79:18 81:25 95:13 242:8 Chairman 159:25 171:12 challenges 95:4 137:9 138:17 146:2 164:8 challenging 163:1,1 164:2 chance 89:23 139:2 212:5 231:12 240:25 241:19 242:5,7,10,17,18 change 82:25 134:25,25 147:12 189:8 190:21 200:10,17 201:19 202:9 222:18 232:9 242:4 change-out 152:25 changed 53:15 changes 82:18 83:1 84:14 91:5 124:14 164:16 218:23 220:11 character 231:14	characteristics 117:14 120:21 characterize 63:1 157:16 characterized 64:7 161:7 charge 108:3 charged 158:16 197:24,25 charging 157:17 chart 104:11,14 169:9 198:18,19 199:4 205:9,12 215:20 charts 170:25 171:2 196:5 chicken-and-egg 63:22 chief 199:5 circuit 148:9 circuits 129:19,21 142:25 146:15 148:15 149:15 circumstance 118:21 circumstances 130:13 citations 167:23 claim 198:8 clarification 52:5 69:13 92:3 101:12 108:6 121:22 205:8 207:8,11 209:3 210:18 217:16 243:19 clarifies 72:19 clarify 73:19 110:7 120:11 157:19 160:18 167:7 178:18 195:6 199:7 211:20 230:11 237:5 clarity 178:15 212:3,8 220:14 class 87:9	classic 62:13 classified 117:8 118:14,24 Clean 68:6 176:10 176:19 177:2 clear 57:9 62:9 66:8 66:10 69:19 121:23 157:14 159:20 clearly 98:18 157:6 Cleve 40:15,21 45:2 climate 147:12 Clint 73:7 closely 116:9,12 221:12 closer 183:12 Club 41:3 45:15,18 46:22 54:8,11,19 57:2,5,25 60:16 232:16 Club's 46:24 57:17 code 211:15 collaboration 77:10 collaborative 74:3 74:4,12,24 75:6 75:18 77:24,25 78:6 79:6 colleagues 73:24 139:12 142:14 152:13 159:1 161:19 166:14 208:25 215:2 217:5 236:24 collect 164:1,13 223:12 233:5 collected 86:11 Collins 56:23,24 67:23 77:20 78:9 79:8,14 Colstrip 86:10 228:1,2 column 126:19,21 127:1,3 columns 125:11 com@dvclaw.com	40:18 combination 104:25 combine 75:2 come 57:22 76:6 80:4 87:5 89:23 129:9 151:2 158:13 174:7 201:25 213:17,19 226:8 232:23 235:10,17 245:8 come-ins 154:13 comes 83:20 89:21 221:3 222:9 226:2 228:6 229:12 238:10 comfortable 66:12 coming 98:12 220:23 227:3 231:18 command 82:6 comment 166:17 comments 47:23,25 48:6 49:1 53:5 65:12 76:23 95:10 commercial 82:6 87:23 88:8 124:14 135:4 138:9 Commission 38:2,4 39:10 43:11 45:24 48:1,18 49:22,25 50:5 66:12 67:7 77:13 79:1,5,11 86:20 90:23 186:19 218:24 226:9 239:22 240:5,16 Commissioner 39:7 39:8 55:6,6,9,10 55:17 59:17 62:11 63:11 65:7 69:8 77:3 95:14 125:22 125:25 126:11 140:21 144:7 147:14 148:3
--	--	--	--	---

159:4 162:16 166:18 177:24 195:8 207:22 226:25 230:19 234:9,24 236:15 236:18 242:8 243:8,13 244:11 Commissioners 39:6 43:12,22 51:4 54:24 58:14 60:24 81:12 83:25 112:2 131:17,22 131:24 150:14 152:12 180:20 181:25 194:20,23 207:16,21 227:1 234:5 Commissioners' 60:23 178:3 commit 77:8 93:9 93:12 commitment 83:11 committed 87:21 committee 160:2 235:24 committee's 160:10 common 74:15 105:1 communicate 137:21 141:25 communicated 243:9 communication 164:6 210:5 communications 137:25 141:5 180:8 communities 67:3 67:5,10 69:17,22 78:22 177:16 community 78:14 78:15 141:5 companies 74:6 76:11 202:23 220:3,11	company 40:20 51:19 78:24 84:4 98:8 114:3 117:16 128:21 129:3 130:11 132:12 139:19 152:19 156:13,24 158:10 160:23 164:11 179:5 182:10 187:9,16 188:19 190:7,10,16 197:23 198:3,6,11 198:19 204:9,13 209:11 214:13 216:12 218:2 219:4,25 220:2,10 220:13 223:15 224:9,9 226:19 227:14 230:22 231:1 235:8,9 239:4 240:14 company's 113:8 144:9 145:10 152:23 192:18 227:10 242:13 compare 103:14 compared 119:12 134:10,18,20 190:14 comparison 199:7 199:8 202:22 comparisons 241:10 compensation 191:21,24,25 192:4,19,25 193:7 193:13,18,18 195:17,25 196:19 199:8,9,14,15 200:1,5,7,11,13 200:18,19 201:2,8 202:17 competitive 91:4 compile 47:25 Complainant 38:5	complete 51:23 162:14,23 163:12 167:6,17 177:8 178:13 completed 157:24 162:12 165:14 223:8 completely 64:17 completion 167:15 178:8 component 107:19 107:22 138:4 139:1 141:6 components 105:5 137:25 159:8 164:7 177:6 196:20,25 197:14 201:6 comports 113:5 compounded 138:25 comprise 192:18 computer 57:20 58:8 concern 66:6 75:20 228:22 concerns 159:4 220:4,21 concise 169:7 conclude 131:19 concur 70:2 condition 145:22 146:9 conduct 182:21 confidence 84:7 confidential 58:17 58:18,23 59:10,12 75:22,23 confidentiality 222:5 confirm 46:15 confusing 157:7 178:16 confusion 72:21 126:7 211:10	212:8 connect 126:12 176:1 connected 139:15 173:6 connection 243:12 243:23 connections 244:11 conscious 181:10 consequence 92:10 conservation 106:6 107:1,16 108:12 conservative 174:24 224:3 consider 49:15 124:15 161:5 189:1 197:15 215:8 217:18 227:14 239:22 consideration 215:15 230:23 239:24 considerations 124:11,14 considered 188:19 189:22 190:8,10 196:15,21 197:1 211:24,25 217:18 223:16 considering 139:17 177:12 189:1 221:18 considers 122:5 200:9 consistent 49:19 231:19 consolidated 43:15 196:11 198:5,7 constitutes 64:9 constrain 235:15 238:17 constrained 133:4 constraints 65:13 139:7 141:3 149:22	consultation 61:9 consulted 238:25 Consumers 44:24 45:3 46:10 56:14 consuming 91:20 contained 191:13 contemplated 68:13 continually 175:15 continue 58:7 85:15 86:16,25 87:4,7 106:17 115:4 119:20 136:8 149:22 152:9,12,14 continued 172:14 continues 77:8 continuing 146:4 171:19 172:1 contract 51:17 66:14 78:5 81:13 82:25 83:7 84:6 85:14 86:3,9,13 86:15 87:3,17 88:5,9,13,23 89:15,17,24 90:3 90:9,10,13,15 91:3,11,15 92:17 92:19 94:12 95:12 222:13,15,16,20 223:7 contracts 70:9,22 70:22 71:5,9,10 72:10,13,25 222:10,14 contrary-wise 203:25 contribute 87:7 control 62:25 controlled 64:20 controls 158:16 conversations 75:15,15 219:7,24 220:13,15 222:6 Cook 38:23 247:6
--	--	--	--	---

247:18 coordinate 145:20 copy 100:10 183:7 193:24 Corey 57:12 65:9 Corinne 40:15 45:1 corner 107:7 195:3 Corporation 38:7 40:4 correct 46:16,18 47:7 54:21,23 62:7 69:25 71:2,3 71:20 72:12 74:7 79:11 87:24,25 92:21,22 100:5,8 101:13,17,20 102:16,21,25 103:6 105:2 107:3 107:14 108:18 109:19 110:2,5 111:1,8,12,13,19 113:12 115:25 118:14 122:11,17 124:4 125:6,7,15 125:18 126:23,24 127:2,3,6,13,19 128:19,20 131:1,2 131:7 144:13 153:2,9 163:23 179:7,10,11,14,16 179:19 184:4,8,18 184:21 185:1 186:17,23 187:6 188:2 191:22 192:13 195:21 196:10,14 198:3,6 198:13,19 199:9 199:10,12,13,16 199:17,25 200:6 202:5,14 204:15 204:16 205:11 208:12,20,21 214:13 224:21 234:22 235:5 236:1 247:10	correctly 82:20,22 92:9 208:9,18 225:6 correspondence 52:10 cost 50:10,14 51:1 71:2 73:3 76:12 81:22 82:19 86:9 90:18 92:13 100:6 101:2,14 102:22 103:10,11,17 105:5,7,10 106:6 107:1,8,19 108:4 108:12,15 109:20 109:23 111:15,21 116:19 155:8,8 164:7 165:18,21 166:11,11 196:12 196:14,17 197:16 198:12,15,20 203:13 204:7,24 211:17 212:17 213:10 235:17 240:12 242:15 cost-effective 164:14 cost-per-customer 204:3 costing 237:9 costs 43:18 50:10 71:12 72:25 73:2 73:9 83:1 84:14 85:17 86:18,22,25 90:16,20,22 92:10 103:15 105:10 107:19,22,25 156:3 158:18 160:12 164:23 165:20 166:9 168:10 179:18 184:5,9,12 187:16 189:7 190:20,22 190:25 191:2 198:7 209:18 210:4,5,5,7,15,16	212:20 213:13,13 216:9,9,14,25 217:2 219:5 223:16 226:11 227:14 228:12,18 231:7,18 235:15 counsel 39:20 44:16,19 45:25 46:4 47:24 48:8 48:17 54:13,15 55:23 57:11,13 96:6 105:16 106:8 112:9,14 115:14 117:2,6,24 122:4 123:3,7 126:2 127:14 142:16 187:13 189:1 245:11 247:11,13 Counsel's 51:14 52:1 79:22 100:16 116:23 180:23 counselor 110:14 counselors 110:12 244:6 count 83:14 155:24 counterintuitive 239:11 counting 155:20 157:23 158:17 191:9 county 43:18 247:4 couple 66:18 87:12 89:21 151:2 170:21 204:1 208:23 234:12 course 52:20 71:11 109:6 184:17 206:23 213:15 court 65:9 80:10 98:16 120:2 140:2 181:18 247:6 cover 50:3 71:18 coverage 185:6 covered 84:3 144:21,23 145:4,5	covering 224:24 225:1 COVID 135:1 147:16 149:11,11 238:7,8 Crane 48:19 186:13 Crane's 186:12 create 138:25 139:14 created 133:5 149:6 creates 153:20 creating 63:3 credit 237:7,16,19 237:23,24 239:12 240:10,13 242:13 criteria 138:6,12 139:8 141:12 142:11 147:5,8,11 147:18 CRM 218:1,9 226:17 CRMs 218:4 cross 45:23,25 46:21 47:17,21 53:19,22 54:8,16 96:8,19 99:9 113:21 116:23 130:18 131:12 180:22 182:21 232:17 245:14 cross-examination 42:5,8,11,14 46:23,25 47:15 48:22 52:3 53:15 54:12,14,20 96:4 100:1,11,15 103:19 105:12 109:5 119:24 122:24 180:23,24 182:15 183:1 245:9 cross-reference 153:13	crossing 76:2 CRR 38:23 247:18 CSR 38:24 CT 132:23 current 73:9,10,10 73:16 108:16 109:2,10 132:23 218:17 241:12 currently 78:11 108:18 112:17 156:8 165:1,18 237:25 curtailed 92:19,20 92:20 curtailment 93:5 customer 62:17 68:4 82:7 86:14 87:1 95:8 101:2,8 101:15,20,21 102:1,3,10 103:4 103:10 127:4 137:19,24 138:8 141:5 147:17 149:23,24 166:11 171:20 176:10,14 177:14 196:12,14 196:17 197:17,17 198:12,15,20 203:13 204:8,25 240:13 242:14 customers 61:12 65:19,21,24 66:1 66:3 77:9 83:19 85:12 87:24 88:8 88:22 92:1,25 93:5,18 102:15 123:11 124:7,23 132:8,9 135:1 136:11,16 137:22 141:25 142:8 147:1 149:9 164:15,24,25 165:2,10,14 166:4 169:2 170:16,20 170:23 171:1,3
---	---	---	--	---

172:8,13,17,22 173:5,5,8,15,16 175:6 192:6,8,10 197:16,21,24 204:13,19 216:13 216:20 217:1 223:12 228:24 238:5 239:3,6,20 242:12 customers' 238:9 cut 219:16 CVR 108:14 109:18 cycle 127:24 129:2 129:5 cycling 149:3	82:16,23 84:13 85:13 86:4 95:13 95:16 150:17 159:3,18,24 160:14 163:17 167:21 168:19 170:8 171:12,16 175:7 176:6 219:3 221:14 222:22 223:14,20 224:5 229:15,18,22 237:1 240:21 243:2,5 246:4 data 50:11,14,17 97:1 100:16,21,25 101:1 103:23 105:16,25 106:4,5 106:24,25 112:9 112:10 113:21 115:14,16 117:2,3 117:6 119:16 120:20 122:4 123:3,4,24 125:4 127:14 136:10 149:18,20 162:18 166:19,21,22 168:20 169:2 172:12,16,20 173:14,21 180:8 date 38:22 48:25 49:2,5 50:15,25 109:20 144:4 168:16 dates 48:12 David 39:7 40:4 44:7 58:10 121:2 140:10 244:2 david.meyer@av... 40:6 Davison 40:15,21 45:1 day 51:25 96:10 114:7 132:10 136:12,15 149:10 173:9 232:10	233:1 243:23,25 244:7,12 245:10 days 49:18 136:13 deadline 50:13 deal 141:24 187:7 188:16 190:5 223:2 dealing 65:14 dealt 187:21 188:6 188:11,13,17 190:6 debt 241:10 242:15 decades 202:25 December 184:13 185:17 206:14 226:7 decides 218:24 decision 93:12,15 114:15 164:11 decisions 85:3 114:7 decline 216:10 decommissioning 86:10 deductible 220:17 deemed 190:11 defer 61:19 62:5 68:8,14 77:22 78:8 93:24 132:3 166:14 215:2 217:5 231:1 236:24 deferral 217:24 218:20 230:21,23 231:11 deferred 200:11,18 208:7 229:3 defined 193:19 definitely 172:5 223:4 definition 70:11 180:3 degree 138:20 degrees 133:16,17 133:18 136:16	138:15,19 delay 58:2 75:17 delayed 221:21 deliberately 175:20 181:8 deliver 78:23 delivering 78:17 delivery 98:10,22 delta 92:23 demand 82:14 83:11 84:2,8 85:7 85:11,24 87:13,21 87:23 88:2,5,7,13 88:20 89:3,17 90:3,5,14 91:12 91:23,25 147:17 148:8,9 denominators 121:14 department 154:9 154:11 departmental 234:20 235:7 departments 235:11 depending 51:25 depicts 119:16 derive 101:14 describe 93:3 116:3 120:20 154:5 157:24 161:2 176:16 described 147:13 208:17,19 describes 235:12 describing 155:23 descriptions 116:8 208:16 design 62:21 64:16 65:22 130:4 designate 48:6 designated 211:6 214:16 designates 79:10 designed 62:21	160:5 204:18 designing 148:25 desire 74:11 desired 78:17 detail 210:12 details 171:13 determine 112:16 124:25 128:22 129:4 139:7 171:7 190:15 238:25 240:5 determined 88:15 90:22 116:5 117:14 147:20 determining 188:20 190:9 develop 61:9 68:20 69:3 developed 94:23 devices 133:23 143:5 164:6 difference 92:18 108:2 225:23,24 differences 200:23 223:12 different 116:3 125:2 138:9 141:2 142:21 143:12,13 145:15 148:17 149:6,9 152:23 155:7,11 157:4 160:6 161:3 188:19 190:8 192:2,3 196:20 197:4,9 202:2 208:15 217:19 218:8 220:16 226:12,14 231:14 233:23 240:16 differential 63:14 63:16 71:24 differently 72:19 147:17 149:9 187:21 227:19 difficult 62:19 76:3
---	---	---	---	---

119:23 dilemma 223:5,6 DiLuciano 42:10 51:22 52:6 96:2 96:13,19 97:8,9 97:23 99:4,5,16 108:8 111:5,11,23 112:12,21 115:19 121:7,13,21 122:20 123:6,14 123:19 124:3,9,21 125:7,10,15 127:2 127:6,12 131:23 132:3 141:18 150:4 152:10 153:25 154:4,23 155:15 160:20 161:23 162:2,4,16 163:9,11,18,23 165:3,11 180:6,15 180:17 208:5 DiLuciano's 164:19 Diplomate 247:6 direct 97:2 183:6 189:16 190:1 196:23 204:13,18 204:23 205:18 219:11,12,22 228:10 235:12 237:6 directed 48:16 49:6 49:21 99:20 directing 97:7 direction 247:8 directionally 121:3 directly 78:18,24 142:7 189:19 221:7 234:4 director 56:24 99:5 135:24 176:22 219:25 directors 158:10 184:5,8 206:13 235:24 disaggregation	169:3 disagreement 79:5 disclosed 193:2 disconnecting 230:5 discover 175:19 discovering 175:12 175:13 discretionary 66:2 discuss 48:12 77:9 81:18 186:12 191:20 193:16 discussed 58:12 75:4 76:17 111:14 111:20 136:1 137:3 138:5 141:9 143:10 160:3 191:8 193:14 237:6 discussing 135:18 183:25 discussion 48:21 50:21 52:20 58:20 75:11 89:19 90:20 103:16 128:15 135:25 195:17 203:12 208:4 discussions 68:1 75:19 88:4 220:3 220:21 dispel 178:10 distinction 97:2 203:17 distribution 105:1 108:2 141:16 144:9,20,22,23 145:6,9,14 146:15 149:19 152:21,24 153:19 154:8,13 154:18 155:19 156:22 157:15 209:9,10,24 distribution-level 153:7 disturbance 181:19	diversity 148:21,24 149:1,7 divvying 93:4 docket 38:5 46:10 49:23 50:5 207:2 dockets 43:15 50:1 62:1 documentation 112:23 DOE 177:3 doing 49:12 61:23 110:22 146:14 156:9,12 163:25 171:23 172:15 175:11 176:16 177:2 189:7 219:4 dollars 213:8 double 155:24 157:10,22 158:17 159:12,21 double-count 210:9 210:16 doubt 67:9 downgrade 238:1 238:20 239:5 240:19,23 241:2 241:16,19 242:1,5 242:10,14,17,18 downstream 145:1 draft 138:1 drilled 118:1 drive 180:10 driven 234:19 driving 160:7 due 48:8,12 50:15 50:25 65:19 66:13 118:24 133:4 137:14 149:10 245:14 Duly 245:21 duplicate 47:5,10 47:12,13 duplicates 47:1,8 duplicating 161:16 duplication 214:1	dynamic 91:4 <hr/> E <hr/> E 39:1,1 40:1,1,1 41:1,1,1 43:4,4 247:1,1 E-h-r-b-a-r 56:7 e-mail 48:20 52:20 170:17,22 earlier 72:18 121:9 185:18 205:8 224:18 240:10 245:9 early 90:15 177:10 earning 238:11 earnings 196:11 197:13 198:5,7 200:18 203:23 easier 97:11 easy 97:16 ebb 190:24 ecodistrict 174:7 economic 85:23 93:11,15 112:16 113:24 114:7 116:20 edge 241:8 effect 70:24 71:10 72:3,10,10 73:11 108:25 223:24 231:6 effective 71:25 72:3 72:5,7,16 164:22 224:4,14 228:2 effectively 160:25 208:18 241:13 effectiveness 63:3 100:6 efficiency 87:6 101:3,3,8,15,20 102:1,10,19,24 103:3,11 105:6 110:24 efficient 97:11 169:3 174:5 effort 123:23	efforts 171:19 Ehrbar 56:6,7 61:18,18 67:15 68:7 70:2,15 71:3 71:8,23 72:6,13 72:22 73:5 74:8 77:20 EIM 74:2,4,13,18 74:24 75:6,6 76:9 either 51:24 97:7 154:3 155:14 163:1 185:8 187:9 191:1 211:1 235:20 243:9 244:19 elected 179:5 electric 43:16 99:2 104:12 111:10 114:2 122:12,18 144:9,10,12 152:21 162:15 164:3,4,5 165:2,4 165:9 166:6 189:12 207:2 electrical 99:5 174:13 electricity 91:20 electronic 181:15 181:17 element 84:9 elements 62:22,23 147:18 155:2 eliminate 173:24 228:22 eliminated 214:1 Elizabeth 42:13 182:11 ELJ-11X 46:1 ELJ-15X 46:1 EMA-13X 193:24 EMA-13XR 194:24 EMA-16 183:21 EMA-6T 212:3,10 emergencies 158:7 emergency 158:7
---	---	--	--	---

Empire 40:20 45:5 45:7 51:17 56:18 81:7,18 84:4	enter 72:14 170:16 entered 70:23 71:6 71:9,11 72:15,25	established 186:24 187:7 188:16 190:5	128:18 130:11 146:1 156:7 168:24 187:20 197:2,19,21 201:15 203:20,23 210:1,14 211:11 211:23 218:10,16 218:17 222:16 225:21 226:6,17 241:20	104:22 105:13 107:5 111:24 113:7 115:11,21 116:24 121:25 122:2,24 125:9,23 125:24 126:11,19 127:9,11,14 130:18,18,23 161:25 170:3 193:24 194:5,12 194:19,22 195:6,9 195:13,16 199:19 205:10
Empire's 80:2	entertain 115:4	estimate 54:3 101:25	examples 142:6,10 171:11 204:2	exhibits 45:20,22 45:23,23,25 46:6 46:22,25 47:1,3,9 47:17,17,21,22 48:19 59:8 100:11 113:22 144:9 244:18
employed 247:14	entire 51:5 59:11 63:3 64:25 147:6 193:7 241:21	estimates 53:15,23 168:21	exceed 204:6	existence 91:23
employee 93:20 247:12,13	entirety 58:16 107:24	estimations 168:3	Excellent 55:14	existing 149:24 174:3,18 211:17
employee's 202:21	environment 84:7 124:15,18	evaluate 124:23	exception 228:1	expand 64:5
employees 173:22	envision 77:18 79:9 envisioning 177:12	evaluating 124:11 124:17 147:12	exceptions 47:20 247:10	expect 78:19 96:23 110:18 131:11 148:16 191:1 204:5 213:23 215:25 216:9
employer 233:21	equate 102:2	evaluation 66:24 67:4 68:3 86:2 165:16	exchange 203:14	expectation 215:12 215:14 220:5 221:25 228:11 231:4 245:15
enable 170:16 174:20	equates 102:1	event 123:12 130:2 132:5 133:6 134:9 136:11 137:15,23 139:14 141:1 142:3 144:20 146:13,17 152:17 187:7 188:17 190:6	excited 173:2	expectations 204:5
enabled 170:24	equipment 91:13 91:19 94:24 112:16 113:25 116:10 117:9,11 117:13,16,18 118:10,17,23 119:1,5,6,11,16 120:13 122:6,18 127:17 137:16 138:20,24 148:20	events 93:11 129:17 132:13 135:20 137:1,13 142:12 147:25,25 187:19 188:3,17 190:6	exclude 67:10 198:11	expected 52:16 219:13 225:10 245:14
Encoded 180:4	ER 209:20,22,23,23 209:24 210:14	evidence 46:3 49:11 108:23	excluded 188:5,10 192:7,10 198:3,6 200:19	expenditure 209:17 209:20 210:11
encoder 180:6	ERM 71:13	evidentiary 38:11 43:14	excluding 187:13	expense 184:4 189:12 191:18 211:7 212:4 213:25 217:21 218:2,13,16,18,22 225:10,16 227:15
end-of-life 112:16 113:24 114:7 121:20	error 132:23	exact 148:24 224:11	excuse 75:10 95:19 211:14	
ended 214:2	ERT 179:18 180:14	exactly 132:15 159:4 178:19 210:15 211:16,16	excused 53:2 180:18 232:6,17 245:23	
ends 143:18	ERTs 179:7,12 180:3	examination 42:1,5 42:6,8,9,11,12,14 42:15 59:18 128:13 179:1 203:10 230:17	execute 143:4	
energy 40:8 44:23 45:2,10,13 46:9 56:13,22,24 68:6 77:10,10 87:6 92:19,20 98:10,22 101:2,2,3,8,13,15 101:20 102:1,10 102:19,22,23 103:3,11 104:12 104:20,23 105:6,6 106:6 107:1,9,11 107:15 108:12,12 110:24 149:9 169:1 170:25 176:10,19 177:2	ERMs 210:2	examining 75:8	executed 89:18 170:15	
engage 63:25	ERTs 179:7,12 180:3	example 73:1 113:4 117:23 118:1	executive 192:18 193:1,7,9,9,15,17 193:19,20,21 195:21 199:5 200:1 202:7 233:24	
engineering 99:6 135:24 137:11 154:9 156:8	escalate 225:21		executives 191:22 192:1	
engineers 173:20	escalated 226:23		exhibit 46:13 47:4 47:5,10,11,11,12 58:22 59:5,11 100:15 103:20,24	
enhanced 218:11	escalation 225:18 227:4			
ensure 157:22 158:17 176:3,24 177:18	escaping 226:25			
ensuring 175:24	especially 65:16 95:6 129:19 216:6 221:4			

231:9	extraordinary	fallen 242:1	FFO 241:10	finished 177:24
expenses 183:19	187:7 188:3,11,16	falling 158:4	figure 75:16 76:20	fire 188:4,9 189:4
190:14 191:13	188:17 189:2	familiar 100:21	78:24 84:10	212:21
204:5 210:20,22	190:5,6	103:23 105:25	102:13 145:16	fires 221:7
211:8,14,22,25	extrapolated	112:9 115:1,16	178:10 222:22	firm 45:1 83:10
212:19 214:12,14	169:16	117:3 122:2	223:1	first 46:9 48:16
214:23 215:6,12	extreme 130:5	127:11 129:18	figured 75:21	51:4 57:13 61:22
215:13,22,24	132:13 135:19	176:11 194:5,20	figures 92:24	74:8 77:21 81:15
217:8,9,11,14,20	147:24 149:4	fantastic 95:2	file 48:1,17,24 50:3	86:1 91:2,20
219:23 220:19	173:7,11	FAPR 38:23	224:10,17 244:19	116:16 125:24
221:13,17 225:7	extremely 62:18	far 54:13 64:8	filed 46:10 47:1	159:9 193:6
225:20 226:1	76:3 133:20	88:19 90:25 220:9	48:8 49:17 50:4	195:19 197:6
227:19 228:6,7,9		224:13	82:3 88:1 186:1	208:12 209:19
228:15,22 231:2,5	F	fashion 59:13	211:4 219:11,22	214:15,19 219:22
231:10,13,15,20	F 247:1	fast 242:6	228:11 239:1	224:8 225:11
231:23 232:1	faces 232:9	faster 58:1 123:23	filing 48:25 49:23	226:3,19 231:20
experience 133:10	fact 48:11 58:17	237:22 240:9	70:23 109:1	244:9
133:16	59:10 94:4 153:13	fear 241:2	filings 224:12	fiscal 198:21
experienced 57:19	215:16,25 220:7	feasible 64:18	final 167:2	fit 139:16 222:25
132:12 133:21	230:22 242:13	feature 61:14	finalized 222:13	fits 78:16 189:4
134:15 137:14	factor 124:10,19	February 222:17	244:21	five 49:18 88:24
138:17 146:2,9,21	128:16 129:9	fee 90:16,19	finally 122:23,25	89:3,7 125:23
149:10 170:20	148:21,24 149:1,8	feedback 157:12	finance 235:24	150:13 165:15
171:10 172:10	225:18	161:15 169:1	financial 101:21	199:20 200:23
173:25 175:3	factors 160:7	171:1	102:2,5,15 157:17	201:22 213:6
experiencing 137:5	223:15	feeder 129:22 132:7	167:25 196:6,15	five-year 85:21
138:23 243:24	fail 117:19 121:10	132:11,14 134:14	196:18 197:13	86:2 137:8 186:14
expiration 222:14	121:17 137:16	134:15 135:17	203:18,20 204:23	216:4
expired 222:15,17	failed 94:22 118:15	146:5,10 148:9	financially 247:14	fix 132:24
explain 70:12	118:24	161:12 172:15,18	financials 108:14	flat 121:15
107:21 114:25	failure 114:12	172:18,19,22,23	find 50:1 62:21	flatfooted 137:18
117:9 154:15	117:7,8,10,12,20	172:24 173:3,3,4	69:15 105:21	flexible 149:12
176:12 187:1	117:23 118:5,15	173:17	114:4 173:7,11	flow 71:12 73:9
189:17	118:19,20 119:1,3	feeders 129:25	236:8	190:24 237:16,19
explained 157:6	119:6,6,10,11,15	130:8 133:3	finding 76:15	241:14
213:16	119:16,18 120:13	134:13,15,25	175:23 181:12	flowchart 235:11
explaining 46:11	120:14,15,16,19	135:5,9 138:18	fine 49:3 79:13	flows 238:11
explanation 161:9	120:20	142:25 143:1,14	98:15 99:19	focus 76:10 89:15
169:7 189:18,23	failures 117:9	144:17,18 145:5	105:11 111:2	137:8 141:6
190:2 214:11	121:16	145:11 146:1,15	229:25	focused 68:19 69:5
explore 176:13	faintly 98:13	feel 132:3 161:15	fine-tune 172:14	84:10 141:4
exploring 177:14	fair 58:19 85:10	221:11	fine-tuned 173:23	folks 63:15 160:6
explosion 186:25	fairly 91:3	felt 240:3	fine-tuning 172:21	240:23
extent 142:4 198:14	fall 224:10,12	festival 150:18	173:20 175:20	follow 63:12 87:8
240:10	237:24 241:14,16	ffitch 40:9 45:12,13	finish 150:16	108:17 135:14,16
	242:20			

<p>144:6 178:5 205:5 follow-up 110:9 131:12 167:21 180:2 208:3,25 223:14 240:21 followed 52:2 following 65:11 132:5,16 185:14 198:2 223:19 forces 125:1 fore 215:6 forecast 138:3,10 forecasted 171:9 foregoing 247:7 foremost 61:22 forgetting 230:25 form 86:22 101:22 103:4 116:18 216:22 217:12 218:1,21 226:3,4 226:8 forma 70:10,11,12 70:13,17,19 71:21 71:24 72:4,6 73:17 226:12 227:11,15 formal 110:22 formalizing 48:14 formed 220:9,24 224:2 226:6 227:7 227:22 forming 184:17 226:11 227:21 forms 116:15,16 forth 240:7 fortuitous 94:17 forward 75:1 78:5 78:20,25 84:23 85:21,25 88:11 89:1 103:17 115:7 137:7 141:14 146:4 147:24 148:10 149:15 164:11 213:1,3,11 found 84:25 88:6</p>	<p>118:2 132:22 172:2 foundation 46:5 177:4 four 46:21 47:9 48:11 52:9 85:22 132:20 227:23 four-year 88:25 fourth 221:18,25 framework 87:3 Francis 134:14,19 134:23 145:25 free 132:4 frequent 147:25 Friday 48:1,8 51:25 53:10 233:2 243:25 245:8 246:2 fringe 162:25 front 90:23 100:11 100:17 123:4 132:17 162:1,18 183:8 193:25 234:14 236:6 241:23 frozen 229:5 236:16 fruition 201:25 226:19 frustration 57:22 Fukano 39:12 44:13 fulfill 154:11 full 89:7 121:18 216:23 240:10 247:10 fully 114:22 124:7 131:5 192:9 210:10 239:10 function 61:14 functional 117:8,10 117:12,20 118:5 functioning 71:12 fund 177:2 234:19 235:19 236:1</p>	<p>fundamental 95:4 funding 235:20,20 funds 235:6,9 241:10 further 42:6,9,12 42:15 78:4 86:1 95:11 131:11 159:2 176:7 177:20 179:1 207:1 210:11 229:24 230:17 232:4 243:5,9 247:9,12,13 fuses 137:16 future 82:19 83:4,9 83:14,19 84:21 85:5,9 86:19,22 88:7,20 90:7 91:8 92:1 110:4 135:18 139:2 147:15 169:17 174:17,20 174:22 175:6 217:1,13 225:4 226:14</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>G 43:4 gamble 109:8 game 58:19 gas 43:17 162:13 162:15 163:2,13 163:22 165:1,3,9 166:7,23,25 167:1 167:5,14 178:8,12 179:20 186:24 gas-only 164:2,6,10 164:12 165:10 166:6 167:14 179:4,6 general 39:14 43:17 44:11,14,19 61:12 86:23 104:22 114:2 122:11,17 128:17 208:19 214:25 217:13,19 224:17 227:8</p>	<p>239:23,23 General's 39:22 generally 64:7 191:20 generation 92:1 geographical 64:19 geographically 64:15 getting 155:20 156:5 159:10,11 175:13 216:2,5 241:15,19 242:10 gist 155:11 give 57:8 96:21 104:16 112:2 153:14 161:8 162:2,8 163:4,4 180:3 181:8 189:18 203:20 204:1 209:4 212:5 221:22 222:2 229:9 233:5 241:5 241:6 242:7 245:15 given 108:24 145:9 147:16 155:12 188:15 190:4 193:1 220:8 221:1 243:22 gives 90:5 94:7 giving 94:14 105:20 glean 159:20 go 47:6 52:25 58:25 59:1,4 64:13 71:6 73:11,25 74:22 77:21 81:15 84:14 85:9 95:25 97:13 98:20 110:10,11 110:15 111:6 115:7 120:8,14,14 121:16 123:17 126:15 131:18,24 132:4 138:19 147:5 150:8 154:3 155:2,14 163:10</p>	<p>163:14,17 169:23 171:6 173:22 178:20 195:5,14 198:3 199:4,18,21 205:9 206:5,7 207:18,22 209:5 213:14 216:15 218:8 220:8 221:25 222:23 223:25 230:14 231:6 233:14 241:12 243:18 245:13 go-out-ofs 154:14 goal 137:25 198:15 goals 155:22 177:9 goes 64:8 115:2 235:9,13 going 54:2 61:21 62:10 63:19,23 69:23 71:1 73:3 77:14 78:5 79:24 81:21 82:17 84:23 85:16,18,25 87:16 89:1 90:13 95:2,7 96:1 98:3 103:17 109:17 110:23 115:3 120:4 121:18 131:21 137:12,12 139:13 143:11 146:14,19 148:9,10 149:15 150:5,9,11,12 152:9,20 154:6,6 154:12,13 155:4 161:21 175:6,20 177:3 180:19 184:25 188:1 207:15 213:1,3,3 213:11 215:8,22 216:1,15,18 220:6 220:15 221:11,20 222:12,24 223:25 229:1,2 230:12 236:13 238:13</p>
---	---	--	---	---

<p>241:5 244:18 good 43:7 44:25 45:6,12,16 52:17 52:18 56:6,10,15 56:19,23 58:11 61:5 81:4,16,25 83:24 86:6 99:1 99:13 145:25 161:14,15 165:6 183:3,5 207:25 208:1 209:25 232:2,10 233:3 234:6,8 237:4 244:15 gotten 52:21 granular 148:14 grapple 239:17 great 60:13 67:24 98:19 100:20 144:5,24 150:20 169:3 212:2 229:14 234:9 greater 117:22 171:20 234:20 238:16 greatest 91:10 grid 139:16 141:8 142:5 145:10,13 145:18 146:3 152:24 159:9 174:14 175:2 176:23 177:6 grid-edge 177:1 grid-interactive 174:5 group 48:20 62:25 77:11,17,25 78:1 78:3,21 94:13 158:9,11 172:22 176:20 177:13 193:1,8,16 196:22 202:22 235:10,14 235:22 groups 78:14 172:17 173:16</p>	<p>176:1 grow 225:19 grows 213:15 growth 124:14,22 137:6 138:8,8,9 149:23 218:18 225:18 228:14 growth-based 145:21 guarantee 217:1 guaranteed 89:3 guess 61:5 62:15 75:3 81:15 91:9 92:15 97:15 110:8 131:21 135:14 142:16 156:18 165:8,25 168:19 176:8 223:14 224:8 227:11 230:8 239:16 240:1 guessing 68:14 guise 91:21 guys 94:14 220:22 227:2</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>half 96:8 213:8 214:15,23 hand 55:24 80:22 94:15 97:24 165:23 182:3,6 205:22 233:17 handle 75:21 141:24 hands 56:2 80:25 98:2 169:8 194:20 happen 76:21 85:4 85:10 89:6 105:4 136:3 187:11 222:12,24 happened 73:15 146:13 happening 161:2 220:18 221:9 happens 62:1 119:6</p>	<p>119:11,14 177:18 happy 209:2 223:11 Harbor 40:16,22 hard 53:9 105:23 150:19 156:18 hardening 159:9 harder 217:14,14 hardware 164:9,16 harmed 65:22 66:5 Harry 39:12 44:13 harry.fukano@u... 39:17 heads-up 245:7,15 hear 51:18 53:5,16 55:12,17 60:10 62:12 80:18 98:14 111:16 140:8,11 140:12,16,17,18 150:19 183:11,16 206:6,6 229:11,13 229:20 233:6 236:15,20,21,22 241:1 243:10 heard 53:4 72:18 72:20 143:23 182:18 189:23 203:8 205:17 229:10 230:3 245:17,19 hearing 38:11 43:15,21,23 48:13 48:14,23 51:2,5 52:21 53:8,10,11 54:22 57:21 58:2 106:14 143:18 155:16 157:19 160:21 180:21 189:17 211:21 220:22 233:7 245:5 heat 73:1,15 94:10 130:2 132:5 137:13,15,17,23 139:14 141:1</p>	<p>144:20 146:13 152:17 170:21 171:5,9 173:7 175:18 heater 127:16 Heather 42:4 98:9 98:21 141:20 162:16 Heather's 141:19 hedges 70:22 help 71:14 146:24 154:11 156:14 157:19,20 158:24 160:1 223:22 helped 136:10 helpful 63:18 69:1 142:18 157:12 185:22 191:19 244:23 helps 59:17 73:19 73:19 124:24 173:14 209:18 hereto 247:14 Hey 94:14 high 40:10 132:13 135:19 136:1 149:5 158:11 241:25 242:5,21 high-level 155:22 158:2 160:4 209:9 higher 108:15 120:15 133:20,20 146:25 164:7 241:18 242:7,10 highly 67:2,5,10 69:21 177:15 historic 133:10,11 147:23 175:1 historical 211:5 historically 134:11 135:3 138:6 142:10 149:10 history 138:7 149:13 222:11,19 hit 216:15</p>	<p>hitting 133:2 HLR-2 144:10 152:22 HLR-6 144:11 153:6 HLR-7 144:12 153:9,16,23 holding 118:4 holistic 161:11 holistically 145:19 home 135:2 homogeneous 64:22 honest 189:9 honestly 62:23 Honor 44:6,17 45:1 45:6,12,17 46:17 47:18 48:3 50:22 53:14,25 54:7,15 57:3,24 59:23 60:10 81:15 96:14 96:17 98:5,17 109:3 115:9,10 128:1 131:14,25 166:16 177:22 181:5 190:3 245:21 246:3,4 hope 97:11 174:6 219:8 hoped 223:6 hopefully 59:17 76:11 142:2 225:5 hopes 123:1 hot 129:10 hour 54:3 96:7 101:14 102:22 103:9,11 104:24 108:4,13 150:25 hour-long 68:24 hours 54:4 94:24 94:25 hours-long 68:25 house 148:23 households 78:18 Howell 52:12</p>
---	---	--	--	---

<p>215:23 244:2 HR/LL-3X 100:15 HR/LL-4X 105:13 HR/LL-5X 103:20 huge 149:16 174:21 hundred 241:21 hurt 242:14 hurts 237:23 hybrid 149:12</p> <hr/> <p style="text-align: center;">I</p> <p>ice 187:19 188:3,9 189:4 IDD 237:8 idea 96:21 160:6 identification 127:21 identified 45:25 47:4 51:9 58:23 77:12 78:2,2 82:11 96:6 141:15 147:7 165:19 168:24 210:8 213:9 identify 59:15 60:3 60:17 64:4 77:15 78:14,22 112:14 127:15,23 145:23 146:24 172:17 173:15,15 identifying 59:13 78:10 117:13 147:21,23 177:8 identity 113:18 IEP 66:14 67:22 82:7 83:13,21 86:12,14,24 87:3 87:16,21 88:4 89:20 90:10,12,16 90:25 92:17,22 93:6,9,16,19,21 93:22 94:12 IEP's 83:6 86:9 90:21 91:10 93:25 III 38:11 illustrate 196:5</p>	<p>Illustration 215:11 image 101:10 imagine 175:22 immeasurables 228:10 imminent 146:25 impact 66:25 135:1 141:13,25 147:12 148:8 189:11 220:6 221:6 238:13 239:19 240:17 impacted 65:24 67:2,5,10 69:21 132:9,11 141:10 145:3 171:6 172:8 177:15 238:14 impacts 48:21 147:16 157:2 221:5 237:7 238:8 238:9 239:3,12,13 Implementation 68:6 import 95:8 importance 228:15 important 65:16 66:6 83:3,16 86:13 140:14,15 175:4 216:2,3,11 231:5 importantly 216:12 impression 178:8 inaudible 165:13 219:15 incentive 93:19,22 94:2 191:21,23,24 192:2,4,9,13,14 192:24 193:7,13 193:18,20 196:21 197:1,4,8,12 199:1 201:2,8 202:7,17 204:11 include 62:22,23 66:23,24 67:4 73:12 88:2 90:17</p>	<p>119:12,15 143:16 145:15 153:11 154:17 155:5 165:9 174:3 186:5 209:12 217:7 224:21 226:13 231:2 included 49:25 71:14 73:3,12 82:5,12 105:6,10 107:19 119:1,3 148:17 152:19 153:8 156:3 169:16 188:4 197:22 198:16 209:8,14 210:22 212:24 213:24 217:11 226:5 227:25 228:4 includes 67:2 72:9 144:8 145:10 147:12 153:6 169:10,11 including 45:22 87:6 119:5,9 121:15,18 132:18 133:6 146:14 193:14 227:13 247:10 income 77:8 incorporate 206:20 incorporated 168:13 increase 138:22 184:20 218:16 221:20 increased 92:13 138:16 184:9 221:17 increases 149:23 222:3,7 incredible 174:9,16 incremental 70:9 70:21 87:20 90:18 incur 92:9</p>	<p>INDEX 42:1 indicate 125:11,25 126:19 indicated 52:10 180:21 indicates 126:20 indicating 130:24 indication 222:20 indicators 68:5 124:16 indirect 204:23 individual 144:22 155:23 160:23 168:7 individuals 63:24 192:15,18 193:8 202:3,6 industrial 82:6 87:23 88:8 industry 112:23 128:22 129:3 147:22 information 49:25 52:22 58:5,18 59:10 68:1 73:12 75:22,24 76:1 85:3 108:17 109:9 110:3 134:24 135:15 142:18,20 143:9 145:13 148:14 149:18 157:13 163:5 164:1,14 169:16 171:3 173:23 174:14,15 178:19 193:15 195:20,20 infrastructure 106:11 144:10,11 144:12,23 145:10 152:21,22 153:5,8 156:22 157:4 160:5,12 161:9 164:4,5 175:10 209:10 initial 102:6 144:8</p>	<p>161:24 164:19 220:7 236:5 initially 54:5 214:9 injuries 186:8,12 188:20 190:9,14 191:15 injury 187:14 188:22 189:5 191:16 Inland 40:20 45:5,7 51:17 56:18 80:2 81:7,18 84:4 inner 73:7 innovation 177:1 innovations 176:23 inputs 76:19 inquiry 178:6 inspection 117:14 118:2 install 164:5,8,9,10 179:5,6,13 installation 127:17 installed 162:13,25 163:13 166:24 167:3,18 168:8,12 178:13 instance 155:13 instances 187:19 Institute 116:4 insulation 179:10 179:18 insurance 183:19 184:4,6,9 185:19 186:2,4 205:24,25 206:21,25 219:4,5 219:11,13 220:1,3 220:11,12 221:3,4 221:6,10,12 228:8 insurers 219:7 insuring 228:25 integrated 82:3,12 85:6 103:20 108:11 integration 156:1 intended 45:24</p>
---	---	---	---	--

46:22,24 47:21 52:7 54:20 67:9 intending 52:13 intends 54:8 intent 109:25 interact 169:3 interconnected 123:10 125:12 126:20,25 131:6 interconnection 131:1 interest 75:5 78:15 93:6 175:14,23 interested 76:15 84:4 94:14 171:17 247:14 interesting 175:7 interestingly 94:20 interference 181:15 181:17 interim 240:2 internal 75:14 176:20 interrupt 161:22 177:25 178:15 interval 127:24 introduce 56:4 81:2 98:4 181:3 introduces 64:19 introducing 64:18 inventory 95:1 investment 155:17 155:18 156:6,9 160:7 176:13 209:7 234:18 investments 111:9 139:19 160:8 209:15,16 234:21 invite 99:11 invoice 185:6,9 invoices 184:22 185:1,1 186:5 206:21 220:20 involve 74:5 76:9 involved 176:22,23	177:8 ironically 160:5 irony 94:11 IRP 81:22 82:12,15 83:1,2 84:11,13 87:22 88:2,15 90:4 103:12 104:3 IRPs 82:19 ISIT 228:9 Island 40:11 issue 48:13 58:8 60:4 68:13 74:13 132:24 138:25 145:11 146:5,8,21 218:13,14 226:1 227:5 239:14 issues 50:2 57:18 57:19,23 132:12 132:25 134:16 141:23 145:1,2 146:10 173:15 237:19 243:23 244:20 item 107:8 118:10 187:12,23 188:25 189:3 210:12 items 87:5 170:9 Itron 164:9 175:22	JDLL8X 121:25 JDLL9X 122:24 130:18 Jeff 39:11 44:12 jeff.roberson@ut... 39:16 Jennifer 39:11 44:10 jennifer.cameron... 39:16 Jesse 59:25 60:19 Jessica 41:4 45:17 57:4,25 jessica.yarnall@s... 41:6 Joe 39:13 44:13 joe.dallas@utc.w... 39:18 join 43:13 55:6 66:8,13 150:23 joins 55:10 joint 58:14 59:11 75:5 81:16,17 244:20 Jordan 45:24 46:3 47:21 54:3 245:13 Joseph 244:2 Josh 99:4 141:17 157:21 JOSHUA 42:10 JPLLL9X 125:17 JRT-10 47:12 JRT-12T 47:11 JRT-13C 47:13 JRT-1T 47:5 JRT-31X 47:4 JRT-32X 47:10 JRT-33X 47:11 JRT-34CX 47:12 judge 38:13 39:3 43:6,10 44:8,15 44:22 45:4,9,14 45:19 46:19 47:19 48:5 49:4 50:8,20 50:24 52:15,19,25	53:17,21 54:6,10 54:17 55:14 56:1 56:8,12,17,21 57:1,7,15 58:4,12 59:1,19 60:2,12 60:15,21,25 61:2 62:11 77:1,4 79:17,18 80:8,13 80:18,19,24 81:7 81:10 95:13,18,24 96:23 97:4,17,21 98:1,14,20 99:10 106:13 109:13,24 110:6,10 111:6 112:1,5 114:19 119:22,22 125:16 125:22 126:8,15 128:3,10 131:10 131:15 139:23 140:5,12,16,19 143:7,11,23 144:3 150:1,7,17,24 152:5 165:6 166:2 166:13 167:13 169:22 170:1,5 176:7 178:2,14 180:16 181:7,12 181:22 182:5,16 182:22 183:10,17 189:13 194:15,18 195:4,8 203:4 205:4,12,21 206:5 207:9,14,23 229:7 229:7,19 230:1,7 230:14 232:3,11 232:20 233:8,14 233:19 234:3 236:17,21 243:6,7 243:16,21 244:5 244:15,22,25 245:4,22 246:1 July 38:22 43:1,7 48:2,9,24 49:18 50:5,6,11,14 143:25 144:4	152:1 jump 134:10 182:18 jumps 135:7 June 117:25 justify 113:24
K				
K-a-u-f-m-a-n 56:20 Kalich 73:7 Kaufman 56:19,20 67:22 74:23 keep 51:10 95:1 142:11 150:5 161:21 219:4 220:18 230:12,24 keeping 169:24 204:14 238:1 241:11 Kensok 52:11 244:3 Kevin 80:3 81:9 key 84:9 87:2 141:5 kilowatt 82:13 101:14 102:22 103:9,10 104:24 kind 62:25 63:21 77:15 94:7 138:3 161:1 175:5,11 208:18 217:14 219:10 225:18 228:4 231:14 kinds 63:25 64:1 69:3 137:22 141:6 170:23 175:5 221:4 KING 247:4 kinks 94:8 knew 88:20 223:5 know 58:13 61:23 64:15 65:11,12,17 65:20 68:9 69:13 74:16 77:23 78:11 79:9 83:18 84:5,7 84:8,17,18,19,20				

84:21,22,24,25 85:3,4,5,10 87:5 89:2,6,13,18,20 89:22,24 90:22,23 90:25 91:1,3,5,5,7 91:9,9,14,19,22 91:23 93:20,22 94:2,2,4,5,6,16,17 94:21 99:21 105:4 105:4,8,9 110:21 113:23 114:1 115:3 117:21 143:7 148:10 149:11 152:17 155:10,16 157:16 159:1,6,9 161:19 165:12 167:14,17 168:24,25 171:5,7 171:24,25 172:7 173:20,24 176:11 178:9 188:8 196:18 200:22 201:21 202:25 209:23 210:14,25 211:2,9,16 213:6 215:22 218:4 219:9 220:14,16 220:17 221:2,2 222:5,8,9,11,24 223:22 224:1,8,11 225:10,16 227:2,5 227:18,22 228:17 229:6 235:17 238:10,17 240:22 240:23 241:2,5 242:16,19 245:10 knowing 222:25 knowledge 138:8 156:1 known 48:21,22 72:15 113:25 142:12 221:19 222:24 228:9,12 228:23	L 38:23 247:6,18 L-a-n-c-e 56:20 La 42:7 51:23 52:6 96:2,13,20,20 97:8,8,23 98:25 99:1,2,16 100:4,8 100:12,23 101:5,9 101:16,23 102:4 102:16,20,25 103:5,13,22,25 104:4,9,16,19 105:2,8,14,17,22 106:3,12,18 107:3 107:6,10,12,18,23 108:8,9,19 109:16 109:19 110:5,11 110:16,17,20 111:2,5,12,16,22 111:25 112:11,22 113:3,10,13,19 114:1,11,14,21 115:9,12,15,17,22 115:25 116:6,11 116:14,25 117:5 117:12 118:13,17 119:2,14,21 120:6 120:17,25 121:9 122:1,10,14 126:23 127:10,19 127:22 128:19,20 128:23 129:6,11 130:17,20,22 131:2,7,23 132:3 150:4 152:10 159:25 160:19 166:16,22 167:10 180:17 208:5 labeled 107:8,10 125:13 126:21 labor 93:20 222:18 223:23 224:1,2 228:8 lack 118:2 laid 155:21 Lance 56:20 75:7	76:16 Landing 174:8 language 67:9,16 69:23 large 64:10 82:7 88:8 128:22 129:4 136:22 187:21 largely 162:11 larger 63:5 Larry 42:7 99:1 168:17 lastly 179:20 lasts 119:17 law 38:13 39:3 43:10 45:1 224:20 lawsuits 221:8 lawyer 108:20 lay 46:4 197:20 layers 220:16 lead 237:18 leaders 147:22 leads 219:10,10 learn 61:22,25 74:17 149:16 174:21 learned 136:9 137:20 176:4 learning 63:18 leave 54:13 178:7 187:24 201:24 225:23 led 132:7 left 104:11 107:7 133:1 163:14,17 179:12 left-hand 198:5 length 88:14,23 89:16 90:3 lesser 237:22 lessons 176:4 let's 43:6 44:3 51:2 55:18,19 56:3 57:8,10 80:8,14 81:1 97:17 105:12 109:13 115:7	120:8 126:8 140:15 150:24 152:5 195:12 200:25 201:21,23 225:9,15,15,17 229:9,19 233:14 letter 46:10 50:3 letting 171:24 level 76:21 78:15 144:22 154:25 156:4,19,19 184:11,16,17 197:2 209:19 210:11,13 213:22 215:13,24 216:25 218:17 219:10 225:10,12 231:8 231:25 234:18 237:25 levelized 107:25 levels 130:25 158:11 241:18 leverage 164:4 Lewiston 134:14 liability 184:5,9 206:13 life 116:5,21 117:18 169:13 199:6 life-cycle 102:9,11 111:14,20 116:19 170:12 lifetime 169:17 lightning 118:11,25 119:9,12 120:12 120:12 likelihood 117:23 240:25 241:3,4,7 242:21 limit 114:16 limitations 64:19 limited 55:16 141:2 141:2 line 46:14,14 91:19 162:10,10 164:21 164:21 178:6	186:12 191:12 192:24 195:19 197:7,25 200:16 200:17 201:5 206:13,24 234:17 234:25 236:13 lines 132:7,11,14 135:17 157:14 187:4 191:5 234:23 lingering 178:7 list 47:4 118:9 126:12 132:17 133:5 143:16 194:23 195:22 244:2 listed 107:23 197:11 200:5,7,18 200:20,24 202:3 lists 127:4 little 54:4,4 94:11 95:25 139:10 145:13 160:1 161:8 173:1 181:16 200:13 219:21 224:13 232:25 Liz 157:18 load 65:19 66:2 124:14,22 129:21 130:1,9 132:13 135:19 137:5 138:18,23 148:16 149:14,20 loaded 130:10 133:23 134:2,3 172:19 loading 122:13 124:5,10 128:16 129:8 133:7,22 134:5,6,18,19 135:8 142:21 143:13 146:16,20 loads 122:7 124:24 138:6 142:4
---	--	--	--	---

L

<p>Loarie 41:4 45:16 45:17 47:7,15,18 54:7 57:3,4,24,25 59:21,23 60:2 located 145:4 location 118:21 long 85:12 88:4 150:10 long-term 140:25 141:10 148:1 191:24 192:9 longer 74:18 117:16 118:6 132:25 139:4 179:9 195:11 238:16,18 239:22 240:11 longer-term 137:4 look 59:15 78:6 88:19 104:11 126:4 138:11 146:19 147:15,17 148:9 159:8 161:4 170:24 172:1 188:22 196:3 212:9 215:19,20 225:20 227:18,20 228:7 236:12 238:12 242:9 looked 146:23 159:5 200:6 looking 69:13 71:17 76:5,9 88:11 94:21 97:15 104:23 108:19,20 113:7 124:13 125:17 126:1,18 146:22 147:15,16 147:23,23 148:19 165:12 171:21 173:21 175:15 176:12,15 179:20 184:3,13,15 194:24 198:18 201:6 212:13</p>	<p>215:16,17 225:3 looks 156:15 229:5 229:6,24 lose 90:13 140:3 lost 139:22,25 181:24 236:18 lot 61:24 62:1 68:25 69:2 74:13 74:17 75:23 76:18 106:14 141:21 142:1 168:5 189:17 217:23 231:18 lots 96:15 196:18 loud 98:13 love 221:22 low 77:8 91:1 low-income 66:3,25 69:17,20 77:9 78:18 lower 101:22 103:4 121:10 204:14 220:19,24,25 241:11 lowered 186:3 202:21 221:21 lunch 96:9 131:20 150:5,8,16,25 152:7 luncheon 151:6</p> <hr/> <p style="text-align: center;">M</p> <hr/> <p>M 39:13 M-u-l-l-i-n-s 56:16 machinery 94:22 main 193:9 215:4 maintenance 213:4 major 156:2 187:19 making 71:1 114:14 150:19 173:21 175:15,24 206:2 manage 225:17 managed 220:23 management 116:4 116:13 145:20,22</p>	<p>152:25 153:1 211:11,14,17,23 212:18,22,23 213:23 214:4,6,20 214:22 215:22 216:3,19 218:17 manager 99:2 156:8 182:12 manages 153:20 154:9 mandates 176:14 manner 78:7 manually 164:24 166:9 map 147:1 157:1 March 185:7,13,20 222:21 223:23 marginalized 69:16 69:18 Mark 232:22 233:4 233:22 marked 58:16 59:9 59:11 market 73:2 84:20 92:18 market-driven 93:11 matches 116:9,12 material 179:18 183:25 187:13 190:21 218:19,19 materially 167:17 177:7 189:8 231:13 materials 109:6 233:5 math 76:19 241:25 242:25 matter 43:12 matters 53:7 maximize 175:16 mean 63:17 70:14 71:5 121:11 155:13 161:2 166:20 175:14</p>	<p>177:24 190:18 193:8 196:22 204:7 205:23 216:22 219:5 237:20 242:3 Meaning 120:14 means 63:14 116:18 117:10,13 180:9,22 202:22 241:13 meant 179:10,21 196:1 209:11 measurable 221:19 222:25 228:13,23 measure 66:25 133:14 204:4 measures 66:25 68:2,4,18,20 69:3 110:23 204:1,17 mechanism 73:10 86:24 91:11 216:23 218:1,9,20 226:18,19,21 227:7 230:23 231:11 mechanisms 217:24 230:20,21 median 202:22 meet 90:2 93:10 155:1 198:20 207:1 meeting 104:3 117:24,25 135:23 136:18 142:11 194:1 meetings 68:25,25 69:2,6 meets 117:17 megawatt 108:4,13 megawatt-hour 107:15 megawatts 82:14 88:2 melled 101:17 melt 137:16</p>	<p>member 67:19 memorialize 49:7 59:4 memorialized 62:8 mentioned 47:20 49:10 52:19 53:8 78:20 128:17 147:4 148:7 157:21 170:10,13 174:1 187:11 188:4,8 189:10 197:4 209:21 245:11 merits 161:4 meter 165:21 166:11,23,25 167:1,5,15 168:8 168:10 175:10 180:7 metering 106:11 162:13 163:22 175:22,25 176:24 meters 162:23,24 163:2 164:12,24 166:9 167:18 168:12 178:12 179:4,6,9,13,21 237:9 method 191:8 196:3 methodology 74:15 186:20 187:6 188:20 190:8 metric 203:13,21 237:19 239:12 241:14,16 metrics 203:18,18 203:25 204:18,23 237:7,16,24,24 238:24,24 240:11 240:13,18,24 241:11 242:20 244:20 Meyer 40:4 42:5,6 42:8,9,11,12,14</p>
--	---	--	--	---

42:15 44:6,7 50:7 50:12,18,22 52:4 52:18,24 58:10,10 59:2,7,20 96:11 96:14 97:19 98:3 98:5,12,24 99:7 108:21 109:3,12 114:17,20 121:2,3 121:6 128:4,6,14 131:8,13 140:10 140:10,14 143:20 143:24 177:22 178:2,5,14,21 179:2 180:25 181:3,5,11,20 182:7,8,14,17 203:5,11 205:2,21 207:10,13 230:10 230:12,15,18 232:2,11,18 233:3 233:7,10,20 234:1 234:4 243:18,20 244:4,8 microphone 183:12 microphones 51:10 55:3 middle 116:20 211:4 238:7 midmorning 79:25 79:25 midnight 94:23 midterm 136:20 146:5 Milnovich 40:15 44:25 45:1 46:15 46:17 mill 91:6 95:2 Miller 52:11 244:2 million 101:24 103:7 156:9 184:21 199:15,16 200:5,7,23,24 201:22 206:15 212:25 213:2,8 214:3 225:16	235:16 mind 64:2 106:19 108:10 148:7 213:5 216:10,17 mindful 119:25 Mine 125:19 minimize 136:11 141:25 164:15 172:7,13,23 minimum 76:8,12 minor 156:2 minus 201:19 minute 214:11 minutes 150:13 mirror 87:4 misheard 206:12 misleading 200:13 missed 219:17 mistaken 47:7 mitigate 135:18 141:3,23 237:16 237:18,21 mitigating 237:7 mitigation 219:6 mobile 136:25 164:1,14 180:9 model 65:16 147:20 149:19,21 modeling 75:6 76:9 models 48:18 49:8 49:10,13,14,17 76:19 147:14 148:13,18 modernization 139:16 141:8 142:6 145:11,14 145:19 146:3 152:24 modifications 46:8 modified 183:25 modify 141:13 171:7 modules 163:13 164:13 166:23,25 167:1,5	moment 43:13 50:18 57:8 58:11 62:12,13 105:20 106:14 108:10 112:2 118:4 126:8 143:24 162:2 163:4 181:6 189:14 194:16 203:8 229:9 233:5 236:19 momentarily 83:5 Monday 49:18 94:9 94:19 133:17 172:11,12 money 158:13 160:24 monitoring 66:24 67:3 68:3 147:2 month 50:16 170:17 171:5,9 180:10 213:19 monthly 155:1 months 213:6,18 214:11,19 231:10 231:21 morning 43:7 44:25 45:6,12,16 53:11 56:6,10,15 56:19,23 58:11 61:5 79:23 81:4 81:16,25 83:25 86:6 94:12 99:1 99:14 233:2 244:1 motions 247:10 Mountain 210:1 move 57:10 78:20 78:25 85:21 105:12 123:23 164:11 172:17,21 173:16 216:4 232:21 moved 230:1 moves 53:12 MTT-1T 236:6 Mullins 46:12	56:15,16 67:21 multiple 68:24 132:9 155:11 167:25 176:21 multiyear 215:17 224:21 225:1,3,11 227:2 mute 55:3,4 71:15 106:16 156:16 muted 51:10 60:5 62:12 <hr/> N <hr/> N 39:1 40:1,1,1 41:1,1,1 43:4 name 43:9 44:18 56:5,7,11,16,24 57:13,13 60:18,19 60:20 81:3,5 98:7 99:4 110:13 182:10 233:21,22 named 193:9,15,17 193:19,20 195:21 200:1 narrative 101:10 101:11 115:5 narrow 131:13 205:6 Nash 39:12 44:13 nash.callaghan@... 39:17 natural 43:17 162:13,15 163:22 166:23,25 167:1,5 nature 63:23 64:4 75:23 228:3 near 146:6 171:3 239:3 near-term 136:2,19 139:21 140:25 141:1,7 146:19 nearly 167:3 178:13 necessarily 64:22 76:2,19 200:12 necessary 136:24	190:11 237:15 necessity 61:13 62:2 need 52:22 53:2,10 54:25 57:6 58:9 64:23 75:25 82:3 82:4 87:19 88:22 95:3 97:8 99:18 119:24 122:6 124:25 136:19,20 138:11,16 145:12 154:12,13 159:15 160:7 162:7,24 167:2 175:18 181:10 182:18 203:8 204:22 210:11,13 216:4,6 223:2 228:17 230:11 234:19 237:6,18,21 needed 83:10,13 88:15 93:22 136:2 138:10 207:8 needs 60:8 75:24 124:17 145:21,22 147:21 183:12 235:19 negative 238:8 239:4 negatively 238:15 239:5 240:18 negotiation 84:11 negotiations 69:4 221:24 222:13 223:7 neighborhoods 135:6 180:11 neighboring 124:8 neither 109:1 247:12 net 102:8,10,13,14 103:2 169:12,17 170:11 network 163:1 164:2,10 236:23
---	--	---	--	--

243:23 never 137:14,17 142:3 new 64:19 70:22 73:11 133:10 138:10 149:23 154:12,13 171:18 172:2,3 176:14 224:20 225:22 226:8 231:5 234:20 nice 232:8 night 94:23 nighttime 149:5 Nina 39:21 44:18 54:1 104:16 108:20 nina.suetake@at... 39:24 nine 213:19 231:10 noise 75:13 106:14 noises 158:7 non-AMI 166:25 167:4,8 179:13 non-gas-only 162:22 163:25 non-officer 192:3 nonequity 201:2,8 nonqualified 200:10,18 nonquantified 172:4 nonunion 222:8 normal 64:9 71:12 173:9 212:17,23 213:3 214:3 226:20 227:8 238:11 normalize 189:6 190:25 normally 64:6 149:2 Northeast 40:10 133:24 134:6 Nos 38:5	note 46:8 66:7,22 108:10 149:8 153:17 185:25 244:9 noted 171:12 172:3 245:21 notes 71:17 notice 48:14 58:6 90:11,13 194:1 notices 173:22 noting 109:20 notion 178:10 November 89:4 number 55:16 60:4 60:7 93:10 101:23 104:17 109:11,16 109:17 121:16 126:1 136:11,15 143:8,12 152:23 164:25 165:4,8 166:2 167:13,13 172:8,11 174:24 205:11 206:2,17 206:18,22 207:5 207:11 209:20,20 242:24,25 numbered 170:2 numbers 58:20 59:16 165:11 170:9,12 171:14 171:17 186:3,4 220:7,25 244:21 numerous 91:5 <hr/> O O 40:1,15 41:1 43:4 o'clock 150:21 O'Connell 38:13 39:4 43:6,9 44:8 44:15,22 45:4,9 45:14,19 46:19 47:19 48:5 49:4 50:8,20,24 52:15 52:19,25 53:17,21 54:6,10,17 55:14 56:1,8,12,17,21	57:1,7,15 58:4 59:1,19 60:2,12 60:15,21,25 61:2 62:11 77:1 79:18 80:8,13,19,24 81:7,10 95:13,18 95:24 96:23 97:4 97:17,21 98:1,14 98:20 99:10 106:13 109:13,24 110:6,10 111:6 112:1,5 114:19 119:22,23 125:17 125:22 126:8,15 128:3,10 131:10 131:15 139:23 140:5,12,16,19 143:7,11,23 144:3 150:1,7,24 152:5 165:7 166:2,13 167:13 169:22 170:1,5 178:2,14 180:16 181:7,12 181:22 182:5,16 182:22 183:10,17 189:13 194:15,18 195:4,8 203:4 205:4,12,21 206:5 207:9,14,24 229:7 229:8,19 230:1,7 230:14 232:3,11 232:20 233:8,14 233:19 234:3 236:17,21 243:7 243:16,21 244:5 244:15,22,25 245:4,22 246:1 o--- 151:8 246:7 O&M 218:11 o0o-- 43:3 152:3 Oakland 41:5 object 49:13 108:22 objected 231:23 objection 49:16 54:22 110:7 115:5	objections 49:20 67:18 247:10 observer 44:1 obvious 203:24 obviously 65:13 66:14 74:14 147:13 148:6 208:7 209:8 211:12 212:18 217:25 218:6,22 220:5 221:6 224:14 230:5 239:12 occur 69:6 90:24 occurred 146:16 223:9 occurrences 209:25 occurring 154:22 October 70:20 71:6 72:1,4,11,11,14 72:20,20 73:11 223:25 offering 89:24 110:3 Office 39:22 officer 199:5 officers 184:5,9 192:9,14 193:9,10 193:13,15,17,20 193:21,21 195:21 196:1 197:5 200:2 206:13 235:23 offline 91:14 offset 238:7,9 239:3 240:3 offsetting 223:15 223:16 Oh 62:13 111:22 112:24 120:25 180:15 184:15 okay 44:22 46:19 47:23 48:5 49:4 50:24 51:2 53:4 53:21 54:6,10,22 55:2,21 56:1 57:7	57:15 59:19 60:21 61:4 62:14 63:10 66:21 67:24 69:7 70:25 71:19 72:8 72:17,23 73:18 74:20 76:22,24 79:18,20 80:13 81:1,10 82:16 89:9 90:8 92:14 93:2 95:18 97:18 97:21,22 98:1,16 98:20 99:10 101:18 102:17,20 103:1,8,18,22 104:9 105:3,11,14 107:12 109:24 110:10 111:3 112:5,7,24 113:15 115:22 116:1,25 118:8,22 119:4 121:22 122:1,16 122:22 125:3,10 127:7,25 128:3 129:7 131:15 139:9 140:5,13,20 143:6 144:3,5,16 145:7 146:11 147:10 150:14,24 152:15 153:4,12 153:24 154:2,20 158:19,25 159:7 159:10,18 160:14 161:18 162:4,6 163:15 164:17 165:5,17 166:13 167:11,20 170:5 177:11,19 179:25 180:16 181:21,22 182:1,16 184:15 184:19,24 185:4 185:15 186:7,22 187:25 188:14 191:3,7,12,19 193:23 194:4,25 195:4,14,15 196:2
---	---	--	---	---

198:10,17 199:3 199:24 201:17 202:1,13 203:2,4 203:16 204:21 205:2 206:4 207:4 207:7,9,14 208:14 208:22 209:6 210:17,23 211:10 212:15 214:7,24 217:3,15 218:25 219:20 224:19,23 227:9 229:20 230:7,14 232:3 233:9,10 234:3,10 234:16 235:2,4 236:11,14 239:7 239:18 240:20 243:4,7,16,21 244:24 245:4,17 245:22 older 180:7 Olympia 39:15 once 89:21 120:15 122:7 127:16 139:5 147:7 180:10 245:8 one-year 90:13 ones 136:8 167:8,9 185:18 188:9 ongoing 213:3,22 219:7 220:2 online 117:24 126:4 open 67:16 85:18 103:16 218:22,23 operates 76:10 91:6 operating 74:18 95:5 112:17 113:25 146:24 165:19 203:18,25 204:1,17 210:22 212:17,23 214:4 214:14,20 217:8,8 226:20 operational 136:4 137:11,24 176:2	operations 135:24 135:25 173:22 241:10 operator 175:2,2 opportunities 89:22 90:6 127:18 opportunity 46:4 49:12 84:1 89:16 93:23 94:7,9 95:2 95:23 149:16 174:24 178:22 187:22 209:5 210:16 244:10 opposed 82:25 92:1 218:3 opt 61:13 62:3,3,10 62:15,16 63:1,2 65:4 opt-in 61:10,10,14 62:4 opt-out 62:18 63:4 64:4 65:16 164:22 164:24 165:1,4,14 165:20 166:12 optimistic 54:5 optimization 169:4 opting 63:13,16 166:4 options 137:4 order 49:7 52:7,12 52:16 83:9,15 136:22 212:3 245:7 Oregon 40:17,23 organizations 78:22 original 47:16 109:1 220:20 originally 78:2 188:16 220:25 outage 123:12 130:13 172:10 outages 119:5,9 120:11 129:22,25 132:8,9,21 135:19	136:15,16,17 137:14,15,17 143:4,5,15 145:3 172:7 173:25 outcome 240:16 247:14 outcomes 78:17 outside 66:14 188:12,18 190:7 221:5,5 238:25 240:23 outstanding 53:6 over-collecting 216:19 over-recovered 190:17 191:2 overall 84:5 87:8 95:8 109:22 165:21 167:17,19 213:13 overheating 144:19 overlap 96:22,24 97:9 99:17 157:17 160:8,13 overlapped 160:16 overlapping 159:6 overlaps 140:24 overload 173:18 overloaded 122:6 144:19 173:12 overloading 146:8 overpaying 84:15 oversight 67:8 overstated 219:12 219:23 overview 209:11 <hr/> P <hr/> P 39:1,1 40:1,1 41:1,1 43:4 P-i-e-d-f-o-r-t 60:20 p.m 53:9 150:25 151:7 152:2,8 246:6 PAC 74:14	PacifiCorp 61:24 74:6 page 42:3 46:13,14 52:17 87:19 104:6 104:17,18 107:4 113:7 115:21,23 125:8,24 126:18 130:19 153:14,16 153:23 161:25 162:9,10,10 164:20,20,21 169:19,19 170:2,2 170:6,7 171:18 183:21,25 185:23 186:8 187:3 191:4 192:21 194:11,12 195:1,2,16,19 196:4,11,23,23,24 198:4 199:5,18 200:6,20,23 202:11,12,15 205:13,20 212:2 212:10 215:10 234:17 236:12,14 pages 38:12 58:17 58:18,21,23 59:9 59:13 125:19,23 183:24 195:11,11 200:24 paid 92:18 198:24 198:24 236:3 pain 221:11 panel 51:6,12,15,16 51:22 52:6 53:24 55:11,19,22,25 60:17,23 67:20 76:25 77:2 79:21 80:23 97:25 128:2 150:15,16 151:1 152:9 154:2 161:20 162:20 178:4 panels 174:12 paper 40:20 45:5,8 56:18 81:8,18	84:4 91:3 papers 96:16 paragraph 70:7 77:6 102:19 park 150:18 part 51:6 62:24 66:3 84:3 87:2 89:15 103:6 110:1 111:13,19 113:5,6 113:9,11,12,13,14 146:3 148:4,5 157:19 165:25 166:8 177:2 201:4 201:5 204:10 206:22 208:3 209:16,21 212:20 214:6 216:3 219:14,17 222:6 226:20 227:7,24 228:7,20 229:2 partial 58:15 participant 44:1 participants 62:21 62:23 64:6,23 69:1 202:6 participating 94:3 165:1 participation 91:10 particular 65:15 66:3 91:19 99:20 99:22 110:21 113:20 118:21,21 126:24 132:14 154:4,21 158:21 161:24 187:12 188:24 189:3 197:19 198:22,23 199:1 218:12 225:14 226:22 227:6,12 parties 44:4 45:20 48:12 49:12 51:13 53:6 61:24 63:6 67:9,14 69:3 70:18 73:21 74:5
--	---	--	---	--

79:21 84:10 85:15 93:16 143:17 186:2 218:6 227:22 245:16 247:13,14 parties' 43:24 54:13 partner 174:16 partners 175:22 partnership 175:5 parts 144:20 215:9 party 78:3 79:10 118:12 pass 232:14 Pat 61:18 70:15 74:9 76:16 78:9 78:20 path 75:1 patience 126:14 Patrick 56:7 pause 106:13 139:23 229:19 pay 83:19 86:16,25 90:17 195:25 217:2 paying 86:18 payment 82:8 87:14 92:12 94:1 payments 81:19 82:1 87:18 200:12 payout 191:18 payouts 191:15,16 pays 235:7 PC 40:15,21 peak 61:11 90:2 132:18 133:6,7,10 133:11,22 134:1,3 134:5,6,9,17,20 135:8 138:6,7 peaks 135:3 138:14 pending 165:15 pension 200:10,17 201:19 people 55:16 63:19 Pepple 40:21 45:6,7	percent 92:23 93:1 93:18 108:15 122:13 124:5,10 124:13,16 128:16 129:8,23,24 131:5 133:7,23 134:2,3 134:5,10,18,19,22 134:23 162:12,23 163:12 166:24 167:5,18 178:11 178:12 179:23,24 192:5,7 197:22 206:24 207:1,3 209:16 218:18 221:17,21 225:19 225:21 241:21 242:17,18 percentage 167:2 178:8 179:21 241:6 242:8 percentagewise 130:25 perfect 149:6 212:15 perform 62:16 performance 196:6 196:7,12,15,18 197:10 198:12 203:18,21 performed 117:15 period 70:10,11,12 70:13,14,17,19,20 70:24 71:7,10,22 71:24 72:4,6,11 72:16 73:9,16,17 81:20 82:2,9 83:20 85:20 86:1 87:15 88:24 90:5 92:17 93:8 94:1 95:6 184:16 185:6 185:9 187:17 190:19 201:16 213:17,20,22 223:24 224:4,15 224:25 228:3,18	228:19 231:3,5 238:19 239:14,18 240:4,11 241:24 241:24 permanently 85:25 person 120:3 140:14,15 220:13 perspective 83:6,16 90:21 133:19,21 136:4 137:11,19 141:20 155:22 157:8,18 238:15 244:13 pertinent 166:17 petition 43:18 phase 173:4,4,5,8 173:12,13,17,17 phases 173:4,6,10 philosophy 129:22 129:24 phone 60:3,6 pick 123:11 130:1 233:1 243:25 picks 180:11 picture 121:18 pie 104:11,14,25 piece 117:16 139:16 209:1 pieces 104:25 203:22 208:16 Piedfort 57:8 58:1 58:5 60:1,10,13 60:19,20 pilot 62:2,19,20,22 62:24 63:7,17 64:5,9 65:6,13,22 66:5,23 164:22 pilot's 62:25 63:3 pilots 61:8,11,11,13 61:15 63:22,22 66:15 69:10 place 91:2,20 158:17 218:9 plan 43:19 49:24 50:4 66:24 67:4	68:3,6 82:4,13 85:6 103:21 108:11 135:18 137:23,25 138:1 139:14 141:1,20 144:10,11,12,21 144:23 145:4,6,10 145:14,14 152:22 153:5,8 156:20,22 156:23 157:3,3 159:7 161:9 171:23 191:24,25 192:2,4,7,9,13,14 192:19 193:20 196:21 197:1,4 199:1 201:2 204:11 210:24,25 211:3,24 213:2,7 213:12,13 215:15 216:4,14 219:6 225:2,11 227:2 228:16,16 planned 99:15 170:17 planning 83:10,16 99:3 138:5,12 139:2,3,8 140:25 140:25 141:1,7,11 141:11,12 142:11 147:5,8 148:1,18 155:1 156:19,23 158:2,9,11,12 170:19 224:9 235:10,13,22 plans 139:15 141:6 145:16 152:18,21 153:13 155:9,17 155:21,22 156:4 157:4,7,13,15,24 157:25 160:5,12 161:1,1 168:1 202:7 208:15,19 209:7,10,10 215:17 224:21 225:3	plants 155:7 play 124:20 129:9 playbook 141:20 playing 73:7 please 47:16,17 48:17 50:2,6,19 51:10,15 53:17 55:2,4,23 58:4 59:4 60:3,17 73:25 80:22 92:2 96:11 97:24 98:7 100:14 102:18 104:6 106:16,17 106:18 107:4 111:6,24 112:1 113:8,11,16 114:16,23 115:11 115:20 117:9 118:9 126:15 130:19 132:3 143:15 153:17 154:3 169:22,23 178:20 182:2,9 183:14,20 189:16 189:24 192:21 194:11 195:5,14 203:5 232:23 233:16,20 244:22 pleased 220:10 plus 143:5 201:7 PO 39:14 40:5 point 52:4 69:12 79:24 88:6,21 108:13 110:18 113:17 123:16,23 127:20 129:18 131:21 159:2 160:19 162:15 163:19 167:23 168:2 174:7 175:4 176:15 185:21 186:6 190:11 195:9 216:9,18 222:19 238:3 pointed 62:20 75:7
--	---	--	---	---

<p>pointing 214:8 points 84:25 113:1 113:1,6,14 116:2 116:8 pole 118:1 152:25 poles 129:2 policy 220:3 polka 150:18 poor 244:11 pop 157:3 population 64:11 64:16,25 65:14 66:4 populations 67:1,2 67:5,11 69:18,21 177:15 portfolio 91:6 portion 46:12 64:10 197:20 213:24 234:20 portions 153:11 162:12 192:3 201:5,10 Portland 40:17,23 114:2 122:11,17 128:17 pose 178:17 position 98:8 182:10 233:21 possibilities 220:8 possibility 238:1 240:22 241:15 possible 43:21 64:18 76:6,16 96:25 97:16 243:12 possibly 215:23 post-commitment 81:19 82:2,9 85:20 86:1 87:15 88:24 95:6 post-COVID 147:17 148:8 posted 206:14 potential 78:22</p>	<p>83:8 84:18 88:25 99:17 136:6 149:23 159:12 238:20 239:12,19 potentially 76:13 90:6 141:13,14 power 70:5 71:1,8 71:12 72:24 73:2 73:3,8 75:22 91:14,24 94:13 114:12 122:19 practice 116:14 193:2 practices 122:13 175:11 176:5 practitioner 44:20 pre-COVID 135:3 precise 129:14 precommitment 92:17 94:1 predicts 90:4 preempted 143:5 prefaced 122:5 prefer 123:17 150:15 245:9 preference 97:15 245:12 preferential 74:16 preferred 82:5 88:1 prefiled 45:21 109:6 premium 108:3 premiums 220:6 221:7,10 prepaid 184:23 185:21 186:5 prepare 50:17 136:2 prepared 95:4 104:22 108:7 111:5 136:4,21 137:19 151:2 162:17 207:16 present 48:11 52:8 52:13 93:23 102:8</p>	<p>102:11,13,14 103:2 169:13,17 170:11 presentation 104:2 104:7,10 presented 160:4,22 219:6 presenting 208:10 president 98:10,22 233:24 presiding 43:11 pressing 60:9 pressure 216:1 221:9 pretty 84:3 89:14 157:6 previous 132:17 133:11 134:1 200:6,20,24 222:14 previously 109:5 132:12 193:14 price 64:1 83:4,13 83:17 84:22 85:6 85:10,20 92:18 103:9 104:23 107:9,11,15 prices 85:4,8 pricing 66:23 69:10 primarily 135:6 145:21 234:19 prior 57:20 71:13 86:2 prioritization 139:19 prioritize 235:14 235:18 pro 70:10,11,12,13 70:17,19 71:21,24 72:4,6 73:17 184:17 213:17 217:12 220:9,24 224:2 226:3,4,6,8 226:11,12 227:7 227:11,15,21,22</p>	<p>proactively 132:7 137:21 probability 91:2 173:18 probably 61:19 63:24 68:14 74:11 74:17 91:10 121:16 156:10 181:23 190:25 193:1 224:13 problem 63:22 88:19 104:18 105:23 112:4 158:8 236:9 problems 57:5 procedural 53:6 procedurally 53:23 procedures 226:21 proceed 99:12 proceeding 74:5,25 86:24 108:24 110:21,25 156:25 217:19 proceedings 246:5 247:7,9 process 68:19,22,23 69:5 74:24 75:1,9 76:3,10,21 91:16 91:17 94:8 137:20 139:4 147:5 165:14,16 175:18 177:10 193:25 235:13 processing 78:4 procure 87:20 product 91:6 production 105:1 profile 134:25 148:16 149:14 program 62:4,10 63:4,4,20 64:4 65:24 82:7 83:11 84:6 85:7,11 88:5 88:7,21 89:3,17 91:21,23 93:9</p>	<p>94:3 103:11 145:11,19,20 146:3 152:24,25 152:25 153:2,16 153:18,20 156:19 156:21 166:5 170:14 177:9 programs 62:18,20 63:7,25 64:10 77:9 141:9 152:23 153:2 169:2 171:14 191:23 project 40:8 45:11 45:13 56:22,24 77:12,15 78:1,10 78:16,16 109:22 137:11 146:4,7 158:4,18 162:11 167:17,19 169:13 210:1,2,7 218:12 projected 227:13 projections 167:25 169:12 projects 77:13 78:23 79:4 136:23 136:24 137:7 141:14 142:7,9 147:7 153:7 155:3 155:6 158:15 160:9 177:2 208:11 227:23 property 221:4 228:8 proposals 193:3 227:11,14 propose 68:5 77:12 79:4 proposed 216:24 231:1,25 proposing 188:19 190:8 215:6 protect 216:12,13 228:24 protected 132:21 protecting 216:20</p>
---	---	---	--	---

protection 154:11	115:13 116:23	144:25 154:1	130:4 137:20	224:21 225:1,3,14
protective 136:17	117:1,6,24 122:4	155:7,12,16	141:19,24 180:2	225:15,17 226:3
137:15,17 143:4,5	123:2,7 126:2	159:10 161:22	181:14	227:8 228:2,18,19
143:15 145:3	127:14 180:23	164:19 178:18	quite 57:21 76:18	236:2,4 238:3,13
173:25	187:13 189:1	183:15 189:16,19	89:20 98:18 160:5	239:19
protects 239:4	245:11	189:25 192:11	quote 70:8 87:19	rated 237:25
provide 49:12	Puget 74:14	193:11 203:1	118:15 124:1	ratepayer 64:11,25
50:16 64:24 67:25	pull 69:2 112:2	208:3,8 210:21	quoted 109:16	ratepayers 93:6
87:21 90:9 91:14	137:6 141:14	211:18 215:1,4	quotes 123:8	236:1
91:18 93:15 94:19	pulled 74:19 143:3	221:15 223:19	quoting 123:22	rates 62:25 63:15
160:6 162:14	187:20 230:25	225:6 229:4		63:16 72:3,24
167:2 204:13,23	pulp 95:1	230:21 236:22,25	R	86:15 119:1,6,7
209:3 212:3,7	pulping 91:13	237:5,13 244:17	R 39:1 40:1 41:1	119:11,11,15,18
220:14 245:7	purchases 73:2	questioning 58:13	43:4 247:1	120:13,14 169:1
provided 90:14	purposes 196:16	130:18 200:16	R-a-s-l-e-r 81:9	190:15 197:22
91:24 109:9 125:5	239:19	234:2	R&D 176:22	204:14 219:5
195:20 212:7	pursuing 163:21	questions 52:11,23	radial 123:9 124:12	228:4 231:6 236:3
providers 220:4	push 85:16	53:13,23 54:25	124:18	ratification 222:1,9
221:12	put 56:2 68:22	60:23 66:18 69:9	raise 55:23 80:22	rating 122:7 148:20
provides 61:8 70:8	80:24 91:17 98:2	69:10 70:5 76:24	97:24 182:2	238:12,21 241:5,9
83:20 88:9 90:15	128:8 137:20,23	77:2 79:17 81:12	233:16	241:12 242:13
91:11 93:18 113:4	161:16 182:6	87:13 95:10,11	raised 131:11 159:5	ratings 238:15
113:17	221:9 230:22	96:21,24 97:7	221:21	RDR 38:23 247:18
providing 114:25	240:7,10	99:15,20 108:7	raising 205:22	reach 122:7
179:22 222:11		110:12 111:4	ramp 215:20 216:8	reached 68:12
provision 77:6	Q	112:13 114:22	ramped 214:20	reaching 198:15
81:18 87:23 88:12	quadruple 159:12	118:10 128:2	ran 238:19,24	read 161:10,13
provisional 226:13	159:21	131:16,18,19,23	241:25	180:11 214:9
provisions 66:23	qualify 240:1	132:1,16 139:12	range 64:5 85:8	241:9
176:10	qualifying 189:23	142:15 144:7	Rasler 51:18 59:6,8	reading 92:9
proxy 193:6,12,16	quality 236:24	150:2,3,10 151:3	80:3,16,17,21	164:24 165:21
194:8,12 195:23	quantified 168:23	152:12,14,16	81:9,9,17 83:5,12	166:9 168:10
196:16,21	172:4	159:2 161:20,23	83:22,24 84:17	ready 55:1 60:22
PSE 74:6,23 75:8	quantifying 168:3	166:15,17 176:7,9	86:7 87:2 89:11	80:3 97:20 99:9
75:17	quarter 221:18,25	177:20,23,24	89:13 90:21 93:24	181:21
public 39:20 44:16	question 61:7,16	178:3 183:6,13,19	93:25 95:20,22	real 132:24 141:18
44:19 45:24 46:4	73:23,25 77:5	183:24 202:15	rata 213:17	171:6 173:20
47:23,24,25 48:6	81:25 86:8 92:15	203:3 207:15,21	rate 43:17 71:25	199:6
48:8,17 49:1	99:23 106:19	208:4,23 210:20	72:2,5,7,16 86:23	real-life 199:9
51:14 52:1 54:13	110:9 113:18	215:2 217:4 224:7	87:8 92:19 101:17	realistic 50:13
54:15 55:23 57:10	114:18,23 115:2,3	230:8 232:4,13,15	104:12,23 110:1	realization 168:1
57:13 58:6,20	115:8 120:5,5,9	234:12 243:5,9,11	120:15,16 121:16	realize 186:1
79:22 93:6 96:6	120:18 121:23	quick 77:21	142:5,10 168:25	realized 197:8
100:16 104:2,10	122:5 123:7	quicker 123:18	213:17,19 215:17	really 64:3 65:23
105:15 112:8,14	129:14 135:10,22	quickly 53:11	217:13,19 223:24	66:5 68:21 69:2
	139:11,13 140:21		224:4,10,14,17,20	

82:2,4 85:20,25 89:23 93:8 95:3 97:15 130:6 146:20 157:12 161:2,3,3 171:16 172:20 175:14 185:22 200:11 209:19,25 216:1 218:11 225:25 228:18 230:13 realtime 95:3 169:1 170:25 171:3 247:7 reason 62:7 65:15 66:2 72:19 91:2 91:16 213:7 reasonable 65:18 85:8 144:1 240:17 reasons 65:20 118:15,25 119:10 228:1 reassessing 149:7 rebate 61:11 rebuild 142:6 153:15 154:6,17 154:24 155:25 156:2,2 rebuttal 97:2 100:6 111:9,14,20 123:8 123:25 183:8,21 185:24 186:1,4 187:3 191:5 192:22 202:10,10 205:9,15,19 206:19 221:16 228:12 234:13 recall 188:10 189:21 203:13,22 226:24 receive 81:19 85:11 87:16,17 92:23 93:16 171:5 201:14 received 47:25 49:10 184:22	185:2,12,20 186:5 200:15 201:13,23 206:21 220:20 receiver 180:4,6 receives 201:13 receiving 62:24 92:25 93:18 recess 80:7 151:6 recognize 64:21 86:13 93:14 recognized 43:25 213:21 recognizing 138:11 143:3 147:24 recommend 66:11 238:2 recommendation 187:9 240:5,7 recommended 242:4 recommending 186:14 reconcile 225:2 reconvene 150:24 record 43:6 46:7,9 50:21 56:4 58:13 59:4 60:18 66:8 75:11 80:5,9,14 81:2 98:7 108:18 108:23 120:2 143:10 151:5 152:6 159:19,20 180:14 182:9 233:20 246:1 recorded 198:25 210:8 recover 43:18 187:16 197:16 231:4,6,9 recovered 190:25 192:6 197:20,25 recovering 155:10 191:17 192:8 231:12 recovery 156:24	157:10 159:13 160:4,23,24 177:4 179:17 190:15 192:10 208:10 recross 206:1 207:10 Recross-Examin... 42:15 206:10 redirect 42:5,6,8,9 42:11,12,14,15 128:5,13 131:11 179:1 203:6,10 207:12 230:17 redirected 136:23 reduce 136:14 139:2 172:9,11 173:18 206:23 221:13 241:13 reduced 142:7 207:1,2 213:24 reduces 206:25 reducing 138:20 189:12 reduction 106:7 107:2,16 138:24 redundancy 129:15 130:12 reevaluate 85:22 reevaluation 138:5 refer 47:16 83:5 110:12,13 130:19 139:14 202:15 reference 69:22 162:9 163:20 164:21 referenced 74:3 92:24 160:21 references 144:8 152:22 153:14 referred 194:8 referring 101:24,25 104:15 142:20 186:8,11 refers 178:19 refined 172:16,20	reflect 204:18 reflected 160:11 163:25 185:6 reflecting 71:7 73:2 108:15 reflective 134:24 196:1 regarding 47:25 49:19,24 51:16 81:12 86:8 202:19 211:10 regards 50:9 191:22 197:6 region 124:25 Registered 247:6 Reinvestment 177:4 rejecting 46:21 47:3 rejection 46:24 relate 68:4 103:14 129:15 related 49:9 61:7 66:18 74:13 86:21 87:13,22 88:4 137:13,15 171:13 176:9 186:3 198:7 198:12 205:24 217:4,17 237:8 relates 74:2 117:10 176:9 relationship 196:5 relative 247:12,13 relevance 46:5 relevant 50:1 115:3 152:18 reliability 99:2 197:17 reliable 112:17 reliably 112:17 113:25 relief 91:14 94:20 rely 83:4,9 88:10 88:25 relying 92:12	remain 54:25 91:4 118:3 221:20 remaining 51:19 52:7 237:17 remarkably 244:12 remediation 86:10 86:22 remember 148:4 237:10 238:6 remembering 59:3 remind 170:22 reminder 181:15 reminding 170:19 Remotely 38:15 removed 118:18 Rendahl 39:7 55:6 55:10,12 60:25 61:4 62:11,13 63:8 66:17,21 67:18,24 69:7 70:4,25 71:4,16 72:2,8,17,23 73:18 74:20 75:3 76:8,22 87:12 88:12 89:9 90:8 92:4,14 93:2 95:9 125:16,19 126:2 126:13 142:16 143:6,19 144:5,16 145:7 146:11 147:10 148:6 149:25 150:22 152:13 153:4,12 153:23 154:2,20 155:5 156:17 157:25 158:6,19 158:25 159:5 161:18 162:3,6,19 163:6,15,19 164:17 165:5,17 165:24 166:10,14 166:18,19 167:7 167:11,20 176:8 177:11,19 178:1 180:2,13 195:6
---	--	--	---	---

224:6,19,23 227:9 229:20,23 230:4 234:6,10,16,25 235:4,6,25 236:5 236:9,11,18,20,23 243:8 Rendahl's 244:11 renewable 77:9 renewables 77:7 78:6 renewal 83:8 85:22 88:25 89:6 90:6 repair 94:24 repeat 98:18 111:18 123:14 183:14 184:11 190:4 rephrase 119:8 replace 117:22 replaced 112:18 replacement 90:17 92:11 113:24 116:15,16,18 124:17 127:17 replacing 116:9 replenish 94:25 report 169:11,20 171:13,18 reported 38:23 132:6 166:20,24 167:4 reporter 65:10 80:10,12 98:16,17 106:8 120:2 140:2 140:4 181:18 219:16 247:6,6,7 reporting 110:22 110:23 218:23 reports 202:24 241:9 represent 178:11 191:14 representative 64:3 64:24 representatives	44:4 75:4 represents 68:21 118:20 request 46:11,16 48:6,7,16 49:6,8 49:11,15,20,22 50:9 54:16 100:16 100:22,25 103:24 105:16,25 106:5 106:24 110:1 112:9,10 113:5 115:14,16 117:2,4 117:6 122:4 123:3 123:4,24 125:4 126:1 127:14 142:19,24 143:8 143:12 158:4 165:7,13,25 166:1 166:3,3,21 167:8 167:12 178:9 218:7 225:2 243:1 243:2 requested 46:20 113:18 requesting 143:12 requests 48:11,15 49:21 97:1 113:21 143:17 158:12 160:22 234:20 235:7,10,17 236:1 244:19 require 49:16 90:4 117:17 required 91:17 93:10 118:3 requirement 48:18 49:8,13,17 85:23 95:7 198:8 requirements 118:7 182:13 207:1 requires 114:24 requisition 209:17 209:20 reserve 46:2 191:8 191:15	reserved 93:17 residential 61:12 135:6 173:5 resiliency 43:19 49:24 50:4 153:2 156:20,21 157:3 210:24 resolve 57:17 58:8 resource 82:3,5,13 83:10,16 85:6 88:1,10 89:1,7 103:21 108:11 resources 88:14 174:17 175:5 respect 69:20 84:2 120:1 129:1 179:4 240:3 respond 63:25 95:5 105:18 120:6 129:12 140:23 189:16 responded 49:16 222:9 Respondent 38:9 response 48:7 49:8 49:11 82:6,14 83:11 84:3,9 85:7 85:11,24 87:13,21 87:23 88:3,5,7,13 88:21 89:3,17 90:14 91:12,25 100:16 105:15 109:4 112:8 113:8 113:12,17 115:13 117:1 122:3 123:2 125:4 127:20 141:24 143:21 147:14 183:9 186:24 responses 49:20 152:15 responsible 86:18 rest 87:8 95:1 139:15 193:22 229:6 244:1	restart 57:20 58:8 140:6 restate 106:18 resubmit 58:22 59:12 result 92:13 109:7 135:7 171:19 189:9 238:1 resulting 101:19 103:2 results 168:15 198:25 resume 53:10 retroactive 222:15 222:21 return 80:1 83:22 90:11 223:13 237:14 241:17 246:2 returned 239:13 returning 237:8 revenue 48:18 49:7 49:13,17 85:23 182:12 198:8 review 85:17 139:4 146:13,14 reviewed 127:16 193:3 reviewing 139:3 revised 45:22 183:24 184:1 193:25 205:10 206:3,17 213:1 225:12 rider 86:21 riders 86:17,19 87:6 right 55:24 57:7,16 60:15 62:2 63:22 65:1,12 70:1 74:1 75:20 79:2,16 80:22 81:14 85:8 85:13 86:4,6 87:10 94:3,6 97:19,24 108:25	109:13,14 113:10 118:17 123:20 128:9,25 130:16 131:8 135:12 139:20 143:2 145:18 153:22 155:15 159:24 162:17 165:11,13 167:16 170:11 176:6 180:13 182:3 185:12 201:11,20 212:13 214:24 221:14 224:5 229:18 230:24 231:24 232:18 233:17 234:1 237:12 241:23 right-hand 195:3 rightly 62:20 risk 84:18,21,25 90:25 91:10 109:7 142:7 146:25 212:19,21,21 213:9 214:6,22 216:2,7 219:24,25 219:25 231:17 238:20 240:10 241:25 242:22 risking 242:13 risks 164:15 220:4 235:19 road 40:10 68:11 Roberson 39:11 44:13 role 154:11 roll 161:1 208:18 210:14 rolled 170:15 rolling 132:8 188:12 rollout 162:14 Ronald 38:23 247:6 247:18 Rosentrater 42:4
--	---	---	--	---

51:22 52:6 96:2 96:13,20 97:7,10 97:23 98:6,9,15 98:21,21 99:16 100:3,9,13,19,24 101:6 104:8 105:19 106:2 129:12,16 130:14 131:22 132:2,2,15 135:13,21 139:20 139:25 140:6,13 140:17,18,20 142:17 143:2,10 144:2,7,14,24 145:18 146:18 147:19 148:11 150:2 152:10,16 153:3,10,21,24 156:15 157:11 158:1,5,8,23 159:17,23 160:20 161:6 162:21 163:7,10,24 165:22 167:16 168:5 169:9,23,25 170:4,11 171:25 175:21 176:17 177:17,21 179:3,8 179:11,15,19,23 180:1,4,17 208:5	safely 112:17 113:25 salaries 200:14 202:16 salary 192:25 197:6 201:1,7 202:21,21 sample 64:3,15,25 satisfaction 197:17 Saturday 94:23 savings 101:2,21 102:2,15 103:4 106:6 107:1 108:13 110:24 204:9,12 saw 83:7 130:15 133:22 134:5,6,8 134:18,19,22 135:5,7 136:12,16 137:5,6,9 138:22 138:25 220:19 saying 72:9 109:17 159:14 181:19 220:22 227:1 239:17,20 says 77:11 79:3 104:12 107:7 112:22 113:8,11 118:10 122:19 125:20 126:2 127:1 153:17 195:7 196:4 198:4 scale 63:6 64:8 scenario 91:24 schedule 48:13 51:3 86:14,14,16 87:1,4 90:12 schedules 65:21 School 40:10 scope 64:8 66:15 131:13 205:6 scoped 64:14 screen 55:16 101:9 128:8 183:4 233:11 seaplane 106:22	Seattle 39:23 second 46:21 47:9 75:10 86:2 106:21 133:25 148:4 214:23 233:11 Section 46:13 sections 186:11 secure 186:20 187:10 189:5 190:20 see 43:22,23 50:10 53:11 55:8,14,16 55:17 57:9 62:3 62:16 69:15 71:17 71:23 74:19 76:1 76:6 80:15,17 83:1 93:23 96:6,8 97:21 103:8 104:13,14,20 105:23 107:9 113:8,11 115:20 115:23 118:12 120:23 122:9 123:13 126:9 135:3 138:2 139:7 139:12 146:16 149:22,23 167:16 168:23 169:19,20 170:6 183:3 184:18 187:12,22 187:23 188:7 190:19 191:9 193:4 195:17 196:8,19 200:25 201:1,1 202:3 207:3 208:25 212:24 213:2,11 213:14 215:20 216:13,23 218:18 220:10,16 221:12 224:4 225:25 226:11,14 243:10 245:18 seeing 77:20 125:25 141:4 147:24	150:9 168:20,20 220:22 229:8 232:9 245:5 seek 92:12 seeking 156:24 160:24 seen 133:19 134:11 190:20,21 semantical 91:22 semi-truck 106:15 send 143:17 sending 170:22 171:8 sends 180:7 senior 45:17 98:10 98:22 182:12 sense 90:1 92:2,4 93:4 120:18 167:24 235:19 239:2 240:3,8 separate 75:9 156:24 188:13 211:15 212:17 separated 156:4 196:20 197:14,15 separately 158:3 188:6 193:17 210:7 211:8,15 separation 197:24 September 70:20 72:1,15 227:17 231:3 serve 124:23 142:4 service 61:12 64:22 64:23 78:13 99:2 117:7,17,18,19 118:3,7,16,18,19 118:20 120:21 179:22 services 84:9 98:11 98:23 set 48:25 49:4 50:25 64:19 83:4 83:17 85:20,25,25 117:20 144:3	204:6 212:6 228:17 setting 132:23 202:16 settings 181:24 settlement 43:15 51:12 53:24 55:11 55:19,22 58:15 60:17,23 61:8 62:8 66:9,12,13 66:22 67:19 68:19 68:21 69:4,13 70:6,7,8,12 71:20 73:20,24 74:3,21 76:25 77:2,7 79:21 87:16 settlements 71:5 settling 51:13 seven 59:9 197:21 shaded 58:20 59:10 59:15 share 86:9,25 93:16 133:9 157:12 196:12 197:13 198:5,7 203:23 213:12,25 shared 98:10,22 133:10 135:7 153:18 175:13 204:10,10 shareholders 194:2 198:1 shareholders' 193:3 sharing 135:15 175:11 176:4 Shawn 56:23 77:22 78:8 80:2 81:4 83:24 84:3 89:13 She'll 229:18 shift 65:19 111:4 180:19 short 44:3 73:14 79:24,25 80:7 230:13 238:19
Rosentrater's 209:8 RSUs 201:3 rule 104:22 rules 49:19 ruling 46:2 run 114:12 238:23 242:22,25 running 94:25 runs 90:3 runway 90:5				
S				
S 39:1 40:1 41:1 43:4 Saddle 210:1				

239:14,18 short-life 228:3 short-term 70:22 191:23 192:2,5,7 192:12,13 202:6 238:4,12 shot 229:17 show 120:24 121:17 131:4 171:3 196:11 showed 147:1 showing 107:25 160:16 shows 85:6 184:4 199:25 211:13 212:25 215:11 shuffle 181:9 shuffled 96:16 shut 94:18 132:7,11 side 93:20,20,25 174:15 176:2,2,3 217:21 218:11 Sierra 41:3 45:15 45:18 46:22,24 54:8,11,19 57:2,5 57:17 60:16 232:16 signals 64:1 signed 94:12 significant 134:10 137:10,12 138:22 188:11 significantly 136:10 148:13 191:2 219:12 similar 57:19 68:23 74:24 82:7 133:13 134:11 136:14 222:4,4,7 226:16 similarly 129:1 Simon 40:9 45:13 simon@ffitchlaw... 40:12 simply 114:18 single 74:25 114:7	122:18 Sir 114:13,16 sister 128:18 sit 89:23 sitting 199:2 situation 66:1 138:3 141:22 202:20 situations 130:15 140:23 six 170:9 202:2,5 213:6 214:11,19 231:20 six-year 186:15,18 186:23 187:8,16 188:2,6,12,15,18 189:7 190:4,7,15 190:19,23 191:14 sizable 64:10 SJB-KR-1CT 59:9 87:18 slight 181:19 slightly 172:19 186:3 slim 240:25 241:18 slow 173:1 194:16 slower 169:23 slowly 181:8,16 small 172:21 173:16 smaller 145:2 172:17 187:23 213:8 snafus 60:14 software 43:20,21 114:8 164:9,16 solar 174:12 solely 239:18 solo 44:20 solution 76:7 146:5 146:7 164:15 somebody 63:13 someone's 163:20 somewhat 133:13 152:17 157:7	189:6 224:25 227:19 soon 55:9 168:7 sooner 121:17 sorry 44:21 58:25 64:13 71:5,15 72:22 75:12 89:11 104:17 105:17,20 105:22 106:8,20 111:17 116:11,15 119:8,20,21 120:17,23 123:1 134:6 148:3 153:21 158:6 162:10 163:21 173:1 177:23 183:10 184:15,17 193:11 198:4 199:9 205:14,18 205:25 207:12 219:16 223:18 230:6 234:24 sort 65:13,24 197:18 200:25 209:24 sorts 87:5 130:24 sound 57:18 sounds 106:15 140:9 168:22 175:16 sources 221:5 South 174:8 Southwest 40:16,22 sparked 230:11 speak 51:9,11 59:25 67:13 83:6 83:12 84:1 96:15 119:25 181:8,16 speaking 55:2 64:8 70:18 120:23 181:13,14 special 51:17 81:12 86:9,12,15 87:17 88:5,9,13 90:9,10 90:12 92:17,19	95:11 228:5 specific 75:24 135:23 143:9 154:9 169:11 198:14 209:1 210:2,7 227:23 242:24 specifically 114:1 133:4 135:16 138:18 166:5 169:10 195:22 197:3 206:1 209:22 213:9 214:5 specify 193:6,12 speed 195:13 spell 60:18 129:10 233:23 spelled 56:25 60:20 81:5 spelling 56:4 81:2 spend 228:25 229:1 229:2 spending 208:6 214:12 spent 160:24 231:20 spike 73:8 spills 51:25 Spokane 40:5 sponsor 175:25 sponsored 100:5 111:8 spreading 155:8 spreadsheet 125:5 ss 247:3 stab 61:19 68:7 74:8 77:21 staff 39:10 44:9,12 45:24 47:21 53:18 54:11,18 56:9 60:3 61:23 67:7 68:9,14 75:3,4,25 76:14 180:21 187:9 211:10	231:22,25 232:16 245:3,13 staff's 46:3 52:2 245:12 stakeholders 61:10 75:16,25 77:17 stand 233:4 standard 122:13,18 124:6 193:3 221:19 222:25 223:1 standards 117:17 standby 53:2 100:7 standing 118:4 standpoint 83:10 88:11 93:8 star 60:9 start 44:4 51:12,22 52:1 61:5 94:2 96:4 98:6 100:3 124:16 132:1 183:7 208:2 210:21 216:10 219:20,21 234:12 244:1 started 53:24 55:10 168:8,11 169:14 213:7 214:22 226:23 238:6 starting 63:6 75:18 88:15 126:18 213:10 234:17,25 236:12 state 98:7 159:3 171:18 182:9 192:24 233:20 234:17 247:3,7,19 stated 116:4 122:21 129:19 statement 51:1 193:6,12 194:1,8 194:13 195:23 196:16 statements 193:2 states 77:8 115:24
--	---	---	--	---

123:8 220:5 221:9 static 82:24 83:17 stating 108:25 122:5 214:13 stay 82:17 121:14 stenographically 247:8 step 99:21 114:19 steps 136:1,2 Stewart 134:13,18 134:23 stipulated 45:21 47:22 stipulation 62:8 99:8 stock 197:9,10 201:5,7,10,11,14 201:23,25 stop 53:9 99:19 109:14 189:13 243:25 storage 174:10,11 storm 149:6 187:19 188:4,4,9,9 189:4 189:4 story 175:8 strategy 82:6 88:1 99:3 street 41:4 150:18 strength 118:2,6 strike 46:11 strong 141:23 175:4,23 stronger 241:15 struck 46:20 structure 94:1 structured 96:19 studies 202:16,19 study 202:24 226:23 stuff 231:18 sub 156:7 subject 68:11 90:20 202:9 submit 50:13	103:15 142:20 submitted 49:8,14 Subpart 101:8 112:13 subsequently 113:1 substance 109:4 substantial 93:16 93:21 substation 122:6 124:8,11,12,20,22 125:5,13,14 126:21,22,25 127:1 129:23 136:25 142:6 144:12,21 145:4,5 153:7,8,15 154:6 154:7,8,16,17,24 155:18,24 157:15 161:10,12,14 209:10,23 210:4 substations 123:9 123:11 124:6 125:12 126:20 127:5 129:15,25 131:1,5 133:15 153:19 subtle 94:11 suburban 124:18 success 171:24 successful 154:8 160:15 Suetake 39:21 42:5 42:8,11,14,15 44:17,18 47:24 48:3 49:2 53:25 54:1,15 96:17,25 97:14,18 99:11,13 100:2 106:10,17 106:20 108:9,22 109:10 110:6,8,15 110:17 111:7 112:1,4,7 114:20 115:1,10 120:4,6 120:8,10 121:5,12 125:16,18,21	126:6,9,16,17 131:10,14 182:19 182:21,22 183:2 183:18 189:21,24 190:3 194:15,17 195:1,2,14,15 203:2,7 205:4,7 205:14,20,25 206:5,8,11 207:7 207:18 244:16,17 244:24 246:3 Suetake's 114:22 sufficient 130:12 suggest 238:2,4 suggested 240:4,14 242:11 suggesting 65:4 158:20 Suite 39:23 40:10 40:16,22 41:5 suited 99:22 summarized 89:14 summer 136:21 137:4 138:14 146:7,7 sunset 133:25 134:4 137:2 supplies 75:22 supply 70:5 71:9,12 174:15 support 58:15 136:5 137:2 176:18 177:9 sure 50:20 60:6,6 60:19 61:18 63:12 71:23 73:7 74:20 75:1 79:12 93:7 98:17 103:13 109:15 111:18,22 123:16 126:9 150:10 155:3 157:10 175:15,17 181:7,11,18 194:19 205:10,16 206:2 209:4 214:2	219:19 223:19 229:9,16 230:2 237:3 Surely 59:7 survey 114:4 128:21 surveyed 129:3 swear 61:1 181:2 switch 191:21 switching 130:1,8 136:6,7,8 172:12 172:15 173:21 sworn 55:25 61:3 80:23 97:20,25 182:4 233:12,18 sympathetic 57:21 Synergy 149:20,21 system 94:19,22 100:7 101:4 106:7 106:10,11 107:2 107:17 111:10 119:17 120:21 121:19 129:17 131:3 133:10,11 135:25 139:6,8 141:23 143:1 144:21 145:21,23 147:6 148:25 149:19,19 155:23 172:14,21 174:13 177:7 210:8,10 216:5 230:5 systems 142:8 175:25 176:25	214:9 tables 196:4 tactic 141:21 take 44:3 58:11 61:19 68:7 74:8 77:21 79:24 84:22 86:23 91:13 95:25 96:9 102:7 109:8 136:2,20,20 139:6 150:25 154:7 174:14,15 195:12 215:8,10 232:25 237:2,3 taken 38:15 151:6 247:8,11 talk 48:12 51:2 136:7 155:2,17,18 155:19 156:5 158:20 159:15 160:16 167:24 173:2 209:12 215:23 230:5 244:6 talked 68:17 69:17 117:25 136:18 145:12 218:4 240:22,23 talking 69:14,20 120:3 141:21 144:18 155:16 156:20 188:24 189:11 197:3 204:24 240:24,25 talks 77:7 196:24 197:7,9 tangential 152:17 target 196:6,15 197:7 198:20 199:5,8,14 targets 196:12 198:12 204:6,7 tariff 86:17,19,21 88:21 164:22 tax 228:8 237:8,14 241:21
---	---	--	--	--

T

T 40:1 41:1 247:1,1
T-h-i-e-s 233:23
table 107:24 126:10
126:18 130:23
169:21 184:3,4
198:6 199:25
200:8,19 202:2
205:15,19,20
206:24 211:12
212:2,7,9,25

tcp@dvclaw.com 40:24	78:10,17 82:10 83:9 88:25 89:6	230:9 232:6 234:13 235:12	156:17 159:24 160:17 161:17,18	161:3 168:10 170:13 173:2
team 135:24	117:7 137:18	236:6 237:6,10	163:7 167:10,11	174:4 181:10
Teams 38:15 39:4,8 39:19,25 40:7,12	138:14 140:24	testing 63:2	167:20 169:25	187:11 197:10
40:18,24 41:6	141:3 142:21	text 170:18	176:6 177:20,21	200:9,11 215:17
120:24	147:20,22 149:14	texting 229:23	178:21 179:25	220:18,21 221:5,8
technical 57:17,19 57:22 176:2	157:12 169:13	Thackston 46:23	180:1,14,16,17	228:8 242:3
181:17	174:9 208:19	47:2 52:8 53:20	181:5,20 182:1,5	think 49:10 53:9
Teimouri 39:13 44:14	227:10	54:9,12,14,21,25	182:16,19,22	54:22 55:15 59:14
telephone 55:3,4 58:7 59:22 60:5,9	territories 78:13	232:16,17	183:17 185:15,22	60:8 61:21 62:1,3
106:16	territory 64:22,23	thank 44:6,8,15,17	186:7 190:3,12	62:7 63:4 65:12
tell 117:15 118:23 185:5 212:11	test 62:15,19 94:10	44:22 45:4,9,14	191:19 193:23	67:8,11,16 70:18
219:4 221:23	109:4 184:16	45:19 46:19 50:7	194:25 195:4,15	73:6,14 74:10,10
223:8 229:13	199:2 210:22,23	50:8,23,24 52:24	203:2,4 205:3	74:12,16 77:24
242:25	211:5,7,22 212:24	53:21 54:6,10	207:7,14,23	78:1 89:13,15
temperature 132:13 133:4,12	213:16,22	55:17,21 56:1,8	208:22 210:17	92:8 97:4,6 98:14
133:13,14,19,21	tested 118:2 129:17	56:12,17,21 57:1	214:7,8 217:15	112:5 121:3
135:19 138:14	149:1	57:15 59:3,19	218:25 219:2	134:24 141:19
148:19 149:4	testified 162:11	60:21 61:4 65:1,7	221:14 224:5	143:8,24 144:17
temperatures 130:6 134:12 136:14	221:16	66:20 69:7 70:3	230:8,15 232:2,3	145:12 148:7
137:5 138:7,13	testify 43:24 55:1	73:18 76:25 78:9	232:5,6,7,18,20	150:12,19,20
142:3 149:5	61:17 80:3 232:23	79:15,16,18,20,22	233:3,9,19 234:1	153:10 157:11
173:11	testifying 51:7,8	80:6,13,19 81:10	234:3 240:20	159:25 160:15
temporary 239:21	testimony 45:22,23	81:14 82:16 83:25	243:2,20 244:13	162:23 185:8,11
tend 181:14	46:12,20 47:1,22	85:13 86:4 87:10	244:24,25 245:3,4	188:23 189:3,5
term 67:12 69:16	49:9 51:23 52:2	90:8 92:4 95:9,16	245:20,22,25	196:17 201:11
70:13 71:19,20	58:14,16 59:11,15	95:20,22,24 96:14	246:2,3,4	211:1,10,19 212:2
73:19 82:24 83:8	65:4 79:23 81:16	98:1,5,24 99:10	Thanks 71:16	215:25 218:7,15
85:12,21,22 86:3	81:17,20 87:18	99:13 101:11,18	83:24	227:3 232:11,22
146:6 239:4	95:21 97:3 99:8	102:17 103:8,18	thermal 174:10	234:11 235:12
terminate 90:10	100:6 108:24	106:16 108:6,16	thermomechanical	243:11,24
terminates 90:12	111:9,14,20 123:8	110:16 111:3,7	91:12	thinking 65:5
terminating 91:1	123:17,22,25	112:6 114:10,13	Thies 52:11 232:22	third 47:11 118:11
termination 90:16	124:2 144:8 158:1	115:9,10,17	233:4,6,9,13,16	138:4 139:1
90:17,19 92:10,13	161:25 162:8	116:22 118:8	233:22 234:6	third-party 118:25
terminology 201:12	163:20 164:20	121:22 122:22	237:4 243:14,17	119:10,13
terms 62:16 63:2	167:24 169:20	126:5,13,17 127:7	245:23	thorough 197:23
63:18 65:5 71:21	180:18 183:8,21	127:25 128:3,10	thing 197:18	thought 65:15
	185:24 187:2,4	129:13 131:9,15	209:24 238:4	163:3 174:2
	188:5 191:5	131:25 135:10,12	239:21	205:17 215:12
	192:22 194:9	135:15,21 139:9	things 55:15 61:25	228:20 244:12
	202:11 205:15,19	140:6,19,20,22	87:7 94:18 121:10	thoughts 68:10
	206:20 209:8	142:13,17 143:19	136:21 137:22	223:3 239:1
	211:13 213:16	148:11 149:25	142:5 148:17	three 50:12 74:15
	215:10 218:5	151:4,5 152:15	158:4 159:11	96:7,21 97:5,21

99:18 116:3,7,15 119:23 125:19 130:6 131:17 132:17 133:1,24 136:13 151:1 173:3 200:1 212:11 213:18 215:21 221:17,21 225:19,21 three-person 52:5 three-year 241:24 threshold 242:2 thresholds 242:21 throw 77:19 Thursday 94:12,13 tie 139:18 tied 86:14 211:24 Ties 125:14 126:22 time 43:8 46:6 47:24 48:4 50:16 51:20,21,25 53:16 54:3 58:2 60:11 61:11 65:17 83:19 85:24 88:4 89:20 90:2 97:6 99:18 109:21 117:22 119:24 120:3 132:25 138:23 139:6 145:25 148:24 149:4 150:7,20 152:8 171:7 173:21 181:8 186:21 188:24 189:25 190:11,20,23 201:16 213:14 216:18 222:19 223:9 226:22 228:11 232:12 238:19 239:14,18 240:4 243:12,23 243:24 time-of-use 61:8,10 61:11 63:20 169:1 timeline 227:16	timelines 227:13 times 51:11 89:22 149:9 timing 94:17 224:12 tires 117:21 TMP 94:19 today 43:14 49:18 53:9 68:13 84:1 85:4,5 86:15,17 88:10 89:2,5,24 95:23 143:10 197:22 218:9 228:23 today's 43:21 48:13 51:2 143:18 tool 170:20 tools 136:5 141:2,2 170:23 top 104:11 107:7 115:23 123:19 148:7 195:3 topic 92:16 115:2 198:2 topics 161:20 total 101:25 120:16 165:4,8 166:4 200:12 241:22 touch 128:7 239:8 touched 139:10 214:10 track 156:18 157:5 157:9 158:3 165:3 210:13 211:8,15 216:25 218:2 223:11 225:22,24 tracked 190:13,13 210:10 213:9 tracker 215:6 216:21,22 218:22 224:24 226:15 trackers 217:24 tracking 164:23 171:23 230:20 tracks 196:10	trailer 106:15 transcribed 247:8 247:10 transcript 229:16 247:10 transfer 129:21 Transformation 176:11,19 transformer 114:12 129:23 132:23,25 133:24,25 134:1,2 137:2 143:1 152:24 transformers 122:19 130:6 132:6,10,14,19,20 132:22 133:1,25 134:8 135:8,17 143:14 144:19,22 145:1,2 146:16 148:15 transmission 105:1 123:9 141:16 144:11 153:5,11 153:18,19 154:7 154:12,18 155:19 156:1,2,8 157:14 161:12,13 209:9 209:23 210:4 transmitter 180:5,7 transparent 192:25 transpired 78:12 Transportation 38:2,4 43:11 treasurer 233:24 tree 212:19,21 213:10 214:6,22 216:2 231:17 trending 170:18 tribes 78:14 tried 212:16 228:17 238:17 triple 155:20 157:10,23 159:12 159:21	triple-count 210:9 trouble 169:23 trudge 123:24 true 200:21 217:20 247:10 trues 217:25 truly 64:3,24 133:1 172:16 174:13 228:9 try 58:8 60:9 75:16 114:4 140:15 160:6 212:3 220:18 227:20 244:10 trying 64:21 76:5 76:20 104:19 120:19 123:17,23 145:16 154:5,15 181:8 203:22 222:22 223:1 230:4 238:7 239:16,17 240:12 242:12,22 Tuesday 132:22 133:17 137:20 172:11,13,14 turn 45:20 47:23 51:7,8 52:22 55:18,19 60:24 66:19 80:16 81:11 96:2,11 98:3 99:11 100:14 101:7 102:18 103:19 104:6 107:4 108:7 111:24 115:11,20 116:23 118:9 121:24 122:23 125:8 127:8 128:4 130:17 131:22 139:11 140:2 142:14 152:11 181:1,2,3 182:17 182:20 183:20 185:23 191:4	192:21 194:11 202:10 203:5,7 207:15,18,20 208:24 210:19 234:4 turned 51:15 55:8 turning 128:11 170:2 182:20 192:12 236:5 two 46:8 47:20 50:15 54:3 58:17 92:24 103:14 116:16 133:3 134:15 136:3 139:21 174:18 178:18 181:24 191:23 192:2 202:25 215:9,21 217:4 225:17 237:15 238:2,18 240:4 two-way 180:8 215:1,5,9 216:16 two-year 241:24 Tyler 40:21 45:7 type 62:4 122:19 231:13 types 87:6 117:8 146:10 187:10 231:19 typically 185:9,17 188:12 189:7 192:5,6 195:23 217:22,23 222:3,7 <hr/> U <hr/> U 40:1 41:1 U-210254 49:23 50:5 U.S 112:15 113:18 114:4 127:15 UE-090134 207:2 UE-200894 38:7 43:16 UE-200900 38:6 43:15
--	--	--	---	--

<p>UG-200901 38:6 43:16 ultimately 66:11 79:3 235:23,25 umbrella 94:5 uncertainty 91:7 under- 191:2 under-recovered 190:16 underfunded 234:22 underlying 76:18 101:1 106:5,25 underpaying 84:16 underrepresented 174:23 understand 48:20 65:23 70:17 99:17 104:21 109:15 132:10 149:21 157:20 161:13 181:9,18 186:16 204:25 206:8 208:18 212:8 223:5 239:11,14 understanding 50:2 63:13 74:10 77:23 81:20,23 82:20,21 83:12 95:3 122:15 124:4 161:11 176:18 186:13 208:9 225:6 231:22,24 239:10 understated 224:3 understood 52:24 66:16 205:16 206:2 undervalued 84:20 unexpected 138:18 unexpectedly 130:5 unforeseen 135:7 unfortunately 130:14 141:22 221:3 223:8</p>	<p>unfunded 234:21 union 221:16,17 222:8 unison 70:19 unit 44:19 United 220:5 221:9 units 149:2 197:9 universe 178:12 179:4,13 unmute 60:8 unmuted 60:7 unnecessarily 65:22 unquote 70:10 unresponsive 115:6 upcoming 68:5 update 53:1 54:2 70:5,8 71:2 73:4 73:13 109:17,25 110:18 148:16 162:14 172:5 216:25 244:20 updated 48:18 49:7 50:10 110:1,3 139:8 141:11 147:4,8 163:5 168:16 184:3,5 185:18 186:2,5 194:19 195:10 206:18 207:5 244:23 updates 48:24 53:22 109:2 244:18 updating 108:14 109:21 147:11 148:13 168:15 upgrade 122:7 164:13 upload 243:11 uptake 62:17 urban 124:18 urban/suburban 129:20 urgency 136:1</p>	<p>usage 134:25 149:24 use 65:17 69:15 71:19 103:17 117:8 128:16,22 129:4,8 138:13 148:22 149:13 169:1,11 170:25 171:12,15 172:2,3 172:6 175:23 176:3,14 241:9 useful 178:20 179:22 228:21 236:4 user 176:1 uses 112:15 114:2 124:9 127:23 usual 211:25 UTC 90:23 utilities 38:2,4,8 43:10 61:23 68:10 68:24 74:12,15,17 75:5 76:2,15 81:5 113:23 114:4,6 129:4 148:22 175:24 176:5 utility 75:1,16,24 77:16 79:7,10 112:15 113:18 122:12 127:15 128:18 175:9 utilize 137:1 138:2 utilized 136:25 138:6</p> <hr/> <p style="text-align: center;">V</p> <hr/> <p>v 38:6 valuable 97:5 value 82:10,11,11 82:12,17,24 84:2 84:5,8,12,13 85:17,24 92:23 93:17 102:8,11,14 102:14 103:3 167:6 169:13,17 170:12,12 171:20</p>	<p>174:6 188:23 213:20 values 201:4 van 40:15,21 45:2 180:10 variables 64:20 various 68:25 78:14 130:25 152:18 157:2 196:25,25 227:13 vary 188:23 228:23 veg 212:23 218:17 vegetation 153:1 211:11,14,17,23 212:17,21 213:22 214:4,6,20,22 215:21 216:3,19 Vermillion 199:11 200:20 201:21 Vermillion's 200:4 version 126:4 184:1 195:11 versions 47:16 versus 63:2 197:7 199:6,9 viable 77:12 vice 98:10,22 233:24 video 43:13,22,23 44:2 51:5,8,15 55:9,19,20 80:16 96:3,12 99:12 181:1,13 182:17 182:20 203:6 207:19 videoconference 38:15 39:4,8,19 39:25 40:7,12,18 40:24 41:6 videoconferencing 43:20 view 71:25 159:19 188:9 virtually 244:10 visit 174:7</p>	<p>Volt/VAR 169:4 voltage 106:6 107:1 107:16 VOLUME 38:11 voluntary 62:4 93:8 vulnerable 66:4 67:1,1,4,11 69:18 69:21 177:15</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>W 39:7 WA 38:24 wage 223:16 wages 221:16 Waikiki 134:2 wait 109:13 126:8 171:4 waiting 57:16 58:11 96:18 105:18 waive 54:8 waived 232:16 waiving 53:18 54:12,18 180:21 want 45:20 46:15 47:23 48:11 50:10 50:12 51:9,11 60:5 61:22 63:8 63:12 65:21,23,25 66:4,9 67:13 69:10,19 75:17 79:12 92:6 109:15 110:6 119:20 126:9 150:4,5,8 159:3 175:17 178:7,10 180:13 194:19 205:10 206:6,6 215:10 216:21 221:15 232:8 237:1 240:6 244:19 245:7 wanted 59:3 77:21 89:12 108:10 162:8 195:9 205:5 205:16 230:2</p>
--	--	--	--	--

<p>240:16 245:15 wants 49:25 warming 147:13 warrants 243:19 Washington 38:1,4 39:15,23 40:5,11 43:10 136:17 148:15 173:24 247:3,7,19 Washington's 213:12,25 wasn't 74:20 121:23 218:11 227:1 wave 73:1,15 94:10 170:21 171:6,9 175:18 way 40:16,22 59:16 63:5 64:2,2,16 75:25 78:12,19 124:23 126:12 141:19 155:15,21 157:5,6,22 161:16 168:10,15 187:14 188:22 189:9 210:9 215:19 216:20 219:10,20 220:23 227:20 239:1 242:4,10 ways 116:3,7 155:11 160:12 171:21 we'll 44:4 51:16,18 51:22 53:5,11 61:25 150:25 151:1,4 160:16 165:24 170:21 232:25 we're 43:20 52:17 58:11 60:22 61:21 64:21 65:14 66:12 70:18 76:5,5,20 77:24 79:24 94:5 96:17 105:19 110:23 112:6</p>	<p>115:3 120:19 121:15 124:11 127:23 137:23 139:17 143:11 146:3 147:24 148:25 150:22 154:5,6,12,13,14 155:3,10 161:15 163:12 171:8 175:19 176:17 184:17 188:24 189:11 191:17 194:24 195:2,13 195:16 197:3 207:15 221:10 228:25 238:13 242:22 243:23 we've 52:21 53:4 58:22 70:22 71:9 78:13 89:18 91:5 117:15 132:16 133:9 134:11 137:14,16 138:6 140:22 142:10 143:3 149:10 152:7 163:12 168:9,13,13,14,16 170:15,15 171:10 177:1,5 189:22 211:1,2,10,11 228:8 240:7 wear 117:21 weather 118:11,25 119:10,13 120:12 129:10 147:15,25 147:25 148:5,6 WEBSTER 41:4 Wednesday 38:22 43:1,7 133:18 136:15 143:25 152:1 172:10,15 173:19,23,25 week 94:10 129:17 130:3,15 133:11 133:16 134:9</p>	<p>135:4,5 136:9,11 137:2,6,9 138:1 138:17 143:15 146:2,21,23 149:7 149:17,21 170:22 172:2 175:3 week's 133:6 weeks 50:12,15 136:3 170:21 weigh 63:9 73:22 welcome 152:7 218:6 223:2 well-defined 176:20 went 58:12 228:2 228:19 238:16 244:12 weren't 88:18 146:25 172:3 Western 44:23 45:2 46:9 56:13 wild 212:21,21 wildfire 43:19 49:24 50:4 153:1 156:20,21,23 157:3 159:7 208:24 210:20,21 210:24 211:5,6,6 211:8,16,24 212:4 212:19 213:9,25 214:5,12,14,17 217:9 218:7,15,16 219:14,23 220:4 224:24 226:7 227:12,24 228:14 228:15,19 230:20 230:23 231:1,10 231:14,17,20,23 wildfires 211:13 218:13 wildlife 159:7 219:6 willing 61:17 62:21 63:24 64:7 84:22 wire 118:5 wish 73:21,24</p>	<p>166:15 wishes 46:11 164:18 withstand 118:6 witness 42:3 45:24 46:3,12,23 47:21 48:19 51:14 52:2 53:19,19 54:9 55:23 56:5 57:4 57:10,17 59:21 60:16 79:22 80:2 80:3 99:22 108:25 152:9 180:19 181:1,4 182:4 183:16 205:18,23 206:4 208:1,13,21 209:2,6 210:23 212:1,15 214:16 215:7 217:10 219:2,9,19 221:22 223:4,18,21 224:11,22 225:5 227:18 229:12,17 229:21 230:22 232:7,12,15,22 233:1,18,22 234:8 234:15,23 235:2,5 235:8 236:2,8,10 236:14 237:11,20 239:25 241:4 243:4 245:12,13 245:25 witnesses 43:24 51:6,10,13,14,18 51:19,24 52:1,7,9 52:23 53:5 55:22 56:3 61:1 79:21 81:1 96:1,5,7,12 96:18,19 97:19,22 98:4 99:19,21 114:18 119:23 131:17 150:6,10 151:1 178:18 208:17 209:13,14 244:2 245:8,11,14</p>	<p>wonder 57:25 142:19 150:4 175:10 wonderful 94:10 wondering 65:5 77:14 165:6 wood 118:1 129:2 152:25 wording 74:21 words 78:4 work 52:13 59:14 59:16 65:20 77:18 78:20,21,24 95:4 137:12,12 140:24 141:16 142:1,10 145:16 146:19 147:21 153:11 154:7,7,8,14,18 154:25 155:1,3,20 156:3,5,12 157:23 174:15 177:1,13 210:6 220:10,23 221:11 Workbench 114:3 114:8 workbook 109:22 worked 68:17,23 76:4 78:13 94:18 187:15 workforce 149:12 working 61:25 68:10 94:5 135:1 140:9 176:20 211:2 221:23 works 78:11 144:2 154:10 220:1 workshops 211:1 world 91:3 worn 117:21 worried 84:15 worth 229:17 wouldn't 64:6 72:2 191:1 201:18 writing 145:7</p> <hr/> <p style="text-align: center;">X</p>
---	---	---	---	---

Y	0.0849 101:17	13928 38:24	196:6 197:8,12	27 46:14
Yarnall 41:4 45:16	1	13th 50:25	198:23,25 199:5,8	28,000 189:12
45:17 47:6,15,18	1 72:1 192:24 231:3	14 46:14 77:6	199:14 200:4	29 194:12
54:7 57:3,4,24,25	1,029,578 184:10	14th 50:6 143:25	213:5,8,10,18	295,000 188:25
59:21,23 60:2	1.029 206:15,25	144:4	214:12,15,21,23	2nd 164:23
yeah 65:7 78:9 79:8	1.03 184:21	15 87:19 102:11	227:16,22 231:8	3
79:9 93:25 102:5	1.03 184:21	15,000 163:13	231:14,23,25	3 48:7 103:6 107:4
104:19 113:13	1.35 199:16 200:5	16 48:2,9,24	2021 38:22 43:1,8	125:20,20 143:9
121:1 141:18	200:24	17 156:11	48:9 49:18 50:6	234:17
157:11 158:9	1.5 213:10	17,000 164:12	70:20 71:7 72:4	3,900 163:13,18
167:10	1:30 150:25 151:5	179:6,9,13	72:11,14,20 88:15	179:12
year 50:11 70:9	152:8	1750 40:16,22	103:20 104:3	3.05 192:19
71:25 72:3,5,7	1:32 152:2	179 42:6,9,12	108:11 142:22	3.07 183:20
82:13 89:21 93:11	10 85:15 93:1,18	18 191:5	152:1 184:10,21	3.475 101:24
134:5,7 156:10	104:6,18 164:21	183 42:14	184:23 185:2	3:37 246:6
168:11 170:15	206:24 207:1,3	184 201:2	193:25 195:10	30 70:20 72:1
185:14 190:22,22	222:10,12 237:18	184,000 214:1	198:24 206:14	196:23
198:21,22 199:2	240:15	19 234:17,25	222:17,21 223:25	300 162:23
200:15 201:23,24	10-minute 79:25	1985 186:24	226:7 227:17,17	30th 231:3
210:22,24 211:4,5	10-year 83:8	1988 186:18 191:9	227:25 231:3	32 58:18,21 212:9
211:7,22 212:24	215:14 224:25	1st 50:5 70:20 71:2	2022 70:20 72:15	212:25
225:11,14,16,17	10.772 103:7	71:6,11 73:3,11	137:4 213:19	320 100:16
225:20 231:21	10:55 80:1,4	88:2 185:13	223:25 224:10,13	321 40:10 105:16
year's 90:11	100 42:5,8,11	2	224:18 226:10	33 58:19,21
years 85:16,22	104 138:15,19	2 115:21,23 130:19	2025 228:4	34 194:11 195:2,7
88:24 89:4,8 91:7	105 133:12	215:11	2026 82:5 88:16	195:16 198:4
102:12 127:17	105.83 108:13	2,357 165:13	89:4	205:13
132:18 133:8	106 133:16,18	2.25 199:15,15	2027 82:15 88:3,17	341 115:14
142:21 143:13,13	136:16 170:7	20 153:16,23	203 42:14	35 196:24 199:5
168:8 187:15	107 170:6	198:24	2033 107:25	354 126:3
200:1 211:3,3,12	108 133:17	200 237:9	206 42:15	36 236:12,14
215:21 216:14	10th 134:13,17,22	2000 39:23	206.389.2055 39:24	360.664.1186 39:15
222:10,12 234:18	11 170:7	2014 107:25	206.669.8197 40:11	361 117:2
235:17 237:15,18	12 49:18 170:6	2018 132:18 133:5	21 72:1 73:11 191:5	364 123:3
238:2,18 240:4,15	184:3 205:15,19	133:12,21 134:1,2	191:12 213:15,18	367 112:9
yes-or-no 114:24	205:20 236:13	134:17,21 142:22	221:18 223:23	3727 40:5
yesterday 52:10	12:30 150:8	164:23	2101 41:4	38 38:12 183:21
135:23 136:18	12:32 151:7	2019 132:18 133:5	22 72:1 213:15	205:20
138:5	128 42:5,8,11	184:11 199:2	230 42:15	383 40:10
yield 108:4	12F1 145:25	210:24 211:1,4,22	24 94:24	4
Z	13 46:14 50:14	2020 50:3,5 72:11	247 38:12	4 46:13 48:16 113:7
zero 136:16 199:20	164:21 192:14	72:20 132:18	25 46:13 82:14	125:8 126:18
zeroing 239:19	193:8,13	133:6 134:22	86:14,14,16 87:1	161:25 162:10
0	130 212:2,10	142:22 184:10,14	87:4 88:2 90:12	169:19 170:2
	1300 41:5	184:18 195:10	2523 38:24 247:19	
	134 215:10			

<p>4.025 214:4 4:00 53:9 40 156:9 192:5 400,000 162:24 405 235:16 44.63 107:12,14 450 40:16,22 47250 39:14 48 185:23 186:8 191:4 49 187:3</p> <hr/> <p style="text-align: center;">5</p> <hr/> <p>5 49:6 162:9,10,10 186:12 200:7 225:16 237:8 50 82:13 199:18,20 242:18 503.241.7242 40:17 40:23 509.495.4316 40:6 51 192:21 53 202:11,12 54 108:15 55 131:5 5th 39:22</p> <hr/> <p style="text-align: center;">6</p> <hr/> <p>6 49:21,22 60:9 187:4 6.1 213:2,24 214:3 6.4 212:25 213:23 60 127:17 192:7 60-day 73:13 60-year 127:24 129:2 66 129:23 133:23 67.92 108:1 68 218:18 68.05 108:4 109:20 69 195:2,11 205:13</p> <hr/> <p style="text-align: center;">7</p> <hr/> <p>7 38:22 43:1,7 49:21 50:9 152:1 162:10 164:20,20</p>	<p>187:4 7.8 102:22 70 242:17 737 201:1 750,000 197:11,22 76 195:7,11 77 167:5 77.5 134:1 78 134:18 78.5 134:6 79 134:19 163:12 178:11,12 7th 117:25</p> <hr/> <p style="text-align: center;">8</p> <hr/> <p>8 143:12 164:21 8.5 101:14 80 122:13 124:5,10 124:13,16 128:16 129:8,24 134:23 80% 122:7 800 39:22 83 134:5 85 134:22 86 134:3 894 184:18 894,000 184:13 894,646 184:10</p> <hr/> <p style="text-align: center;">9</p> <hr/> <p>9 70:7 166:3 171:18 9:30 53:10 243:25 246:2 9:54 43:2 9:55 43:8 90 92:23 134:9 94612 41:5 95 134:9 209:16 97201 40:17,23 98 162:12 98104 39:23 98110 40:11 98504 39:15 99 134:10 167:18 179:23 99.9 162:22 179:24</p>	<p>99220 40:5 9X 126:12</p>		
--	---	--	--	--