

1 STATE OF MISSOURI
2 PUBLIC SERVICE COMMISSION
3
4
5
6 TRANSCRIPT OF PROCEEDINGS
7 Rulemaking Hearing
8 October 10, 2013
9 Jefferson City, Missouri
Volume 1
10
11
12 In the Matter of a Proposed)
Rulemaking to Amend)
13 4 CSR 240-13 Service and) File No.
Billing Practices for) AX-2013-0091
14 Residential Customers)
15
16
17 MORRIS L. WOODRUFF, Presiding,
CHIEF REGULATORY LAW JUDGE.
18
19 ROBERT S. KENNEY, Chairman,
WILLIAM P. KENNEY,
20 DANIEL YVES HALL,
COMMISSIONERS.
21
22
23 REPORTED BY:
24 KELLENE K. FEDDERSEN, CSR, RPR, CCR NO. 838
MIDWEST LITIGATION SERVICES
25

1 APPEARANCES:

2 JAMES M. FISCHER, Attorney at Law
Fischer & Dority
3 101 Madison, Suite 400
Jefferson City, MO 65101
4 (573)636-6758
jfisherpc@aol.com

5
FOR: KCPL AND KCPL GMO.

6
7 RICK ZUCKER, Attorney at Law
Laclede Gas Company
720 Olive Street
8 St. Louis, MO 63101
(314)342-0532

9
FOR: Laclede Gas Company.

10 SARAH GIBONEY, Attorney at Law
11 Smith Lewis, LLP
111 South 9th Street, Suite 200
12 P.O. Box 918
Columbia, MO 65205-0918
13 (573)443-3141
giboney@smithlewis.com

14
FOR: Ameren Missouri.

15
16 L. RUSSELL MITTEN, Attorney at Law
Brydon, Swearngen & England, P.C.
312 East Capitol
17 P.O. Box 456
Jefferson City, MO 65102-0456
18 (573)635-7166
rmitten@brydonlaw.com

19
FOR: The Empire District Electric
20 Company.

21 TIM LUFT, Attorney at Law
Missouri American Water Company
22 727 Craig Road
St. Louis, MO 63141
23 (314)996-2279
timothy.luft@amwater.com

24
FOR: Missouri-American Water
25 Company.

1 JOHN COFFMAN, Attorney at Law
2 871 Tuxedo Boulevard
3 St. Louis, MO 63119
4 (573)424-6779
5

6 FOR: AARP.
7 Consumers Council of Missouri.

8 JACKI LINGUM, Attorney at Law
9 4232 Forest Park
10 St. Louis, MO 63108
11 (314)256-8746
12

FOR: Legal Services of Eastern
13 Missouri.
14

15 MARC D. POSTON, Senior Public Counsel
Office of the Public Counsel
16 P.O. Box 2230
200 Madison Street, Suite 650
17 Jefferson City, MO 65102-2230
(573)751-4857
18

FOR: Office of the Public Counsel
19 and the Public.

20 JENNIFER HERNANDEZ, Senior Counsel
AKAYLA JONES, Legal Counsel
21 Missouri Public Service Commission
P.O. Box 360
22 200 Madison Street
Jefferson City, MO 65102
23 (573)751-3234

24 FOR: Staff of the Missouri Public
Service Commission.
25

1 P R O C E E D I N G S

2 (WHEREUPON, the rulemaking hearing
3 began at 10:00 a.m.)

4 JUDGE WOODRUFF: Welcome everyone.

5 This is a rulemaking hearing concerning the
6 Commission's proposals to revise its Chapter 13
7 rules on service and billing practices for
8 residential customers.

9 The proposed amendments have already
10 been published in the Missouri Register, so this is
11 a chance for the public to file comments. We have
12 already received written comments from several
13 people and organizations. I see some of those
14 people are here again today. Of course, you don't
15 need to repeat yourselves. We already have the
16 written comments. But you are, of course, welcome
17 to expand upon what you've already filed as written
18 comments, and you're welcome to respond to the
19 comments that were filed by the other parties. The
20 goal here is to try to get as much information from
21 the public as possible.

22 When you come up to give your
23 comments, I ask you to come up to the podium, and
24 when you're finished making your comments, then
25 I'll give the Commissioners an opportunity to ask

1 any questions they may have to follow up on that.
2 I don't have any set schedule for who is going to
3 go first, although I do anticipate asking Staff to
4 go last just so that they can respond to the other
5 comments that might be made today.

6 So I'll throw it open. Who would
7 like to go first? Anyone? Mr. Zucker?

8 MR. ZUCKER: Well, I think the
9 consumer groups I think had the most objection to
10 the rules as proposed, so I would suggest that they
11 go first, or that maybe --

12 MR. COFFMAN: I suggest Mr. Zucker
13 goes first.

14 MR. POSTON: It's usually the most in
15 opposition goes last.

16 JUDGE WOODRUFF: That is correct
17 under our rules, the most in opposition is supposed
18 to go last, unless otherwise ordered by the
19 presiding officer. So we can do whatever we want.
20 Mr. Zucker, you spoke up, so go ahead.

21 MR. ZUCKER: Thank you, your Honor.
22 Let me also add that I think there are some other
23 utilities who are going to speak here today, and I
24 think it would be fair --

25 JUDGE WOODRUFF: Come on up to the

1 podium. We are web casting this, by the way, so
2 that the world can be watching it as well.

3 MR. ZUCKER: That's super.

4 JUDGE WOODRUFF: The importance of
5 that is that you need to be at a microphone.
6 Otherwise, they can't hear.

7 MR. ZUCKER: So other utilities I
8 think plan to speak today, and I think it would be
9 fair for maybe some back and forth, in other words,
10 not have all the utilities speak and then the
11 consumer groups speak, so maybe some alternating,
12 if that works for the Commission.

13 JUDGE WOODRUFF: Go ahead.

14 MR. ZUCKER: May it please the
15 Commission?

16 My name is Rick Zucker. I am here
17 representing Laclede Gas Company and Missouri Gas
18 Energy. With me today are -- is Ron Crow. He is
19 our senior director of customer services. And
20 David Hendershot is right there waving, and next to
21 him is John Lair. Both David and John are with the
22 credit and collection departments of our respective
23 organizations.

24 I would like to begin by saying that
25 I thought this day would never come. We -- I first

1 began going to the, what we call the collaborative
 2 meetings to discuss updating the Chapter 13 rules
 3 in 2005. And I brought with me an agenda here from
 4 a meeting that we had March 16th, 2005, and on the
 5 agenda it says continue review and discussion of
 6 rule revisions for 4 CSR 240 Chapter 13, and I note
 7 the word continue there. So I don't know how long
 8 before March of 2005 it started, but we've been at
 9 this a long time.

10 I would like to thank the Commission
 11 and the Staff for their hard work and their dogged
 12 determination to see this project through to the
 13 end. I can't single out everyone from the Staff
 14 who worked on this over the years, but I would like
 15 to at least recognize Gay Fred and her staff, along
 16 with various other groups, including Staff Counsel,
 17 Tom Imhoff and his tariffs group, Lisa Kremer and
 18 her management services folks, Jim Merciel, Kay
 19 Niemeier and many others.

20 The purpose of the Chapter 13 rule
 21 revisions, as I understood it, was to update and
 22 modernize the rules so that they are relevant to
 23 modern utility technology and to do this without
 24 upsetting the balance that exists among the utility
 25 and the various residential customers. And that

1 balance as I see it is not just between utilities
2 and customers on the one hand and the other hand,
3 but between utilities and customers who pay their
4 bills and the small minority of customers who don't
5 pay their bills either because they're not able to
6 or because they're not willing to.

7 And so these rules strike a balance
8 for those customers -- between those two customer
9 groups because, to the extent customers are not
10 paying their bills and incur bad debt, the paying
11 customers have to pay for that.

12 For the most part, we believe that
13 Staff and the Commission accomplished the goal of
14 updating Chapter 13 and maintaining that balance.
15 For -- with regard to the modern technology, the
16 Staff and Commission have now -- do now have rules
17 that contemplate electronic billing and notice,
18 remote meter reading, and credit scoring for
19 deposits.

20 As you can tell from the comments
21 that were filed on Monday, no one is completely
22 pleased with the outcome. There were a number of
23 decisions made by Staff that I wish had gone the
24 other way. But on balance, it's a fair document
25 and it improves the Chapter 13 rules.

1 Let me jump to one particularly
2 well-written section, and that's Section 13.020(2).
3 If you have the Missouri Register, that's on
4 page 1365. The subject of that provision is
5 estimated bills. The rule needed to be modernized
6 to account for the fact that many utilities obtain
7 their meter readings remotely and not through a
8 fleet of meter readers who are fanned out on the
9 streets.

10 In addition, the rule had a loophole
11 in it that made it appear that utilities could
12 estimate bills indefinitely. The new proposed rule
13 now allows for estimated billing due to equipment
14 failure of those automated meter reading devices,
15 which is completely appropriate and necessary,
16 while at the same time it closed that loophole by
17 limiting the number of estimated bills that the
18 utility could issue and requiring the utility to
19 take responsibility for fixing the problem with the
20 device.

21 This section is fair and balanced,
22 and utilities can comply with it without incurring
23 unreasonable costs. And so I -- I applaud that
24 particular section and the way that Staff resolved
25 the problem.

1 Meanwhile, our friends with OPC,
2 AARP, Legal Services of Eastern Missouri, Consumers
3 Council of Missouri and Ms. Hutchinson, who I will
4 aggregately refer to as the consumer groups, they
5 view an actual meter read as something sacred to be
6 obtained at any cost.

7 While we also prefer to base -- to
8 bill based on actual usage when we can, and we do
9 so about 99 percent of the time, it's simply not
10 fiscally wise to hire a staff of meter readers to
11 pick up that other -- or to try and pick up that
12 other 1 percent every month. I think Staff and the
13 Commission have struck a responsible balance with
14 Rule 13.020(2).

15 The main exception that we find to
16 this good work by the Staff is the physician
17 medical certificate process located in Rule 13.050.
18 The rule was a late entry in the -- in that long
19 workshop process and occurred after the regular
20 meetings had come to an end. So we haven't had a
21 great deal of time to look at this process or to
22 have the kind of feedback that we gave Staff and
23 the other parties while we were having those
24 meetings.

25 I guess the first question is, why do

1 we need this process? Because it's not clear to us
 2 what's wrong with the current process, which is
 3 similar to the proposed program. In other words,
 4 the pro-- we are already providing -- we're already
 5 deferring disconnection for people with urgent
 6 medical problems, and that's in the rules and we do
 7 that. We defer it for 21 -- up to 21 days, purpose
 8 being to give those customers time to either find
 9 the resources to pay the bills or to find other
 10 accommodations.

11 The difference with the proposed
 12 program is there's a lot of red tape that goes with
 13 it, and the utilities are not -- not prepared at
 14 this point to implement it.

15 We suggest that this particular
 16 provision be tabled pending further review of the
 17 current state of our emergency medical programs and
 18 what exactly is the problem we're addressing with
 19 this process. We the utilities haven't experienced
 20 much of an issue, if any, with these emergency
 21 medical conditions.

22 CHAIRMAN KENNEY: Mr. Zucker, can I
 23 ask a question?

24 MR. ZUCKER: Certainly.

25 CHAIRMAN KENNEY: Who advocated that

1 change?

2 MR. ZUCKER: Well, since it occurred
3 so late in the process, I'm not sure. It just sort
4 of showed up from Staff. So maybe someone else can
5 shed some more light on that.

6 CHAIRMAN KENNEY: And you said the
7 utilities aren't prepared to implement it. What
8 would you have to do differently than what you are
9 doing now?

10 MR. ZUCKER: Well, there's a lot of
11 notices that have to go back and forth and training
12 to learn the 14-day rule, if you get a more
13 informal call from a physician's office, how to
14 recognize who is working in a physician's office
15 and who's authorized to give that notice, and then
16 to send notices to physicians' offices and get them
17 back within the 28-day period.

18 And, in addition, it's not clear to
19 me in reading the rule if that period is renewable.
20 From one of the provisions, it looks like it isn't.
21 It just -- it just expires after the 28 days, but
22 it doesn't really address the issue. So I think
23 that's -- I'm not sure what's intended, but I think
24 that's a problem with it in addition.

25 CHAIRMAN KENNEY: Thank you.

1 MR. ZUCKER: As Judge Woodruff
2 suggested, I'm not going to go into detail on the
3 comments we filed on Monday, but I do want to add a
4 small housekeeping point that we didn't put in on
5 Monday, and that's in Rule 13.015, under the
6 definition of bill, and there is a comma that I
7 believe should be after the words electronic demand
8 that's missing.

9 And so the purpose of that is to
10 offset the word electronic -- the phrase electronic
11 demand so that it becomes an example of a written
12 demand and doesn't belong to the rest of the
13 sentence. And so let me read the sentence into the
14 record as we would have it. Bill means a written
15 demand including, if agreed to by the customer and
16 the utility, an electronic demand, for payment for
17 service or equipment and the taxes, surcharge and
18 franchise fees.

19 I also do not intend to address all
20 of, and I counted them to be about 30, comments and
21 suggestions by the consumer groups, but I would
22 like to highlight some of them.

23 I think the -- of all of the
24 comments, the worst one by far is the suggestion
25 that a utility should not be able to disconnect

1 service based on estimates. First, the whole
2 purpose of an estimate when we don't get an actual
3 reading and have to estimate a bill is to serve as
4 a proxy for an actual bill that the customer would
5 have expected to receive under the circumstances,
6 and the customer should then be expected to pay it.

7 To instead signal to the customer
8 that the customer really doesn't have to pay that
9 amount is completely counterproductive and renders
10 the entire estimating process moot. In other
11 words, why send them a -- why go to the trouble of
12 estimating a bill if the customer doesn't have to
13 pay it?

14 Second point, and most important, not
15 disconnecting a customer for failure to pay an
16 estimated bill gives the customer every incentive
17 to frustrate our attempts to fix the problem and
18 stop the estimates. If you don't have to pay if a
19 bill is estimated, you're going to want the bill to
20 continue to be estimated.

21 I'd like to move on now to
22 Rule 13.030. The consumer groups want to use the
23 old subjective rules that are currently in the
24 rules to take deposits under that section. We have
25 suggested and it appears that the Staff and

1 Commission have accepted that credit scoring can be
2 used to determine deposits. We filed comments on
3 Monday suggesting that a more definite statement be
4 made that credit scoring is eligible for use for
5 determining deposits.

6 There can be no doubt that credit
7 scoring is simpler, faster, more objective and more
8 accurately targeted to seek a deposit from
9 customers who are less likely to pay their bills.
10 And we also added that customers who haven't
11 established a credit score tend to be -- our
12 studies show that those customers tend to be in the
13 marginal group, right around the area where we
14 would like to take a deposit.

15 Right now the proposed rule says that
16 we wouldn't be allowed to take a deposit from a
17 customer who has no credit score. Our view is that
18 that customer has not yet established a credit
19 rating and, given our studies, should be eligible
20 for paying a deposit.

21 Now, the consumer groups have said,
22 well, that customer who doesn't have a credit score
23 could very well be a good credit risk. Well, if
24 the customer does turn out to be a good credit
25 risk, which I'm sure many of them will, then they

1 will only have given us money that we'll keep for a
2 year while they pay their bills.

3 And the rules provide that after 12
4 months we would then refund the money or credit it
5 to their account with interest. And the interest
6 is currently 4 and a quarter percent, so that's a
7 pretty good deal for customers. And, in fact, some
8 customers when they hear that want to give us a
9 deposit. They try to insist on it.

10 Credit scoring provides an objective
11 view. It gives us a number and the -- and we can
12 then say whether or not a new customer should pay a
13 deposit. It's based on sophisticated statistical
14 models that are available to determine actual
15 credit risk.

16 It doesn't have the subjective
17 factors that the current -- the current process
18 have. And so we don't have to ask customers, for
19 example, do you have a regular, adequate source of
20 income? Because that question doesn't really get
21 to the point of whether or not you're a person who
22 tends to pay their bills.

23 Also under Rule 13.030 the consumer
24 groups addressed the maximum limit of a deposit,
25 and this is for a deposit on customers who have

1 failed to pay in the past. That maximum limit is
2 either two times the highest bill or four times the
3 average bill, whichever is in the company's tariff.

4 The purpose of this rule was to
5 accommodate utilities whose systems are different.
6 For example, Laclede's system is able to spit out
7 an average bill but is not as reliable on the -- on
8 figuring the highest bill. And so that allows us
9 to do the four times the average bill, which we
10 have in our tariff, and we demonstrated to Staff
11 that that amount is -- tends to be slightly lower
12 than two times the highest bill.

13 And so the goal is not to use either
14 two times the highest bill or four times the
15 average bill and try to figure out which one gives
16 us more of a deposit. The goal is just simply to
17 accommodate the computer systems of the different
18 utilities, and so the -- I'm sorry.

19 CHAIRMAN KENNEY: Go ahead. I'm
20 sorry. Finish.

21 MR. ZUCKER: I was just going to say,
22 the consumer groups have asked for the maximum
23 deposit to be the lesser of two times the highest
24 bill or four times the average bill, and I would
25 point out that those two numbers are not meant to

1 be compared to each other. They're just meant to
2 accommodate the utility's systems, and if we have
3 to compare them, that defeats the purpose and makes
4 things harder because we -- utilities that don't do
5 both can't make the comparison.

6 CHAIRMAN KENNEY: Thank you. Can I
7 ask a question back to the credit scoring? Does
8 the -- the rule provides that each utility would
9 just be able to put in its tariff what the score is
10 going to be, what the criteria is going to be,
11 right?

12 MR. ZUCKER: Yes, sir.

13 CHAIRMAN KENNEY: And each utility
14 would be free to decide which consumer services
15 agency they would use to obtain that credit score,
16 correct?

17 MR. ZUCKER: Well, if it goes in the
18 tariff, it would be nice if the utility could do
19 that, but when you file a tariff, other people can
20 object to it and make comments and negotiate it.
21 And so it ends up being kind of a negotiated
22 factor, but yes, in general.

23 CHAIRMAN KENNEY: I guess the point
24 I'm making is there's nothing in the rule that says
25 you have to use TRW or Transunion and this will be

1 the objective score that will be determined. So
2 each utility will have its own tariff that sets
3 those criteria?

4 MR. ZUCKER: That's correct. And
5 right now our tariff -- we are doing this in our
6 tariff. We got the right to do that during a rate
7 case, and our tariff actually does tie to a
8 specific model by a specific company.

9 CHAIRMAN KENNEY: So -- and I guess
10 my question is, then, potentially there's a lack of
11 uniformity across utilities with respect to what
12 the criteria will or will not be, No. 1.

13 And then No. 2, is there any concern
14 that using credit scoring -- I'm trying to figure
15 out how to word this -- doesn't accurately reflect
16 the difference between utility services and your
17 Macy's bill?

18 And I guess what I'm asking is, is a
19 person's risk of default the same with respect to a
20 critical utility service as it would be with
21 respect to some other consumer product? Have there
22 been any studies done in that regard?

23 MR. ZUCKER: Well, it may or may not
24 be, but the -- the criteria we use is specific to
25 utility bills. So it uses statistics based on a

1 customer's payment of utility bills, not other
2 bills.

3 CHAIRMAN KENNEY: So you're using a
4 company that provides a score that's specifically
5 tailored to testing a consumer's risk with respect
6 to utility services, not generally consumer
7 products?

8 MR. ZUCKER: I believe that's
9 correct.

10 CHAIRMAN KENNEY: But there's no
11 requirement in this rule that would require every
12 other utility in the state to use that similar
13 model or that same model?

14 MR. ZUCKER: And not only that, but
15 there's not a rule that would require them to use
16 credit scoring if they haven't --

17 CHAIRMAN KENNEY: At all?

18 MR. ZUCKER: -- at all if they
19 haven't -- you know, there's a cost to it. There's
20 system work that needs to be done to accommodate
21 it, and some -- well, back when we were talking
22 about this in 2005, some utilities said, we're not
23 ready to do that yet.

24 CHAIRMAN KENNEY: And I know you
25 can't speak for all the utilities, but do you see

1 that there might be some merit in having the rule
2 specify that if a utility's going to use credit
3 scoring, that it should use Acme Reporting Agency
4 or whatever it is that is specifically tailored
5 towards assessing risk with respect to utility
6 payments?

7 MR. ZUCKER: Let me answer that this
8 way: In our recent rate case for Laclede Gas
9 Company, we actually asked to change the tariff to
10 allow us to change vendors if -- if we wished, and
11 what our goal was to change vendors without
12 changing the level of the credit score. In other
13 words, to get a similar score that turned out to be
14 similar to the original score but to be able to
15 change vendors if we got a better deal than with
16 the vendor we're tied to by the current tariff.

17 So I think the answer is that there
18 should be flexibility given to the utilities as to
19 which vendor they use and which credit score, but
20 what can be made uniform is about where you draw
21 the line. I mean, you can compare -- one company's
22 score might be 720 and the equivalent to that in
23 another company's score might be 800.

24 CHAIRMAN KENNEY: So you can make
25 some uniformity with respect to the thresholds and

1 with respect to the criteria. I guess what I mean
2 by that is that it's an agency that is providing
3 credit scoring specifically relative to utility
4 payment and not just consumer payment in general.
5 You can use whatever vendor you want to get to that
6 point, but would there be some merit in specifying
7 that level of criteria in the rule?

8 MR. ZUCKER: Well, I think that the
9 more criteria you specify in the rule, the less
10 flexibility you have.

11 CHAIRMAN KENNEY: Sure.

12 MR. ZUCKER: And I think it's
13 probably better to leave more flexibility,
14 especially in a situation where you have to come in
15 for a tariff anyway and that tariff is going to be
16 reviewed and, you know, it would give the utility
17 an opportunity to demonstrate that whatever
18 criteria and vendor they're bringing in is
19 appropriate.

20 CHAIRMAN KENNEY: Thank you.

21 MR. ZUCKER: Okay. In Section 13.015
22 that's on the first page, page 1364 of the Missouri
23 Register, the consumer groups are worried that the
24 definition of rendition of an electronic bill could
25 be subject to abuse. I want to assure the

1 Commission that in the definition of bill itself,
2 it says that a bill can be an electronic bill if
3 agreed to by the customer and the utility. So no
4 one's going to be forced into electronic billing if
5 they don't want to be, and we're certainly not
6 going to ask people to make electronic payments if
7 they're not prepared to do that.

8 Section 13.020, and I don't know
9 exactly what page that's on, but it's -- let's see.
10 Yes, I do. Page 1365. OPC made a comment in which
11 they seek to require utilities to use customer
12 reads. We are not far apart on this issue, but we
13 seek to be willing to use those reads where
14 necessary and appropriate. In other words, we want
15 to use them where we agree that they should be used
16 and not have the customer have the absolute right
17 to decide he's going to do his own reads.

18 The system as it was in the past when
19 we had meter readers, and Laclede specifically has
20 about 40 percent of its meters inside customer
21 homes, so that created a big problem, and it was
22 helpful for customers who chose to be able to read
23 meters, we would send them a card. They would
24 write down the number. They would send the card
25 back. We had people who would type in the number,

1 and that's how we got readings.

2 It turned out the customers
3 weren't -- let's just say they weren't real good at
4 it. There was a high error rate. But, you know,
5 sometimes it worked pretty well.

6 Now we have a system where we
7 don't -- where we get automated meter reads from
8 all of our meters that come in electronically by
9 cell and -- and we don't have the system anymore
10 where we have the cards that go out. So we can't
11 accommodate -- if a thousand people wanted to read
12 their own meters, we're not set up to accommodate
13 the back and forth and manual input.

14 So we gave comments that said that we
15 preferred to incur -- well, our comments are that
16 it would be mutually agreeable to do reads because
17 there could be situations where we have trouble
18 getting a signal and it may be helpful to have the
19 customer read the meter. But in general, we prefer
20 to encourage the customer to cooperate with us in
21 helping us keep the remote meter reading device
22 working.

23 There's another comment by the
24 consumer groups in 13.020 to use the rules to
25 mandate preferred billing dates. In other words,

1 customers could say what dates they want to be
2 billed on. Economics require us to spread bills
3 across a month and to group them in roughly
4 geographic manner. So we have -- for example,
5 Laclede has 18 billing cycles in a month. We're
6 sending out about 30 to 40,000 bills each cycle,
7 and then we're -- we're getting paid that way also.

8 And while we -- while it would be
9 nice to be able to give preferred billing dates, I
10 don't think it's appropriate for the rule to
11 mandate it. And if everybody, you know, wanted to
12 be billed at the end of the month, that would give
13 us a big problem.

14 Back to 13.015 on page 1364. There
15 are two definitions that kind of go together and,
16 in fact, they're right next to each other in the
17 rule. One is called inquiry, and the other is
18 called in dispute.

19 And we in the workshop tried to
20 change that rule to more accurately clarify the
21 difference between an inquiry and a dispute because
22 they -- there are different rules that apply to
23 when a customer makes an inquiry and when a
24 customer has a dispute.

25 The rule as it is written now, as

1 it's proposed is I don't think our greatest effort.
 2 I don't know that it quite gets to where I would
 3 have liked it to. And the point being that --
 4 well, it kind of simplifies this. If a customer's
 5 sentence ends in a question mark, that's an
 6 inquiry. If a customer's sentence ends in an
 7 exclamation point, that's probably a dispute. And
 8 so it should be as simple as that, and we don't
 9 want to mix inquiries and disputes.

10 Let's see. I think OPC proposed to
 11 remove the word validity from the current pro--
 12 from the proposed rule. That's basically the only
 13 word in the rule for dispute that distinguishes a
 14 dispute from an inquiry. So I think even though
 15 the definition isn't as good as I'd like, I think
 16 that makes it even worse to remove the word
 17 validity.

18 The other groups suggested
 19 circumventing the entire private dispute process by
 20 declaring a dispute to be a complaint under the
 21 rules, and that's a third section. I don't think
 22 that's appropriate at all. If there's a dispute,
 23 it should be handled through the rules meant for
 24 disputes and not -- not deemed a complaint.

25 Rule 13.025, that's on page -- starts

1 the bottom of 1366. The consumer groups seek to
2 change the length of an undercharge, when we've
3 undercharged a customer, how far we can go back to
4 bill them. Right now the rule is we can go back as
5 far as 12 months on making up an undercharge, and
6 that's where the rule stands today. The consumer
7 groups want to reduce it to six months.

8 We feel that 12 months strikes a fair
9 balance between how much we're going to charge when
10 we undercharge the customer versus the fact that
11 we'll go back five years to refund an overcharge.
12 So if we've overcharged the customer, we look back
13 five years to give them their money back. If we've
14 undercharged them, we look back one year. And we
15 think that's a good balance and the Commission
16 should keep it that way.

17 Rule 13.030 is on 1367. Office of
18 Public Counsel identified language in that rule
19 toward the bottom of 1367 that didn't look right to
20 them, and this language comes from a statute that
21 was passed in 2011 and is codified at 393.152. And
22 I think it was Staff's goal to drop the language of
23 that statute into Section 13.030(2)(C).

24 And the point of that statute that's
25 now in the rule is that we have something called a

1 poor pay deposit. If a customer is late on five
2 bills in a 12-month period, we can then say that
3 they're creating a risk of nonpayment and assess a
4 deposit.

5 What this rule says is, if a
6 customer's really making an effort to pay, they're
7 paying something every month, they're not too far
8 behind, you can't assess a deposit on them. And so
9 that's a reasonable balance, I think.

10 So the problem that OPC identified is
11 the language doesn't look right, and looking at it,
12 I think they have a point. We may need to review
13 that again to make sure it reads as the statute
14 intends.

15 13.050 Section 4, that is on page
16 1371 in the middle of the right column. This
17 section deals with disconnecting a customer who has
18 registered for electronic billing and notice. The
19 consumer groups seek to require the utilities to
20 send one hard copy notice or make a phone call to
21 the customer even though the customer has signed up
22 for electronic billing.

23 So generally we make two contacts
24 with the customer before disconnection. The first
25 one is more than ten days before disconnection, or

1 at least ten days, and we would do that
2 electronically because the customer has requested
3 electronic notice. I think the consumer groups
4 have said, well, they may not be -- they may not
5 have their Internet service still if they're having
6 a problem, and so we'd like one notice to be in
7 hard copy.

8 And Laclede and MGE are willing to go
9 along with this rule change, but we made in our
10 comments on Monday some clarifications to the rule,
11 just so it's clear what we're supposed to do.

12 Rule 13.055 is the Cold Weather Rule.
13 That is on page 1375. The consumer groups made a
14 few changes to this rule, including requiring extra
15 notices to persons who qualify for elderly and
16 disabled treatment under the Cold Weather Rule.

17 Let me make two comments about that.
18 First, the workshops and this rulemaking were
19 intended to modernize and sharpen the Chapter 13
20 rules without getting into the Cold Weather Rule,
21 which tends to be very controversial. Staff was
22 clear during the workshops that we weren't going to
23 open that Pandora's box.

24 My second point is that Laclede
25 actually does already place inserts about the

1 elderly/disabled program in their bills before the
2 Cold Weather Rule period. We also do advertising,
3 and we provide forms to the community action
4 agencies. So I think we're already doing what the
5 consumer groups seek to apply in this rule. I just
6 don't think it's appropriate to put it there in
7 this rulemaking.

8 Okay. 13.050 is on page 1371.
9 Section 3 discusses the time during which a
10 disconnection can be made. It is being changed
11 from 8 to 4, 8 a.m. to 4 p.m. to now 7 a.m. to
12 7 p.m. So those are the outside parameters for
13 when a disconnection can occur.

14 And they can -- and it also provides
15 that the utility must be accessible to receive a
16 restoration of service request at least one hour
17 after the disconnect timeframe. So if you want to
18 disconnect at 6:30, you have to be ready to take a
19 phone call at least until 7:30.

20 The consumer groups seek to keep it
21 at 8 a.m. to 4 p.m. We at Laclede tend to stop
22 work around 6 p.m., but in the summer it is light
23 very late and it's light well past 7 o'clock, and
24 we think that it makes sense to have the rule allow
25 that. If you're going to do disconnections, you

1 might as well do them efficiently, and the longer
2 day allows us to be more efficient.

3 In addition, for the utilities who
4 are collecting money at the door, the off hours
5 tend to allow -- tend to have people be home more
6 when the disconnect -- when the service technician
7 arrives and gives them an opportunity to make their
8 payment.

9 Okay. 13.050 on page 1372,
10 Section -- what used to be Section 8 is now listed
11 as Section 10 about the middle of the right column.
12 This is called the door knock rule. So the rule
13 says, it talks about when a service technician goes
14 to disconnect service at someone's home, that they
15 knock on the door and tell the customer why they're
16 there.

17 Laclede and MGE have filed comments
18 in which they merely seek an option to either knock
19 on the door on the day of disconnection or place a
20 phone call to the customer.

21 I notice that the consumer groups
22 also included a letter from, I believe, a physician
23 at Boston University that kind of addressed the
24 door knock rule. What I noticed about the letter
25 is that it really didn't seem to apply to the door

1 knock rule. It looked like the knocking on the
2 door was kind of dropped in a few places, but it
3 didn't really address why that would be important.

4 I think the consumer groups would say
5 that occasionally when the service technician's
6 knocking on the door he'll see that the person is
7 in poor health and can defer disconnection, for
8 example, under the medical deferral rule.

9 I would say that if we need someone
10 to visit houses to check on people, that our
11 service technicians are poor substitutes for social
12 workers. I don't think that requiring the knock on
13 the door is really going to be effective in that
14 sense. I don't know how many people we actually
15 refer, but I'm not sure it's very many.

16 One thing I'd like to add is that
17 when you read the consumer groups' comments, they
18 consistently make claims that they're fighting for
19 consumer protections and that they're fighting
20 against erosion of consumer protections. I don't
21 buy this. The -- as I said, the rules should
22 strike a balance between the customers who pay the
23 bills and the customers who don't, and I think that
24 their view of consumer protections is anything that
25 coincides with their policy views and any position

1 that disagrees with their views is an erosion of
2 consumer protections.

3 Throughout their comments, the
4 consumer groups have a common theme of suppressing
5 the utilities' ability to obtain deposits,
6 suppressing the ability to disconnect service and
7 to adjust billings. If their goal is to help our
8 most vulnerable customers, we share that goal, but
9 the way to do that is not by rigging the rules so
10 that those customers can maintain service longer
11 without paying for it. All that does is dig a
12 bigger hole for them to climb out of.

13 Laclede and MGE believe the best way
14 to help these customers who are unable to pay their
15 bills is to find the resources necessary to help
16 them reduce their debt. That's why it's important
17 for us to advocate for federal energy funding and
18 for the State of Missouri to fund the UtiliCare
19 program.

20 That concludes my remarks. Thank you
21 very much, and we're available for questions if you
22 have any.

23 JUDGE WOODRUFF: Mr. Chairman?

24 CHAIRMAN KENNEY: No. I think I
25 asked all the questions I was going to ask, but

1 thanks, Mr. Zucker.

2 JUDGE WOODRUFF: Commissioner Kenney?

3 COMMISSIONER W. KENNEY: No

4 questions.

5 JUDGE WOODRUFF: Commissioner Hall?

6 COMMISSIONER HALL: No questions.

7 JUDGE WOODRUFF: Let's move on to

8 another utility, then. I know KCPL GMO filed

9 comments. Is there anyone here from KCPL GMO?

10 Mr. Fischer.

11 MR. FISCHER: May it please the

12 Commission? My name is Jim Fischer, and I'm

13 representing Kansas City Power & Light Company and

14 KCPL Greater Missouri Operations Company in this

15 proceeding, as well as others. Commissioner Hall,

16 welcome to the bench. I hope you enjoy the new

17 role.

18 I guess I would concur initially with

19 most of the comments that were just delivered by

20 Mr. Zucker. We have been involved in this process

21 for about seven years with Gay Fred and her team,

22 and I would also commend Ms. Fred for all the hard

23 work that she's done.

24 Chapter 13, though, actually has a

25 much longer history than just the seven years. I

1 think if you look back at the end of the
2 regulations, they were actually -- Chapter 13 first
3 came into existence in 1975, even before I was
4 around. But I remember Judge -- we called them
5 Judges back in those days -- Commissioner Mulvaney
6 was very much involved in a major rewrite in 1977
7 that substantially changed and put into existence
8 our current Chapter 13.

9 Over the years there's been
10 controversy, but it's been largely related to the
11 cold weather aspects of the rule. For the most
12 part Chapter 13 has worked well, but I think we
13 probably haven't changed the rule in about 19 or 20
14 years in any major way, and it is time to update
15 the rule.

16 Staff has done a good job, I think,
17 of balancing the interests between the consumers
18 and the utilities and the other stakeholders
19 involved, and I would urge you to stay
20 substantially with the version Staff has proposed.

21 We at Kansas City Power & Light have
22 made some technical suggestions in our comments,
23 which I'd urge you to take a look at. I won't go
24 through them in any detail. But the one area, the
25 medical certification program is something that is

1 new and I think is an improvement. We don't think
2 there needs to be the form that Staff is suggesting
3 in the -- in the regulation itself.

4 We would urge you to allow us to use
5 an application process and have the application as
6 a part of it. That I think would improve it. Be
7 more flexible. We would go back to the physician
8 less often under that kind of a process. So I'd
9 ask you to take a look at our comments in that
10 regard.

11 But for the most part I would just
12 concur with the comments that Mr. Zucker has raised
13 about some of the comments that were filed by the
14 Public Counsel or by some of the other consumer
15 groups and urge you to take a look at our technical
16 comments.

17 And I do have a couple of experts
18 with me. Allison Erickson is our subject matter
19 expert. I have Lois Lichty and I have Lisa Casteel
20 with me as well if you have some more technical
21 aspects that you'd like to get into or how does it
22 work in the field, what concerns do we have on the
23 ground in the trenches.

24 So with that, I will stop and take
25 any questions that you might have.

1 JUDGE WOODRUFF: Mr. Chairman?

2 CHAIRMAN KENNEY: Mr. Fischer, thank
3 you. I'm going to ask the same question that I
4 asked Mr. Zucker about the credit scoring and your
5 thoughts regarding the wisdom of the rule
6 specifying some -- some uniformity in terms of
7 insuring that the credit scoring is tailored
8 towards measuring risk for not paying utility bills
9 versus some other risk.

10 MR. FISCHER: I think I would agree
11 with what Mr. Zucker has said, but with your
12 deference and your permission, I would let -- or
13 request that Allison Erickson address that more
14 directly. She's at the microphone back here.

15 CHAIRMAN KENNEY: Sure.

16 JUDGE WOODRUFF: Ms. Erickson, why
17 don't you go ahead and come up to the podium?

18 MS. ERICKSON: Thank you. I would
19 agree with Mr. Zucker in regards to utilizing the
20 credit scoring. And correct me if I'm wrong, but
21 you were asking if we would define in the rule the
22 applicable method or --

23 CHAIRMAN KENNEY: Well, I think what
24 Mr. Zucker was saying was that the rule should
25 maintain some level of flexibility, and I think I'd

1 probably agree with that, too. My question was
2 whether it would be advisable to have some measure
3 of uniformity so that the -- so that all of our
4 utilities are using a vendor that supplies credit
5 scoring specifically related to measuring risk for
6 not payment of utility bills as opposed to
7 measuring some other risk.

8 So I would agree to allow utilities
9 the flexibility to choose the vendor, but I wonder
10 if there would be any advisability to have at least
11 some measure of uniformity specified in the rule
12 itself.

13 MS. ERICKSON: That could certainty
14 be considered. You know, again, I don't know that
15 all utilities actually do reporting to the credit
16 bureaus for our current customers. It's usually
17 after it's gone to a bad debt status and it's sent
18 off to a third-party agency that reporting is
19 actually done.

20 But I know not all utilities actually
21 participate in providing active customer payment
22 history, and that's one thing that would have to be
23 considered.

24 CHAIRMAN KENNEY: That's different,
25 though. We're talking about using credit scoring

1 for purposes of establishing deposits. You're
2 talking about reporting payment history to credit
3 bureaus. I think that's slightly different than
4 what we're talking about.

5 MS. ERICKSON: Okay. And what I'm
6 understanding the question to be -- and maybe I'm
7 misunderstanding, I apologize -- is that if we are
8 using a model that strictly shows how a consumer
9 pays their utility bills --

10 CHAIRMAN KENNEY: For purposes of
11 establishing deposits.

12 MS. ERICKSON: Absolutely.
13 Absolutely. But again, a utility has to report how
14 that consumer has paid their utility bills, and
15 that's the point I'm trying to stress is that not
16 all utilities report that payment history on their
17 active customers.

18 It's certainly something -- and I
19 really am very interested in the model that Laclede
20 has because that does actually focus on the area of
21 concern for us as a utility.

22 CHAIRMAN KENNEY: And that's the area
23 of concern that we want you to be concerned about.

24 MS. ERICKSON: Absolutely. Yes.

25 CHAIRMAN KENNEY: Okay. So I don't

1 want to put words in your mouth, but it sounds like
2 you agree with me that the utilities in assessing
3 whether and how much of a deposit to assess should
4 be looking at risk related to nonpayment of utility
5 bills and not just a generalized credit risk?

6 MS. ERICKSON: I think there is
7 benefit in that, but again, it's going to -- my
8 concern would be how much is actually reported.
9 And I would have to really have more understanding
10 of that model before I could give an opinion on
11 that.

12 CHAIRMAN KENNEY: Okay. Thank you.

13 MS. ERICKSON: You're welcome.

14 JUDGE WOODRUFF: Commissioner Kenney?

15 COMMISSIONER W. KENNEY: No.

16 MR. FISCHER: Thank you very much.

17 JUDGE WOODRUFF: Thank you,
18 Mr. Fischer and Ms. Erickson. Is there anyone else
19 here on behalf of a utility?

20 MS. GIBONEY: Yes, for Ameren
21 Missouri.

22 JUDGE WOODRUFF: Mr. Mitten, you
23 jumped up first.

24 MR. MITTEN: I jumped up first.
25 Thank you. If it please the Commission? My name

1 is Russ Mitten. I'm appearing here this morning on
2 behalf of the Empire District Electric Company.

3 Empire agrees with the position that
4 the joint utilities have taken in the comments that
5 were filed earlier this week. We echo many of the
6 comments that Mr. Zucker made earlier today, and
7 I'm going to try and avoid repeating those.

8 But one point I do want to emphasize,
9 and that is I would urge the Commission, in
10 considering changes to the current rules, not to
11 swing the pendulum too far in favor of the minority
12 of customers who either don't pay their bills or
13 don't pay their bills on time as opposed to the
14 overwhelming majority of customers that do.

15 Mr. Fischer referenced a rulemaking
16 proceeding back in 1977 when these rules were first
17 considered. I'm old enough to have actually
18 participated in that rulemaking proceeding as a
19 Staff lawyer, and I remember one of the concerns
20 that I had both as an attorney for the Staff and
21 also a utility consumer was back then I thought the
22 Commission had bent over backwards too far in
23 favoring the interests of the small minority of
24 customers who didn't pay their bills.

25 I think the revisions that have been

1 proposed by the Staff in this particular rulemaking
2 do a really good job of moving that pendulum back
3 in the direction favoring the customers who do pay
4 their bills.

5 Bad debt is a real problem for both
6 utilities and ultimately for the customers who have
7 to pay that bad debt expense as part of the revenue
8 requirement that's used to set rates. I think the
9 utilities should be allowed to take reasonable
10 measures to minimize the amount of bad debt
11 experience that they're likely to have.

12 And I think the rules that have been
13 proposed by the Staff in this case, with some minor
14 tweaking as proposed by the utilities, go a long
15 way in bringing the pendulum back into a position
16 where bad debt expense is going to be mitigated.

17 If I can address some of the specific
18 comments that have been made by other parties in
19 the case, I would like to do so. In the
20 definitions section 4 CSR 240-13.015, the joint
21 commenters have proposed a change to the definition
22 of payment. Empire is opposed to that change. The
23 definition already defines the term to mean cash,
24 draft or electronic transfer, and it leaves the
25 option up to the customer as to which of those

1 means they prefer to use at least initially to pay
2 their bill.

3 However, by requiring there be an
4 agreement between the utility and the consumer as
5 to which of those means will be used, that takes
6 away some flexibility that the utilities need to --
7 in order to be able to mitigate their bad debt
8 experience.

9 For example, if a customer repeatedly
10 pays his or her utility bill with a bad check, the
11 utility should have the ability, without the
12 customer's agreement, to say we're not going to
13 take your checks anymore, we want the payment made
14 in cash or via electronic transfer.

15 The rule as it's currently proposed
16 by Staff allows that flexibility. The changes that
17 are proposed by the joint commenters would take
18 that flexibility away.

19 I also would like to address the
20 deposit rule and perhaps some of the questions that
21 Commissioner -- or that Chairman Kenney has asked.
22 We believe that utilities ought to be allowed to
23 use credit scores to determine the creditworthiness
24 of applicants for service, to determine whether or
25 not those customers should be required to provide a

1 deposit for service.

2 Now, I have talked to Ann Butz, who
3 is the head of the customer service department at
4 Empire, and Chairman Kenney, we're not aware of any
5 credit scoring agency that slices and dices credit
6 scores in the way that you've suggested to focus
7 exclusively on whether or not customers pay their
8 utility service.

9 We believe that credit scores
10 represent an overall view of the creditworthiness
11 of a potential customer. It looks at the
12 customer's payment history, but it also looks at
13 other things, like the debt load that that customer
14 is carrying and whether or not that debt load
15 suggests that the customer would be able to take on
16 new obligations and meet the payment requirements
17 of those new financial obligations.

18 We also believe that credit scores
19 when they're available are a far better indicator
20 of whether or not a customer is going to be
21 creditworthy than the inferences that can be drawn
22 from the four criteria that are in the current rule
23 and it would be carried over to a new rule.

24 Certainly it's possible that you can
25 infer from the fact that somebody is buying a house

1 or has a current job or has a source of -- a
 2 regular source of income that that person is going
 3 to be a good credit risk, but a credit score is
 4 based upon facts. It's based upon the actual
 5 payment record of a customer. And we believe that
 6 that factual information is far better than the
 7 inferences that can be drawn from the criteria that
 8 are in the current rule.

9 So if a credit score is available for
 10 a customer, we believe that the utility should be
 11 allowed to use that credit score in determining
 12 whether or not a deposit should be required.

13 You also need to take into
 14 consideration the fact that even if you look at the
 15 fact that a person has a current job or is buying a
 16 house or has a regular source of income, that
 17 customer can still have a bad credit score. And
 18 again, when you've got conflicting data like that,
 19 factual data versus inferential data, we believe
 20 the utility should be allowed to use that factual
 21 data in determining whether or not a deposit should
 22 be required.

23 CHAIRMAN KENNEY: May I ask you a
 24 question about that point?

25 MR. MITTEN: Certainly.

1 CHAIRMAN KENNEY: So as I understood
2 Mr. Zucker, Laclede Gas' model does focus on risk
3 of nonpayment of utility bills as opposed to just a
4 generalized risk of creditworthiness. So you're
5 saying Empire's not aware of any credit reporting
6 agencies that slice and dice with that level of
7 specificity, but as I'm understanding what
8 Mr. Zucker said, it exists.

9 And so my question then is -- and
10 this was the same question I asked Mr. Zucker --
11 does taking a generalized consumer credit score
12 recognize that the purchasing of utilities services
13 is not the same as the purchasing of other consumer
14 goods? So is there a study that shows that a
15 generalized measurement of credit risk is an
16 accurate measure of a person's payment and risk
17 with respect to the payment of utility bills?

18 MR. MITTEN: Well, I don't know if
19 there's a study that shows that. I do know that if
20 you look at the way credit scores are used, if I go
21 to apply for a mortgage or a consumer loan or go to
22 buy a car, I don't think they slice and dice my
23 credit score to determine whether or not it
24 indicates that I'm likely to make my mortgage
25 payments on time as opposed to pay other bills on

1 time. And I think the realities of the way credit
2 scores are used outside the utility industry ought
3 to apply inside the utility industry as well.

4 Empire's happy to talk to Laclede,
5 and if Laclede has a vendor that is able to focus
6 on a customer's likelihood of paying his or her
7 utility bill, certainly that's something we're
8 willing to consider. But I don't know that any of
9 that information was available in the workshops.

10 And if the Commission decides it
11 wants to adopt something like that, I think more
12 investigation, maybe more workshops are needed for
13 that particular facet. But in the interim, I think
14 the proposal to allow the utilities to use credit
15 scores generally is vastly superior to the
16 situation that exists today under the current rule.

17 CHAIRMAN KENNEY: I would agree if
18 the credit scoring is measuring the risk that it's
19 supposed to measure, and I'm relatively certain
20 that the credit risk for purposes -- or the
21 credit -- the way that the credit scoring is
22 utilized in one context for purchasing a home and a
23 mortgage is not the same as for purchasing a car
24 and it's -- because the transactions are different
25 from purchasing consumer goods from Macy's. One's

1 a secured transaction. One's unsecured. So the
2 risk tolerance by the lender is different. I can't
3 point to any study. I'm just relatively certain
4 that that's the case.

5 So I think if you just have this
6 blanket generalization with respect to credit
7 scoring, it doesn't take into account that buying
8 utility services is different than buying a coat
9 from Macy's, and a consumer's risk of nonpayment of
10 one is not the same as the risk of not paying the
11 other.

12 So I agree that an objective measure
13 like a credit score as a general proposition is
14 more accurate than maybe some other subjective
15 measure, but I think we have to be certain that the
16 risk that's being measured is the risk that we are
17 concerned about.

18 Mr. Zucker?

19 MR. ZUCKER: Thank you, Chairman.

20 Let me amend something I said because I don't want
21 to give you the wrong impression. The index we use
22 for credit scoring is called the Equifax Utility
23 Index. My understanding is -- and we have David
24 Hendershot here from MGE who also uses that same
25 index and can maybe talk to it in more detail than

1 me.

2 My understanding is, while it's meant
3 to correlate to utility payment, it doesn't -- it's
4 not just exclusive utility. The facts that go in
5 are not exclusively utility information. But when
6 we did testing on it, they were able to predict
7 with a pretty high level of correlation who --
8 based on their score they gave the customer, how
9 that customer would perform, and so --

10 CHAIRMAN KENNEY: Would perform with
11 respect to payment of utility bills?

12 MR. ZUCKER: Yes.

13 CHAIRMAN KENNEY: So the inputs may
14 look at a person's payment of a variety of
15 different consumer bills and mortgage payments,
16 so the inputs are the same, but they're measuring
17 specifically the risk of payment or nonpayment of
18 utility service? It's not a generalized consumer
19 credit score?

20 MR. ZUCKER: That's correct. The
21 inputs -- I mean, there's a lot of inputs, and they
22 may choose among them and see which ones come out
23 to be the best predictors of utility payment. And
24 then we tested it, and I can enter this if you --

25 CHAIRMAN KENNEY: When you say you

1 tested it, what does that mean? Laclede tested it?

2 MR. ZUCKER: That means, for example,
3 for calendar 2012 we looked at about 23,000
4 turn ons done, and based on the -- here's the --
5 okay. Based on what happened after those customers
6 were turned on, we aggregated how they did by
7 credit score, and the credit scores -- the
8 customers with the lowest credit scores had the
9 highest defaults, and the customers with the
10 highest credit scores had the lowest defaults.

11 And so it -- it correlated very well,
12 and you can see and then you can draw a line based
13 on how much risk you want to take in terms of the
14 threshold for whether to take a deposit or not.

15 CHAIRMAN KENNEY: Yeah, I'd like to
16 enter that. I'd like to see it.

17 MR. ZUCKER: Do you guys want to see
18 this? I don't have any other copies of it.

19 CHAIRMAN KENNEY: I don't have to see
20 it today.

21 MR. ZUCKER: I think this is it.

22 JUDGE WOODRUFF: Mr. Zucker, we're
23 going to mark this as Exhibit 1.

24 CHAIRMAN KENNEY: Can I ask you a
25 question now that you provided this?

1 MR. ZUCKER: Yes.

2 CHAIRMAN KENNEY: So the consumer
3 reporting agency generates a score, and then
4 Laclede is free to decide where along the scale
5 it's going to accept a deposit. So below this
6 score we will demand a deposit. Above this score
7 we will not. How do you determine what that be?

8 MR. ZUCKER: Well, that would be nice
9 if Laclede was able to decide, but what happened
10 was we filed a tariff and then negotiated it with
11 the parties that would like to have drawn the line
12 in a different spot than we did, and we came to a
13 compromise.

14 CHAIRMAN KENNEY: Got you. Would it
15 be -- well, never mind. I won't ask you that. I
16 apologize. Thank you. This is helpful.

17 (LACLEDE EXHIBIT NO. 1 WAS MARKED FOR
18 IDENTIFICATION BY THE REPORTER.)

19 MR. MITTEN: If I could just say one
20 concluding thing regarding the credit score. I'll
21 concede that a credit score is an imperfect
22 indicator of whether or not a customer is going to
23 pay his utility bill or his mortgage payment or any
24 other particular payment in a given month, but I
25 think it's a considerably less imperfect indicator

1 than the four criteria that are in the rule right
2 now.

3 One final point that I would like to
4 make regarding the proposed rule has to do with the
5 medical safeguards. I think Mr. Zucker mentioned
6 earlier that there's a lot of new proposals in the
7 version of the rule that we were asked to comment
8 on. I would add that many if not most of those new
9 proposals were not discussed in the workshops that
10 led up to the rule being proposed.

11 Empire believes that the current rule
12 is working, and if the Commission believes that
13 additional changes need to be made to the current
14 rule, then we would ask that you set up a separate
15 rulemaking with some additional workshops so that
16 additional proposals can be considered in those
17 workshops and hopefully a consensus proposal can be
18 made in the form of amendments to the current rule.

19 Again, the changes that are being
20 proposed to the rule are very significant. We
21 don't believe some of them are going to work
22 particularly well, but we'd like to have the
23 opportunity to talk among the parties about those
24 proposed changes either in another rulemaking
25 proceeding or in workshops working up to a

1 rulemaking proceeding.

2 I don't have any further comments.

3 Like I said, I echo the comments that have been
4 made by the other utility parties thus far, but I
5 would be happy to answer any questions from the
6 Bench if there are any.

7 JUDGE WOODRUFF: Mr. Chairman?

8 CHAIRMAN KENNEY: No, thank you.

9 Thanks, Mr. Mitten.

10 MR. MITTEN: Thank you.

11 JUDGE WOODRUFF: Commissioner Kenney?

12 COMMISSIONER W. KENNEY: No.

13 JUDGE WOODRUFF: Commissioner Hall?

14 COMMISSIONER HALL: No.

15 JUDGE WOODRUFF: Let's move to Ameren
16 then.

17 MS. GIBONEY: Good morning. I'm
18 Sarah Giboney. I'm the attorney representing
19 Ameren Missouri this morning, and I also represent
20 the company in the consumer complaints that are
21 filed with the Commission.

22 I'd like to echo the thanks and the
23 recognition that Rick Zucker offered this morning.
24 I feel like I haven't been around very long because
25 I've only been involved in the workshops I think

1 since 2007, 2009. So I don't have quite the amount
2 of experience that the other attorneys do.

3 In general, Ameren Missouri believes
4 that most of the changes to Chapter 13 that were
5 proposed by Staff, that they also have effectively
6 modernized the rules to reflect technological
7 advances and that they do maintain that balance
8 between the concerns of the utilities' residential
9 customers and the concerns of regulated utilities,
10 and we would say not just the concerns of good pay
11 versus bad pay customers but all customers and the
12 concerns of regulated utilities.

13 The company is happy to support most
14 of the changes, but it is concerned that a number
15 of the suggestions for additional changes to
16 Chapter 13 that have been suggested by the consumer
17 groups, that those do, you know, get us out of
18 balance with the purpose of the rules and with the
19 purpose of Staff's changes. We don't think they
20 would result in the fair compromise that Staff said
21 it sought to achieve when it modernized the rules.

22 I'll be introducing Kathy Hart.
23 She's the customer services supervisor for Ameren.
24 Kathy lives and breathes these rules. She looks at
25 them every day all day long, and she really has a

1 good understanding of the effects and sometimes the
2 possible side effects to the way a rule is
3 interpreted and has a good understanding of the
4 problems that might result from some of these rules
5 unintentionally, the suggested rules.

6 So I'm going to let Kathy speak
7 specifically to our comments.

8 MS. HART: Thank you. I appreciate
9 that. As Sarah said, my name is Kathy Hart, and
10 I'm just going to go through some of the things
11 that Ameren -- I'd like to respond to some of the
12 comments and the changes from Staff.

13 The first one would be on page 1364
14 in the Missouri Register, and it would be under
15 payment. In response to the Staff changes, we are
16 okay with the minor change. Ameren believes that
17 cash, draft or electronic transfer should be
18 changed to cash, draft of good and sufficient funds
19 or electronic transfer, or to cash, draft that has
20 not been dishonored or electronic transfer, to make
21 clear that a check that does not clear is not a
22 payment.

23 We'd also like to respond to that
24 same topic with the comment from OPC disagrees
25 with -- we disagree with OPC if it is suggesting

1 that customers whose checks have been dishonored on
2 repeat occasions should always have the option of
3 paying by draft. Because the definition does not
4 address options, just defines what constitutes a
5 payment, Ameren believes the definition amended as
6 Ameren suggests is sufficient.

7 The next one would be 13.020, and
8 that's on page 1365 of the Register, billing and
9 payment standards, and this would be 2A, 1 through
10 7. This is in response to Staff changes. Ameren
11 supports these changes which reflect all -- reflect
12 that although technology that has come about since
13 the rules were last amended generally improves
14 efficiency and reduces the cost through AMR,
15 sometimes it may fail and may result in the need to
16 base a bill on estimated usage.

17 Ameren's number of estimated bills is
18 very, very low in comparison. In fact, this year
19 up to date we have 574 complaints. Seven of
20 those -- we had a total of nine which would be --
21 which would be failings. Two of those were
22 customer repairs that were needed, and seven of
23 those were stop meters. So our numbers are very
24 low as far as this is concerned.

25 In response to OPC's comments, we

1 disagree with OPC's conclusion that the changes
2 proposed by Staff diminish a utility's
3 responsibility to obtain actual reads. The rules
4 would provide for use of customer-supplied readings
5 where viable, for instance. Again, utilities are
6 motivated to bill for the amount of service
7 actually provided.

8 Ameren does not believe there is any
9 factual support for OPC's argument that the
10 proposed changes will lead to an increase in the
11 number of customer complaints over estimated bills.

12 The next one would be 13.020(7),
13 mandatory preferred billing dates. Ameren Missouri
14 opposes any mandate that customers be able to
15 choose their billing date. Allowing customers to
16 choose billing dates will result in inefficiencies
17 in billing, issuing notices and doing field work,
18 and could raise cash flow concerns.

19 We want to mirror some of the
20 comments before through some of the other utilities
21 that we do bill in groups for a reason because of
22 our flow of bills out and the cash flow back in.
23 So we're not able to really handle all of those at
24 one particular time of the month if that's where
25 someone would choose to land.

1 CHAIRMAN KENNEY: Can I ask a
2 question about that, about allowing a customer to
3 choose their billing date? I know credit card
4 companies do that. Is there any indication or
5 evidence that by allowing a customer to choose
6 their billing date, that would reduce your bad
7 debt, I mean, if they pick a date on which they're
8 better able to pay it?

9 Because I think the whole point
10 behind that is allowing them to set it so it
11 coincides with payday. I wonder if there's an
12 increase in bill payments and a decrease in bad
13 debt if you allow them to pick their pay date, if
14 that's been looked at.

15 MS. HART: You know, I don't know
16 that there's been a study. I'm not aware of it. I
17 do know some of the people who have asked is
18 because they get paid on the 3rd of the month or
19 something like that. But typically, you know, I
20 just don't know. I don't want to say there's been
21 a study when I'm not sure about that.

22 CHAIRMAN KENNEY: Is there a real
23 concern or legitimate concern that everybody's
24 going to start picking the same date and there will
25 be a rush? I think the concern is that it messes

1 up your cash flow if everybody were to pay at the
2 end of the month. Is that -- is there some
3 indication that that's actual, that that would
4 actually happen?

5 MS. HART: Well, if we opened it up,
6 I don't know. We've never opened it up for them to
7 do that just because we have everything set out,
8 you know, certain bill groups we're going to run
9 certain areas. We have to be able to do that. For
10 one thing, I don't think we could handle the flow
11 back in, like I said. We've never opened it up to
12 do that because I don't think it would work.

13 We have a lot of bills that go out.
14 You know, 700 per minute I think was the last --
15 whenever we're running those bills, and so for us
16 to -- because we have so many customers, for us to
17 get those all at one time, I can't imagine that it
18 would work. I can't give you any specifics because
19 I don't think there's been a study, but we could
20 see by looking at the number of customers and we're
21 actually going to have to state when the bills are
22 going to be paid.

23 And it's really due to area. We have
24 a lot of field work that goes on per area as well.
25 So it's not just the cash flow.

1 CHAIRMAN KENNEY: Okay. Thank you.

2 MS. HART: Uh-huh. The next one that
3 I'd like to speak about would be 13.020(14), and
4 that was payday loan sites, and I think that was --
5 those were some comments by AARP and some of the
6 consumer groups.

7 We oppose the proposed rule that
8 would ban the formal pay agent relationships.
9 There are certain -- there's a lot of areas that we
10 have that are rural, and in order for us to provide
11 the pay stations for customers to make it
12 convenient for them to go make their payments, if
13 we were not to use some of those payday loan sites,
14 they would have nowhere to make their payments.
15 They would actually -- it would cut down on their
16 options. Some of them would have to drive as much
17 as 50 miles to even get to a good payday loan -- or
18 to a good pay station site.

19 So we feel like we're -- we're
20 actually trying to give the customer some type of
21 option to make that payment. So that's why we feel
22 like we would like to go ahead and use those really
23 when we have to.

24 The next one would be 13.025, and
25 that's on Missouri Register page 1367, 1C. This is

1 in regards to the service and billing practices for
2 the undercharges. Ameren Missouri believes the
3 Staff's proposed change to allow a customer to pay
4 an adjusted bill that resulted from an undercharge
5 over a period double the period covered by the
6 adjusted bill will result in an imbalance between
7 the concerns of the customer and of the utility.

8 These interests are balanced in
9 Ameren's tariffs, which allow a 12-month look back
10 to bill for undercharges but a five-year look back
11 for a customer to obtain a credit for overcharges.
12 Allowing a period at least equal to the time
13 covered by the corrected bill, leaving the utility
14 to agree to a longer period in special
15 circumstances seems more balanced.

16 In addition, Ameren believes the
17 provisions should include a reference to a payment
18 agreement. That is, payment of an undercharge
19 should be made in installments over a certain
20 period of time, not just come due at the end of the
21 period.

22 Ameren recommends saying, in the
23 event of an undercharge, the utility shall offer
24 the customer the option to pay the adjusted bill
25 pursuant to a payment agreement under which the

1 customer may pay the amount in equal monthly
2 installments over a period at least equal to the
3 period covered by the adjusted bill.

4 The next response I'd like to make
5 would be to some comments made by OPC. We strongly
6 oppose OPC's proposal to shorten the undercharge
7 adjustment period to six months. Ratepayers are
8 not served when the utilities do not collect
9 charges for services provided.

10 In addition, OPC is misinformed when
11 it suggests that all that is needed to resolve
12 faulty meter issues immediately is incentive. In
13 certain circumstances, such as customers with
14 variable usage, it's difficult to detect in just
15 six months if a meter is faulty or if a remote
16 meter reading device has failed.

17 I'll give you an example. If we have
18 a gas customer who in the month of January, if
19 their meter failed in January, after three
20 consecutive billings of zero use then we would go
21 out for a field check. If it happened in January
22 and the first card, the zero card did not come out
23 for us to look at until February, February, March
24 would have been No. 2, month one and then month
25 two. In April we go back -- we go out of that. So

1 we would not have looked again until after
 2 September. And so that may just fall back into the
 3 next winter period, variable use, zero use period.
 4 So that's really how it can go from one season into
 5 the next before we're actually able to see those.
 6 So that's just an example.

7 COMMISSIONER W. KENNEY: May I ask a
 8 question? I want to go back a second. You were
 9 talking about those predatory lenders. Did I hear
 10 you say that some customers would have to drive up
 11 to 50 miles because you can't come to an
 12 arrangement with another company to accept
 13 payments?

14 MS. HART: Well, I'm saying -- now,
 15 they could -- we have speed pay, which is Western
 16 Union, and they can call. But if they actually
 17 want to go to a location to pay a bill, yes, they
 18 could drive that far, if we did not have -- we have
 19 a hard time in some rural areas finding someone to
 20 actually make our payments through.

21 COMMISSIONER W. KENNEY: Like a
 22 grocery store? Like a --

23 MS. HART: Right. Right. A lot
 24 of -- in smaller towns, we have problems finding
 25 someone who's interested to take the payments.

1 Now, I'm not saying that the customer would not be
2 able to call those in. They can. They can go in
3 through the website.

4 COMMISSIONER W. KENNEY: I don't see
5 many predatory lenders in rural areas. I don't see
6 many -- I see most predatory lenders in cities.

7 MS. HART: Well, we have -- we have
8 some areas, and they're maybe not as big of cities
9 as St. Louis, but we have some areas that we're not
10 able to find anyone to take those payments. We do
11 have other options, though, but a lot of times, you
12 know, people will like to go to a store right there
13 in their town and pay the bill.

14 COMMISSIONER W. KENNEY: I know, but
15 a store is different than, I think, than the
16 consumers were talking about and some of these
17 groups. I just think -- I'm just aware of it
18 because I remember from the Legislature dealing
19 with those types of groups. It's a business and I
20 understand the need for some consumers, but I was
21 just curious when I heard that statement. I'm sure
22 utilities could probably find some arrangements
23 other than predatory lenders, I would think.

24 MS. HART: Well, we do our best to --
25 and we give other options, and we're always trying

1 to give other options, like I said, through our
2 website or speed pay. They can always call in.
3 But if they do want to actually go to a location
4 and make their payment, sometimes we have to use
5 whoever we can get from that particular location.

6 COMMISSIONER W. KENNEY: Okay. Thank
7 you.

8 MS. HART: At this time to comment on
9 13.030(1)(A), and this is regard to the credit
10 scoring. At this time we do not have credit
11 scoring. We agree with Rick Zucker's comments that
12 because a tariff would have to be filed and
13 approved, the Commission would have an opportunity
14 to determine if the scoring range and vendors were
15 appropriate.

16 At this time the company does not
17 report nonpayment of utility bills to the credit
18 agencies.

19 CHAIRMAN KENNEY: I'm going to ask
20 you the same question I've asked everybody. Do you
21 have an opinion about the need for uniformity with
22 respect to not necessarily the vendor but the
23 outputs from the credit scoring and that it should
24 be tailored toward assessing risk for payment or
25 nonpayment of utility bills?

1 MS. HART: Honestly, because we don't
2 use this right now, I don't have a lot of detail on
3 that. I know that -- I do just know that we don't
4 report the nonpayment. I would say anything that
5 the -- you know, like I stated, if the
6 Commission -- it has to be approved by the
7 Commission, then they're going to be able to set
8 the ranges for the scoring. But I don't really
9 have an opinion as far as that because we don't use
10 it.

11 CHAIRMAN KENNEY: Fair enough. Thank
12 you.

13 MS. HART: The next one I'd like to
14 address is 13.035, No. 1, and that's denial in
15 writing. Staff changes -- Ameren objects to the
16 requirement that a utility inform an applicant in
17 writing if requested that the utility refuses to
18 provide service.

19 Ameren cannot identify any current
20 deficiency that would be fixed or any other clear
21 purpose that would be served by adding this
22 requirement, but it would add to the cost of
23 service.

24 The next one would be discontinuance
25 of service, extending hours, and that would be

1 13.050(3). In response to OPC's comments, OPC
 2 opposes extending the hours during which a utility
 3 can disconnect. However, there is a balance in the
 4 rules between a utility's opportunity to disconnect
 5 and a customer's opportunity to have service
 6 restored by providing that a utility cannot
 7 disconnect unless a utility is accessible to
 8 receive restoration request at least an hour after
 9 the disconnect.

10 OPC's argument that extending into
 11 evening hours may deprive a customer of the ability
 12 to contact social service agencies is not supported
 13 for the reason that by the time the customer is
 14 facing disconnection, the customer has had days to
 15 contact the agencies for help.

16 The next one would be No. 4, and that
 17 would be allowing electronic notices. Staff
 18 changes, Ameren is generally supportive but
 19 believes the provision needs to be reworded
 20 slightly as recommended in the comments of the
 21 Missouri utilities. Because electronic --
 22 electronic notices are in writing and because the
 23 provision refers to sending a notice 96 hours prior
 24 to discontinuance rather than at least 96 hours
 25 prior to discontinuance and to a phone call 24

1 hours prior to discontinuance rather than at least
2 24 hours prior to discontinuance.

3 The next one would be 13.050, No. 10,
4 and this is the knock on the door. Staff did not
5 change this provision. We feel strongly that the
6 field personnel should not be required to contact
7 the customer and identify themselves and the
8 purpose of their presence for safety reasons.

9 In addition, if a physical visit to
10 the premises is not required in order to disconnect
11 service, field personnel should not be required to
12 visit the premises just for the purpose of leaving
13 written notification about the discontinuance and
14 steps to restore service. This can be addressed by
15 a follow-up writing or a phone call. Remote
16 disconnects will improve efficiency and should be
17 encouraged.

18 Because the customer has ample
19 advance notice of the disconnect and can be given
20 notice afterwards in manners just as effective as a
21 door hanger, this rule should be revised.

22 And then the next one would be
23 13.055(11), and I just want to state that we feel
24 there are several difficulties with this change,
25 and we would like to see this -- we would like to

1 see where this would not go forward. There needs
2 to be a workshop on it or something set up for more
3 discussion, but right now we can just see a lot of
4 difficulties with the changing of this physician's
5 certificate in 055.

6 And that's all that I have, so that's
7 the end of my remarks. Do you have any questions
8 for me?

9 CHAIRMAN KENNEY: No. Thank you.
10 Thanks for your time.

11 JUDGE WOODRUFF: Commissioner Hall?

12 COMMISSIONER HALL: One question.

13 JUDGE WOODRUFF: We have one question
14 for you.

15 COMMISSIONER HALL: On the
16 physician's certificate, how common is that?

17 MS. HART: Well, if -- for a medical
18 hardship, and we offer medical hardship one every
19 12 rolling months, it's pretty common that -- what
20 we request is that someone send us a statement, a
21 doctor's statement, and we want to make sure that
22 it's something that would be life-threatening, you
23 know, to the customer to not have that service
24 turned off.

25 So your question is how often do they

1 call in for that? Quite often. We have -- we have
2 several of those probably a day.

3 COMMISSIONER HALL: Is it possible to
4 get an actual number?

5 MS. HART: I could get you an actual
6 number. I don't know off the top of my head.

7 COMMISSIONER HALL: Okay.

8 MS. HART: I can definitely do that.
9 And then we make sure -- you know, we make sure
10 that all the information that we've received from
11 the customer is correct, and then we'll go ahead
12 and we'll enter it in the computer, and we put it
13 in and that's their one per 12 months. But yeah,
14 I'd be glad to get that for you.

15 JUDGE WOODRUFF: I have a question
16 also.

17 MS. HART: Sure.

18 JUDGE WOODRUFF: You mentioned that
19 there were safety concerns for not having
20 requirement that the technician knock on the door.
21 Have there been problems in the past?

22 MS. HART: We have had problems.
23 We've had people who have threatened our person,
24 because we knock on the door before we go back to
25 do the disconnection, and so we've had dogs, you

1 know, they've let the dogs out of the house on our
2 people. And so we've had to go back sometimes and
3 do pole cuts for that reason, but yeah, sometimes
4 it is --

5 JUDGE WOODRUFF: Pole cuts meaning
6 you cut it at the pole rather than at the meter?

7 MS. HART: That's correct. I'm
8 sorry. That was jargon. Yes, we would have to cut
9 it at the pole instead of actually going to the
10 meter. So sometimes I -- you know, it's nice to be
11 able to give someone a little bit of heads up what
12 we're doing, although we've already given them
13 their notices, and during Cold Weather Rule we've
14 made their call. Of course, we're not going to
15 disconnect if it's too cold anyway. But sometimes
16 it's bad for our field personnel.

17 JUDGE WOODRUFF: Is there a danger
18 also in not knocking in that suddenly somebody
19 finds somebody, a stranger in their backyard and
20 may not know why they're there and come out with a
21 shotgun, that kind of scenario?

22 MS. HART: I can't think of any. I'm
23 not saying it probably hasn't happened over the
24 years, but generally it's the other way around.
25 It's that we're alerting them, and they pretty well

1 know which day we're coming anyway. But yeah, I
2 can't think of any off the top of my head that's
3 happened recently like that.

4 JUDGE WOODRUFF: Okay. Thank you
5 very much.

6 MS. HART: You're welcome.

7 JUDGE WOODRUFF: Is there anyone else
8 here wishing to comment on behalf of a utility?
9 Come forward, sir.

10 MR. LUFT: May it please the
11 Commission? I'm Tim Luft for Missouri American
12 Water.

13 I would echo the comments made by
14 Mr. Zucker, Mr. Mitten, Mr. Fischer, Ms. Giboney,
15 and I prepared just a short two-and-a half-page
16 reply to some of the comments filed earlier this
17 week. Rather than read it, I brought over 20
18 copies. I'll distribute it.

19 I would just touch real roughly on a
20 few things. The medical excuse safeguards, I would
21 echo the comments that I believe Mr. Mitten made.
22 We don't see an issue with it. I asked our folks
23 how many of these we see a day. I heard four or
24 five. We heard maybe more than that. Every day we
25 get these, but we're unaware of an issue or problem

1 with the process that's currently in place.

2 I've read the changes and they were,
3 frankly, a little more confusing. I think whenever
4 they get confusing for me, I'm sure they're
5 confusing for the consumers and I just -- I don't
6 know that the changes are warranted. I think a
7 closer look would need to be taken at that before
8 we impose something like that.

9 With regard to the door knocking
10 rule, Missouri utilities filed some suggested
11 language. We are not in agreement with that. We
12 think the door knocking rule should be left as is.
13 It does have an exception for instances where the
14 utility worker believes or fears for their safety,
15 that they would not have to go up and knock on the
16 door, and we think that's worthwhile.

17 I think in the last year we've had
18 one assault on one of our workers. So it happens.
19 You can imagine, it's a very tense situation.

20 There was also a comment I believe by
21 consumer groups about shutoff of water for
22 nonpayment of sewer. They do not want to see that
23 change in these -- in Rule 13. That's provided by
24 statute, so I don't know that we can change that.
25 But we do shut off of water for nonpayment of sewer

1 for many municipalities in which they provide the
2 sewer and we provide the water. The alternatives
3 would be they would have to file liens against the
4 property or they could actually dig up the yard and
5 shut off the sewer, which would make the home
6 uninhabitable. That's just a drastic and expensive
7 remedy. Shutting off the water seems to work best.

8 The credit scoring, we don't do
9 credit. If you're a brand-new customer and you've
10 never been a customer of ours, you have a clean
11 slate with us. So that hasn't been an issue for
12 us. We don't take deposits. If that changed in
13 the future, I don't know that maybe using that
14 third-party number might work well, but that
15 doesn't really apply to us. Obviously the Cold
16 Weather Rule doesn't apply to us as well, so we
17 have no comment on that as well.

18 I brought Tom Deters. He was here in
19 '93 and testified I believe the last time there was
20 changes to Rule 13, and then also Chelsea Harmon,
21 who's also someone who lives and breathes with
22 these rules every day. I'll take any questions.

23 JUDGE WOODRUFF: Let's go ahead -- do
24 you have a copy of the documents there?

25 MR. LUFT: Yes.

1 JUDGE WOODRUFF: We'll mark it as
2 Exhibit 2.

3 (MAWC EXHIBIT NO. 2 WAS MARKED FOR
4 IDENTIFICATION BY THE REPORTER.)

5 JUDGE WOODRUFF: Exhibit 2 will be
6 received into the record. If I didn't say it
7 before, Exhibit 1 is also received into the record.

8 (EXHIBIT NOS. 1 AND 2 WERE RECEIVED
9 INTO EVIDENCE.)

10 JUDGE WOODRUFF: Any questions?

11 CHAIRMAN KENNEY: Mr. Luft, thank you
12 very much. I'm assuming by your comment that
13 Missouri American doesn't take deposits and
14 therefore doesn't use credit scoring, do you have
15 an opinion or do you have any thought about the
16 question that I was asking of the others about the
17 advisability of some uniformity in terms of making
18 sure that the credit scoring that's used is
19 measuring the appropriate risk?

20 MR. LUFT: Since we don't take
21 deposit, we don't do that, we have no comment on
22 that.

23 CHAIRMAN KENNEY: Fair enough.

24 MR. LUFT: If one day in the future
25 we might, I think a third-party credit agency

1 scoring would be helpful. If it focused on
2 utilities, certainly that would be better, I would
3 think.

4 Right now we -- our focus is -- the
5 only way you're denied service is if you had a
6 prior account with us at say a prior location and
7 you hadn't paid your bill and you still haven't
8 paid it, until you pay that bill we can't start a
9 new service with you. Can't get any more specific
10 than that.

11 CHAIRMAN KENNEY: Let me ask another
12 question. Your statement regarding the
13 continuation of the door knocking requirement seems
14 to depart from your colleagues. Why do you take
15 the position that it should be maintained as is?

16 MR. LUFT: Well, the comment that the
17 Missouri utilities provided was you knock or, if
18 you fear for your safety, you could also make a
19 phone call that morning, and that would be in lieu
20 of it. It's not required, but it's just an option.

21 We were concerned that that would be
22 considered a requirement over time, and then let's
23 say if somebody's doing 200 water shutoffs on a
24 day, because they try to do them all at one time, a
25 certain time of the month, to make that worker call

1 200 people we don't think is advisable, workable.
2 People -- they know we're going to be there. This
3 is not a surprise. In certain circumstances it may
4 only antagonize them, and/or they see a call from
5 Missouri American Water, they're not going to
6 answer it.

7 CHAIRMAN KENNEY: Thank you for your
8 time.

9 JUDGE WOODRUFF: Commissioner Kenney?

10 COMMISSIONER W. KENNEY: No.

11 JUDGE WOODRUFF: Commissioner Hall?

12 COMMISSIONER HALL? No.

13 JUDGE WOODRUFF: Thank you. Anyone
14 else here wishing to offer comments on behalf of a
15 utility? All right. Well, before we switch gears
16 over to the consumer side, we'll take a ten-minute
17 break, and we'll come back at 10 minutes to 12.

18 (A BREAK WAS TAKEN.)

19 JUDGE WOODRUFF: Before the break we
20 finished with the consumer side of this, so we're
21 going to switch over to the consumer side. We
22 finished the utility side. We're going to switch
23 to the consumer side. Is there a preference as to
24 who goes first? Mr. Poston for Public Counsel.

25 MR. POSTON: My name is Marc Poston,

1 and I'm here on behalf of the Office of the Public
2 Counsel and public utility consumers. We filed
3 comments on Monday, and hopefully you've had an
4 opportunity to read those. I'm not going to
5 reraise every issue that we raised in our comments,
6 but I would like to highlight a few of the more
7 important issues.

8 The first issue I'd like to address
9 is the proposal to expand the use of estimated
10 billing in Rule 13.020. The purpose of this rule
11 is to require utility bills to be based on actual
12 usage whenever possible, and this purpose has
13 withstood two previous revisions in 1977 and 1993.

14 This rule is good for utility
15 companies because it recognizes that there are
16 circumstances beyond their control, like blocked
17 access to a meter, where the utility simply cannot
18 get an actual reading and must have an alternative
19 method to bill for the services that they provide.

20 But restricting the use of estimated
21 billing is good for customers because estimated
22 bills run the risk of being inaccurate, which can
23 lead to overcharges or undercharges. And this can
24 create serious hardships for customers living on a
25 tight monthly budget because it can cause a large

1 unexpected bill increase.

2 The utility companies say that
3 allowing them to estimate when their equipment
4 fails will recognize the modernization of their
5 system, but shouldn't modernized systems provide
6 benefits for customers, especially when customers
7 are already paying through rates the cost of that
8 modernized equipment?

9 Where is the benefit in adding one
10 more reason for the utility to estimate a bill
11 instead of getting an actual read of the meter? It
12 will only lead to more estimation and more
13 inaccurate bills. This is not the type of benefit
14 modernized systems should bring to Missouri.

15 When a meter fails, the utility
16 should get to that meter as soon as possible and
17 fix it. Utilities should not be allowed to
18 estimate usage for up to three months. If you were
19 to go home today for lunch and you noticed that
20 your gas meter had stopped registering usage and
21 you reported it to your gas company, how long would
22 you expect the utility to come fix the problem?
23 Today? Tomorrow? How about January? That's what
24 you would be allowing if you make this change.
25 Estimated billing is allowed for three months.

1 This makes sense if we're talking
2 about blocked access to a meter. It makes no sense
3 when we're talking about a faulty meter or faulty
4 AMR.

5 There's nothing consumer friendly
6 about expanding estimated billing. It only makes
7 life easier for the company while passing the
8 burden of inaccurate meter reads on to the
9 customer. Consumers are best protected by a
10 practice where if a meter is faulty, the company
11 will send an employee as soon as possible to fix
12 the problem and read the meter.

13 The next issue I'd like to address is
14 the proposal to eliminate the requirement that
15 customers be allowed to read the meters themselves
16 and report usage. This is a good tool for both the
17 company and the customer because it allows the
18 company to avoid estimates if for whatever reason
19 the utility is unable or unwilling to read the
20 meter to obtain an actual read.

21 The utility proposal to allow only
22 self reads when the utility and customer both agree
23 is essentially the same as taking that protection
24 away from the customers. Self read cards allow
25 consumers to protect themselves against large

1 catchup bills caused by meter failure that is not
2 the fault of the customer. We ask that you keep
3 this important consumer protection in place.

4 JUDGE WOODRUFF: Mr. Poston, can I
5 ask --

6 MR. POSTON: Yes.

7 JUDGE WOODRUFF: -- a clarifying
8 question here about the reading cards? Are you
9 suggesting that a customer should be able to ask
10 for a self read card at any time or only --

11 MR. POSTON: No.

12 JUDGE WOODRUFF: Please explain.

13 MR. POSTON: Just if for some reason
14 let's say the AMR fails on a meter, and that would
15 give the customer the option of going and looking
16 at the meter itself and making that read and
17 sending it in.

18 JUDGE WOODRUFF: Okay. Thank you.

19 CHAIRMAN KENNEY: Is that what the
20 rule currently provides? I mean, in that case the
21 customer has that ability to do that, right?

22 MR. POSTON: Well, I don't think it
23 specifies AMR. I don't think any of the rules ever
24 gotten to that level of technology being addressed
25 in this rule.

1 CHAIRMAN KENNEY: But in the event of
2 a meter failure generally?

3 MR. POSTON: Well, a meter failure,
4 them reading the meter may not help. I'd have to
5 pull them back up and relook at them to see
6 whether I would say that it applies to AMRs as it's
7 written now.

8 CHAIRMAN KENNEY: But it's not an
9 unlimited ability for consumers to use self
10 reports?

11 MR. POSTON: No, I don't believe so.
12 The next issue I'd like to comment on is the
13 utility company proposal to eliminate the
14 requirement that utility personnel attempt to
15 contact the resident at the home before shutting
16 off service to that resident's home.

17 And one of the reasons stated by the
18 companies for why this change should be made is
19 that in the future utility companies may be able to
20 remotely disconnect service. But the impact of
21 that technology should not be considered in the
22 rulemaking until that technology is actually
23 implemented or once it's known when that technology
24 would be available, if it's implemented at all.

25 For gas companies, such technology is

1 far away from being implemented here in Missouri.
 2 For starters, I don't know how the cost of such a
 3 system can be justified since new equipment for
 4 that purpose would need to be placed on every
 5 meter, but only a small minority of customers would
 6 ever need to be remotely disconnected in a given
 7 year. So I really don't see that technology
 8 hitting Missouri any time soon.

9 The focus here should be on safety.
 10 A door knock is also a safety knock because it
 11 increases the chances that the customer will become
 12 aware of the disconnection and be able to remedy it
 13 as soon as possible. Maybe their disconnect notice
 14 was lost in the mail. Maybe the customer is
 15 elderly with medical conditions that have
 16 unfortunately caused the customer to overlook their
 17 bill. We ask that you keep the safety knock in
 18 place.

19 JUDGE WOODRUFF: Again, clarifying
 20 question about the safety knocks. Is there any
 21 requirement that anybody answer the door before
 22 they disconnect?

23 MR. POSTON: I don't believe so.

24 JUDGE WOODRUFF: So they can just
 25 knock, and if nobody's home, they go out and

1 disconnect?

2 MR. POSTON: Right. I think it's
3 just an attempt to contact at the door.

4 And the last issue I'll address is
5 credit scoring. We urge the Commission to maintain
6 the provision in the rule that allows the customer
7 to avoid a deposit if they're able to show that
8 they own a home, are employed, have an adequate
9 source of income or can provide adequate credit
10 resources. We also ask that you not make the
11 changes proposed by the utility companies.

12 Currently credit scoring is allowed
13 on an experimental basis through tariffs of MGE and
14 Laclede Gas Company. I can't speak for the other
15 utility company tariffs. MGE's experimental credit
16 scoring has only been in place for two years
17 exactly as of last Saturday, and I believe these
18 were labeled experimental because the impact was
19 not known.

20 Allowing credit scoring as an
21 experiment suggests that at some point the
22 experiment would be analyzed to determine whether
23 the experimental designation can be lifted, though
24 we've seen no analysis of the experimental credit
25 scoring that has been in place for these companies.

1 Before you change these rules to
2 essentially open the door for more credit scoring,
3 we ask that you first require a study to be done of
4 current credit scoring practices to look at things
5 like the number of consumers impacted, whether
6 those impacts were positive or negative, and
7 whether credit scoring has created an unreasonable
8 burden on customers or applicants.

9 In MGE's case, MGE agreed to a number
10 of conditions aimed at protecting consumers, and a
11 number of these conditions were recommended by the
12 National Association of State Utility Consumer
13 Advocates through a resolution. And these
14 conditions include allowing applicants to avoid
15 paying a deposit if they designate a third-party
16 guarantor. They require disclosure to the customer
17 of the credit score results, and disclosure is
18 required by the Equal Credit Opportunity Act and
19 the Fair Credit Reporting Act.

20 These conditions also require MGE to
21 inform the customer that they can get their deposit
22 back if they're able to increase their credit score
23 or improve their credit score.

24 So rejecting the company's proposed
25 changes here will not prohibit companies from doing

1 credit scoring. It will just require them to get
2 permission from this Commission through a tariff
3 change, which is the practice the Commission is
4 using currently, and it should work in the future.

5 I'll conclude by asking that when you
6 deliberate on what changes to make, please stay
7 focused on protecting the public since that's the
8 primary purpose of these rules, and it's also a
9 primary purpose of this Commission as the courts
10 have held. Thank you.

11 JUDGE WOODRUFF: Mr. Chairman?

12 CHAIRMAN KENNEY: Mr. Poston, thank
13 you. Do you have any thoughts about if we were to
14 allow credit scoring -- let me back up.

15 Do you accept the notion that credit
16 scoring is a better and more subjective and less
17 objective measure of risk?

18 MR. POSTON: I would suggest that we
19 study this a little more in depth before I would be
20 able to answer that question. I think we've had
21 Laclede doing it for a number of years, MGE for two
22 years. I think we can try to analyze this issue
23 using their data and any other data we can get and
24 answer those questions at that time.

25 CHAIRMAN KENNEY: And then you

1 probably have the same answer to my next question
2 then. If we were to allow credit scoring, would it
3 be sufficient enough consumer protection to insure
4 that the risk being measured is specifically a risk
5 associated with non-utility payment and allowed or
6 required some measure of uniformity in that regard?
7 Would that be a sufficient enough consumer
8 protection?

9 MR. POSTON: I don't know if it would
10 be sufficient enough. It seemed like it would be a
11 more focused and more accurate measure. But again,
12 that's assuming -- I'm drawing a lot of assumptions
13 that I don't know about how they put data together
14 and how it's analyzed and that kind of thing.

15 CHAIRMAN KENNEY: Thank you.

16 JUDGE WOODRUFF: Commissioner Hall?

17 COMMISSIONER HALL: No questions.

18 JUDGE WOODRUFF: Thank you.

19 Mr. Coffman, did you want to go next?

20 MR. COFFMAN: Be happy to. Thanks.

21 May it please the Commission, Chairman Kenney,
22 Commissioner Hall, Judge Woodruff?

23 I am representing today two clients,
24 AARP and the Consumers Council of Missouri. My
25 clients are in agreement as to changes that they

1 would like to see and the ones that they support.
 2 You have our written comments, and I won't mention
 3 all of the things in there. I know this is a
 4 difficult endeavor because there's so many separate
 5 issues here, and so I would like to give some
 6 comments now in the order of priority that my
 7 clients care about these issues.

8 We wish that you would -- we don't
 9 want to win on three or four minor issues and lose
 10 on the ones that we really care about. So we
 11 provided our comments in chronological order, and I
 12 want to give some comments here in a minute in sort
 13 of order of what we think is of utmost importance
 14 to the safety of consumers.

15 I want to thank Gay Fred and the
 16 Staff for this many-year odyssey that we've been
 17 on. We've gotten to discuss these issues at
 18 length, and I'm fairly confident that we wouldn't
 19 be able to resolve all the issues. We resolved a
 20 lot of them. There would be even more if we hadn't
 21 gone through that multiyear process. But there are
 22 some just very difficult policy issues where the
 23 Commission's going to be forced to make a decision.

24 From our perspective, we believe that
 25 the proposed rule, unfortunately, in some key areas

1 tips the balance too far towards the utility and
2 against a consumer who might have a complaint with
3 the utility, and we would urge you to retain the
4 same balance that you currently have. Certainly
5 update the rules for technology, modernization,
6 this is a good goal, but as we're doing it, make
7 sure as we're transferring to a more electronic or
8 sophisticated world we don't inadvertently delete
9 rights or protections that are currently in place.

10 First I'll say that my clients
11 support generally all of the comments of the Office
12 of Public Counsel. The number one issue I want to
13 talk about is the door knock or safety check that
14 has been in place by technological necessity for
15 decades, if not maybe a hundred years, the idea
16 that you simply check on someone before you go and
17 disconnect a service that might be an essential
18 service.

19 We have several stories and have
20 heard plenty of anecdotes at least where someone
21 has been in a vulnerable or bad situation and the
22 situation's been corrected because an employee did
23 knock on the door. There are a variety of reasons
24 for this. Someone might be older. They might be
25 confused or unable to fully understand a written

1 bill. The immediacy of having someone come to the
2 door sometimes brings it -- brings the situation
3 into focus. Sometimes there are safety hazards in
4 the house.

5 And I think the one thing that I
6 would like you to take away from the letter from
7 Dr. Megan Sandel who studied these issues
8 extensively, that in her study they have found that
9 approximately 25 percent of low income homes have
10 electrically powered medical devices, and that's a
11 situation where it's often encountered when someone
12 comes to the door. I'm on a device that if you
13 shut off the electricity, they're going to be in a
14 medically dangerous situation. I think that
15 there's some people here who might be able to tell
16 some stories.

17 This is an important issue to us.
18 Certainly we should allow for electronic transfer,
19 electronic payment, electronic notice if the
20 customer wants it, but we need to make sure that
21 we're not completely removing the last vestige of
22 human contact that the utility has some
23 responsibility to attempt to make before an
24 essential service is disconnected.

25 We had -- this issue has come up in

1 Illinois because the rule is not as explicit as
 2 yours. We urge you to keep the rule as it is.
 3 We're opposed to the various changes that the
 4 utilities have proposed to allow phone calls or
 5 other alternative methods. The problem in Illinois
 6 is that their rule merely states the utility should
 7 announce itself. So we have a situation there
 8 where Ameren Illinois still does a very good job,
 9 and I want to commend them for going and making
 10 sure that they attempt to contact the person,
 11 whoever might be in the house.

12 But Commonwealth Edison we have a lot
 13 of dispute with. They have interpreted the rule
 14 simply to shout from the yard, ComEd here,
 15 disconnect your bill without making that attempt to
 16 make a personal notice.

17 Second issue in, I guess, order of
 18 priority from my client's perspective would be the
 19 credit checking criteria for making a deposit.
 20 When these rules were last adopted, there was a
 21 compromise made regarding credit scoring, and that
 22 is credit scoring is allowed as a means to
 23 establish credit, but there's also these basic what
 24 we call prima facie methods, either owning a home
 25 or having a regular source of income, the four

1 methods that we've been discussing.

2 It's my opinion that those methods
3 are more logical and more objective than deferring
4 the decision to a third unregulated party to make
5 the decision about credit scoring. Certainly
6 credit scoring has become more sophisticated.
7 There's algorithms and all kinds of data analysis
8 that is now possible, but we -- and we think that
9 the utility should have that tool available to
10 them, but we would urge the Commission to retain
11 for all consumers the current additional means as
12 sort of a safety net.

13 We would oppose exclusively going to
14 credit scoring to entities the Commission does not
15 regulate. There might be some very good ones out
16 there, but without some, you know, further
17 refinement or criteria about how those companies
18 should do their checking, we think that there
19 should still be these four other means of
20 establishing credit.

21 CHAIRMAN KENNEY: Mr. Coffman, so you
22 would be okay with that being an option available?

23 MR. COFFMAN: As long as these other
24 methods were also a method to establish credit,
25 then that relieves our concern. Now, as the rule

1 has been proposed, as it was proposed through the
 2 Secretary of State, Missouri Register, the four
 3 prima facie methods are now only available to those
 4 who have no credit history. And there are some
 5 folks in that situation, say widows or individuals
 6 just have never personally had that opportunity to
 7 establish a credit history although they may own
 8 their home. And so that's helpful to them, but we
 9 think that those four prima facie methods of
 10 establishing credit should still be available to
 11 all consumers as sort of a backstop safety net for
 12 establishing credit.

13 We do know that even despite the
 14 greater sophistication of credit scoring, we know
 15 that credit reports still are full of errors, and
 16 we just think it's against public policy to be
 17 completely deferring that rule to an unregulated
 18 entity.

19 Estimated bills, it's a -- we
 20 probably discussed this more than any other issue
 21 in your collaboratives. It just gets awfully
 22 complicated. You know, the proposal that utilities
 23 not disconnect until they actually go out and read
 24 it was a consumer party proposal to kind of cut
 25 through. The rule, the proposed rule gets so

1 complicated that we thought, well, that's fine if
 2 you want to have all these alternative ways of
 3 doing it provided that we know that ultimately
 4 you're not going to disconnect until you go out and
 5 check it. You're going to be going out to
 6 disconnect anyway. So it seemed like a way to
 7 resolve it, although, as I understand it, the
 8 utilities are very opposed to that.

9 I think this issue should be put in
 10 perspective. Since the last time the rules were
 11 amended, I think the incidence of problems that
 12 lead to estimated bills have been largely --
 13 they've largely gone away, maybe as much as
 14 90 percent of the problems we used to have with the
 15 meters being inside the home and having to schedule
 16 it. AMR meters have taken care of that problem.
 17 So I don't know that it's as big a problem as it
 18 used to be.

19 I think this would be maybe the most
 20 important issue that I would ask you to consider,
 21 and that is what happens in the instance of a
 22 mechanical failure. I think you can see through
 23 the proposed rule and through what the utilities
 24 would prefer is that when a meter fails and there's
 25 a mechanical problem with it, that that risk is

1 borne by the consumer.

2 From consumers' perspective, they
3 think that that is not their concern. If the meter
4 breaks, they feel that the utility should be the
5 one who bears the risk of fixing it. I think that
6 placing the risk of mechanical failure on the
7 utility is logical. They're the ones who are
8 installing it. They may not be the vendor who
9 manufactured the meter, but the utility -- the
10 customer certainly has no control over it.

11 And so that's -- that's been part of
12 the dispute in that neither the utility side nor
13 the consumer side feels it's their fault if the
14 meter itself fails. I would assert that if there's
15 a mechanical problem or failed meter, that it's --
16 it should be borne by the utility.

17 CHAIRMAN KENNEY: So, Mr. Coffman, by
18 moving -- or by extending the amount of time that
19 the utility can estimate the bill to three months,
20 is it your thought that that removes their
21 incentive to fix the meter quickly?

22 MR. COFFMAN: I think it reduces
23 their incentive, yes.

24 I'll say something agreeable with the
25 utilities. As far as the medical certification, we

1 would have no opposition to taking that out of the
 2 rule or tabling that for further discussion. I
 3 think the way it's currently drafted may be
 4 something after just extended discussions become so
 5 complicated or administratively burdensome, we're
 6 not sure we completely understand it or it would be
 7 that easy to administer. I think we would probably
 8 prefer the current way things are operating than to
 9 take on the medical certification rule as it's
 10 currently drafted.

11 As far as electronic bills and
 12 electronic payments, I don't know if we're too far
 13 apart on that. Certainly I think it's a good idea
 14 to include electronic transfer as a way that bills
 15 can be sent and a way that bills can be paid if the
 16 utility -- or if the customer agrees to it.

17 I'm not sure -- I wouldn't disagree
 18 that if a utility is not receiving a good check,
 19 that they should continue -- consumers should
 20 continue to insist on that. Our main concern is
 21 that in the future we don't want to see a world
 22 where electronic payment is insisted upon.

23 In other words, we don't -- we hope
 24 that current paper methods of payment and other
 25 current methods are preserved and that consumers

1 aren't forced to either accept a bill by electronic
2 means or payment by electronic means. That would
3 be --

4 CHAIRMAN KENNEY: But you're not in
5 favor of requiring the utility to continue
6 accepting checks from people who have bounced
7 several checks?

8 MR. COFFMAN: No. No. I'm not sure
9 how we draft that, but our hope is that you -- I'm
10 not sure that I would want the rule to then mandate
11 that payment then come through electronic means.
12 I'd have to look at that. That may be something
13 that could possibly be negotiated. I'm not sure
14 we're completely at odds on that issue. We would
15 like customer agreement or customer choice to be a
16 part of the rule.

17 We think that there's a problem with
18 the proposal in the definition of adding the
19 inquiry. I'm not sure if that has been clearly set
20 out. We just -- we think that as it's written it
21 may obscure the record of concerns that customers
22 actually have. Often a consumer has a payment on
23 his or her bill that they don't agree with and they
24 think that there's a problem with it and they might
25 call the hotline, the consumer services number and

1 say, I'm just calling to ask what this charge is,
2 you know, just be polite and not start right off
3 with saying, take this off my bill.

4 And it is a problem if you're trying
5 to create some dichotomy between an inquiry and a
6 complaint, because they often begin as an inquiry,
7 and maybe they'll just be logged in as an inquiry
8 and not as a dispute but it might evolve into one.
9 I'm not sure how to do that.

10 Often we request records from the
11 utilities about complaints in certain categories,
12 and if we get back a response to our data request
13 that there's -- well, we haven't had any complaints
14 about this particular charge, but they might have
15 had 100 people call them asking them what the heck
16 is this charge doing on my bill. So I'm just not
17 sure if this distinction between inquiry and
18 complaint is helpful to the Commission.

19 The disconnection time I think is an
20 important issue. You know, extending hours to when
21 someone is available there to maybe instantly
22 remedy a disconnection might be positive, but our
23 objection to extending the hours to 7 a.m. to
24 7 p.m. are not just that the utility might not be
25 available. The current rule says that that's only

1 allowable if there's someone at the utility who
2 would then be able to within an hour reconnect
3 service.

4 But often with low income customers,
5 the need is to be able to find a social service
6 agency, a community action agency or charity that
7 can help you get your service reestablished and get
8 them on a payment plan. If there isn't a social
9 service agency that's open after five o'clock, that
10 might frustrate the ability of getting connection
11 the next day and the family might be without power
12 overnight.

13 And I think some of the folks who
14 deal with these issues on the front lines might be
15 able to tell you some stories about the workability
16 of that problem.

17 This next comment comes up in a
18 couple different contexts in here, and this is
19 the -- this is kind of a question of process for
20 the Commission, whether it is better to have a
21 requirement in a rule or in a tariff. Our
22 preference is that, when you can, that basic
23 rights -- and this is all about the most basic
24 rights that a consumer has against a utility or
25 vis-a-vis a utility, that they be in a rule.

17 I understand the need to be somewhat
18 flexible between utilities, but we would prefer
19 that if there are differences in what you demand or
20 expect from utilities, that those be adopted
21 through the process of a waiver, have a case -- a
22 docket established and there's actually a case that
23 sets that out as opposed to even a tariff. Tariffs
24 are a little bit arcane for most people to
25 understand and find.

1 We believe strongly that denial of
2 service should be documented in writing. We are
3 opposed to allowing mere verbal denials because
4 there is sometimes a question about whether the
5 notice was accurate. I know that the rule says,
6 well, the utility would have to record it and
7 retain it. That's just not as easy to see as a
8 letter.

9 And often even if the consumer is
10 told, well, if you disagree with the fact that
11 we're denying you service, you can establish a
12 complaint at the Commission and so forth and call
13 them at their hotline, it isn't as -- it isn't as
14 good a protective notice than having that in
15 writing. Here's the phone number you can call.

16 And our concern is that the denial --
17 in a denial of service situation, that the
18 consumers have the same rights and same notices and
19 so forth as with disconnection of service, and we
20 think that that's the law in Missouri, that, for
21 instance, you can't be disconnected for service
22 that you didn't benefit from, the benefit of
23 service rule.

24 And there is some concern that
25 customers are -- or applicants or potential

1 customers are denied service based on someone
2 else's bill, and we want to make sure that they
3 have the same access to the complaint system and
4 that they have the same notice. That's why we
5 favor generally having written rules as opposed
6 to -- written denials as opposed to verbal denials.
7 We want to make sure they know their rights.

8 I think that's the primary category
9 of issues that we would like you to consider. I
10 won't go into too much more detail, although I
11 think that there are some people here who might
12 understand these issues from the front line
13 perspective better who I urge you to listen to.
14 Any questions?

15 JUDGE WOODRUFF: Mr. Chairman?

16 CHAIRMAN KENNEY: Mr. Coffman,
17 thanks.

18 MR. COFFMAN: Thank you.

19 CHAIRMAN KENNEY: Could you expand a
20 little bit on -- or just explain a little bit more
21 from the consumer perspective with respect to the
22 change in the definition of consumer to applicant
23 and what the specific concern is there?

24 MR. COFFMAN: I think that issue also
25 goes to the same concern we have about denial of

1 service versus disconnection of service. We want
2 to -- we want to make sure that an applicant is not
3 denied rights under the rule that a consumer has.

4 We think that denial of service --
5 you should have the same rights when you're denied
6 service as when you're -- the utility's trying to
7 disconnect your service. And our concern is that
8 if the use of applicant refers to someone who is
9 denied service, that some of the other provisions
10 in the rule that now apply to consumer would be
11 argued as inapplicable to that person whose service
12 was denied.

13 CHAIRMAN KENNEY: So it's not so much
14 a concern with change in the definition, it's
15 concern that by changing the definition you're
16 somehow removing protections that an applicant
17 would have?

18 MR. COFFMAN: And it may be
19 inadvertent, yeah.

20 CHAIRMAN KENNEY: Okay. Thank you.
21 I don't have any other questions.

22 JUDGE WOODRUFF: Commissioner Kenney?

23 COMMISSIONER W. KENNEY: No, sir.

24 JUDGE WOODRUFF: Commissioner Hall?

25 COMMISSIONER HALL: No.

1 JUDGE WOODRUFF: Thank you,
2 Mr. Coffman.

3 MR. COFFMAN: Thank you.

4 JUDGE WOODRUFF: Is there anyone else
5 here who wishes to testify on the consumer side of
6 things? Good afternoon.

7 MS. HUTCHINSON: Good afternoon. I
8 am Jackie Hutchinson, and I am vice president of
9 operations for People's Community Action Agency in
10 St. Louis. People's Community Action Agency serves
11 the city of St. Louis and the city of Wellston.

12 So my career spans about 30 years in
13 doing this work, and I have participated in every
14 Cold Weather Rule proceeding that there's been,
15 including the initial one. I have been working
16 with the workgroup for the past three years. I
17 wasn't invited to the party early, so I haven't
18 been doing this for seven years. But I want to
19 thank the Public Service Commission for having the
20 workgroup and for us being able to come to
21 consensus on some of the issues.

22 I don't want to go back through all
23 of the testimony that I've submitted, and I want to
24 concur with what's been said before me by the
25 Office of the Public Counsel and by John Coffman.

1 So I want to talk about the things that I think are
2 most important and just respond to a couple of the
3 comments that have been made by the utilities.

4 I think the most important issue to
5 me is to make sure that consumers do not lose any
6 of their protections that exist now and that the
7 health and safety of consumers is not eroded as we
8 move forward with this rule.

9 And so, for instance, the knock on
10 the door, which we see as a basic health and safety
11 check where you're making sure that there's not an
12 elderly person or a disabled person, and we see
13 this as an issue that is going to increase as our
14 population ages. So people are living longer.

15 The age 85 and older group is the
16 largest growing population in the state of
17 Missouri, and many of those elderly are very
18 isolated. Many of them we don't know of as a
19 social service agency. We don't know that they are
20 out there and isolated and in threat of
21 disconnection. And indeed those cases are brought
22 to us, our attention by the utility company, by
23 other consumers.

24 I fully agree with Mr. Zucker that,
25 you know, utility workers are a poor substitute for

1 social workers, but they do aid us in being able to
2 respond to those kind of cases. And, you know, I
3 gave an example in my case. There have been many
4 other examples and -- where utility company workers
5 notified us that there was an at-risk person in a
6 household. So we don't want to see that protection
7 eroded.

8 In the case of credit checks, so part
9 of the work that we do as a community action agency
10 is that we work with individuals who have bad
11 credit or have had their credit scores eroded and
12 we work with them to try to build their credit back
13 up.

14 But one of the things we've seen is
15 that the credit rate can drop very drastically for
16 a person that is experiencing something like
17 unemployment or a divorce or a medical issue where
18 their income has reduced, and they're making
19 choices. People are making choices. We're going
20 to pay our housing costs, but we can't afford to
21 pay the credit card bills.

22 So the credit score is often -- if
23 it's low, it's often not a reflection of the
24 priorities that families have to make when their
25 income has reduced. It's a reflection of the

1 bigger picture.

2 The fact that utility companies do
3 not report to the credit bureaus means that, you
4 know, even if they're doing some kind of indexing,
5 it's not taking into consideration their past
6 history of credit, of paying their utilities on
7 time. So we can have a person that paid their
8 utilities on time for many years. They, you know,
9 had to move from one state to the other because
10 they lost their job, say, for instance, and they
11 get to Missouri and their credit score is low, but
12 it has nothing to do with whether or not they paid
13 their utility bills at all.

14 And it could result in a hardship for
15 that family because they would be assessed a high
16 deposit based on the credit score which does not
17 reflect how they normally pay their utilities and
18 other housing costs.

19 JUDGE WOODRUFF: Ms. Hutchinson, how
20 large are these deposits generally?

21 MS. HUTCHINSON: I'm not really sure
22 how high they are, but I would say average 3 to
23 \$500. We've had instances where deposits were
24 higher than that, but I think that the average --
25 because when a person moves into a property, it's

1 often based on what that -- the usage at that
2 property and not their actual usage. So it's going
3 to vary widely based on what the -- what the
4 property is.

5 Now, in the city where there's a lot
6 of big old houses and, you know, people have the
7 worst kinds of housing stock, the deposits are
8 often higher. And so if a person is downsizing, we
9 see a lot of families that are, you know,
10 downsizing in terms of mortgage because they've
11 lost a job or whatever, but really what they're
12 getting is a house that is a poor housing quality
13 and often has higher utility bills. So they
14 have -- you know, they have larger deposits than
15 they would have had in the -- in a better property.

16 JUDGE WOODRUFF: Do you frequently
17 see clients come in who could pay the monthly bill
18 but can't come up with the money for the deposit?

19 MS. HUTCHINSON: Absolutely.
20 Absolutely. And it's very prevalent not only with
21 low income but with the working poor, people who
22 have lost a job or even one person in the household
23 lost a job, so now they're trying to live on one
24 income.

25 The other population is those

1 recently disabled, and so we may have clients who
 2 have -- and I can think of one in particular who
 3 was employed, had a very decent job, very middle
 4 class family, became disabled, and it took quite a
 5 while for those disability benefits to begin, and
 6 it took probably almost a year for that family to
 7 begin getting those disability benefits. In that
 8 year's time, they lost their house and had to move
 9 to another -- a rental property and then get
 10 assessed a huge deposit when they move into that
 11 property.

12 So there are all kinds of reasons
 13 where if we're going to look -- use credit scoring,
 14 that we need to be able to look at other factors if
 15 the credit is below the -- whatever the score is.
 16 Are there factors? Has that person paid their
 17 housing costs? Has that person paid their
 18 utilities in the past? Did they pay them when they
 19 were employed? You could pretty much get that
 20 information from your own records.

21 You know, we can't just rely on the
 22 credit scores because they don't tell us the
 23 picture of what is actually happening in that
 24 family.

25 Let's see. The water service being

1 cut off, and that's -- you know, that's an issue
 2 that we see may escalate in the future with water
 3 service being cut off because families cannot pay
 4 their sewer bill. What I know is that families
 5 have to prioritize when they have very low income,
 6 and that often they will pay the water because they
 7 recognize that that is a true health and safety
 8 issue not to have the water.

9 And the sewer company has other
 10 remedies. The sewer company can file a lien on the
 11 house. When the house is sold, they get their
 12 money. Maybe that's not as timely as they would
 13 like it, but they do have other remedies.

14 And so to -- you know, as we move
 15 forward with sewer costs increasing and water costs
 16 increasing, I would hate to see it, you know, such
 17 that those things can be tied together and the
 18 health and safety of a family be put at risk even
 19 if they are doing the best they can by paying the
 20 water bill, because normally you have to pay all of
 21 the water bill. So they pay the water bill because
 22 they know that that's a health and safety risk.

23 I would hate to see that continue. I
 24 know it's already happening in some places, but
 25 the -- the widespread use of that as a method of

1 collecting for the sewer bill is unacceptable for
2 most families that I serve.

3 Let's see. I think the -- I
4 disagree -- I agree with all of the other things
5 that have been said by the consumer advocates, and
6 I just want to make sure that we take into
7 consideration as we move forward that consumer
8 protections and consumer health and safety is a
9 responsibility of all of us as a community.
10 Businesses have civic responsibility as well as
11 individuals to try to make those protections
12 available, and I think that we don't want to see
13 any of the protections that exist right now eroded
14 as we move forward.

15 JUDGE WOODRUFF: Thank you.
16 Mr. Chairman?

17 CHAIRMAN KENNEY: Ms. Hutchinson,
18 thank you for your effort and thanks for your
19 testimony. I have one question that's unrelated to
20 the things you just talked about but something that
21 was brought up earlier. Do you have a thought
22 about locating pay stations inside payday loan
23 places?

24 MS. HUTCHINSON: Absolutely I do.
25 Sorry I didn't say that. So part of the work that

1 we do as a community action agency is try to
2 educate people not to use payday loans, and we
3 think that locating pay stations in payday loan
4 stores where they charge upward of 700 percent
5 interest is unacceptable, and particularly in urban
6 areas where there are many other options. There
7 are grocery stores who act as pay stations all over
8 the place, and it is an unnecessary thing in an
9 urban area.

10 As far as rural areas are concerned,
11 I think more effort should be made to look for
12 unlikely partners that would be able to take those.
13 If there's not a grocery store, maybe convenience
14 store, smaller convenience stores may be
15 approached. Maybe a financial institution like a
16 bank could do it.

17 I think there are other options that
18 could be explored, and I think that payday -- we'd
19 like to run the payday loan stores out of Missouri,
20 and we have efforts on the way to try to do so. So
21 I think it would behoove the utility companies to
22 start looking for some other place.

23 CHAIRMAN KENNEY: Thank you. Is the
24 concern that when people go to pay a bill, that
25 they are also taking out a loan to pay that bill?

1 What's the concern exactly with locating --

2 MS. HUTCHINSON: Yes, exactly that.

3 When they come in to pay the bill, they are
4 encouraged to take out payday loans to pay the
5 bills. I can give you many examples of people who
6 didn't have the money to pay the bill and the
7 payday loan stores encouraged them to take out the
8 loan to pay the bill and -- and that got them in a
9 cycle of paying it off and then having to take out
10 a new loan because they still didn't have enough
11 money. And it's a vicious cycle that people get
12 themselves into. They don't expect that that's
13 what is going to happen.

14 And it's not just low income people,
15 and actually, it's a misnomer that low-income folks
16 are the ones using the payday lenders because they
17 often don't have checking accounts and it requires
18 a checking account. It's the working, the middle
19 class and the working poor that don't have enough
20 money to have an emergency savings, and so they --
21 they make those loans if an emergency exists and
22 get in that cycle.

23 CHAIRMAN KENNEY: What about the
24 argument that without locating pay centers in
25 payday loan places in some communities, there

1 wouldn't -- they would have to drive a long
2 distance to be able to pay their bill?

3 MS. HUTCHINSON: So I don't know
4 where that is that that would happen. I mean, I
5 don't -- I can't address that because I can't
6 imagine where in the state there's not a Wal-Mart,
7 you know. In a lot of places Wal-Mart takes
8 utility bills, or a bank or something, some other
9 place that would be available to do that. I think
10 that the effort has to be made to figure that out,
11 but I think it's doable.

12 CHAIRMAN KENNEY: Thank you.

13 JUDGE WOODRUFF: Any other questions?

14 COMMISSIONER HALL: Yeah, I have one.

15 JUDGE WOODRUFF: Ms. Hutchinson,
16 Commissioner Hall has a question.

17 MS. HUTCHINSON: Sorry.

18 COMMISSIONER HALL: That's quite all
19 right. Do you have a position on the mandatory
20 preferred billing date issue? Do you have clients
21 who would be much more able to pay bills on time if
22 they could pick the date that those bills were due?

23 MS. HUTCHINSON: Yes. The elderly in
24 particular get their check once a month at a
25 certain time of the month, and it would be a lot

1 easier if they could have a billing cycle that was
2 consistent with when they get their check. Also
3 for disabled families, it's much more consistent
4 for them to be able to pay around the time that
5 they get their checks. So yes, I think that it
6 would be better for them.

7 COMMISSIONER HALL: Thank you.

8 MS. HUTCHINSON: And I think some
9 utilities are already making that available, those
10 pay dates available.

11 JUDGE WOODRUFF: Does budget billing
12 help in that regard as well?

13 MS. HUTCHINSON: Budget billing helps
14 if the client has enough income to pay the budget
15 payment every month. And so in many instances
16 we -- we try to get families to use budget billing
17 all of the time because we think it's the best
18 option, but if the income -- if the energy burden
19 is way higher than the income, then budget billing
20 is not going to work. The affordability programs
21 would help in that -- in that manner.

22 JUDGE WOODRUFF: Okay. Thank you.
23 Good afternoon.

24 MS. LINGUM: Good afternoon. My name
25 is Jackie Lingum. I am an attorney at Legal

1 Services of Eastern Missouri. Legal Services is a
2 civil nonprofit legal services provider to 27 -- 21
3 counties, excuse me, in eastern and northeastern
4 Missouri.

5 I'm here to add to what you have
6 heard from the consumer advocates but also what
7 Ms. Hutchinson just shared with you. We represent
8 low income individuals and also a lot of working
9 poor, and increasingly we see individuals who have
10 been previously known as members of the middle
11 class prior to the recent economic issues.

12 So I want to just offer a few
13 highlights. We also obviously signed on to the
14 comments with Consumers Council, AARP, and also
15 agree with the comments made by the Office of
16 Public Counsel. But I wanted to highlight a few of
17 the questions that you guys had already asked
18 today, but some -- add some stories or some
19 experience from our own clients and from my
20 representation of our clients.

21 So I wanted to start with the door
22 knock. I understand that the utilities have a
23 concern for the safety of their employees. I also
24 have a concern for the safety of the consumers.
25 And I think the way that you can make that

1 compromise is they have the discretion, if they
2 feel that their safety is at risk, they have the
3 discretion to not do the knock.

4 But in a lot of low income
5 neighborhoods, especially in multifamily complexes
6 or buildings, we find that mail is frequently
7 stolen or is frequently not delivered appropriately
8 or adequately. So those -- that knock on that door
9 might be the only notice that an individual
10 receives that they're being disconnected.

11 And so you might ask, well, if they
12 haven't been paying their bill, wouldn't they know
13 that they were going to be disconnected? A lot of
14 individuals have representative payees for their
15 Social Security who might be outside of their home
16 and perhaps the Social Security got messed up,
17 there's a problem with the receipt of the check.
18 So those things kind of add to each other, and at
19 some point they will be disconnected but they may
20 not be aware that that is coming.

21 Laclede Gas gave an example also of
22 that is an opportunity for payment. A lot of
23 clients if they know that the disconnection might
24 be coming or they've been trying to get the money
25 together, they might have the money available to

1 them. They just haven't been for disability or for
2 whatever reason able to get in to make the payment.
3 If there's a knock on the door to do the contact,
4 that might be a way for them to give the payment at
5 the last minute to prevent disconnection.
6 Obviously we wouldn't want that to be a routine
7 practice, but I think that's an opportunity also
8 for the utility companies to get some money at that
9 point.

10 JUDGE WOODRUFF: As I recall from
11 reading the comments from I don't remember which
12 utility company, some of them do not accept money
13 at the door; is that correct?

14 MS. LINGUM: I could understand how
15 that would be a problem for security. They might
16 not want their employees walking around with that
17 money. But I think if you are in a situation where
18 there's an individual who is disabled or has other
19 limitations that might not make them able to leave
20 their home to make the payment, I think it would be
21 in the utility's best interests to accept the money
22 from that person at that door knock because that is
23 the way to ensure that they're going to receive the
24 money.

25 JUDGE WOODRUFF: Or at least not

1 disconnect and tell them to make other arrangements
2 to deliver the money?

3 MS. LINGUM: Exactly. I wanted to
4 touch a little bit on the credit score as well.
5 Ms. Hutchinson touched a lot on some of the
6 comments I wanted to make, but I think it's
7 important to note that the utility companies would
8 like to use credit scores to determine whether or
9 not someone should be able to get service without
10 paying a deposit. Unfortunately, those utility
11 companies are also not reporting to the credit
12 agencies.

13 So I don't think it's an accurate
14 assessment of the risk of whether or not an
15 individual's going to be paying their utility bills
16 because utility payments are not the same -- as
17 Chairman Kenney has pointed out in his questions,
18 utility bills are not the same as a department
19 store card. They're not the same as a cell phone
20 bill. Utility bills often take priority in
21 households when they have limited income.

22 Additionally, relying on credit
23 scoring can be inconsistent and inaccurate because
24 a lot of utility -- or excuse me, a lot of credit
25 reporting agencies base credit scores on different

1 circumstances and different types of information.
 2 I know that when I personally applied to get a
 3 mortgage last year, they pulled all three of my
 4 credit scores from each of the credit reporting
 5 agencies, and those three credit scores varied by
 6 50 points just for me personally. So I think that
 7 could become problematic depending on what score
 8 and what company that they're using.

9 With regard to the deposits, I kind
 10 of want to put this in perspective because \$300 to
 11 \$500 is a lot of money for one of my clients,
 12 especially if it's a client who is a low income
 13 individual who's living in subsidized housing or if
 14 they're receiving only disability income.

15 So if they're receiving a disability
 16 check of \$700 a month and they have to pay a 3- to
 17 \$500 deposit to receive utilities, to get their
 18 utilities connected so that they can live, that's
 19 half of their monthly income that they have to pay
 20 to get their services just turned on.

21 So at that point they're going to
 22 then have to decide which bills they're going to
 23 pay that month and which bills they're not going to
 24 be able to pay from the very limited income that
 25 they have.

1 With regard to denial of service, I
 2 think that it's so important that the denial of
 3 service be in writing for individuals to know that
 4 if they're applying for utility assistance, instead
 5 of just getting -- you know, over the phone being
 6 told we can't give you assistance, you don't
 7 qualify, you don't apply or you'll have to pay this
 8 deposit, it needs to be in writing, especially if
 9 we are using credit scores to determine whether or
 10 not an individual has to pay a deposit or whether
 11 or not they can get those services because of the
 12 Fair Credit Reporting Act.

13 The Fair Credit Reporting Act
 14 requires that if you're using credit scores or
 15 credit reporting to deny someone assistance, you
 16 have to respond to them, and you have to respond to
 17 them with the information about what you relied
 18 upon to make that determination. So I think that
 19 would go hand in hand with the credit reporting.

20 And then billing dates, that was
 21 another question. Being able to set a billing date
 22 that works for the customer is in everyone's best
 23 interests because of the timing of disability
 24 checks but also of the timing of subsidized housing
 25 utility allowances. Individuals who live in

1 subsidized housing may receive -- especially if
2 they're lower income individuals, may receive a
3 monthly check from the housing authority for their
4 monthly utility bill, but the housing authorities
5 often only cut those checks once a month in the
6 beginning of the month or in the middle of the
7 month depending on what routine that they have.

8 It's just -- it's in the best
9 interests of the utility companies to ensure that
10 the clients can make the payments and not get
11 behind because it's a slippery slope once they do
12 get late and have those late fees tacking on to
13 them.

14 I've also seen -- I do a lot of
15 housing work and representing tenants. I've seen
16 landlords use it because they understand that it
17 increases the likelihood of them actually receiving
18 payment. Instead of clients -- a lot of times
19 clients won't be able to pay all of their rent on a
20 certain date based on when they get their
21 disability check, or they might have to wait and
22 pay on the 5th of the month and they might have to
23 pay a late fee as well.

24 A lot of landlords will work with
25 tenants so that they can pay on the 5th of the

1 month without having to pay a late fee even though
2 technically it's late because the landlords
3 understand that it's in their best interests to
4 work with them so that they can get paid.

5 And finally I wanted to touch on
6 payday loan arrangements. I'm concerned that this
7 practice will only lead to these customers digging
8 a bigger hole for themselves. It's a slippery
9 slope. And I think also for the utility companies
10 it will reduce the chance of continuing payments.
11 So they might receive a payment once or they might
12 receive payment for a while, but I have heard
13 nothing or I have seen nothing that shows me that
14 there is proof that those are the customers
15 actually making the payments and those are not
16 payday loans that they've taken out to make those
17 payments.

18 So we've heard that customers have
19 been taking cash to these pay stations to make
20 these payments, but I don't know that that's them
21 making the payment or if they've taken out a loan
22 to make that payment. I think it would be
23 important to look at that, perhaps do some research
24 or find some method to track whether or not it was
25 actually coming from the customer or if it was a

1 payday loan that they used to actually pay that
2 utility bill.

3 The interest rates on these payday
4 loans are insane. They can go up to 500 percent,
5 and like I said, it's a slippery slope. A lot of
6 times our clients will take out payday loans to pay
7 off payday loans and it becomes a cycle. They're
8 required to write a postdated check, and the payday
9 lender continues to deposit that check every single
10 month to see if they have that money, but they
11 continue to add on and tack on the fees. So what
12 originally could have been a \$100 debt turns into
13 \$5,000, and that's not uncommon.

14 So I'm concerned that that will lead
15 to that slippery slope of trying to get that
16 utility paid because they're at the payday lending
17 station and the person is trying to encourage them
18 to take out a payday loan.

19 And finally, I -- I can't see that
20 there are not any alternatives in rural communities
21 to pay utility bills. I think it's in the
22 Commission's interests and in the state's interests
23 to work with consumers so that they can pay their
24 bills in a method that's not -- that's not onerous,
25 I understand that, but also that protects them from

1 predators. And predatory lending, payday loans,
2 title loan places, they do engage in predatory
3 lending.

4 And so I think there are
5 opportunities, there are banks, there are post
6 offices. I understand maybe post offices won't
7 work, but there are other alternatives, and I
8 cannot believe that it is -- it has been found to
9 be otherwise. I have -- we have clients in rural
10 areas. We represent 21 counties in northeastern
11 and eastern Missouri. I have never had a client
12 who said they have driven 55 miles to pay a utility
13 bill. Often our clients don't even have the money
14 to pay the gas to get down the street let alone 55
15 miles.

16 So for me, it's just hard for me to
17 see that there's not another alternative for these
18 payments in rural areas or anywhere to say the
19 least.

20 That's all I have to for today. Do
21 you have any questions?

22 CHAIRMAN KENNEY: No questions.

23 Thank you.

24 COMMISSIONER W. KENNEY: No, thank
25 you.

1 COMMISSIONER HALL: No questions.

2 Thank you.

3 JUDGE WOODRUFF: Thank you. Was
4 there anyone else wishing to testify or comment on
5 behalf of the consumer agencies? Then we'll move
6 to Staff.

7 MS. JONES: Good afternoon. If it
8 may please the Commission? My name is Akayla, and
9 I'm representing the Staff of the Missouri Public
10 Service Commission. Akayla Jones. I'm sorry. In
11 addition, we have Staff members Gay Fred, Lisa
12 Kremer, Jim Merciel, Kay Niemeier and Tom Imhoff
13 available to answer any questions that you may
14 have.

15 I'd like to briefly just give a
16 summary of Staff's opinion regarding the rule
17 changes, then open the floor for any of the Staff
18 members to give more specific comments or answer
19 any additional questions you may have.

20 The process for the parties to reach
21 this point has spanned over a period of eight
22 years. Various parties formed what became known as
23 a working group which consisted of representatives
24 of all gas and electric, the state's largest
25 regulated water and sewer utilities, the Office of

1 Public Counsel, as well as consumer advocacy
2 groups, including AARP, Community Action Agency
3 Association, Consumer Council America and Legal
4 Services of Eastern Missouri.

5 Dating back to January of 2005 when
6 this endeavor first began, at least 400 hours have
7 been spent by the working group meeting to discuss
8 the revisions, additions and deletions of
9 Chapter 13 as a whole, and that's not including the
10 countless e-mails, individual considerations of
11 proposals, drafting of new proposals, et cetera, to
12 lead up to this point.

13 Staff supports the rule revisions as
14 published as a reasonable compromise between
15 varying interests in this matter. Staff has
16 reviewed and considered the written comments that
17 were submitted by OPC, Missouri utilities, KCP&L as
18 well as the joint comments between AARP, Consumer
19 Councils of Missouri and the Legal Services of
20 Eastern Missouri.

21 And after its review, Staff still
22 recommends that the position that's presented in
23 our comments, that being the Commission should
24 adopt the balance in the proposed revisions as
25 filed should be adopted.

1 Staff believes that the proposed rule
2 changes adequately address the concerns with
3 Chapter 13 held not only by but also -- not only by
4 the Staff but also of the utility industry and the
5 consumer groups.

6 The proposed changes as published
7 represent a reasonable balance of rights between
8 utilities and the customers, and the Staff
9 recommends that the Commission adopt the revisions
10 to Chapter 13 as published in the Missouri Register
11 on September 3rd.

12 For the Commission's information,
13 Staff member Jim Merciel has prepared a document to
14 explain the potential edits to Chapter 3 to remove
15 some of the duplication should the Commission adopt
16 the addition of sewer utilities under Chapter 13's
17 purview.

18 The Chapter 13 billing practices are
19 much more extensive than those provided in
20 Chapter 3, and Staff recommends that the Commission
21 adopt the proposed change to add sewer utilities
22 under Chapter 13. This adoption will place sewer
23 utilities under the same set of standards as those
24 of the other utility types regulated by the
25 Commission.

1 And staff offers at this time the
2 document that's been premarked as Staff Exhibit 1
3 for admission into the rulemaking record.

4 JUDGE WOODRUFF: Okay.

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

7 MS. JONES: And again, there's
8 numerous Staff members here were actually involved
9 in the rulemaking process extensively, and they're
10 available to answer any questions that you may have
11 and also specifically address the knock rule, the
12 physician certificate as well as the credit
13 scoring. So I'll open the floor to them.

14 JUDGE WOODRUFF: I do have one
15 question --

16 MS. JONES: Yes.

17 JUDGE WOODRUFF: -- about Staff 1.
18 These are possible rules in the future? These have
19 not actually been proposed; is that correct?

20 MS. JONES: Correct. This is a
21 proposal from Staff of the possible edits that may
22 need to be for Chapter 3 based upon the rule
23 changes for 13.

24 JUDGE WOODRUFF: And Staff would
25 propose these in the usual course of the way the

1 Staff proposes rulemakings?

2 MS. JONES: Yes.

3 JUDGE WOODRUFF: Okay. Questions?

4 CHAIRMAN KENNEY: Who wants to talk
5 about credit scoring?

6 MS. FRED: Good afternoon.

7 CHAIRMAN KENNEY: Ms. Fred, good
8 afternoon. Thank you.

9 JUDGE WOODRUFF: You need to identify
10 yourself for the record.

11 MS. FRED: Gay Fred, consumer
12 services manager for the Missouri Public Service
13 Commission, here in Jefferson City, P.O. Box 360,
14 Jefferson City, Missouri.

15 CHAIRMAN KENNEY: Thank you.

16 MS. FRED: You're welcome.

17 CHAIRMAN KENNEY: Can you share with
18 me your thoughts about, I'll say the need to use
19 credit scoring, and secondarily whether the use of
20 credit scoring for determining deposits properly
21 reflects the distinction between the purchase of
22 utility services and the purchasing of other
23 consumer goods?

24 MS. FRED: Certainly. Credit
25 scoring, when the working group began looking at

1 this subject matter, we were not educated on this
 2 matter. Therefore, there was a lot of discussion.
 3 But realizing we were not that familiar with credit
 4 scoring, the attributes added into the credit
 5 scoring, methodology and formulas, we decided we
 6 needed to become better educated.

7 In doing that, we actually asked for
 8 a representative to come in and educate us on
 9 credit scoring. And you may be familiar with
 10 myFICO, which actually consists of an accumulation
 11 of scores of either -- well, with Experian, Equifax
 12 and TransUnion.

13 Our approach for even addressing this
 14 was the fact that currently under the rule the
 15 requirement for a deposit is somewhat subjective,
 16 and our concern was, is the subjective approach the
 17 most appropriate approach for assessing a deposit
 18 on the appropriate consumer?

19 And so we decided that there was a
 20 need to look into other alternatives and determine
 21 what would be the best approach, what would be the
 22 best approach for actually assessing a deposit on a
 23 customer who is more likely not to pay, therefore
 24 guaranteeing the continuation of their service by
 25 the use of that deposit that's on hand.

22 MS. FRED: There's multiple vendors
23 that have that methodology in place. However, you
24 have to specifically request that, you know. If
25 you're not requesting that specific methodology,

1 then of course they're going to take into account
2 the methodology that's used for getting a loan
3 perhaps for a home or a car or something of that
4 nature.

5 But even though we've gone through
6 the education and we went through the process in
7 developing language and we felt like, you know, it
8 was viable to consider this alternative because it
9 was more of a scientific analysis and not a
10 subjective analysis, there was a lot of discussion
11 among the working group.

12 And Staff, trying to come to a
13 compromise, felt that it was worthwhile to still
14 consider the use of credit scoring but at the same
15 time leave in the existing criteria, the prima
16 facie requirements for those who maybe could not
17 come up with a credit score.

18 A student, for example, who just gets
19 out of college, mom and dad was kind enough to pay
20 for your student loans and take care of their
21 education, but they have no credit established.
22 They would pop up with no credit score. So it
23 didn't seem fair to penalize them if they can meet
24 some of the other prima facie requirements. So we
25 left those in place as an alternative.

1 In addition, as you've already heard
2 testified here today by the utilities, some do not
3 have the ability to actually do credit scoring in
4 place, and it may take some time for them to obtain
5 that capability, so they may also fall on that same
6 what is currently in the rule of the criteria.

7 The other concerns I've heard from
8 the advocates is the use of this credit score and
9 then the need for large -- perhaps large deposit.
10 I'd like to point out, the deposits are always
11 assessable over an installment plan, that it's not
12 necessarily required all up front, that it can be
13 taken over a period of months. Generally speaking,
14 that's three months. Could be four. It's kind of
15 a negotiating factor between the consumer and
16 utility to go beyond four months, how much longer
17 can it go, but it is there and available.

18 One of the other points I might make
19 note of is, kind of along the same lines, when
20 we're talking about credit scoring and deposits, is
21 I've heard the comment that deposits could be as
22 high as 3 to \$500. That may be, but I can tell you
23 that on average, an average bill is approximately
24 \$80 a month. Two times that average would be a
25 \$160 deposit. Spread over four months, you're

1 looking at \$40 a month to pay that deposit.

2 We do not take deposits during
3 November 1st to March 31st during the Cold Weather
4 Rule, at which time deposits are prohibited.

5 Again, I think we're trying to find that balance,
6 what makes sense, what's fair to all consumers.

7 And so in looking at credit scoring, we're trying
8 to make the balance between those who are more at
9 risk versus those who are not at risk, and taking
10 into account uncollectibles could grow very quickly
11 if not somehow controlled and then all ratepayers
12 end up paying that through their rates.

13 CHAIRMAN KENNEY: This actually is a
14 good segue into my next question about the
15 proposal, I think it was OPC's proposal about
16 making it mandatory to allow consumers to set their
17 billing date. Is there any evidence that that
18 would decrease late pays and uncollectibles? Does
19 Staff have any opinion about that?

20 MS. FRED: Well, I know that some
21 companies actually do allow that, but at the same
22 time there are many that do not simply because of
23 the number of cycles they have to process bills in,
24 and that's based on their number of customers that
25 they actually serve.

1 I don't have any studies that would
 2 indicate that a preferred payment date would make
 3 their viability of paying their payments more on
 4 time just or not. I can say that as far as most
 5 utilities, if a customer's having difficulty in
 6 making a payment, if they contact that utility or
 7 even if they contact the Public Service Commission
 8 hotline, many times we're able to get those
 9 payments extended. We call that an extension for
 10 payments. So that is available today, and I would
 11 foresee that to continue.

12 CHAIRMAN KENNEY: Let me ask one
 13 additional question about deposits, because I
 14 thought I read somewhere that deposits are
 15 typically not just -- well, what's the discretion
 16 for the utility to charge the deposit? Can it be
 17 more than two times the average monthly bill?

18 MS. FRED: It's two times the highest
 19 or four times the average. And we have had reviews
 20 of various utilities' data to determine whether or
 21 not one was greater than the other. It does appear
 22 to be that four times the average is the lower of
 23 the two compared to two times the highest.

24 CHAIRMAN KENNEY: So it's two times
 25 the highest or four times the lowest?

1 MS. FRED: Four times the average.

2 CHAIRMAN KENNEY: The average. So if
3 the average is 80 bucks, then it would be 320?

4 MS. FRED: Right. But your bill
5 could be \$380 for one month. So two times that
6 would be significantly more.

7 CHAIRMAN KENNEY: Okay. Thank you.

8 MS. FRED: You're welcome.

9 JUDGE WOODRUFF: Commissioner Kenney?

10 COMMISSIONER W. KENNEY: Now, but
11 that is determined in the tariff, right, whether
12 it's going to be -- it's either two or four times
13 and the tariff would -- would we determine that?

14 MS. FRED: I think would be
15 determined by you in the rule, and I think there
16 was a point of clarification suggested that it be
17 one of the two of the lower ones. However, as you
18 also heard, some utilities may not have both
19 methodologies in place to make that determination.
20 So if you say two times the average or four
21 times -- two times the highest or four times the
22 average.

23 COMMISSIONER W. KENNEY: Whichever is
24 stated in their tariff?

25 MS. GAY: Right, whichever is stated

1 in their tariff.

2 COMMISSIONER W. KENNEY: Now, on the
3 credit score, is that going to be determined in the
4 tariff, whatever -- what that number is?

5 MS. FRED: Yes. The number itself
6 would be stated in the tariff, not in the rule.
7 And I'll make one more comment on that. When we
8 were going through this process and looking at
9 statewide, there is quite a definite difference in
10 the eastern side of the state, the western side of
11 the state and the rural area of the state, or if
12 you want to look at a third metropolitan area, the
13 Springfield area.

14 You often think that everybody's the
15 same, but when you study and you look at the data
16 from all the various customers throughout the
17 state, you'll see quite a difference in customers,
18 customers' behaviors, customers' payment behavior,
19 the amount they pay, the housing stock. St. Louis,
20 for example, has very old housing stock. So I
21 agree with Ms. Hutchinson that many times customers
22 in the St. Louis City area are paying much higher
23 bills than customers, say, in the Kansas City area
24 because simply because that housing stock is so old
25 and it may not be weatherized or it maybe cannot

1 even be weatherized to the point that it makes it
2 be more affordable and comfortable for the consumer
3 living in that housing stock.

4 But when we look at these numbers, we
5 had to take all of that into account. When I say
6 we, Staff took all of that into account in
7 reviewing those numbers and trying to figure out
8 what's the best balance here. And it's unfortunate
9 that we have that old housing stock in the eastern
10 side of the state, but I think we're -- you know,
11 we promote, we support weatherization efforts as
12 much as we can to try to help that area out.

13 But nevertheless, we have these
14 issues that we continue to struggle with somewhat
15 beyond our control.

16 COMMISSIONER W. KENNEY: Thank you.

17 JUDGE WOODRUFF: Commissioner Hall?

18 COMMISSIONER HALL: Are we sticking
19 on the deposit issue for now or moving on to other
20 issues?

21 JUDGE WOODRUFF: Whatever you want to
22 do. If you want -- we might need to bring up a
23 different witness.

24 COMMISSIONER HALL: I wanted to talk
25 about the physician's certificate.

1 MS. FRED: That would be me.

2 COMMISSIONER HALL: What is the
3 problem that you're trying to address?

4 MS. FRED: Here again, the problem
5 that we're trying to address is whether or not
6 we're making a subjective judgment or factual
7 judgment. And I'll give you the example.
8 Currently there are utilities that actually have
9 physicians on staff, doctors on staff that when
10 they get a request for an emergency extension, they
11 are -- the customer is asked to complete an
12 application, it's sent in to the company, and a
13 physician looks at it. The physician judges
14 whether or not that is emergency enough to warrant
15 the extension of their service until that emergency
16 health condition is resolved or at least another
17 alternative for paying for service or obtaining
18 service is taken care of.

19 However, the majority of our
20 companies do not have those physicians or nurses on
21 staff and it is simply sent in to someone like
22 myself, a layman on medical terms, and they have
23 what they refer to as a criteria list. So they go
24 down, they look at the application, they look at
25 the criteria list. If the customer doesn't fall

1 within that criteria list, no, they're not granted
2 an emergency extension. If they do fall within
3 that criteria list, then they may apply for an
4 extension.

5 Being on Staff and handling the
6 number of complaints we get on a monthly basis,
7 annual basis, and as I think one of our witnesses
8 has testified, an increase or a number of contacts
9 that we get along those lines, it became evident
10 that this is not something that's just started but
11 is going to continue to grow because, as
12 Ms. Hutchinson indicated, our senior citizen -- our
13 citizens are aging more and more, and we have more
14 people who have medical conditions than what we had
15 seen in the past.

16 So Staff felt like rather than let
17 this be subjective, we needed to determine some way
18 to make it an objective decision. So I reached out
19 to our other state public utility commissions. I'm
20 on the consumer affairs subcommittee for NARUC, and
21 so I sent out an e-mail to all my fellow colleagues
22 and said, what does your state do in this
23 situation?

24 Well, there are a number of states
25 that have a number of rules in place for this, but

1 I went and specifically spoke more in depth with
 2 Arkansas and Oklahoma because they had the language
 3 that you are seeing in the rule as proposed by
 4 Staff. Now, I say that. It's not verbatim for
 5 what they have, but it is for the most part what
 6 they have in their state. And they indicated to us
 7 that it works very well, it takes the subjective
 8 judgment out, and they feel more comfortable by a
 9 medical professional making the call than the
 10 utility making the call.

11 So what you see in the proposed rule
 12 is very similar to Arkansas' language. However, we
 13 made a tweak. This was put out before the working
 14 group. They were given the opportunity to make
 15 comments and to make questions and statements about
 16 this proposed rule. And in doing so, we tweaked
 17 the language a little bit to try to accommodate and
 18 come up with compromise. So that's what you have
 19 before you.

20 So it is similar to what other states
 21 are using. It has been tested, and it does work.
 22 And that's why Staff adopted it for this proposed
 23 rulemaking.

24 COMMISSIONER HALL: So if a customer
 25 or somebody in the household was on an oxygen

1 machine, would -- in the typical case, would
2 cutting off electricity constitute a medical
3 emergency?

4 MS. FRED: No, and I'll tell you why.
5 An oxygenator is electrical, but most services also
6 provide portable means for oxygen. So if there is
7 no electricity, they have portable tanks they
8 switch to.

9 JUDGE WOODRUFF: Is there anything
10 else?

11 COMMISSIONER HALL: No.

12 JUDGE WOODRUFF: Any other questions
13 of other Staff witnesses in other areas?

14 CHAIRMAN KENNEY: No, thank you.
15 Thanks for your efforts.

16 JUDGE WOODRUFF: I did have one
17 question --

18 MS. FRED: Okay. Go ahead.

19 JUDGE WOODRUFF: -- that came up, and
20 it's involving the definition of inquiry. Can you
21 explain the circumstances of that and why you want
22 to have that definition?

23 MS. FRED: Yes. I kind of find this
24 ironic. Inquiry and complaint has been used by
25 the PSC since 2002 with the implementation of our

1 electronic filing information system, EFIS.
 2 Before, when calls would come in or comments would
 3 come in from consumers and it was not necessarily a
 4 complaint, someone was not disputing something,
 5 they did not need us to investigate thoroughly into
 6 something, they were simply making a call to our
 7 office asking a question about a service charge or
 8 service or a rate or whatever, it was a tick mark
 9 on a piece of paper.

10 With EFIS, we actually implemented
 11 terminology, complaint versus inquiry. An inquiry
 12 was to be used for us to actually track those
 13 contacts made to our office that would actually be
 14 issues that my staff in consumer services or even
 15 in operations or services staff would receive that
 16 we could respond to and provide an answer to the
 17 customer without it generating what I call an
 18 investigation. So there was no need to enter it as
 19 a complaint against a utility, as a complaint that
 20 needed investigation, get all the customer account
 21 information and proceed from there.

22 So the inquiry was a term that I felt
 23 needed to be identified in the rule because
 24 currently we don't have that identified in a form
 25 that I felt was necessary for us truly to note what

1 our actions are. The utilities often get inquiries
2 from their consumers, too. They're able to answer
3 the question and move on.

4 But this purpose in this rule was
5 simply for us to be able to clearly identify what
6 Missouri Public Service Commission is doing with
7 those customers making calls to our office and how
8 we're addressing those. And I did hear the comment
9 that, well, an inquiry could actually evolve into a
10 complaint, and that's true, very true. In some
11 cases if we have already entered it as an inquiry
12 and we've addressed it but the customer calls back,
13 then we'll actually create a complaint.

14 But if it's an inquiry and we're not
15 certain of something, we might want to send it to
16 the utility, then it becomes a complaint.
17 Currently we do not have the capability to convert
18 that to a complaint. However, that is one of our
19 requests for our information systems department
20 that in the near future we make that modification.
21 But in the meantime --

22 JUDGE WOODRUFF: How do you handle --
23 I'm sorry. You're about to answer.

24 MS. FRED: In the meantime, we can
25 leave that inquiry in, close it out, reopen it as a

1 complaint, enter the same information, or we can
2 cross reference it. So in other words, we can put
3 in a complaint, cross reference the inquiry, and
4 the reason for being -- for doing that process is
5 so that we're capturing the initial date and time
6 that customer contacted us, because that oftentimes
7 is key when we're investigating these issues or
8 inquiring into an item that becomes an
9 investigation.

10 JUDGE WOODRUFF: Any other questions?

11 CHAIRMAN KENNEY: No, thank you.

12 JUDGE WOODRUFF: For anyone else on
13 Staff?

14 MS. FRED: Can I address the knock on
15 the door?

16 JUDGE WOODRUFF: Certainly.

17 MS. FRED: I just felt it was
18 necessary that Staff point out that we did not
19 recommend altering the language to the knock on the
20 door. So the rule maintains the balance of
21 customers notice where utility deems it's safe and
22 then gives balance to the utility in keeping the
23 employees safe as well.

24 We have stories that we can tell you
25 ourselves of technicians getting beat up by

1 baseball bats and ending up having to take
2 long-term disability, dogs attacking people. Lisa
3 Kremer's group has actually even gone out in the
4 field and gone with a technician in the field, and
5 they've seen situations that are somewhat unsafe
6 and scary.

7 So again, we see the value in the
8 knock on the -- the knock rule or the knock on the
9 door, but at the same time if there's potential
10 danger there, I think the utility ought to have the
11 ability to walk away, which the current rule does
12 include. So I just wanted to point that out, that
13 Staff was not advocating to change that language.

14 JUDGE WOODRUFF: Anything else from
15 Staff? Ms. Jones, was there anything else that you
16 want to present?

17 MS. KREMER: I might say one thing.
18 I'm Lisa Kremer. I'm the manager of engineering
19 management services.

20 And just one comment, what Gay
21 mentioned about the knock on the door, our staff
22 has gone out with utilities, in fact all of the
23 large utilities in the state except Empire, I
24 believe. We've spent weeks out with those
25 utilities.

1 And I think Gay's point, it's not
2 just -- many times the companies don't know what's
3 behind that door, and so that's just something I
4 wanted to add, that sometimes the safe environment,
5 it's just hard to determine that when they're out
6 in the field. But like she mentioned, it was left
7 in the rule.

8 JUDGE WOODRUFF: Okay. All right
9 then. I believe everyone who wished to speak has
10 been heard. So with that, we are adjourned. Thank
11 you.

12 (WHEREUPON, the rulemaking hearing
13 concluded at 1:19 p.m.)

14

15

16

17

18

19

20

21

22

23

24

25

1	EXHIBITS INDEX		
2		MARKED	RECEIVED
3	LACLEDE EXHIBIT NO. 1		
4	Credit scoring Validation	51	75
5			
6	MAWC EXHIBIT NO. 2		
7	Comments of Missouri-American		
8	Water Company	75	75
9			
10	STAFF'S EXHIBITS		
11			
12	EXHIBIT NO. 1		
13	Staff's Suggested Rule Changes		
14	for Chapter3 if the Commission		
15	Adopts Revision to Chapter 13		
	to Include Sewer Utilities	129	
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

1 C E R T I F I C A T E

2

3 STATE OF MISSOURI)

4) ss.

5 COUNTY OF COLE)

6

7 I, Kellene K. Feddersen, Certified

8 Shorthand Reporter with the firm of Midwest

9 Litigation Services, do hereby certify that I was

10 personally present at the proceedings had in the

11 above-entitled cause at the time and place set

12 forth in the caption sheet thereof; that I then and

13 there took down in Stenotype the proceedings had;

14 and that the foregoing is a full, true and correct

15 transcript of such Stenotype notes so made at such

16 time and place.

17 Given at my office in the City of

18 Jefferson, County of Cole, State of Missouri.

19

20

21

22

23 Kellene K. Feddersen, RPR, CSR, CCR

24

25

RULEMAKING HEARING 10/10/2013

A				
AARP 3:6 10:2	accommodate	addition 9:10	Adopts 149:15	48:12 61:14
60:5 87:24	17:5,17 18:2	12:18,24 31:3	advance 68:19	65:11 80:22
116:14 127:2	20:20 24:11,12	61:16 62:10	advances 54:7	97:23 105:24
127:18	142:17	68:9 126:11	advertising 30:2	111:4 116:15
ability 33:5,6	accommodations	128:16 134:1	advisability	138:21
43:11 67:11	11:10	additional 52:13	38:10 75:17	agreeable 24:16
81:21 82:9	accomplished	52:15,16 54:15	advisable 38:2	95:24
99:10 134:3	8:13	92:11 126:19	77:1	agreed 13:15
147:11	account 9:6 16:5	136:13	advocacy 127:1	23:3 85:9
able 8:5 13:25	48:7 76:6	Additionally	advocate 33:17	agreement 43:4
17:6 18:9 21:14	113:18 132:5	119:22	advocated 11:25	43:12 61:18,25
23:22 25:9 43:7	133:1 135:10	additions 127:8	advocates 85:13	73:11 87:25
44:15 47:5 49:6	139:5,6 144:20	address 12:22	111:5 116:6	97:15
51:9 57:14,23	accounts 113:17	13:19 32:3	134:8	agrees 41:3 96:16
58:8 59:9 63:5	accumulation	37:13 42:17	advocating	ahead 5:20 6:13
64:2,10 66:7	131:10	43:19 56:4	147:13	17:19 37:17
71:11 81:9	accurate 46:16	66:14 78:8	affairs 141:20	60:22 70:11
82:19 83:12	48:14 87:11	80:13 84:4	afford 106:20	74:23 143:18
84:7 85:22	101:5 119:13	114:5 128:2	affordability	aid 106:1
86:20 88:19	accurately 15:8	129:11 140:3,5	115:20	aimed 85:10
90:15 99:2,5,15	19:15 25:20	146:14	affordable 139:2	Akayla 3:20
100:10,15	achieve 54:21	addressed 16:24	afternoon 104:6	126:8,10
104:20 106:1	Acme 21:3	31:23 68:14	104:7 115:23	alerting 71:25
109:14 112:12	act 85:18,19	81:24 145:12	115:24 126:7	algorithms 92:7
114:2,21 115:4	112:7 121:12	addressing 11:18	130:6,8	Allison 36:18
118:2,19 119:9	121:13	131:13 145:8	age 100:2 105:15	37:13
120:24 121:21	action 30:3 99:6	adequate 16:19	agencies 30:4	allow 21:10
122:19 136:8	104:9,10 106:9	84:8,9	46:6 65:18	30:24 31:5 36:4
145:2,5	112:1 127:2	adequately 117:8	67:12,15	38:8 47:14
above-entitled	actions 145:1	128:2	119:12,25	58:13 61:3,9
150:11	active 38:21	adjourned	120:5 126:5	80:21,24 86:14
absolute 23:16	39:17	148:10	agency 18:15	87:2 90:18 91:4
Absolutely 39:12	actual 10:5,8	adjust 33:7	21:3 22:2 38:18	135:16,21
39:13,24	14:2,4 16:14	adjusted 61:4,6	44:5 51:3 75:25	allowable 99:1
108:19,20	45:4 57:3 59:3	61:24 62:3	99:6,6,9 104:9	allowances
111:24	70:4,5 78:11,18	adjustment 62:7	104:10 105:19	121:25
abuse 22:25	79:11 80:20	administer 96:7	106:9 112:1	allowed 15:16
accept 51:5 63:12	108:2	administratively	127:2	42:9 43:22
86:15 97:1	add 5:22 13:3	96:5	agenda 7:3,5	45:11,20 79:17
118:12,21	32:16 52:8	admission 129:3	agent 60:8	79:25 80:15
accepted 15:1	66:22 116:5,18	adopt 47:11	ages 105:14	84:12 87:5
accepting 97:6	117:18 124:11	127:24 128:9	aggregated 50:6	91:22
access 78:17 80:2	128:21 148:4	128:15,21	aggregately 10:4	allowing 57:15
100:14 102:3	added 15:10	adopted 91:20	aging 141:13	58:2,5,10 61:12
accessible 30:15	131:4	100:20 127:25	agree 23:15	67:17 79:3,24
67:7	adding 66:21	142:22	37:10,19 38:1,8	84:20 85:14
	79:9 97:18	adoption 128:22	40:2 47:17	101:3

allows 9:13 17:8 31:2 43:16 80:17 84:6 altering 146:19 alternating 6:11 alternative 78:18 91:5 94:2 125:17 133:8 133:25 140:17 alternatives 74:2 124:20 125:7 131:20 amend 1:12 48:20 amended 56:5,13 94:11 amendments 4:9 52:18 Ameren 2:14 40:20 53:15,19 54:3,23 55:11 55:16 56:5,6,10 57:8,13 61:2,16 61:22 66:15,19 67:18 91:8 Ameren's 56:17 61:9 America 127:3 American 2:21 72:11 75:13 77:5 amount 14:9 17:11 42:10 54:1 57:6 62:1 95:18 138:19 ample 68:18 AMR 56:14 80:4 81:14,23 94:16 AMRs 82:6 analysis 84:24 92:7 133:9,10 analyze 86:22 analyzed 84:22 87:14 and/or 77:4 anecdotes 89:20 Ann 44:2	announce 91:7 annual 141:7 answer 21:7,17 53:5 77:6 83:21 86:20,24 87:1 126:13,18 129:10 144:16 145:2,23 antagonize 77:4 anticipate 5:3 anybody 83:21 anymore 24:9 43:13 anyway 22:15 71:15 72:1 94:6 apart 23:12 96:13 apologize 39:7 51:16 appear 9:11 136:21 APPEARANC... 2:1 appearing 41:1 appears 14:25 applaud 9:23 applicable 37:22 applicant 66:16 102:22 103:2,8 103:16 applicants 43:24 85:8,14 101:25 application 36:5 36:5 140:12,24 applied 120:2 applies 82:6 apply 25:22 30:5 31:25 46:21 47:3 74:15,16 103:10 121:7 141:3 applying 121:4 appreciate 55:8 approach 131:13 131:16,17,21 131:22 132:2 approached	112:15 appropriate 9:15 22:19 23:14 25:10 26:22 30:6 65:15 75:19 131:17 131:18 132:4 appropriately 117:7 approved 65:13 66:6 approximately 90:9 134:23 April 62:25 arcane 100:24 area 15:13 35:24 39:20,22 59:23 59:24 112:9 138:11,12,13 138:22,23 139:12 areas 59:9 60:9 63:19 64:5,8,9 88:25 112:6,10 125:10,18 143:13 argue 132:3 argued 103:11 argument 57:9 67:10 113:24 Arkansas 142:2 142:12 arrangement 63:12 arrangements 64:22 119:1 123:6 arrives 31:7 asked 17:22 21:9 33:25 37:4 43:21 46:10 52:7 58:17 65:20 72:22 116:17 131:7 140:11 asking 5:3 19:18 37:21 75:16	86:5 98:15 144:7 aspects 35:11 36:21 assault 73:18 assert 95:14 assess 28:3,8 40:3 assessable 134:11 assessed 107:15 109:10 assessing 21:5 40:2 65:24 131:17,22 assessment 119:14 assistance 121:4 121:6,15 associated 87:5 Association 85:12 127:3 assuming 75:12 87:12 assumptions 87:12 assure 22:25 attacking 147:2 attempt 82:14 84:3 90:23 91:10,15 attempts 14:17 attention 105:22 attorney 2:2,6,10 2:15,21 3:1,8 41:20 53:18 115:25 attorneys 54:2 attributes 131:4 132:6,9 at-risk 106:5 authorities 122:4 authority 122:3 authorized 12:15 automated 9:14 24:7 available 16:14	33:21 44:19 45:9 47:9 82:24 92:9,22 93:3,10 98:21,25 111:12 114:9 115:9,10 117:25 126:13 129:10 134:17 136:10 average 17:3,7,9 17:15,24 107:22,24 134:23,23,24 136:17,19,22 137:1,2,3,20,22 avoid 41:7 80:18 84:7 85:14 aware 44:4 46:5 58:16 64:17 83:12 117:20 awfully 93:21 AX-2013-0091 1:13 a.m 4:3 30:11,11 30:21 98:23
B				
back 6:9 12:11 12:17 18:7 20:21 23:25 24:13 25:14 27:3,4,11,12,13 27:14 35:1,5 36:7 37:14 41:16,21 42:2 42:15 57:22 59:11 61:9,10 62:25 63:2,8 70:24 71:2 77:17 82:5 85:22 86:14 98:12 104:22 106:12 127:5 145:12 backstop 93:11 backwards 41:22 backyard 71:19				

bad 8:10 38:17 42:5,7,10,16 43:7,10 45:17 54:11 58:6,12 71:16 89:21 106:10	138:18 behaviors 138:18 behoove 112:21 believe 8:12 13:7 20:8 31:22 33:13 43:22 44:9,18 45:5,10 45:19 52:21 57:8 72:21 73:20 74:19 82:11 83:23 84:17 88:24 101:1 125:8 147:24 148:9	14:3,4,12,16,19 14:19 17:2,3,7 17:8,9,12,14,15 17:24,24 19:17 22:24 23:1,2,2 27:4 43:2,10 47:7 51:23 56:16 57:6,21 58:12 59:8 61:4 61:6,10,13,24 62:3 63:17 64:13 76:7,8 78:19 79:1,10 83:17 90:1 91:15 95:19 97:1,23 98:3,16 102:2 108:17 110:4,20,21,21 111:1 112:24 112:25 113:3,6 113:8 114:2 117:12 119:20 122:4 124:2 125:13 134:23 136:17 137:4	39:9,14 40:5 41:12,13,24 42:4 46:3,17,25 49:11,15 56:17 57:11,22 59:13 59:15,21 65:17 65:25 78:11,22 79:13 81:1 93:19 94:12 96:11,14,15 106:21 107:13 108:13 113:5 114:8,21,22 119:15,18,20 120:22,23 124:21,24 135:23 138:23	bucks 137:3 budget 78:25 115:11,13,14 115:16,19 build 106:12 buildings 117:6 burden 80:8 85:8 115:18 burdensome 96:5 bureaus 38:16 39:3 107:3 business 64:19 Businesses 111:10 Butz 44:2 buy 32:21 46:22 buying 44:25 45:15 48:7,8
balanced 9:21 61:8,15 balancing 35:17 ban 60:8 bank 112:16 114:8 banks 125:5 base 10:7 56:16 119:25 baseball 147:1 based 10:8 14:1 16:13 19:25 45:4,4 49:8 50:4,5,12 78:11 102:1 107:16 108:1,3 122:20 129:22 132:10 135:24 basic 91:23 99:22 99:23 105:10 basically 26:12 basis 84:13 141:6 141:7 bats 147:1 bears 95:5 beat 146:25 began 4:3 7:1 127:6 130:25 beginning 122:6 behalf 40:19 41:2 72:8 77:14 78:1 126:5 behavior 132:10	believes 52:11,12 54:3 55:16 56:5 61:2,16 67:19 73:14 128:1 belong 13:12 bench 34:16 53:6 benefit 40:7 79:9 79:13 101:22 101:22 benefits 79:6 109:5,7 bent 41:22 best 33:13 49:23 64:24 74:7 80:9 110:19 115:17 118:21 121:22 122:8 123:3 131:21,22 139:8 better 21:15 22:13 44:19 45:6 58:8 76:2 86:16 99:20 102:13 108:15 115:6 131:6 beyond 78:16 134:16 139:15 big 23:21 25:13 64:8 94:17 108:6 bigger 33:12 107:1 123:8 bill 10:8 13:6,14	billed 25:2,12 billing 1:13 4:7 8:17 9:13 23:4 24:25 25:5,9 28:18,22 56:8 57:13,15,16,17 58:3,6 61:1 78:10,21 79:25 80:6 114:20 115:1,11,13,16 115:19 121:20 121:21 128:18 135:17 billings 33:7 62:20 bills 8:4,5,10 9:5 9:12,17 11:9 15:9 16:2,22 19:25 20:1,2 25:2,6 28:2 30:1 32:23 33:15 37:8 38:6	bit 71:11 100:24 102:20,20 119:4 142:17 blanket 48:6 blocked 78:16 80:2 borne 95:1,16 Boston 31:23 bottom 27:1,19 Boulevard 3:2 bounced 97:6 box 2:12,17 3:16 3:21 29:23 130:13 brand-new 74:9 break 77:17,18 77:19 breaks 95:4 breathes 54:24 74:21 briefly 126:15 bring 79:14 139:22 bringing 22:18 42:15 brings 90:2,2 brought 7:3 72:17 74:18 105:21 111:21 Brydon 2:16	C C 4:1 150:1,1 calendar 50:3 call 7:1 12:13 28:20 30:19 31:20 63:16 64:2 65:2 67:25 68:15 70:1 71:14 76:19,25 77:4 91:24 97:25 98:15 101:12,15 136:9 142:9,10 144:6,17 called 25:17,18 27:25 31:12 35:4 48:22 calling 98:1 calls 91:4 144:2 145:7,12 capability 134:5 145:17 Capitol 2:16 caption 150:12 capturing 146:5 car 46:22 47:23 133:3

card 23:23,24 58:3 62:22,22 81:10 106:21 119:19	95:10 96:13 130:24 146:16 certainty 38:13 certificate 10:17 69:5,16 129:12 139:25	123:10 chances 83:11 change 12:1 21:9 21:10,11,15 25:20 27:2 29:9 42:21,22 55:16 61:3 68:5,24 73:23,24 79:24 82:18 85:1 86:3 102:22 103:14 128:21 147:13	115:2 117:17 120:16 122:3 122:21 124:8,9 checking 91:19 92:18 113:17 113:18 checks 43:13 56:1 97:6,7 106:8 115:5 121:24 122:5 Chelsea 74:20 CHIEF 1:17 choice 97:15 choices 106:19 106:19 choose 38:9 49:22 57:15,16 57:25 58:3,5 132:21 chose 23:22 chronological 88:11 circumstances 14:5 61:15 62:13 77:3 78:16 120:1 143:21 circumventing 26:19 cities 64:6,8 citizen 141:12 citizens 141:13 city 1:9 2:3,17 3:17,22 34:13 35:21 104:11 104:11 108:5 130:13,14 138:22,23 150:17 civic 111:10 civil 116:2 claims 32:18 clarification 137:16 clarifications 29:10 clarify 25:20	clarifying 81:7 83:19 class 109:4 113:19 116:11 clean 74:10 clear 11:1 12:18 29:11,22 55:21 55:21 66:20 clearly 97:19 145:5 client 115:14 120:12 125:11 clients 87:23,25 88:7 89:10 108:17 109:1 114:20 116:19 116:20 117:23 120:11 122:10 122:18,19 124:6 125:9,13 client's 91:18 climb 33:12 close 145:25 closed 9:16 closer 73:7 coat 48:8 codified 27:21 Coffman 3:1 5:12 87:19,20 92:21,23 95:17 95:22 97:8 102:16,18,24 103:18 104:2,3 104:25 coincides 32:25 58:11 cold 29:12,16,20 30:2 35:11 71:13,15 74:15 104:14 135:3 Cole 150:5,18 collaborative 7:1 collaboratives 93:21 colleagues 76:14 141:21 collect 62:8
cards 24:10 80:24 81:8 care 88:7,10 94:16 133:20 140:18 career 104:12 carried 44:23 carrying 44:14 case 19:7 21:8 42:13,19 48:4 81:20 85:9 100:21,22 106:3,8 143:1 cases 105:21 106:2 145:11 cash 42:23 43:14 55:17,18,19 57:18,22 59:1 59:25 123:19 Casteel 36:19 casting 6:1 catchup 81:1 categories 98:11 category 102:8 cause 78:25 150:11 caused 81:1 83:16 CCR 1:24 150:23 cell 24:9 119:19 centers 113:24 certain 47:19 48:3,15 59:8,9 60:9 61:19 62:13 76:25 77:3 98:11 114:25 122:20 145:15 certainly 11:24 23:5 39:18 44:24 45:25 47:7 76:2 89:4 90:18 92:5	certification 35:25 95:25 96:9 Certified 150:7 certify 150:9 cetera 127:11 Chairman 1:19 11:22,25 12:6 12:25 17:19 18:6,13,23 19:9 20:3,10,17,24 21:24 22:11,20 33:23,24 37:1,2 37:15,23 38:24 39:10,22,25 40:12 43:21 44:4 45:23 46:1 47:17 48:19 49:10,13,25 50:15,19,24 51:2,14 53:7,8 58:1,22 60:1 65:19 66:11 69:9 75:11,23 76:11 77:7 81:19 82:1,8 86:11,12,25 87:15,21 92:21 95:17 97:4 102:15,16,19 103:13,20 111:16,17 112:23 113:23 114:12 119:17 125:22 130:4,7 130:15,17 132:17,20 135:13 136:12 136:24 137:2,7 143:14 146:11 chance 4:11	changed 30:10 35:7,13 55:18 74:12 changes 29:14 41:10 43:16 52:13,19,24 54:4,14,15,19 55:12,15 56:10 56:11 57:1,10 66:15 67:18 73:2,6 74:20 84:11 85:25 86:6 87:25 91:3 126:17 128:2,6 129:23 149:13 changing 21:12 69:4 103:15 Chapter 4:6 7:2 7:6,20 8:14,25 29:19 34:24 35:2,8,12 54:4 54:16 127:9 128:3,10,14,16 128:18,20,22 129:22 149:15 Chapter3 149:14 charge 27:9 98:1 98:14,16 112:4 136:16 144:7 charges 62:9 charity 99:6 check 32:10 43:10 55:21 62:21 89:13,16 94:5 96:18 105:11 114:24	chances 83:11 change 12:1 21:9 21:10,11,15 25:20 27:2 29:9 42:21,22 55:16 61:3 68:5,24 73:23,24 79:24 82:18 85:1 86:3 102:22 103:14 128:21 147:13 changed 30:10 35:7,13 55:18 74:12 changes 29:14 41:10 43:16 52:13,19,24 54:4,14,15,19 55:12,15 56:10 56:11 57:1,10 66:15 67:18 73:2,6 74:20 84:11 85:25 86:6 87:25 91:3 126:17 128:2,6 129:23 149:13 changing 21:12 69:4 103:15 Chapter 4:6 7:2 7:6,20 8:14,25 29:19 34:24 35:2,8,12 54:4 54:16 127:9 128:3,10,14,16 128:18,20,22 129:22 149:15 Chapter3 149:14 charge 27:9 98:1 98:14,16 112:4 136:16 144:7 charges 62:9 charity 99:6 check 32:10 43:10 55:21 62:21 89:13,16 94:5 96:18 105:11 114:24	clarifying 81:7 83:19 class 109:4 113:19 116:11 clean 74:10 clear 11:1 12:18 29:11,22 55:21 55:21 66:20 clearly 97:19 145:5 client 115:14 120:12 125:11 clients 87:23,25 88:7 89:10 108:17 109:1 114:20 116:19 116:20 117:23 120:11 122:10 122:18,19 124:6 125:9,13 client's 91:18 climb 33:12 close 145:25 closed 9:16 closer 73:7 coat 48:8 codified 27:21 Coffman 3:1 5:12 87:19,20 92:21,23 95:17 95:22 97:8 102:16,18,24 103:18 104:2,3 104:25 coincides 32:25 58:11 cold 29:12,16,20 30:2 35:11 71:13,15 74:15 104:14 135:3 Cole 150:5,18 collaborative 7:1 collaboratives 93:21 colleagues 76:14 141:21 collect 62:8

collecting 31:4 111:1	15:2 18:20 24:14,15 29:10	87:16,17,22 103:22,23,24	118:12 120:8 132:14 140:12	116:23,24 131:16
collection 6:22	29:17 31:17	103:25 114:14	149:8	concerned 39:23
college 133:19	32:17 33:3 34:9	114:16,18	company's 17:3	48:17 54:14
Columbia 2:12	34:19 35:22	115:7 125:24	21:21,23 85:24	56:24 76:21
column 28:16	36:9,12,13,16	126:1 137:9,10	compare 18:3	112:10 123:6
31:11	41:4,6 42:18	137:23 138:2	21:21	124:14
come 4:22,23	53:2,3 55:7,12	139:16,17,18	compared 18:1	concerning 4:5
5:25 6:25 10:20	56:25 57:20	139:24 140:2	136:23	concerns 36:22
22:14 24:8	60:5 62:5 65:11	142:24 143:11	comparison 18:5	41:19 54:8,9,10
37:17 49:22	67:1,20 72:13	Commissioners	56:18	54:12 57:18
56:12 61:20	72:16,21 77:14	1:20 4:25	complaint 26:20	61:7 70:19
62:22 63:11	78:3,5 88:2,6	commissions	26:24 89:2 98:6	97:21 128:2
71:20 72:9	88:11,12 89:11	141:19	98:18 101:12	134:7
77:17 79:22	105:3 116:14	Commission's	102:3 143:24	conclude 86:5
90:1,25 97:11	116:15 118:11	4:6 88:23 100:3	144:4,11,19,19	concluded
104:20 108:17	119:6 126:18	124:22 128:12	145:10,13,16	148:13
108:18 113:3	127:16,18,23	common 33:4	145:18 146:1,3	concludes 33:20
131:8 133:12	142:15 144:2	69:16,19	complaints 53:20	concluding 51:20
133:17 142:18	149:7	Commonwealth	56:19 57:11	conclusion 57:1
144:2,3	Commission 1:2	91:12	98:11,13 141:6	concur 34:18
ComEd 91:14	3:21,24 6:12,15	communities	complete 140:11	36:12 104:24
comes 27:20	7:10 8:13,16	113:25 124:20	completely 8:21	condition 140:16
90:12 99:17	10:13 15:1 23:1	community 30:3	9:15 14:9 90:21	conditions 11:21
comfortable	27:15 34:12	99:6 104:9,10	93:17 96:6	83:15 85:10,11
139:2 142:8	40:25 41:9,22	106:9 111:9	97:14	85:14,20
coming 72:1	47:10 52:12	112:1 127:2	complexes 117:5	141:14
117:20,24	53:21 65:13	companies 58:4	complicated	confident 88:18
123:25	66:6,7 72:11	78:15 79:2	93:22 94:1 96:5	conflicting 45:18
comma 13:6	84:5 86:2,3,9	82:18,19,25	comply 9:22	confused 89:25
commend 34:22	87:21 92:10,14	84:11,25 85:25	compromise	confusing 73:3,4
91:9	98:18 99:20	92:17 107:2	51:13 54:20	73:5
comment 23:10	101:12 104:19	112:21 118:8	91:21 117:1	connected
24:23 52:7	126:8,10	119:7,11 122:9	127:14 133:13	120:18
55:24 65:8 72:8	127:23 128:9	123:9 135:21	142:18	connection 99:10
73:20 74:17	128:15,20,25	140:20 148:2	computer 17:17	consecutive
75:12,21 76:16	130:13 136:7	company 2:7,9	70:12	62:20
82:12 99:17	145:6 149:14	2:20,21,25 6:17	concede 51:21	consensus 52:17
126:4 134:21	Commissioner	19:8 20:4 21:9	concern 19:13	104:21
138:7 145:8	34:2,3,5,6,15	34:13,14 41:2	39:21,23 40:8	consider 47:8
147:20	35:5 40:14,15	53:20 54:13	58:23,23,25	94:20 102:9
commenters	43:21 53:11,12	63:12 65:16	92:25 95:3	133:8,14
42:21 43:17	53:13,14 63:7	79:21 80:7,10	96:20 101:16	considerably
comments 4:11	63:21 64:4,14	80:17,18 82:13	101:24 102:23	51:25
4:12,16,18,19	65:6 69:11,12	84:14,15	102:25 103:7	consideration
4:23,24 5:5	69:15 70:3,7	105:22 106:4	103:14,15	45:14 107:5
8:20 13:3,20,24	77:9,10,11,12	110:9,10	112:24 113:1	111:7

RULEMAKING HEARING 10/10/2013

considerations 127:10	139:2 141:20 144:14	112:13,14	courts 86:9	121:15,19
considered 38:14	consumers 3:7	convenient 60:12	covered 61:5,13	129:12 130:5
38:23 41:17	10:2 35:17	convert 145:17	62:3	130:19,20,24
52:16 76:22	64:16,20 73:5	cooperate 24:20	Craig 2:22	131:3,4,9 132:2
82:21 127:16	78:2 80:9,25	copies 50:18	create 78:24 98:5	132:3,9 133:14
considering	82:9 85:5,10	72:18	145:13	133:17,21,22
41:10	87:24 88:14	copy 28:20 29:7	created 23:21	134:3,8,20
consisted 126:23	92:11 93:11	74:24	85:7	135:7 138:3
consistent 115:2	95:2 96:19,25	correct 5:16	creating 28:3	149:4
115:3	100:4 101:18	18:16 19:4 20:9	credit 6:22 8:18	creditworthiness
consistently	105:5,7,23	37:20 49:20	15:1,4,6,11,17	43:23 44:10
32:18	116:14,24	70:11 71:7	15:18,22,23,24	46:4
consists 131:10	124:23 135:6	118:13 129:19	16:4,10,15 18:7	creditworthy
constitute 143:2	135:16 144:3	129:20 150:14	18:15 19:14	44:21
constitutes 56:4	145:2	corrected 61:13	20:16 21:2,12	criteria 18:10
consumer 5:9	consumer's 20:5	89:22	21:19 22:3 37:4	19:3,12,24 22:1
6:11 10:4 13:21	48:9	correlate 49:3	37:7,20 38:4,15	22:7,9,18 44:22
14:22 15:21	contact 67:12,15	correlated 50:11	38:25 39:2 40:5	45:7 52:1 91:19
16:23 17:22	68:6 82:15 84:3	correlation 49:7	43:23 44:5,5,9	92:17 133:15
18:14 19:21	90:22 91:10	cost 10:6 20:19	44:18 45:3,3,9	134:6 140:23
20:6 22:4,23	118:3 136:6,7	56:14 66:22	45:11,17 46:5	140:25 141:1,3
24:24 27:1,6	contacted 146:6	79:7 83:2	46:11,15,20,23	critical 19:20
28:19 29:3,13	contacts 28:23	costs 9:23 106:20	47:1,14,18,20	cross 146:2,3
30:5,20 31:21	141:8 144:13	107:18 109:17	47:21,21 48:6	Crow 6:18
32:4,17,19,20	contemplate 8:17	110:15,15	48:13,22 49:19	CSR 1:13,24 7:6
32:24 33:2,4	context 47:22	Council 3:7 10:3	50:7,7,8,10	42:20 150:23
36:14 39:8,14	contexts 99:18	87:24 116:14	51:20,21 58:3	curious 64:21
41:21 43:4	continuation	127:3	61:11 65:9,10	current 11:2,17
46:11,13,21	76:13 131:24	Councils 127:19	65:17,23 74:8,9	16:17,17 21:16
47:25 49:15,18	continue 7:5,7	Counsel 3:15,15	75:14,18,25	26:11 35:8
51:2 53:20	14:20 96:19,20	3:18,20,20 7:16	84:5,9,12,15,20	38:16 41:10
54:16 60:6	97:5 110:23	27:18 36:14	84:24 85:2,4,7	44:22 45:1,8,15
73:21 77:16,20	124:11 136:11	77:24 78:2	85:17,18,19,22	47:16 52:11,13
77:21,23 80:5	139:14 141:11	89:12 104:25	85:23 86:1,14	52:18 66:19
81:3 85:12 87:3	continues 124:9	116:16 127:1	86:15 87:2	85:4 92:11 96:8
87:7 89:2 93:24	continuing	counted 13:20	91:19,21,22,23	96:24,25 98:25
95:1,13 97:22	123:10	counterproduc...	92:5,6,14,20,24	147:11
97:25 99:24	control 78:16	14:9	93:4,7,10,12,14	currently 14:23
101:9 102:21	95:10 139:15	counties 116:3	93:15 106:8,11	16:6 43:15 73:1
102:22 103:3	controlled	125:10	106:11,12,15	81:20 84:12
103:10 104:5	135:11	countless 127:10	106:21,22	86:4 89:4,9
111:5,7,8 116:6	controversial	County 150:5,18	107:3,6,11,16	96:3,10 131:14
126:5 127:1,3	29:21	couple 36:17	109:13,15,22	134:6 140:8
127:18 128:5	controversy	99:18 105:2	119:4,8,11,22	144:24 145:17
130:11,23	35:10	course 4:14,16	119:24,25	customer 6:19
131:18 134:15	convenience	71:14 129:25	120:4,4,5 121:9	8:8 13:15 14:4
		133:1	121:12,13,14	14:6,7,8,12,15

14:16 15:17,18 15:22,24 16:12 23:3,11,16,20 24:19,20 25:23 25:24 27:3,10 27:12 28:1,17 28:21,21,24 29:2 31:15,20 38:21 42:25 43:9 44:3,11,13 44:15,20 45:5 45:10,17 49:8,9 51:22 54:23 56:22 57:11 58:2,5 60:20 61:3,7,11,24 62:1,18 64:1 67:11,13,14 68:7,18 69:23 70:11 74:9,10 80:9,17,22 81:2 81:9,15,21 83:11,14,16 84:6 85:16,21 90:20 95:10 96:16 97:15,15 100:11 121:22 123:25 131:23 132:10 140:11 140:25 142:24 144:17,20 145:12 146:6 customers 1:14 4:8 7:25 8:2,3,4 8:8,9,11 11:8 15:9,10,12 16:7 16:8,18,25 23:22 24:2 25:1 32:22,23 33:8 33:10,14 38:16 39:17 41:12,14 41:24 42:3,6 43:25 44:7 50:5 50:8,9 54:9,11 54:11 56:1 57:14,15 59:16 59:20 60:11	62:13 63:10 78:21,24 79:6,6 80:15,24 83:5 85:8 97:21 99:4 101:25 102:1 123:7,14,18 128:8 135:24 138:16,17,18 138:18,21,23 145:7 146:21 customer's 20:1 26:4,6 28:6 43:12 44:12 47:6 67:5 136:5 customer-supp... 57:4 cut 60:15 71:6,8 93:24 110:1,3 122:5 cuts 71:3,5 cutting 143:2 cycle 25:6 113:9 113:11,22 115:1 124:7 cycles 25:5 135:23 <hr/> D D 3:15 4:1 dad 133:19 danger 71:17 147:10 dangerous 90:14 DANIEL 1:20 data 45:18,19,19 45:21 86:23,23 87:13 92:7 98:12 136:20 138:15 date 56:19 57:15 58:3,6,7,13,24 114:20,22 121:21 122:20 135:17 136:2 146:5 dates 24:25 25:1 25:9 57:13,16	115:10 121:20 Dating 127:5 David 6:20,21 48:23 day 6:25 31:2,19 54:25,25 70:2 72:1,23,24 74:22 75:24 76:24 99:11 days 11:7 12:21 28:25 29:1 35:5 67:14 deal 10:21 16:7 21:15 99:14 dealing 64:18 deals 28:17 debt 8:10 33:16 38:17 42:5,7,10 42:16 43:7 44:13,14 58:7 58:13 124:12 decades 89:15 decent 109:3 decide 18:14 23:17 51:4,9 120:22 decided 131:5,19 decides 47:10 decision 88:23 92:4,5 141:18 decisions 8:23 declaring 26:20 decrease 58:12 135:18 deemed 26:24 deems 146:21 default 19:19 defaults 50:9,10 defeats 18:3 defer 11:7 32:7 deference 37:12 deferral 32:8 deferring 11:5 92:3 93:17 deficiency 66:20 define 37:21 defines 42:23	56:4 definite 15:3 138:9 definitely 70:8 definition 13:6 22:24 23:1 26:15 42:21,23 56:3,5 97:18 102:22 103:14 103:15 143:20 143:22 definitions 25:15 42:20 delete 89:8 deletions 127:8 deliberate 86:6 deliver 119:2 delivered 34:19 117:7 demand 13:7,11 13:12,15,16 51:6 100:19 demonstrate 22:17 demonstrated 17:10 denial 66:14 101:1,16,17 102:25 103:4 121:1,2 denials 101:3 102:6,6 denied 76:5 102:1 103:3,5,9 103:12 deny 121:15 denying 101:11 depart 76:14 department 44:3 119:18 145:19 departments 6:22 depending 120:7 122:7 deposit 15:8,14 15:16,20 16:9 16:13,24,25	17:16,23 28:1,4 28:8 40:3 43:20 44:1 45:12,21 50:14 51:5,6 75:21 84:7 85:15,21 91:19 107:16 108:18 109:10 119:10 120:17 121:8 121:10 124:9 131:15,17,22 131:25 134:9 134:25 135:1 136:16 139:19 deposits 8:19 14:24 15:2,5 33:5 39:1,11 74:12 75:13 107:20,23 108:7,14 120:9 130:20 134:10 134:20,21 135:2,4 136:13 136:14 deprive 67:11 depth 86:19 142:1 designate 85:15 designation 84:23 despite 93:13 detail 13:2 35:24 48:25 66:2 102:10 detect 62:14 determination 7:12 121:18 137:19 determine 15:2 16:14 43:23,24 46:23 51:7 65:14 84:22 119:8 121:9 131:20 136:20 137:13 141:17 148:5 determined 19:1
--	---	--	--	--

137:11,15 138:3 determining 15:5 45:11,21 130:20 Deters 74:18 developing 133:7 device 9:20 24:21 62:16 90:12 devices 9:14 90:10 dice 46:6,22 dices 44:5 dichotomy 98:5 difference 11:11 19:16 25:21 132:7 138:9,17 differences 100:19 different 17:5,17 25:22 38:24 39:3 47:24 48:2 48:8 49:15 51:12 64:15 99:18 119:25 120:1 132:5 139:23 differently 12:8 difficult 62:14 88:4,22 difficulties 68:24 69:4 difficulty 136:5 dig 33:11 74:4 digging 123:7 diminish 57:2 direction 42:3 directly 37:14 director 6:19 disability 109:5,7 118:1 120:14 120:15 121:23 122:21 147:2 disabled 29:16 105:12 109:1,4 115:3 118:18 disagree 55:25	57:1 96:17 101:10 111:4 disagrees 33:1 55:24 disclosure 85:16 85:17 disconnect 13:25 30:17,18 31:6 31:14 33:6 67:3 67:4,7,9 68:10 68:19 71:15 82:20 83:13,22 84:1 89:17 91:15 93:23 94:4,6 103:7 119:1 disconnected 83:6 90:24 101:21 117:10 117:13,19 disconnecting 14:15 28:17 disconnection 11:5 28:24,25 30:10,13 31:19 32:7 67:14 70:25 83:12 98:19,22 101:19 103:1 105:21 117:23 118:5 disconnections 30:25 disconnects 68:16 discontinuance 66:24 67:24,25 68:1,2,13 discretion 117:1 117:3 136:15 discuss 7:2 88:17 127:7 discussed 52:9 93:20 discusses 30:9 discussing 92:1 discussion 7:5	69:3 96:2 131:2 133:10 discussions 96:4 dishonored 55:20 56:1 dispute 25:18,21 25:24 26:7,13 26:14,19,20,22 91:13 95:12 98:8 disputes 26:9,24 disputing 144:4 distance 114:2 distinction 98:17 130:21 distinguishes 26:13 distribute 72:18 District 2:19 41:2 divorce 106:17 doable 114:11 docket 100:22 doctors 140:9 doctor's 69:21 document 8:24 128:13 129:2 documented 101:2 documents 74:24 dogged 7:11 dogs 70:25 71:1 147:2 doing 12:9 19:5 30:4 57:17 71:12 76:23 85:25 86:21 89:6 94:3 98:16 104:13,18 107:4 110:19 131:7 132:1 142:16 145:6 146:4 door 31:4,12,15 31:19,24,25 32:2,6,13 68:4 68:21 70:20,24 73:9,12,16	76:13 83:10,21 84:3 85:2 89:13 89:23 90:2,12 105:10 116:21 117:8 118:3,13 118:22 146:15 146:20 147:9 147:21 148:3 Dority 2:2 double 61:5 doubt 15:6 downsizing 108:8,10 Dr 90:7 draft 42:24 55:17 55:18,19 56:3 97:9 drafted 96:3,10 drafting 127:11 drastic 74:6 drastically 106:15 draw 21:20 50:12 drawing 87:12 drawn 44:21 45:7 51:11 drive 60:16 63:10 63:18 114:1 driven 125:12 drop 27:22 106:15 dropped 32:2 due 9:13 59:23 61:20 114:22 duplication 128:15	116:1,3 125:11 127:4,20 138:10 139:9 easy 96:7 100:3 101:7 echo 41:5 53:3,22 72:13,21 economic 116:11 Economics 25:2 Edison 91:12 edits 128:14 129:21 educate 112:2 131:8 educated 100:6 131:1,6 education 133:6 133:21 effective 32:13 68:20 effectively 54:5 effects 55:1,2 efficiency 56:14 68:16 efficient 31:2 efficiently 31:1 effort 26:1 28:6 111:18 112:11 114:10 efforts 112:20 139:11 143:15 EFIS 144:1,10 eight 126:21 either 8:5 11:8 17:2,13 31:18 41:12 52:24 91:24 97:1 131:11 137:12 elderly 29:15 83:15 105:12 105:17 114:23 elderly/disabled 30:1 electric 2:19 41:2 126:24 electrical 143:5 electrically 90:10
--	---	---	---	---

E

E 4:1,1 150:1,1
earlier 41:5,6
52:6 72:16
111:21
early 104:17
easier 80:7 115:1
East 2:16
eastern 3:12 10:2

<p>electricity 90:13 143:2,7</p> <p>electronic 8:17 13:7,10,10,16 22:24 23:2,4,6 28:18,22 29:3 42:24 43:14 55:17,19,20 67:17,21,22 89:7 90:18,19 90:19 96:11,12 96:14,22 97:1,2 97:11 100:2 144:1</p> <p>electronically 24:8 29:2</p> <p>eligible 15:4,19</p> <p>eliminate 80:14 82:13</p> <p>else's 102:2</p> <p>emergency 11:17 11:20 113:20 113:21 140:10 140:14,15 141:2 143:3</p> <p>emphasize 41:8</p> <p>Empire 2:19 41:2 41:3 42:22 44:4 52:11 147:23</p> <p>Empire's 46:5 47:4</p> <p>employed 84:8 109:3,19</p> <p>employee 80:11 89:22</p> <p>employees 116:23 118:16 146:23</p> <p>encountered 90:11</p> <p>encourage 24:20 124:17</p> <p>encouraged 68:17 113:4,7</p> <p>endeavor 88:4 127:6</p> <p>ends 18:21 26:5,6</p>	<p>energy 6:18 33:17 115:18</p> <p>engage 125:2</p> <p>engineering 147:18</p> <p>England 2:16</p> <p>enjoy 34:16</p> <p>ensure 118:23 122:9</p> <p>enter 49:24 50:16 70:12 144:18 146:1</p> <p>entered 145:11</p> <p>entire 14:10 26:19</p> <p>entities 92:14</p> <p>entity 93:18</p> <p>entry 10:18</p> <p>environment 148:4</p> <p>equal 61:12 62:1 62:2 85:18</p> <p>Equifax 48:22 131:11</p> <p>equipment 9:13 13:17 79:3,8 83:3</p> <p>equivalent 21:22</p> <p>Erickson 36:18 37:13,16,18 38:13 39:5,12 39:24 40:6,13 40:18</p> <p>eroded 105:7 106:7,11 111:13</p> <p>erosion 32:20 33:1</p> <p>error 24:4</p> <p>errors 93:15</p> <p>escalate 110:2</p> <p>especially 22:14 79:6 117:5 120:12 121:8 122:1</p> <p>essential 89:17 90:24</p>	<p>essentially 80:23 85:2</p> <p>establish 91:23 92:24 93:7 101:11</p> <p>established 15:11 15:18 100:22 133:21</p> <p>establishing 39:1 39:11 92:20 93:10,12</p> <p>estimate 9:12 14:2,3 79:3,10 79:18 95:19</p> <p>estimated 9:5,13 9:17 14:16,19 14:20 56:16,17 57:11 78:9,20 78:21 79:25 80:6 93:19 94:12</p> <p>estimates 14:1,18 80:18</p> <p>estimating 14:10 14:12</p> <p>estimation 79:12</p> <p>et 127:11</p> <p>evening 67:11</p> <p>event 61:23 82:1</p> <p>everybody 25:11 59:1 65:20</p> <p>everybody's 58:23 138:14</p> <p>everyone's 121:22</p> <p>evidence 58:5 75:9 135:17</p> <p>evident 141:9</p> <p>evolve 98:8 145:9</p> <p>exactly 11:18 23:9 84:17 113:1,2 119:3</p> <p>example 13:11 16:19 17:6 25:4 32:8 43:9 50:2 62:17 63:6 106:3 117:21</p>	<p>133:18 138:20 140:7</p> <p>examples 106:4 113:5</p> <p>exception 10:15 73:13</p> <p>exclamation 26:7</p> <p>exclusive 49:4</p> <p>exclusively 44:7 49:5 92:13</p> <p>excuse 72:20 116:3 119:24</p> <p>Exhibit 50:23 51:17 75:2,3,5 75:7,8 129:2,5 149:3,6,12</p> <p>EXHIBITS 149:1,10</p> <p>exist 105:6 111:13</p> <p>existence 35:3,7</p> <p>existing 133:15</p> <p>exists 7:24 46:8 47:16 113:21</p> <p>expand 4:17 78:9 102:19</p> <p>expanding 80:6</p> <p>expect 79:22 100:20 113:12</p> <p>expected 14:5,6</p> <p>expense 42:7,16</p> <p>expensive 74:6</p> <p>Experian 131:11</p> <p>experience 42:11 43:8 54:2 116:19</p> <p>experienced 11:19</p> <p>experiencing 106:16</p> <p>experiment 84:21,22</p> <p>experimental 84:13,15,18,23 84:24</p> <p>expert 36:19</p> <p>experts 36:17</p>	<p>132:11</p> <p>expires 12:21</p> <p>explain 81:12 102:20 128:14 143:21</p> <p>explicit 91:1</p> <p>explored 112:18</p> <p>extended 96:4 136:9</p> <p>extending 66:25 67:2,10 95:18 98:20,23</p> <p>extension 136:9 140:10,15 141:2,4</p> <p>extensive 128:19</p> <p>extensively 90:8 129:9</p> <p>extent 8:9</p> <p>extra 29:14</p> <p>e-mail 141:21</p> <p>e-mails 127:10</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>F 150:1</p> <p>facet 47:13</p> <p>facie 91:24 93:3 93:9 133:16,24</p> <p>facing 67:14</p> <p>fact 9:6 16:7 25:16 27:10 44:25 45:14,15 56:18 101:10 107:2 131:14 147:22</p> <p>factor 18:22 134:15</p> <p>factors 16:17 109:14,16 132:4</p> <p>facts 45:4 49:4</p> <p>factual 45:6,19 45:20 57:9 140:6</p> <p>fail 56:15</p> <p>failed 17:1 62:16 62:19 95:15</p>
--	--	--	--	--

failings 56:21 fails 79:4,15 81:14 94:24 95:14 failure 9:14 14:15 81:1 82:2 82:3 94:22 95:6 fair 5:24 6:9 8:24 9:21 27:8 54:20 66:11 75:23 85:19 121:12 121:13 133:23 135:6 fairly 88:18 100:3 fall 63:2 134:5 140:25 141:2 familiar 131:3,9 families 106:24 108:9 110:3,4 111:2 115:3,16 family 99:11 107:15 109:4,6 109:24 110:18 fanned 9:8 far 13:24 23:12 27:3,5 28:7 41:11,22 44:19 45:6 53:4 56:24 63:18 66:9 83:1 89:1 95:25 96:11,12 112:10 136:4 faster 15:7 fault 81:2 95:13 faulty 62:12,15 80:3,3,10 favor 41:11 97:5 102:5 favoring 41:23 42:3 fear 76:18 fears 73:14 February 62:23 62:23 Feddersen 1:24 150:7,23	federal 33:17 fee 122:23 123:1 feedback 10:22 feel 27:8 53:24 60:19,21 68:5 68:23 95:4 117:2 142:8 feels 95:13 fees 13:18 122:12 124:11 fellow 141:21 felt 133:7,13 141:16 144:22 144:25 146:17 field 36:22 57:17 59:24 62:21 68:6,11 71:16 132:11 147:4,4 148:6 fighting 32:18,19 figure 17:15 19:14 114:10 139:7 figuring 17:8 file 1:13 4:11 18:19 74:3 110:10 filed 4:17,19 8:21 13:3 15:2 31:17 34:8 36:13 41:5 51:10 53:21 65:12 72:16 73:10 78:2 127:25 filing 144:1 final 52:3 finally 123:5 124:19 financial 44:17 112:15 find 10:15 11:8,9 33:15 64:10,22 99:5 100:4,6,7 100:10,15,25 117:6 123:24 135:5 143:23 finding 63:19,24	100:11 finds 71:19 fine 94:1 Finish 17:20 finished 4:24 77:20,22 firm 150:8 first 5:3,7,11,13 6:25 10:25 14:1 22:22 28:24 29:18 35:2 40:23,24 41:16 55:13 62:22 77:24 78:8 85:3 89:10 127:6 fiscally 10:10 Fischer 2:2,2 34:10,11,12 37:2,10 40:16 40:18 41:15 72:14 five 27:11,13 28:1 72:24 99:9 five-year 61:10 fix 14:17 79:17 79:22 80:11 95:21 fixed 66:20 fixing 9:19 95:5 fleet 9:8 flexibility 21:18 22:10,13 37:25 38:9 43:6,16,18 flexible 36:7 100:18 floor 126:17 129:13 flow 57:18,22,22 59:1,10,25 focus 39:20 44:6 46:2 47:5 76:4 83:9 90:3 focused 76:1 86:7 87:11 folks 7:18 72:22 93:5 99:13 113:15	follow 5:1 follow-up 68:15 forced 23:4 88:23 97:1 foregoing 150:14 foresee 136:11 Forest 3:9 form 36:2 52:18 144:24 formal 60:8 formed 126:22 forms 30:3 formulas 131:5 forth 6:9 12:11 24:13 101:12 101:19 150:12 forward 69:1 72:9 105:8 110:15 111:7 111:14 found 90:8 125:8 132:1,12 four 17:2,9,14,24 44:22 52:1 72:23 88:9 91:25 92:19 93:2,9 134:14 134:16,25 136:19,22,25 137:1,12,20,21 franchise 13:18 frankly 73:3 Fred 7:15 34:21 34:22 88:15 126:11 130:6,7 130:11,11,16 130:24 132:19 132:22 135:20 136:18 137:1,4 137:8,14 138:5 140:1,4 143:4 143:18,23 145:24 146:14 146:17 free 18:14 51:4 frequently 108:16 117:6,7	friendly 80:5 friends 10:1 front 99:14 102:12 134:12 frustrate 14:17 99:10 full 93:15 150:14 fully 89:25 105:24 fund 33:18 funding 33:17 funds 55:18 further 11:16 53:2 92:16 96:2 future 74:13 75:24 82:19 86:4 96:21 110:2 129:18 145:20
G				
G 4:1 gas 2:7,9 6:17,17 21:8 46:2 62:18 79:20,21 82:25 84:14 117:21 125:14 126:24 Gay 7:15 34:21 88:15 126:11 130:11 137:25 147:20 Gay's 148:1 geared 132:14 gears 77:15 general 18:22 22:4 24:19 48:13 54:3 generalization 48:6 generalized 40:5 46:4,11,15 49:18 generally 20:6 28:23 47:15 56:13 67:18 71:24 82:2 89:11 102:5				

<p>107:20 134:13 generates 51:3 generating 144:17 geographic 25:4 getting 24:18 25:7 29:20 79:11 99:10 108:12 109:7 121:5 133:2 146:25 Giboney 2:10 40:20 53:17,18 72:14 giboney@smit... 2:13 give 4:22,25 11:8 12:15 16:8 22:16 25:9,12 27:13 40:10 48:21 59:18 60:20 62:17 64:25 65:1 71:11 81:15 88:5,12 113:5 118:4 121:6 126:15,18 140:7 given 15:19 16:1 21:18 51:24 68:19 71:12 83:6 142:14 150:17 gives 14:16 16:11 17:15 31:7 146:22 glad 70:14 GMO 2:5 34:8,9 go 5:3,4,7,11,18 5:20 6:13 12:11 13:2 14:11 17:19 24:10 25:15 27:3,4,11 29:8 35:23 36:7 37:17 42:14 46:20,21 49:4 55:10 59:13</p>	<p>60:12,22 62:20 62:25,25 63:4,8 63:17 64:2,12 65:3 69:1 70:11 70:24 71:2 73:15 74:23 79:19 83:25 87:19 89:16 93:23 94:4 102:10 104:22 112:24 121:19 124:4 134:16 134:17 140:23 143:18 goal 4:20 8:13 17:13,16 21:11 27:22 33:7,8 89:6 100:13 goes 5:13,15 11:12 18:17 31:13 59:24 77:24 102:25 going 5:2,23 7:1 13:2 14:19 17:21 18:10,10 21:2 22:15 23:4 23:6,17 27:9 29:22 30:25 32:13 33:25 37:3 40:7 41:7 42:16 43:12 44:20 45:2 50:23 51:5,22 52:21 55:6,10 58:24 59:8,21 59:22 65:19 66:7 71:9,14 77:2,5,21,22 78:4 81:15 88:23 90:13 91:9 92:13 94:4 94:5,5 105:13 106:19 108:2 109:13 113:13 115:20 117:13 118:23 119:15 120:21,22,23</p>	<p>133:1 137:12 138:3,8 141:11 good 10:16 15:23 15:24 16:7 24:3 26:15 27:15 35:16 42:2 45:3 53:17 54:10 55:1,3,18 60:17 60:18 78:14,21 80:16 89:6 91:8 92:15 96:13,18 101:14 104:6,7 115:23,24 126:7 130:6,7 135:14 goods 46:14 47:25 130:23 Google 100:4 gotten 81:24 88:17 granted 141:1 great 10:21 greater 34:14 93:14 136:21 greatest 26:1 grocery 63:22 112:7,13 ground 36:23 group 7:17 15:13 25:3 105:15 126:23 127:7 130:25 133:11 142:14 147:3 groups 5:9 6:11 7:16 8:9 10:4 13:21 14:22 15:21 16:24 17:22 22:23 24:24 26:18 27:1,7 28:19 29:3,13 30:5,20 31:21 32:4,17 33:4 36:15 54:17 57:21 59:8 60:6 64:17 64:19 73:21 127:2 128:5</p>	<p>grow 135:10 141:11 growing 105:16 guaranteeing 131:24 guarantor 85:16 guess 10:25 18:23 19:9,18 22:1 34:18 91:17 guys 50:17 116:17</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>half 120:19 half-page 72:15 Hall 1:20 34:5,6 34:15 53:13,14 69:11,12,15 70:3,7 77:11,12 87:16,17,22 103:24,25 114:14,16,18 115:7 126:1 139:17,18,24 140:2 142:24 143:11 hand 8:2,2 121:19,19 131:25 handle 57:23 59:10 145:22 handled 26:23 handling 141:5 hanger 68:21 happen 59:4 113:13 114:4 happened 50:5 51:9 62:21 71:23 72:3 happening 109:23 110:24 happens 73:18 94:21 happy 47:4 53:5 54:13 87:20 hard 7:11 28:20</p>	<p>29:7 34:22 63:19 100:12 125:16 148:5 harder 18:4 100:9 hardship 69:18 69:18 107:14 hardships 78:24 Harmon 74:20 Hart 54:22 55:8 55:9 58:15 59:5 60:2 63:14,23 64:7,24 65:8 66:1,13 69:17 70:5,8,17,22 71:7,22 72:6 hate 110:16,23 hazards 90:3 head 44:3 70:6 72:2 heads 71:11 health 32:7 105:7 105:10 110:7 110:18,22 111:8 140:16 hear 6:6 16:8 63:9 145:8 heard 64:21 72:23,24 89:20 116:6 123:12 123:18 134:1,7 134:21 137:18 148:10 hearing 1:7 4:2,5 148:12 heck 98:15 held 86:10 128:3 help 33:7,14,15 67:15 82:4 99:7 115:12,21 139:12 helpful 23:22 24:18 51:16 76:1 93:8 98:18 helping 24:21 helps 115:13 Hendershot 6:20</p>
---	--	--	--	---

48:24 HERNANDEZ 3:20 he'll 32:6 high 24:4 49:7 107:15,22 134:22 higher 107:24 108:8,13 115:19 138:22 highest 17:2,8,12 17:14,23 50:9 50:10 136:18 136:23,25 137:21 highlight 13:22 78:6 116:16 highlights 116:13 hire 10:10 history 34:25 38:22 39:2,16 44:12 93:4,7 107:6 hitting 83:8 hole 33:12 123:8 home 31:5,14 47:22 74:5 79:19 82:15,16 83:25 84:8 91:24 93:8 94:15 117:15 118:20 133:3 homes 23:21 90:9 Honestly 66:1 Honor 5:21 hope 34:16 96:23 97:9 hopefully 52:17 78:3 hotline 97:25 101:13 136:8 hour 30:16 67:8 99:2 hours 31:4 66:25 67:2,11,23,24 68:1,2 98:20,23 127:6	house 44:25 45:16 71:1 90:4 91:11 108:12 109:8 110:11 110:11 household 106:6 108:22 142:25 households 119:21 housekeeping 13:4 houses 32:10 108:6 housing 106:20 107:18 108:7 108:12 109:17 120:13 121:24 122:1,3,4,15 138:19,20,24 139:3,9 huge 109:10 human 90:22 hundred 89:15 Hutchinson 10:3 104:7,8 107:19 107:21 108:19 111:17,24 113:2 114:3,15 114:17,23 115:8,13 116:7 119:5 138:21 141:12 <hr/> I <hr/> idea 89:15 96:13 IDENTIFICA... 51:18 75:4 129:6 identified 27:18 28:10 144:23 144:24 identify 66:19 68:7 130:9 145:5 Illinois 91:1,5,8 imagine 59:17 73:19 114:6	imbalance 61:6 Imhoff 7:17 126:12 immediacy 90:1 immediately 62:12 impact 82:20 84:18 impacted 85:5 impacts 85:6 imperfect 51:21 51:25 implement 11:14 12:7 implementation 143:25 implemented 82:23,24 83:1 144:10 importance 6:4 88:13 important 14:14 32:3 33:16 78:7 81:3 90:17 94:20 98:20 105:2,4 119:7 121:2 123:23 impose 73:8 impression 48:21 improve 36:6 68:16 85:23 improvement 36:1 improves 8:25 56:13 inaccurate 78:22 79:13 80:8 119:23 inadvertent 103:19 inadvertently 89:8 inapplicable 103:11 incentive 14:16 62:12 95:21,23 incidence 94:11	include 61:17 85:14 96:14 147:12 149:15 included 31:22 including 7:16 13:15 29:14 104:15 127:2,9 income 16:20 45:2,16 84:9 90:9 91:25 99:4 106:18,25 108:21,24 110:5 113:14 115:14,18,19 116:8 117:4 119:21 120:12 120:14,19,24 122:2 inconsistent 119:23 increase 57:10 58:12 79:1 85:22 105:13 141:8 increases 83:11 122:17 increasing 110:15,16 increasingly 116:9 incur 8:10 24:15 incurring 9:22 indefinitely 9:12 index 48:21,23 48:25 149:1 indexing 107:4 indicate 136:2 indicated 132:8 141:12 142:6 indicates 46:24 indication 58:4 59:3 indicator 44:19 51:22,25 individual 117:9 118:18 120:13 121:10 127:10	individuals 93:5 106:10 111:11 116:8,9 117:14 121:3,25 122:2 individual's 119:15 industry 47:2,3 128:4 inefficiencies 57:16 infer 44:25 inferences 44:21 45:7 inferential 45:19 inform 66:16 85:21 informal 12:13 information 4:20 45:6 47:9 49:5 70:10 109:20 120:1 121:17 128:12 144:1 144:21 145:19 146:1 initial 104:15 146:5 initially 34:18 43:1 input 24:13 inputs 49:13,16 49:21,21 inquiries 26:9 145:1 inquiring 146:8 inquiry 25:17,21 25:23 26:6,14 97:19 98:5,6,7 98:17 143:20 143:24 144:11 144:11,22 145:9,11,14,25 146:3 insane 124:4 inserts 29:25 inside 23:20 47:3 94:15 111:22 insist 16:9 96:20
---	--	--	--	---

100:8 insisted 96:22 installing 95:8 installment 134:11 installments 61:19 62:2 instance 57:5 94:21 101:21 105:9 107:10 instances 73:13 107:23 115:15 instantly 98:21 institution 112:15 insure 87:3 insuring 37:7 intend 13:19 intended 12:23 29:19 intends 28:14 interest 16:5,5 112:5 124:3 interested 39:19 63:25 interests 35:17 41:23 61:8 118:21 121:23 122:9 123:3 124:22,22 127:15 interim 47:13 Internet 29:5 interpreted 55:3 91:13 introducing 54:22 investigate 144:5 investigating 146:7 investigation 47:12 144:18 144:20 146:9 invited 104:17 involved 34:20 35:6,19 53:25 129:8	involving 143:20 ironic 143:24 isolated 105:18 105:20 issue 9:18 11:20 12:22 23:12 72:22,25 74:11 78:5,8 80:13 82:12 84:4 86:22 89:12 90:17,25 91:17 93:20 94:9,20 97:14 98:20 102:24 105:4 105:13 106:17 110:1,8 114:20 139:19 issues 62:12 78:7 88:5,7,9,17,19 88:22 90:7 99:14 102:9,12 104:21 116:11 139:14,20 144:14 146:7 issuing 57:17 item 146:8 <hr/> J JACKI 3:8 Jackie 104:8 115:25 JAMES 2:2 January 62:18 62:19,21 79:23 127:5 jargon 71:8 Jefferson 1:9 2:3 2:17 3:17,22 130:13,14 150:18 JENNIFER 3:20 jfisherpc@aol... 2:4 Jim 7:18 34:12 126:12 128:13 job 35:16 42:2 45:1,15 91:8	107:10 108:11 108:22,23 109:3 John 3:1 6:21,21 104:25 joint 41:4 42:20 43:17 127:18 Jones 3:20 126:7 126:10 129:7 129:16,20 130:2 147:15 Judge 1:17 4:4 5:16,25 6:4,13 13:1 33:23 34:2 34:5,7 35:4 37:1,16 40:14 40:17,22 50:22 53:7,11,13,15 69:11,13 70:15 70:18 71:5,17 72:4,7 74:23 75:1,5,10 77:9 77:11,13,19 81:4,7,12,18 83:19,24 86:11 87:16,18,22 102:15 103:22 103:24 104:1,4 107:19 108:16 111:15 114:13 114:15 115:11 115:22 118:10 118:25 126:3 129:4,14,17,24 130:3,9 137:9 139:17,21 143:9,12,16,19 145:22 146:10 146:12,16 147:14 148:8 judges 35:5 140:13 judgment 140:6 140:7 142:8 jump 9:1 jumped 40:23,24 justified 83:3	<hr/> K K 1:24 150:7,23 Kansas 34:13 35:21 138:23 Kathy 54:22,24 55:6,9 Kay 7:18 126:12 KCPL 2:5,5 34:8 34:9,14 KCP&L 127:17 keep 16:1 24:21 27:16 30:20 81:2 83:17 91:2 132:5 keeping 146:22 Kellene 1:24 150:7,23 Kenney 1:19,19 11:22,25 12:6 12:25 17:19 18:6,13,23 19:9 20:3,10,17,24 21:24 22:11,20 33:24 34:2,3 37:2,15,23 38:24 39:10,22 39:25 40:12,14 40:15 43:21 44:4 45:23 46:1 47:17 49:10,13 49:25 50:15,19 50:24 51:2,14 53:8,11,12 58:1 58:22 60:1 63:7 63:21 64:4,14 65:6,19 66:11 69:9 75:11,23 76:11 77:7,9,10 81:19 82:1,8 86:12,25 87:15 87:21 92:21 95:17 97:4 102:16,19 103:13,20,22 103:23 111:17 112:23 113:23 114:12 119:17	125:22,24 130:4,7,15,17 132:17,20 135:13 136:12 136:24 137:2,7 137:9,10,23 138:2 139:16 143:14 146:11 key 88:25 146:7 kind 10:22 18:21 25:15 26:4 31:23 32:2 36:8 71:21 87:14 93:24 99:19 106:2 107:4 117:18 120:9 133:19 134:14 134:19 143:23 kinds 92:7 108:7 109:12 knock 31:12,15 31:18,24 32:1 32:12 68:4 70:20,24 73:15 76:17 83:10,10 83:17,25 89:13 89:23 105:9 116:22 117:3,8 118:3,22 129:11 146:14 146:19 147:8,8 147:8,21 knocking 32:1,6 71:18 73:9,12 76:13 knocks 83:20 know 7:7 20:19 20:24 22:16 23:8 24:4 25:11 26:2 32:14 34:8 38:14,14,20 46:18,19 47:8 54:17 58:3,15 58:15,17,19,20 59:6,8,14 64:12 64:14 66:3,3,5 69:23 70:6,9
---	--	--	--	---

71:1,10,20 72:1 73:6,24 74:13 77:2 83:2 87:9 87:13 88:3 92:16 93:13,14 93:22 94:3,17 96:12 98:2,20 100:4 101:5 102:7 105:18 105:19,25 106:2 107:4,8 108:6,9,14 109:21 110:1,4 110:14,16,22 110:24 114:3,7 117:12,23 120:2 121:3,5 123:20 132:24 133:7 135:20 139:10 148:2 known 82:23 84:19 116:10 126:22 Kremer 7:17 126:12 147:17 147:18 Kremer's 147:3	language 27:18 27:20,22 28:11 73:11 133:7 142:2,12,17 146:19 147:13 large 78:25 80:25 107:20 134:9,9 147:23 largely 35:10 94:12,13 larger 108:14 largest 105:16 126:24 late 10:18 12:3 28:1 30:23 122:12,12,23 123:1,2 135:18 law 1:17 2:2,6,10 2:15,21 3:1,8 101:20 lawyer 41:19 100:12 layman 140:22 lead 57:10 78:23 79:12 94:12 123:7 124:14 127:12 learn 12:12 leave 22:13 118:19 133:15 145:25 leaves 42:24 leaving 61:13 68:12 led 52:10 left 73:12 133:25 148:6 legal 3:12,20 10:2 115:25 116:1,2 127:3 127:19 Legislature 64:18 legitimate 58:23 lender 48:2 124:9 lenders 63:9 64:5 64:6,23 113:16	lending 124:16 125:1,3 length 27:2 88:18 lesser 17:23 letter 31:22,24 90:6 101:8 let's 23:9 24:3 26:10 34:7 53:15 74:23 76:22 81:14 109:25 111:3 level 21:12 22:7 37:25 46:6 49:7 81:24 Lewis 2:11 Lichty 36:19 lien 110:10 liens 74:3 lieu 76:19 life 80:7 life-threatening 69:22 lifted 84:23 light 12:5 30:22 30:23 34:13 35:21 liked 26:3 likelihood 47:6 122:17 limit 16:24 17:1 limitations 118:19 limited 119:21 120:24 limiting 9:17 line 21:21 50:12 51:11 102:12 lines 99:14 134:19 141:9 Lingum 3:8 115:24,25 118:14 119:3 Lisa 7:17 36:19 126:11 147:2 147:18 list 140:23,25 141:1,3	listed 31:10 listen 102:13 Litigation 1:24 150:9 little 71:11 73:3 86:19 100:9,24 102:20,20 119:4 142:17 live 108:23 120:18 121:25 lives 54:24 74:21 living 78:24 105:14 120:13 139:3 LLP 2:11 load 44:13,14 loan 46:21 60:4 60:13,17 111:22 112:3 112:19,25 113:7,8,10,25 123:6,21 124:1 124:18 125:2 133:2 loans 112:2 113:4,21 123:16 124:4,6 124:7 125:1 133:20 located 10:17 locating 111:22 112:3 113:1,24 location 63:17 65:3,5 76:6 logged 98:7 logical 92:3 95:7 Lois 36:19 long 7:7,9 10:18 42:14 53:24 54:25 79:21 92:23 114:1 longer 31:1 33:10 34:25 61:14 105:14 134:16 long-term 147:2 look 10:21 27:12 27:14,19 28:11	35:1,23 36:9,15 45:14 46:20 49:14 61:9,10 62:23 73:7 85:4 97:12 100:7 109:13,14 112:11 123:23 131:20 138:12 138:15 139:4 140:24,24 looked 32:1 50:3 58:14 63:1 looking 28:11 40:4 59:20 81:15 112:22 130:25 135:1,7 138:8 looks 12:20 44:11,12 54:24 140:13 loophole 9:10,16 lose 88:9 105:5 lost 83:14 107:10 108:11,22,23 109:8 lot 11:12 12:10 49:21 52:6 59:13,24 60:9 63:23 64:11 66:2 69:3 87:12 88:20 91:12 108:5,9 114:7 114:25 116:8 117:4,13,22 119:5,24,24 120:11 122:14 122:18,24 124:5 131:2 132:4 133:10 Louis 2:8,22 3:3 3:10 64:9 104:10,11 138:19,22 low 56:18,24 90:9 99:4 106:23 107:11 108:21 110:5
L				
L 1:17 2:15 labeled 84:18 lack 19:10 Laclede 2:7,9 6:17 21:8 23:19 25:5 29:8,24 30:21 31:17 33:13 39:19 46:2 47:4,5 50:1 51:4,9,17 84:14 86:21 117:21 132:8 149:3 Laclede's 17:6 Lair 6:21 land 57:25 landlords 122:16 122:24 123:2				

113:14 116:8 117:4 120:12 lower 17:11 122:2 136:22 137:17 lowest 50:8,10 136:25 low-income 113:15 Luft 2:21 72:10 72:11 74:25 75:11,20,24 76:16 lunch 79:19	147:18 mandate 24:25 25:11 57:14 97:10 mandatory 57:13 114:19 135:16 manner 25:4 115:21 manners 68:20 manual 24:13 manufactured 95:9 many-year 88:16 Marc 3:15 77:25 March 7:4,8 62:23 135:3 marginal 15:13 mark 26:5 50:23 75:1 144:8 MARKED 51:17 75:3 129:5 149:2 matter 1:12 36:18 127:15 131:1,2 MAWC 75:3 149:6 maximum 16:24 17:1,22 mean 21:21 22:1 42:23 49:21 50:1 58:7 81:20 114:4 meaning 71:5 means 13:14 43:1 43:5 50:2 91:22 92:11,19 97:2,2 97:11 107:3 143:6 meant 17:25 18:1 26:23 49:2 measure 38:2,11 46:16 47:19 48:12,15 86:17 87:6,11 measured 48:16 87:4	measurement 46:15 measures 42:10 measuring 37:8 38:5,7 47:18 49:16 75:19 mechanical 94:22,25 95:6 95:15 medical 10:17 11:6,17,21 32:8 35:25 52:5 69:17,18 72:20 83:15 90:10 95:25 96:9 106:17 140:22 141:14 142:9 143:2 medically 90:14 meet 44:16 133:23 meeting 7:4 127:7 meetings 7:2 10:20,24 Megan 90:7 member 128:13 members 116:10 126:11,18 129:8 mention 88:2 mentioned 52:5 70:18 147:21 148:6 Merciel 7:18 126:12 128:13 mere 101:3 merely 31:18 91:6 merit 21:1 22:6 messed 117:16 messes 58:25 meter 8:18 9:7,8 9:14 10:5,10 23:19 24:7,19 24:21 62:12,15 62:16,19 71:6	71:10 78:17 79:11,15,16,20 80:2,3,8,10,12 80:20 81:1,14 81:16 82:2,3,4 83:5 94:24 95:3 95:9,14,15,21 meters 23:20,23 24:8,12 56:23 80:15 94:15,16 method 37:22 78:19 92:24 110:25 123:24 124:24 methodologies 132:6 137:19 methodology 131:5 132:9,15 132:18,23,25 133:2 methods 91:5,24 92:1,2,24 93:3 93:9 96:24,25 metropolitan 138:12 MGE 29:8 31:17 33:13 48:24 84:13 85:9,20 86:21 MGE's 84:15 85:9 microphone 6:5 37:14 middle 28:16 31:11 109:3 113:18 116:10 122:6 Midwest 1:24 150:8 miles 60:17 63:11 125:12,15 mind 51:15 132:5 minimally 100:6 minimize 42:10 minimum 100:15 minor 42:13 55:16 88:9	minority 8:4 41:11,23 83:5 minute 59:14 88:12 118:5 minutes 77:17 mirror 57:19 misinformed 62:10 misnomer 113:15 missing 13:8 Missouri 1:1,9 2:14,21 3:7,13 3:21,24 4:10 6:17 9:3 10:2,3 22:22 33:18 34:14 40:21 53:19 54:3 55:14 57:13 60:25 61:2 67:21 72:11 73:10 75:13 76:17 77:5 79:14 83:1,8 87:24 93:2 101:20 105:17 107:11 112:19 116:1,4 125:11 126:9 127:4,17 127:19,20 128:10 130:12 130:14 145:6 150:3,18 Missouri-Ame... 2:24 149:7 misunderstand... 39:7 mitigate 43:7 mitigated 42:16 Mitten 2:15 40:22,24 41:1 45:25 46:18 51:19 53:9,10 72:14,21 mix 26:9 MO 2:3,8,12,17 2:22 3:3,10,17 3:22
---	---	---	---	--

model 19:8 20:13 20:13 39:8,19 40:10 46:2 132:14	69:19 70:13 79:18,25 95:19 134:13,14,16 134:25	necessary 9:15 23:14 33:15 144:25 146:18	126:12	numbers 17:25 56:23 139:4,7
models 16:14	moot 14:10	necessity 89:14	nine 56:20	numerous 129:8
modern 7:23 8:15	morning 41:1 53:17,19,23 76:19	need 4:15 6:5 11:1 28:12 32:9 43:6 45:13 52:13 56:15 64:20 65:21 73:7 83:4,6 90:20 99:5 100:17 109:14 129:22 130:9 130:18 131:20 134:9 139:22 144:5,18	nonbody's 83:25	nurses 140:20
modernization 79:4 89:5	MORRIS 1:17	needed 9:5 47:12 56:22 62:11 131:6 141:17 144:20,23	nonpayment 28:3 40:4 46:3 48:9 49:17 65:17,25 66:4 73:22,25	<hr/> O <hr/>
modernize 7:22 29:19	mortgage 46:21 46:24 47:23 49:15 51:23 108:10 120:3	needs 20:20 36:2 67:19 69:1 121:8	nonprofit 116:2	O 4:1
modernized 9:5 54:6,21 79:5,8 79:14	motivated 57:6	negative 85:6	non-utility 87:5	object 18:20
modification 145:20	mouth 40:1	negotiate 18:20	normally 107:17 110:20	objection 5:9 98:23
mom 133:19	move 14:21 34:7 53:15 105:8 107:9 109:8,10 110:14 111:7 111:14 126:5 145:3	negotiated 18:21 51:10 97:13	NOS 75:8	objective 15:7 16:10 19:1 48:12 86:17 92:3 132:2 141:18
Monday 8:21 13:3,5 15:3 29:10 78:3	moves 107:25	negotiating 134:15	note 7:6 119:7 134:19 144:25	objects 66:15
money 16:1,4 27:13 31:4 108:18 110:12 113:6,11,20 117:24,25 118:8,12,17,21 118:24 119:2 120:11 124:10 125:13	moving 42:2 95:18 139:19	neighborhoods 117:5	notes 150:15	obligations 44:16 44:17
month 10:12 25:3,5,12 28:7 51:24 57:24 58:18 59:2 62:18,24,24 76:25 114:24 114:25 115:15 120:16,23 122:5,6,7,22 123:1 124:10 134:24 135:1 137:5	multifamily 117:5	neither 95:12	notice 8:17 12:15 28:18,20 29:3,6 31:21 67:23 68:19,20 83:13 90:19 91:16 101:5,14 102:4 117:9 146:21	obscure 97:21
monthly 62:1 78:25 108:17 120:19 122:3,4 136:17 141:6	multiple 132:20 132:22	net 92:12 93:11	noticed 31:24 79:19	obtain 9:6 18:15 33:5 57:3 61:11 80:20 134:4
months 16:4 27:5 27:7,8 62:7,15	multiyear 88:21	never 6:25 51:15 59:6,11 74:10 93:6 125:11	notices 12:11,16 29:15 57:17 67:17,22 71:13 101:18	obtained 10:6
	Mulvaney 35:5	nevertheless 139:13	notification 68:13	obtaining 140:17
	municipalities 74:1	new 9:12 16:12 34:16 36:1 44:16,17,23 52:6,8 76:9 83:3 113:10 127:11	notified 106:5	obviously 74:15 116:13 118:6
	mutually 24:16	Niemeier 7:19	notion 86:15	occasionally 32:5
	myFICO 131:10		November 135:3	occasions 56:2
	<hr/> N <hr/>		number 8:22 9:17 16:11 23:24,25 54:14 56:17 57:11 59:20 70:4,6 74:14 85:5,9,11 86:21 89:12 97:25 101:15 135:23,24 138:4,5 141:6,8 141:24,25	occur 30:13
	N 4:1			occurred 10:19 12:2
	name 6:16 34:12 40:25 55:9 77:25 115:24 126:8			October 1:8
	NARUC 141:20			odds 97:14
	National 85:12			odyssey 88:16
	nature 133:4			offer 61:23 69:18 77:14 116:12
	near 145:20			offered 53:23
	necessarily 65:22 134:12 144:3			offers 129:1
				office 3:15,18 12:13,14 27:17 78:1 89:11 104:25 116:15 126:25 144:7 144:13 145:7 150:17
				officer 5:19
				offices 12:16

<p>125:6,6 offset 13:10 oftentimes 146:6 okay 22:21 30:8 31:9 39:5,25 40:12 50:5 55:16 60:1 65:6 70:7 72:4 81:18 92:22 103:20 115:22 129:4 130:3 137:7 143:18 148:8 Oklahoma 142:2 old 14:23 41:17 108:6 138:20 138:24 139:9 older 89:24 105:15 Olive 2:7 once 82:23 114:24 122:5 122:11 123:11 onerous 124:24 ones 49:22 88:1 88:10 92:15 95:7 113:16 137:17 one's 23:4 47:25 48:1 ons 50:4 OPC 10:1 23:10 26:10 28:10 55:24,25 62:5 62:10 67:1 127:17 OPC's 56:25 57:1,9 62:6 67:1,10 135:15 open 5:6 29:23 85:2 99:9 126:17 129:13 opened 59:5,6,11 operating 96:8 operations 34:14 104:9 144:15 opinion 40:10 65:21 66:9</p>	<p>75:15 92:2 126:16 135:19 opportunities 125:5 opportunity 4:25 22:17 31:7 52:23 65:13 67:4,5 78:4 85:18 93:6 117:22 118:7 142:14 oppose 60:7 62:6 92:13 opposed 38:6 41:13 42:22 46:3,25 91:3 94:8 100:23 101:3 102:5,6 opposes 57:14 67:2 opposition 5:15 5:17 96:1 option 31:18 42:25 56:2 60:21 61:24 76:20 81:15 92:22 115:18 options 56:4 60:16 64:11,25 65:1 112:6,17 order 43:7 60:10 68:10 88:6,11 88:13 91:17 ordered 5:18 organizations 4:13 6:23 original 21:14 originally 124:12 ought 43:22 47:2 147:10 outcome 8:22 outputs 65:23 outside 30:12 47:2 117:15 overall 44:10 overcharge 27:11</p>	<p>overcharged 27:12 overcharges 61:11 78:23 overlook 83:16 overnight 99:12 overwhelming 41:14 owning 91:24 oxygen 142:25 143:6 oxygenator 143:5 o'clock 30:23 99:9</p> <hr/> <p>P</p> <hr/> <p>P 1:19 4:1 page 9:4 22:22 22:22 23:9,10 25:14 26:25 28:15 29:13 30:8 31:9 55:13 56:8 60:25 paid 25:7 39:14 58:18 59:22 76:7,8 96:15 107:7,12 109:16,17 123:4 124:16 Pandora's 29:23 paper 96:24 144:9 parameters 30:12 Park 3:9 part 8:12 35:12 36:6,11 42:7 95:11 97:16 106:8 111:25 142:5 participate 38:21 participated 41:18 104:13 particular 9:24 11:15 42:1 47:13 51:24</p>	<p>57:24 65:5 98:14 109:2 114:24 particularly 9:1 52:22 112:5 parties 4:19 10:23 42:18 51:11 52:23 53:4 126:20,22 partners 112:12 party 92:4 93:24 104:17 passed 27:21 passing 80:7 pay 8:3,5,11 11:9 14:6,8,13,15,18 15:9 16:2,12,22 17:1 28:1,6 32:22 33:14 41:12,13,24 42:3,7 43:1 44:7 46:25 51:23 54:10,11 58:8,13 59:1 60:8,11,18 61:3 61:24 62:1 63:15,17 64:13 65:2 76:8 106:20,21 107:17 108:17 109:18 110:3,6 110:20,21 111:22 112:3,7 112:24,25 113:3,4,6,8,24 114:2,21 115:4 115:10,14 120:16,19,23 120:24 121:7 121:10 122:19 122:22,23,25 123:1,19 124:1 124:6,21,23 125:12,14 131:23 133:19 135:1 138:19 payday 58:11</p>	<p>60:4,13,17 111:22 112:2,3 112:18,19 113:4,7,16,25 123:6,16 124:1 124:3,6,7,8,16 124:18 125:1 payees 117:14 paying 8:10,10 15:20 28:7 33:11 37:8 47:6 48:10 56:3 79:7 85:15 107:6 110:19 113:9 117:12 119:10 119:15 135:12 136:3 138:22 140:17 payment 13:16 20:1 22:4,4 31:8 38:6,21 39:2,16 42:22 43:13 44:12,16 45:5 46:16,17 49:3,11,14,17 49:23 51:23,24 55:15,22 56:5,9 60:21 61:17,18 61:25 65:4,24 87:5 90:19 96:22,24 97:2 97:11,22 99:8 115:15 117:22 118:2,4,20 122:18 123:11 123:12,21,22 136:2,6 138:18 payments 21:6 23:6 46:25 49:15 58:12 60:12,14 63:13 63:20,25 64:10 96:12 119:16 122:10 123:10 123:15,17,20 125:18 136:3,9 136:10</p>
---	---	--	--	---

pays 39:9 43:10 135:18	personnel 68:6 68:11 71:16 82:14	125:2	98:22	68:12
penalize 133:23	persons 29:15	placing 95:6	possible 4:21	prepared 11:13
pending 11:16	person's 19:19	plan 6:8 99:8 134:11	44:24 55:2 70:3	12:7 23:7 72:15
pendulum 41:11 42:2,15	46:16 49:14	please 6:14 34:11	78:12 79:16	128:13
people 4:13,14	perspective	40:25 72:10	80:11 83:13	presence 68:8
11:5 18:19 23:6	88:24 91:18	81:12 86:6	92:8 129:18,21	present 147:16
23:25 24:11	94:10 95:2	87:21 126:8	possibly 97:13	150:10
31:5 32:10,14	102:13,21	pleased 8:22	post 125:5,6	presented 127:22
58:17 64:12	120:10	plenty 89:20	postdated 124:8	preserved 96:25
70:23 71:2 77:1	phone 28:20	podium 4:23 6:1	posted 100:2	president 104:8
77:2 90:15 97:6	30:19 31:20	37:17	Poston 3:15 5:14	presiding 1:17
98:15 100:24	67:25 68:15	point 11:14 13:4	77:24,25,25	5:19
102:11 105:14	76:19 91:4	14:14 16:21	81:4,6,11,13,22	pretty 16:7 24:5
106:19 108:6	101:15 119:19	17:25 18:23	82:3,11 83:23	49:7 69:19
108:21 112:2	121:5	22:6 26:3,7	84:2 86:12,18	71:25 109:19
112:24 113:5	phrase 13:10	27:24 28:12	87:9	prevalent 108:20
113:11,14	physical 68:9	29:24 39:15	potential 44:11	prevent 118:5
141:14 147:2	physician 10:16	41:8 45:24 48:3	101:25 128:14	previous 78:13
People's 104:9,10	31:22 36:7	52:3 58:9 84:21	147:9	previously
percent 10:9,12	129:12 140:13	117:19 118:9	potentially 19:10	116:10
16:6 23:20 90:9	140:13	120:21 126:21	power 34:13	prima 91:24 93:3
94:14 112:4	physicians 12:16	127:12 134:10	35:21 99:11	93:9 133:15,24
124:4	140:9,20	137:16 139:1	powered 90:10	primary 86:8,9
perform 49:9,10	physician's 12:13	146:18 147:12	practice 80:10	102:8
period 12:17,19	12:14 69:4,16	148:1	86:3 118:7	prior 67:23,25
28:2 30:2 61:5	139:25	pointed 119:17	123:7	68:1,2 76:6,6
61:5,12,14,20	pick 10:11,11	points 120:6	practices 1:13	116:11
61:21 62:2,3,7	58:7,13 114:22	134:18	4:7 61:1 85:4	priorities 106:24
63:3,3 126:21	picking 58:24	pole 71:3,5,6,9	128:18	prioritize 110:5
134:13	picture 107:1	policy 32:25	predators 125:1	priority 88:6
permission 37:12	109:23	88:22 93:16	predatory 63:9	91:18 119:20
86:2	piece 144:9	polite 98:2	64:5,6,23 125:1	private 26:19
person 16:21	place 29:25 31:19	poor 28:1 32:7	125:2	pro 11:4 26:11
32:6 45:2,15	73:1 81:3 83:18	32:11 105:25	predict 49:6	probably 22:13
70:23 91:10	84:16,25 89:9	108:12,21	predictors 49:23	26:7 35:13 38:1
100:7 103:11	89:14 112:8,22	113:19 116:9	prefer 10:7 24:19	64:22 70:2
105:12,12	114:9 128:22	pop 133:22	43:1 94:24 96:8	71:23 87:1
106:5,16 107:7	132:16,23	population	100:18	93:20 96:7
107:25 108:8	133:25 134:4	105:14,16	preference 77:23	100:7 109:6
108:22 109:16	137:19 141:25	108:25	99:22 132:13	problem 9:19,25
109:17 118:22	150:11,16	portable 143:6,7	preferred 24:15	11:18 12:24
124:17	placed 83:4	position 32:25	24:25 25:9	14:17 23:21
personal 91:16	places 32:2	41:3 42:15	57:13 114:20	25:13 28:10
personally 93:6	110:24 111:23	76:15 114:19	136:2	29:6 42:5 72:25
120:2,6 150:10	113:25 114:7	127:22	premarked	79:22 80:12
		positive 85:6	129:2	91:5 94:16,17
			premises 68:10	94:25 95:15

97:17,24 98:4 99:16 117:17 118:15 140:3,4 problematic 120:7 problems 11:6 55:4 63:24 70:21,22 94:11 94:14 proceed 144:21 proceeding 34:15 41:16,18 52:25 53:1 104:14 proceedings 1:6 150:10,13 process 10:17,19 10:21 11:1,2,19 12:3 14:10 16:17 26:19 34:20 36:5,8 73:1 88:21 99:19 100:21 126:20 129:9 132:16 133:6 135:23 138:8 146:4 product 19:21 products 20:7 professional 142:9 program 11:3,12 30:1 33:19 35:25 programs 11:17 115:20 prohibit 85:25 prohibited 135:4 project 7:12 promote 139:11 proof 123:14 properly 130:20 property 74:4 107:25 108:2,4 108:15 109:9 109:11 proposal 47:14 52:17 62:6 78:9	80:14,21 82:13 93:22,24 97:18 129:21 135:15 135:15 proposals 4:6 52:6,9,16 127:11,11 propose 129:25 proposed 1:12 4:9 5:10 9:12 11:3,11 15:15 26:1,10,12 35:20 42:1,13 42:14,21 43:15 43:17 52:4,10 52:20,24 54:5 57:2,10 60:7 61:3 84:11 85:24 88:25 91:4 93:1,1,25 94:23 127:24 128:1,6,21 129:19 142:3 142:11,16,22 proposes 130:1 proposition 48:13 protect 80:25 protected 80:9 protecting 85:10 86:7 protection 80:23 81:3 87:3,8 106:6 protections 32:19,20,24 33:2 89:9 103:16 105:6 111:8,11,13 protective 101:14 protects 124:25 provide 16:3 30:3 43:25 57:4 60:10 66:18 74:1,2 78:19 79:5 84:9 143:6	144:16 provided 50:25 57:7 62:9 73:23 76:17 88:11 94:3 128:19 provider 116:2 provides 16:10 18:8 20:4 30:14 81:20 providing 11:4 22:2 38:21 67:6 100:14 provision 9:4 11:16 67:19,23 68:5 84:6 provisions 12:20 61:17 103:9 proxy 14:4 PSC 143:25 public 1:2 3:15 3:15,18,19,21 3:24 4:11,21 27:18 36:14 77:24 78:1,2 86:7 89:12 93:16 100:14 104:19,25 116:16 126:9 127:1 130:12 136:7 141:19 145:6 published 4:10 127:14 128:6 128:10 pull 82:5 pulled 120:3 purchase 130:21 purchasing 46:12,13 47:22 47:23,25 130:22 purpose 7:20 11:7 13:9 14:2 17:4 18:3 54:18 54:19 66:21 68:8,12 78:10 78:12 83:4 86:8	86:9 145:4 purposes 39:1,10 47:20 pursuant 61:25 purview 128:17 put 13:4 18:9 30:6 35:7 40:1 70:12 87:13 94:9 100:15 110:18 120:10 142:13 146:2 P.C 2:16 p.m 30:11,12,21 30:22 98:24 148:13 P.O 2:12,17 3:16 3:21 130:13 <hr/> Q <hr/> qualify 29:15 121:7 quality 108:12 quarter 16:6 question 10:25 11:23 16:20 18:7 19:10 26:5 37:3 38:1 39:6 45:24 46:9,10 50:25 58:2 63:8 65:20 69:12,13 69:25 70:15 75:16 76:12 81:8 83:20 86:20 87:1 99:19 101:4 111:19 114:16 121:21 129:15 135:14 136:13 143:17 144:7 145:3 questions 5:1 33:21,25 34:4,6 36:25 43:20 53:5 69:7 74:22 75:10 86:24 87:17 102:14 103:21 114:13	116:17 119:17 125:21,22 126:1,13,19 129:10 130:3 142:15 143:12 146:10 quickly 95:21 135:10 quite 26:2 54:1 70:1 109:4 114:18 138:9 138:17 <hr/> R <hr/> R 4:1 150:1 raise 57:18 raised 36:12 78:5 range 65:14 ranges 66:8 rate 19:6 21:8 24:4 106:15 144:8 ratepayers 62:7 135:11 rates 42:8 79:7 124:3 135:12 rating 15:19 reach 126:20 reached 141:18 read 10:5 13:13 23:22 24:11,19 32:17 72:17 73:2 78:4 79:11 80:12,15,19,20 80:24 81:10,16 93:23 136:14 readers 9:8 10:10 23:19 readily 100:6 reading 8:18 9:14 12:19 14:3 24:21 62:16 78:18 81:8 82:4 118:11 readings 9:7 24:1 57:4 reads 23:12,13
--	---	---	--	---

23:17 24:7,16 28:13 57:3 80:8 80:22 ready 20:23 30:18 real 24:3 42:5 58:22 72:19 realities 47:1 realizing 131:3 really 12:22 14:8 16:20 28:6 31:25 32:3,13 39:19 40:9 42:2 54:25 57:23 59:23 60:22 63:4 66:8 74:15 83:7 88:10 107:21 108:11 132:6 reason 57:21 67:13 71:3 79:10 80:18 81:13 118:2 146:4 reasonable 28:9 42:9 127:14 128:7 reasons 68:8 82:17 89:23 109:12 recall 118:10 receipt 117:17 receive 14:5 30:15 67:8 118:23 120:17 122:1,2 123:11 123:12 144:15 received 4:12 70:10 75:6,7,8 149:2 receives 117:10 receiving 96:18 120:14,15 122:17 recognition 53:23 recognize 7:15	12:14 46:12 79:4 110:7 recognizes 78:15 recommend 146:19 recommended 67:20 85:11 recommends 61:22 127:22 128:9,20 reconnect 99:2 record 13:14 45:5 75:6,7 97:21 101:6 129:3 130:10 records 98:10 109:20 red 11:12 reduce 27:7 33:16 58:6 123:10 reduced 106:18 106:25 reduces 56:14 95:22 reestablished 99:7 refer 10:4 32:15 140:23 reference 61:17 146:2,3 referenced 41:15 refers 67:23 103:8 refinement 92:17 reflect 19:15 54:6 56:11,11 107:17 reflection 106:23 106:25 reflects 130:21 refund 16:4 27:11 refuses 66:17 regard 8:15 19:22 36:10 65:9 73:9 87:6	115:12 120:9 121:1 regarding 37:5 51:20 52:4 76:12 91:21 126:16 regards 37:19 61:1 Register 4:10 9:3 22:23 55:14 56:8 60:25 93:2 128:10 registered 28:18 registering 79:20 regular 10:19 16:19 45:2,16 91:25 regulate 92:15 regulated 54:9 54:12 126:25 128:24 regulation 36:3 regulations 35:2 REGULATORY 1:17 rejecting 85:24 related 35:10 38:5 40:4 relationships 60:8 relative 22:3 relatively 47:19 48:3 relevant 7:22 reliable 17:7 relied 121:17 relieves 92:25 relook 82:5 rely 109:21 relying 119:22 remarks 33:20 69:7 remedies 110:10 110:13 remedy 74:7 83:12 98:22 remember 35:4	41:19 64:18 118:11 remote 8:18 24:21 62:15 68:15 remotely 9:7 82:20 83:6 remove 26:11,16 128:14 removes 95:20 removing 90:21 103:16 renders 14:9 rendition 22:24 renewable 12:19 rent 122:19 rental 109:9 reopen 145:25 repairs 56:22 repeat 4:15 56:2 repeatedly 43:9 repeating 41:7 reply 72:16 report 39:13,16 65:17 66:4 80:16 107:3 reported 1:23 40:8 79:21 Reporter 51:18 75:4 129:6 150:8 reporting 21:3 38:15,18 39:2 46:5 51:3 85:19 119:11,25 120:4 121:12 121:13,15,19 reports 82:10 93:15 represent 44:10 53:19 116:7 125:10 128:7 representation 116:20 representative 117:14 131:8 representatives	126:23 representing 6:17 34:13 53:18 87:23 122:15 126:9 request 30:16 37:13 67:8 69:20 98:10,12 132:24 140:10 requested 29:2 66:17 requesting 132:25 requests 145:19 require 20:11,15 23:11 25:2 28:19 78:11 85:3,16,20 86:1 required 43:25 45:12,22 68:6 68:10,11 76:20 85:18 87:6 124:8 134:12 requirement 20:11 42:8 66:16,22 70:20 76:13,22 80:14 82:14 83:21 99:21 131:15 requirements 44:16 100:15 133:16,24 requires 113:17 121:14 requiring 9:18 29:14 32:12 43:3 97:5 reraise 78:5 research 123:23 resident 82:15 residential 1:14 4:8 7:25 54:8 resident's 82:16 resolution 85:13 resolve 62:11 88:19 94:7 resolved 9:24
--	---	---	--	---

RULEMAKING HEARING 10/10/2013

88:19 140:16 resources 11:9 33:15 84:10 respect 19:11,19 19:21 20:5 21:5 21:25 22:1 46:17 48:6 49:11 65:22 102:21 respective 6:22 respond 4:18 5:4 55:11,23 105:2 106:2 121:16 121:16 144:16 response 55:15 56:10,25 62:4 67:1 98:12 responsibilities 100:5 responsibility 9:19 57:3 90:23 111:9,10 responsible 10:13 rest 13:12 restoration 30:16 67:8 restore 68:14 restored 67:6 restricting 78:20 result 54:20 55:4 56:15 57:16 61:6 107:14 resulted 61:4 results 85:17 retain 89:3 92:10 101:7 revenue 42:7 review 7:5 11:16 28:12 127:21 reviewed 22:16 127:16 reviewing 139:7 reviews 136:19 revise 4:6 revised 68:21 Revision 149:15	revisions 7:6,21 41:25 78:13 127:8,13,24 128:9 reworded 67:19 rewrite 35:6 Rick 2:6 6:16 53:23 65:11 rigging 33:9 right 6:20 15:13 15:15 18:11 19:5,6 23:16 25:16 27:4,19 28:11,16 31:11 52:1 63:23,23 64:12 66:2 69:3 76:4 77:15 81:21 84:2 98:2 111:13 114:19 137:4,11,25 148:8 rights 89:9 99:23 99:24 100:5 101:18 102:7 103:3,5 128:7 risk 15:23,25 16:15 19:19 20:5 21:5 28:3 37:8,9 38:5,7 40:4,5 45:3 46:2,4,15,16 47:18,20 48:2,9 48:10,16,16 49:17 50:13 65:24 75:19 78:22 86:17 87:4,4 94:25 95:5,6 110:18 110:22 117:2 119:14 135:9,9 rmitten@bryd... 2:18 Road 2:22 ROBERT 1:19 role 34:17 rolling 69:19 Ron 6:18	roughly 25:3 72:19 routine 118:6 122:7 RPR 1:24 150:23 rule 7:6,20 9:5,10 9:12 10:14,17 10:18 12:12,19 13:5 14:22 15:15 16:23 17:4 18:8,24 20:11,15 21:1 22:7,9 25:10,17 25:20,25 26:12 26:13,25 27:4,6 27:17,18,25 28:5 29:9,10,12 29:12,14,16,20 30:2,5,24 31:12 31:12,24 32:1,8 35:11,13,15 37:5,21,24 38:11 43:15,20 44:22,23 45:8 47:16 52:1,4,7 52:10,11,14,18 52:20 55:2 60:7 68:21 71:13 73:10,12,23 74:16,20 78:10 78:10,14 81:20 81:25 84:6 88:25 91:1,2,6 91:13 92:25 93:17,25,25 94:23 96:2,9 97:10,16 98:25 99:21,25 101:5 101:23 103:3 103:10 104:14 105:8 126:16 127:13 128:1 129:11,22 131:14 134:6 135:4 137:15 138:6 142:3,11 142:16 144:23	145:4 146:20 147:8,11 148:7 149:13 rulemaking 1:7 1:12 4:2,5 29:18 30:7 41:15,18 42:1 52:15,24 53:1 82:22 129:3,9 142:23 148:12 rulemakings 130:1 rules 4:7 5:10,17 7:2,22 8:7,16 8:25 11:6 14:23 14:24 16:3 24:24 25:22 26:21,23 29:20 32:21 33:9 41:10,16 42:12 54:6,18,21,24 55:4,5 56:13 57:3 67:4 74:22 81:23 85:1 86:8 89:5 91:20 94:10 100:1,2,7 100:10,14,15 100:16 102:5 129:18 141:25 run 59:8 78:22 112:19 running 59:15 rural 60:10 63:19 64:5 112:10 124:20 125:9 125:18 138:11 rush 58:25 Russ 41:1 RUSSELL 2:15 <hr/> S <hr/> S 1:19 4:1 sacred 10:5 safe 146:21,23 148:4 safeguards 52:5 72:20	safety 68:8 70:19 73:14 76:18 83:9,10,17,20 88:14 89:13 90:3 92:12 93:11 105:7,10 110:7,18,22 111:8 116:23 116:24 117:2 Sandel 90:7 Sarah 2:10 53:18 55:9 Saturday 84:17 savings 113:20 saying 6:24 37:24 46:5 61:22 63:14 64:1 71:23 98:3 says 7:5 15:15 18:24 23:2 28:5 31:13 98:25 101:5 scale 51:4 scary 147:6 scenario 71:21 schedule 5:2 94:15 scientific 133:9 score 15:11,17,22 18:9,15 19:1 20:4 21:12,13 21:14,19,22,23 45:3,9,11,17 46:11,23 48:13 49:8,19 50:7 51:3,6,6,20,21 85:17,22,23 106:22 107:11 107:16 109:15 119:4 120:7 133:17,22 134:8 138:3 scores 43:23 44:6 44:9,18 46:20 47:2,15 50:7,8 50:10 106:11 109:22 119:8
---	--	---	---	--

RULEMAKING HEARING 10/10/2013

119:25 120:4,5 121:9,14 131:11 scoring 8:18 15:1 15:4,7 16:10 18:7 19:14 20:16 21:3 22:3 37:4,7,20 38:5 38:25 44:5 47:18,21 48:7 48:22 65:10,11 65:14,23 66:8 74:8 75:14,18 76:1 84:5,12,16 84:20,25 85:2,4 85:7 86:1,14,16 87:2 91:21,22 92:5,6,14 93:14 109:13 119:23 129:13 130:5 130:19,20,25 131:4,5,9 132:3 132:3,9 133:14 134:3,20 135:7 149:4 season 63:4 second 14:14 29:24 63:8 91:17 secondarily 130:19 Secretary 93:2 section 9:2,2,21 9:24 14:24 22:21 23:8 26:21 27:23 28:15,17 30:9 31:10,10,11 42:20 secured 48:1 security 117:15 117:16 118:15 see 4:13 7:12 8:1 20:25 23:9 26:10 32:6 49:22 50:12,16 50:17,19 59:20	63:5 64:4,5,6 68:25 69:1,3 72:22,23 73:22 77:4 82:5 83:7 88:1 94:22 96:21 101:7 105:10,12 106:6 108:9,17 109:25 110:2 110:16,23 111:3,12 116:9 124:10,19 125:17 138:17 142:11 147:7 seeing 142:3 seek 15:8 23:11 23:13 27:1 28:19 30:5,20 31:18 seen 84:24 106:14 122:14 122:15 123:13 141:15 147:5 segue 135:14 self 80:22,24 81:10 82:9 send 12:16 14:11 23:23,24 28:20 69:20 80:11 145:15 sending 25:6 67:23 81:17 senior 3:15,20 6:19 141:12 sense 30:24 32:14 80:1,2 135:6 sent 38:17 96:15 140:12,21 141:21 sentence 13:13 13:13 26:5,6 separate 52:14 88:4 September 63:2 128:11 serious 78:24 serve 14:3 111:2	135:25 served 62:8 66:21 serves 104:10 service 1:2,13 3:21,24 4:7 13:17 14:1 19:20 29:5 30:16 31:6,13 31:14 32:5,11 33:6,10 43:24 44:1,3,8 49:18 57:6 61:1 66:18 66:23,25 67:5 67:12 68:11,14 69:23 76:5,9 82:16,20 89:17 89:18 90:24 99:3,5,7,9 101:2,11,17,19 101:21,23 102:1 103:1,1,4 103:6,7,9,11 104:19 105:19 109:25 110:3 119:9 121:1,3 126:10 130:12 131:24 136:7 140:15,17,18 144:7,8 145:6 services 1:24 3:12 6:19 7:18 10:2 18:14 19:16 20:6 46:12 48:8 54:23 62:9 78:19 97:25 116:1,1,2 120:20 121:11 127:4,19 130:12,22 132:11,15 143:5 144:14 144:15 147:19 150:9 set 5:2 24:12 42:8 52:14 58:10	59:7 66:7 69:2 97:19 121:21 128:23 135:16 150:11 sets 19:2 100:23 seven 34:21,25 56:19,22 104:18 sewer 73:22,25 74:2,5 110:4,9 110:10,15 111:1 126:25 128:16,21,22 149:15 share 33:8 130:17 shared 116:7 sharpen 29:19 shed 12:5 sheet 150:12 short 72:15 shorten 62:6 Shorthand 150:8 shotgun 71:21 shout 91:14 show 15:12 84:7 showed 12:4 shows 39:8 46:14 46:19 123:13 shut 73:25 74:5 90:13 shutoff 73:21 shutoffs 76:23 shutting 74:7 82:15 side 55:2 77:16 77:20,21,22,23 95:12,13 104:5 138:10,10 139:10 signal 14:7 24:18 signed 28:21 116:13 significant 52:20 significantly 137:6 similar 11:3	20:12 21:13,14 142:12,20 simple 26:8 simpler 15:7 simplifies 26:4 simply 10:9 17:16 78:17 89:16 91:14 135:22 138:24 140:21 144:6 145:5 single 7:13 124:9 sir 18:12 72:9 103:23 site 60:18 sites 60:4,13 situation 22:14 47:16 73:19 89:21 90:2,11 90:14 91:7 93:5 101:17 118:17 141:23 situations 24:17 147:5 situation's 89:22 six 27:7 62:7,15 slate 74:11 slice 46:6,22 slices 44:5 slightly 17:11 39:3 67:20 slippery 122:11 123:8 124:5,15 slope 122:11 123:9 124:5,15 small 8:4 13:4 41:23 83:5 smaller 63:24 112:14 Smith 2:11 social 32:11 67:12 99:5,8 105:19 106:1 117:15,16 sold 110:11 somebody 44:25 71:18,19
--	---	--	---	--

142:25 somebody's 76:23 someone's 31:14 somewhat 100:17 131:15 139:14 147:5 soon 79:16 80:11 83:8,13 sophisticated 16:13 89:8 92:6 sophistication 93:14 sorry 17:18,20 71:8 111:25 114:17 126:10 145:23 sort 12:3 88:12 92:12 93:11 sought 54:21 sounds 40:1 source 16:19 45:1,2,16 84:9 91:25 South 2:11 spanned 126:21 spans 104:12 speak 5:23 6:8,10 6:11 20:25 55:6 60:3 84:14 148:9 speaking 134:13 special 61:14 specific 19:8,8,24 42:17 76:9 102:23 126:18 132:25 specifically 20:4 21:4 22:3 23:19 38:5 49:17 55:7 87:4 129:11 132:24 142:1 specificity 46:7 specifics 59:18 specified 38:11 specifies 81:23 specify 21:2 22:9	specifying 22:6 37:6 speed 63:15 65:2 spent 127:7 147:24 spit 17:6 spoke 5:20 142:1 spot 51:12 spread 25:2 134:25 Springfield 138:13 ss 150:4 St 2:8,22 3:3,10 64:9 104:10,11 138:19,22 staff 3:24 5:3 7:11,13,15,16 8:13,16,23 9:24 10:10,12,16,22 12:4 14:25 17:10 29:21 35:16,20 36:2 41:19,20 42:1 42:13 43:16 54:5,20 55:12 55:15 56:10 57:2 66:15 67:17 68:4 88:16 126:6,9 126:11,17 127:13,15,21 128:1,4,8,13,20 129:1,2,5,8,17 129:21,24 130:1 133:12 135:19 139:6 140:9,9,21 141:5,16 142:4 142:22 143:13 144:14,15 146:13,18 147:13,15,21 Staff's 27:22 54:19 61:3 126:16 149:10 149:13	stakeholders 35:18 standards 56:9 128:23 stands 27:6 start 58:24 76:8 98:2 112:22 116:21 started 7:8 141:10 starters 83:2 starts 26:25 state 1:1 11:17 20:12 33:18 59:21 68:23 85:12 93:2 105:16 107:9 114:6 138:10 138:11,11,17 139:10 141:19 141:22 142:6 147:23 150:3 150:18 stated 66:5 82:17 137:24,25 138:6 statement 15:3 64:21 69:20,21 76:12 statements 142:15 states 91:6 141:24 142:20 statewide 138:9 state's 124:22 126:24 station 60:18 124:17 stations 60:11 111:22 112:3,7 123:19 statistical 16:13 statistics 19:25 status 38:17 statute 27:20,23 27:24 28:13 73:24	stay 35:19 86:6 Stenotype 150:13 150:15 steps 68:14 sticking 139:18 stock 108:7 138:19,20,24 139:3,9 stolen 117:7 stop 14:18 30:21 36:24 56:23 stopped 79:20 store 63:22 64:12 64:15 112:13 112:14 119:19 stores 112:4,7,14 112:19 113:7 stories 89:19 90:16 99:15 116:18 146:24 stranger 71:19 street 2:7,11 3:16 3:22 125:14 streets 9:9 stress 39:15 strictly 39:8 strike 8:7 32:22 strikes 27:8 strongly 62:5 68:5 101:1 struck 10:13 struggle 139:14 student 133:18 133:20 studied 90:7 studies 15:12,19 19:22 136:1 study 46:14,19 48:3 58:16,21 59:19 85:3 86:19 90:8 138:15 subcommittee 141:20 subject 9:4 22:25 36:18 131:1 subjective 14:23	16:16 48:14 86:16 131:15 131:16 133:10 140:6 141:17 142:7 submitted 104:23 127:17 subsidized 120:13 121:24 122:1 substantially 35:7,20 substitute 105:25 substitutes 32:11 suddenly 71:18 sufficient 55:18 56:6 87:3,7,10 suggest 5:10,12 11:15 86:18 suggested 13:2 14:25 26:18 44:6 54:16 55:5 73:10 137:16 149:13 suggesting 15:3 36:2 55:25 81:9 suggestion 13:24 suggestions 13:21 35:22 54:15 suggests 44:15 56:6 62:11 84:21 Suite 2:3,11 3:16 summary 126:16 summer 30:22 super 6:3 superior 47:15 supervisor 54:23 supplies 38:4 support 54:13 57:9 88:1 89:11 139:11 supported 67:12 supportive 67:18 supports 56:11 127:13
---	---	--	--	---

supposed 5:17 29:11 47:19 suppressing 33:4 33:6 surcharge 13:17 sure 12:3,23 15:25 22:11 28:13 32:15 37:15 58:21 64:21 69:21 70:9,9,17 73:4 75:18 89:7 90:20 91:10 96:6,17 97:8,10 97:13,19 98:9 98:17 102:2,7 103:2 105:5,11 107:21 111:6 surprise 77:3 Swearengen 2:16 swing 41:11 switch 77:15,21 77:22 143:8 system 17:6 20:20 23:18 24:6,9 79:5 83:3 102:3 144:1 systems 17:5,17 18:2 79:5,14 145:19	64:10 74:12,22 75:13,20 76:14 77:16 90:6 96:9 98:3 111:6 112:12 113:4,7 113:9 119:20 124:6,18 133:1 133:20 134:4 135:2 139:5 147:1 taken 41:4 73:7 77:18 94:16 123:16,21 134:13 140:18 takes 43:5 114:7 132:4 142:7 talk 47:4 48:25 52:23 89:13 105:1 130:4 139:24 talked 44:2 111:20 132:11 talking 20:21 38:25 39:2,4 63:9 64:16 80:1 80:3 134:20 talks 31:13 tanks 143:7 tape 11:12 targeted 15:8 tariff 17:3,10 18:9,18,19 19:2 19:5,6,7 21:9 21:16 22:15,15 51:10 65:12 86:2 99:21 100:9,11,23 137:11,13,24 138:1,4,6 tariffs 7:17 61:9 84:13,15 100:23 taxes 13:17 team 34:21 technical 35:22 36:15,20 technically 123:2	technician 31:6 31:13 70:20 147:4 technicians 32:11 146:25 technician's 32:5 technological 54:6 89:14 technology 7:23 8:15 56:12 81:24 82:21,22 82:23,25 83:7 89:5 tell 8:20 31:15 90:15 99:15 109:22 119:1 134:22 143:4 146:24 ten 28:25 29:1 tenants 122:15 122:25 tend 15:11,12 30:21 31:5,5 tends 16:22 17:11 29:21 tense 73:19 ten-minute 77:16 term 42:23 144:22 terminology 144:11 terms 37:6 50:13 75:17 108:10 140:22 tested 49:24 50:1 50:1 142:21 testified 74:19 134:2 141:8 testify 104:5 126:4 testimony 104:23 111:19 testing 20:5 49:6 thank 5:21 7:10 12:25 18:6 22:20 33:20 37:2,18 40:12	40:16,17,25 48:19 51:16 53:8,10 55:8 60:1 65:6 66:11 69:9 72:4 75:11 77:7,13 81:18 86:10,12 87:15 87:18 88:15 102:18 103:20 104:1,3,19 111:15,18 112:23 114:12 115:7,22 125:23,24 126:2,3 130:8 130:15 137:7 139:16 143:14 146:11 148:10 thanks 34:1 53:9 53:22 69:10 87:20 102:17 111:18 143:15 theme 33:4 thereof 150:12 thing 32:16 38:22 51:20 59:10 87:14 90:5 112:8 147:17 things 18:4 44:13 55:10 72:20 85:4 88:3 96:8 104:6 105:1 106:14 110:17 111:4,20 117:18 think 5:8,9,22,24 6:8,8 10:12 12:22,23 13:23 21:17 22:8,12 25:10 26:1,10 26:14,15,21 27:15,22 28:9 28:12 29:3 30:4 30:6,24 32:4,12 32:23 33:24 35:1,12,16 36:1	36:1,6 37:10,23 37:25 39:3 40:6 41:25 42:8,12 46:22 47:1,11 47:13 48:5,15 50:21 51:25 52:5 53:25 54:19 58:9,25 59:10,12,14,19 60:4 64:15,17 64:23 71:22 72:2 73:3,6,12 73:16,17 75:25 76:3 77:1 81:22 81:23 84:2 86:20,22 88:13 90:5,14 92:8,18 93:9,16 94:9,11 94:19,22 95:3,5 95:22 96:3,7,13 97:17,20,24 98:19 99:13 100:6 101:20 102:8,11,24 103:4 105:1,4 107:24 109:2 111:3,12 112:3 112:11,17,18 112:21 114:9 114:11 115:5,8 115:17 116:25 118:7,17,20 119:6,13 120:6 121:2,18 123:9 123:22 124:21 125:4 135:5,15 137:14,15 138:14 139:10 141:7 147:10 148:1 third 26:21 92:4 138:12 third-party 38:18 74:14 75:25 85:15 thoroughly 144:5 thought 6:25
<hr/> T <hr/>				
T 150:1,1 tabled 11:16 tabling 96:2 tack 124:11 tacking 122:12 tailored 20:5 21:4 37:7 65:24 take 9:19 14:24 15:14,16 30:18 35:23 36:9,15 36:24 42:9 43:13,17 44:15 45:13 48:7 50:13,14 63:25				

41:21 75:15 94:1 95:20 111:21 136:14 thoughts 37:5 86:13 130:18 thousand 24:11 threat 105:20 threatened 70:23 three 62:19 79:18 79:25 88:9 95:19 104:16 120:3,5 134:14 threshold 50:14 thresholds 21:25 throw 5:6 tick 144:8 tie 19:7 tied 21:16 110:17 tight 78:25 Tim 2:21 72:11 time 7:9 9:16 10:9,21 11:8 30:9 35:14 41:13 46:25 47:1 57:24 59:17 61:12,20 63:19 65:8,10 65:16 67:13 69:10 74:19 76:22,24,25 77:8 81:10 83:8 86:24 94:10 95:18 98:19 107:7,8 109:8 114:21,25 115:4,17 129:1 133:15 134:4 135:4,22 136:4 146:5 147:9 150:11,16 timeframe 30:17 timely 110:12 times 17:2,2,9,12 17:14,14,23,24 64:11 122:18 124:6 134:24 136:8,17,18,19	136:22,23,24 136:25 137:1,5 137:12,20,21 137:21,21 138:21 148:2 timing 121:23,24 timothy.luft@... 2:23 tips 89:1 title 125:2 today 4:14 5:5,23 6:8,18 27:6 41:6 47:16 50:20 79:19,23 87:23 116:18 125:20 134:2 136:10 told 101:10 121:6 tolerance 48:2 Tom 7:17 74:18 126:12 Tomorrow 79:23 tool 80:16 92:9 top 70:6 72:2 topic 55:24 total 56:20 touch 72:19 119:4 123:5 touched 119:5 town 64:13 towns 63:24 track 123:24 144:12 training 12:11 transaction 48:1 transactions 47:24 transcript 1:6 150:15 transfer 42:24 43:14 55:17,19 55:20 90:18 96:14 transferring 89:7 Transunion 18:25 131:12 treatment 29:16	trenches 36:23 tried 25:19 trouble 14:11 24:17 true 110:7 145:10,10 150:14 truly 144:25 TRW 18:25 try 4:20 10:11 16:9 17:15 41:7 76:24 86:22 106:12 111:11 112:1,20 115:16 139:12 142:17 trying 19:14 39:15 60:20 64:25 98:4 103:6 108:23 117:24 124:15 124:17 133:12 135:5,7 139:7 140:3,5 turn 15:24 50:4 turned 21:13 24:2 50:6 69:24 120:20 turns 124:12 Tuxedo 3:2 tweak 142:13 tweaked 142:16 tweaking 42:14 two 8:8 17:2,12 17:14,23,25 25:15 28:23 29:17 56:21 62:25 78:13 84:16 86:21 87:23 134:24 136:17,18,23 136:23,24 137:5,12,17,20 137:21 two-and-a 72:15 type 23:25 60:20 79:13	types 64:19 120:1 128:24 typical 143:1 typically 58:19 136:15 <hr/> U <hr/> Uh-huh 60:2 ultimately 42:6 94:3 unable 33:14 80:19 89:25 unacceptable 111:1 112:5 unaware 72:25 uncollectibles 135:10,18 uncommon 124:13 undercharge 27:2,5,10 61:4 61:18,23 62:6 undercharged 27:3,14 undercharges 61:2,10 78:23 understand 64:20 89:25 94:7 96:6 100:17,25 102:12 116:22 118:14 122:16 123:3 124:25 125:6 understanding 39:6 40:9 46:7 48:23 49:2 55:1 55:3 understood 7:21 46:1 unemployment 106:17 unexpected 79:1 unfortunate 139:8 unfortunately 83:16 88:25	119:10 uniform 21:20 uniformity 19:11 21:25 37:6 38:3 38:11 65:21 75:17 87:6 uninhabitable 74:6 unintentionally 55:5 Union 63:16 University 31:23 unlimited 82:9 unnecessary 112:8 unreasonable 9:23 85:7 unregulated 92:4 93:17 unrelated 111:19 unsafe 147:5 unsecured 48:1 unwilling 80:19 update 7:21 35:14 89:5 updating 7:2 8:14 100:1 upsetting 7:24 upward 112:4 urban 112:5,9 urge 35:19,23 36:4,15 41:9 84:5 89:3 91:2 92:10 102:13 urgent 11:5 usage 10:8 56:16 62:14 78:12 79:18,20 80:16 108:1,2 use 14:22 15:4 17:13 18:15,25 19:24 20:12,15 21:2,3,19 22:5 23:11,13,15 24:24 36:4 43:1 43:23 45:11,20 47:14 48:21
--	---	---	--	---

57:4 60:13,22 62:20 63:3,3 65:4 66:2,9 75:14 78:9,20 82:9 103:8 109:13 110:25 112:2 115:16 119:8 122:16 130:18,19 131:25 132:8 132:12,14 133:14 134:8 uses 19:25 48:24 usual 129:25 usually 5:14 38:16 UtiliCare 33:18 utilities 5:23 6:7 6:10 8:1,3 9:6 9:11,22 11:13 11:19 12:7 17:5 17:18 18:4 19:11 20:22,25 21:18 23:11 28:19 31:3 33:5 35:18 38:4,8,15 38:20 39:16 40:2 41:4 42:6 42:9,14 43:6,22 46:12 47:14 54:8,9,12 57:5 57:20 62:8 64:22 67:21 73:10 76:2,17 79:17 91:4 93:22 94:8,23 95:25 98:11 100:18,20 105:3 107:6,8 107:17 109:18 115:9 116:22 120:17,18 126:25 127:17 128:8,16,21,23 134:2 136:5,20 137:18 140:8 145:1 147:22	147:23,25 149:15 utility 7:23,24 9:18,18 13:16 13:25 18:8,13 18:18 19:2,16 19:20,25 20:1,6 20:12 21:5 22:3 22:16 23:3 30:15 34:8 37:8 38:6 39:9,13,14 39:21 40:4,19 41:21 43:4,10 43:11 44:8 45:10,20 46:3 46:17 47:2,3,7 48:8,22 49:3,4 49:5,11,18,23 51:23 53:4 61:7 61:13,23 65:17 65:25 66:16,17 67:2,6,7 72:8 73:14 77:15,22 78:2,11,14,17 79:2,10,15,22 80:19,21,22 82:13,14,19 84:11,15 85:12 89:1,3 90:22 91:6 92:9 95:4 95:7,9,12,16,19 96:16,18 97:5 98:24 99:1,24 99:25 100:11 100:12 101:6 105:22,25 106:4 107:2,13 108:13 112:21 114:8 118:8,12 119:7,10,15,16 119:18,20,24 121:4,25 122:4 122:9 123:9 124:2,16,21 125:12 128:4 128:24 130:22 132:10,13,15	134:16 136:6 136:16 141:19 142:10 144:19 145:16 146:21 146:22 147:10 utility's 18:2 21:2 57:2 67:4 103:6 118:21 utilized 47:22 utilizing 37:19 utmost 88:13 <hr/> V Validation 149:4 validity 26:11,17 value 147:7 variable 62:14 63:3 varied 120:5 variety 49:14 89:23 various 7:16,25 91:3 126:22 136:20 138:16 vary 108:3 varying 127:15 vastly 47:15 vendor 21:16,19 22:5,18 38:4,9 47:5 65:22 95:8 132:18 vendors 21:10,11 21:15 65:14 132:21,22 verbal 101:3 102:6 verbatim 142:4 version 35:20 52:7 versus 27:10 37:9 45:19 54:11 103:1 135:9 144:11 vestige 90:21 viability 136:3 viable 57:5 133:8 vice 104:8	vicious 113:11 view 10:5 15:17 16:11 32:24 44:10 views 32:25 33:1 visit 32:10 68:9 68:12 vis-a-vis 99:25 Volume 1:9 vulnerable 33:8 89:21 <hr/> W W 34:3 40:15 53:12 63:7,21 64:4,14 65:6 77:10 103:23 125:24 137:10 137:23 138:2 139:16 wait 122:21 waiver 100:21 walk 147:11 walking 118:16 Wal-Mart 114:6 114:7 want 5:19 13:3 14:19,22 16:8 22:5,25 23:5,14 25:1 26:9 27:7 30:17 39:23 40:1 41:8 43:13 48:20 50:13,17 57:19 58:20 63:8,17 65:3 68:23 69:21 73:22 87:19 88:9,12,15 89:12 91:9 94:2 96:21 97:10 100:4 102:2,7 103:1,2 104:18 104:22,23 105:1 106:6 111:6,12 116:12 118:6 118:16 120:10	138:12 139:21 139:22 143:21 145:15 147:16 wanted 24:11 25:11 116:16 116:21 119:3,6 123:5 139:24 147:12 148:4 wants 47:11 90:20 130:4 warrant 140:14 warranted 73:6 wasn't 104:17 watching 6:2 water 2:21,24 72:12 73:21,25 74:2,7 76:23 77:5 109:25 110:2,6,8,15,20 110:21,21 126:25 149:8 waving 6:20 way 6:1 8:24 9:24 21:8 25:7 27:16 33:9,13 35:14 42:15 44:6 46:20 47:1 47:21 55:2 71:24 76:5 94:6 96:3,8,14,15 112:20 115:19 116:25 118:4 118:23 129:25 141:17 ways 94:2 weather 29:12,16 29:20 30:2 35:11 71:13 74:16 104:14 135:3 weatherization 139:11 weatherized 138:25 139:1 web 6:1 website 64:3 65:2 100:3
--	--	--	--	---

week 41:5 72:17	133:5 145:12	115:22 118:10	133:11 142:13	84:16 86:21,22
weeks 147:24	147:24	118:25 126:3	works 6:12	89:15 104:12
welcome 4:4,16	whichever 17:3	129:4,14,17,24	121:22 142:7	104:16,18
4:18 34:16	137:23,25	130:3,9 137:9	workshop 10:19	107:8 126:22
40:13 72:6	widely 108:3	139:17,21	25:19 69:2	year's 109:8
130:16 137:8	widespread	143:9,12,16,19	workshops 29:18	YVES 1:20
Wellston 104:11	110:25	145:22 146:10	29:22 47:9,12	
well-written 9:2	widows 93:5	146:12,16	52:9,15,17,25	<hr/> Z <hr/>
went 133:6 142:1	WILLIAM 1:19	147:14 148:8	53:25	zero 62:20,22
weren't 24:3,3	willing 8:6 23:13	word 7:7 13:10	world 6:2 89:8	63:3
29:22	29:8 47:8	19:15 26:11,13	96:21	Zucker 2:6 5:7,8
western 63:15	win 88:9	26:16	worried 22:23	5:12,20,21 6:3
138:10	winter 63:3	words 6:9 11:3	worse 26:16	6:7,14,16 11:22
we'll 16:1 27:11	wisdom 37:5	13:7 14:11	worst 13:24	11:24 12:2,10
70:11,12 75:1	wise 10:10	21:13 23:14	108:7	13:1 17:21
77:16,17 126:5	wish 8:23 88:8	24:25 40:1	worthwhile	18:12,17 19:4
145:13	wished 21:10	96:23 146:2	73:16 133:13	19:23 20:8,14
we're 11:4,18	148:9	work 7:11 10:16	wouldn't 15:16	20:18 21:7 22:8
20:22 21:16	wishes 104:5	20:20 30:22	88:18 96:17	22:12,21 34:1
23:5 24:12 25:5	wishing 72:8	34:23 36:22	114:1 117:12	34:20 36:12
25:7,7 27:9	77:14 126:4	52:21 57:17	118:6	37:4,11,19,24
29:11 30:4	withstood 78:13	59:12,18,24	write 23:24 124:8	41:6 46:2,8,10
33:21 38:25	witness 139:23	74:7,14 86:4	writing 66:15,17	48:18,19 49:12
39:4 43:12 44:4	witnesses 141:7	104:13 106:9	67:22 68:15	49:20 50:2,17
47:7 50:22	143:13	106:10,12	101:2,15 121:3	50:21,22 51:1,8
57:23 59:8,15	wonder 38:9	111:25 115:20	121:8	52:5 53:23
59:20 60:19,19	58:11	122:15,24	written 4:12,16	72:14 105:24
63:5 64:9,25	Woodruff 1:17	123:4 124:23	4:17 13:11,14	Zucker's 65:11
71:12,14,25	4:4 5:16,25 6:4	125:7 142:21	25:25 68:13	
72:1,25 77:2,20	6:13 13:1 33:23	workability	82:7 88:2 89:25	<hr/> \$ <hr/>
77:22 80:1,3	34:2,5,7 37:1	99:15	97:20 102:5,6	\$100 124:12
89:6,7 90:21	37:16 40:14,17	workable 77:1	127:16	\$160 134:25
91:3 96:5,12	40:22 50:22	worked 7:14	wrong 11:2	\$300 120:10
97:14 101:11	53:7,11,13,15	24:5 35:12	37:20 48:21	\$380 137:5
106:19 109:13	69:11,13 70:15	worker 73:14		\$40 135:1
134:20 135:5,7	70:18 71:5,17	76:25	<hr/> Y <hr/>	\$5,000 124:13
136:8 139:10	72:4,7 74:23	workers 32:12	yard 74:4 91:14	\$500 107:23
140:5,6 145:8	75:1,5,10 77:9	73:18 105:25	yeah 50:15 70:13	120:11,17
145:14 146:5,7	77:11,13,19	106:1,4	71:3 72:1	134:22
we've 7:8 27:2,12	81:4,7,12,18	workgroup	103:19 114:14	\$700 120:16
27:13 59:6,11	83:19,24 86:11	104:16,20	year 16:2 27:14	\$80 134:24
70:10,23,25	87:16,18,22	working 12:14	56:18 73:17	
71:2,12,13	102:15 103:22	24:22 52:12,25	83:7 109:6	<hr/> 0 <hr/>
73:17 84:24	103:24 104:1,4	104:15 108:21	120:3	055 69:5
86:20 88:16,17	107:19 108:16	113:18,19	years 7:14 27:11	<hr/> 1 <hr/>
92:1 106:14	111:15 114:13	116:8 126:23	27:13 34:21,25	1 1:9 10:12 19:12
107:23 123:18	114:15 115:11	127:7 130:25	35:9,14 71:24	50:23 51:17

56:9 66:14 75:7 75:8 129:2,5,17 149:3,12 1C 60:25 1st 135:3 1:19 148:13 10 1:8 31:11 68:3 77:17 10:00 4:3 100 98:15 101 2:3 111 2:11 12 16:3 27:5,8 69:19 70:13 77:17 12-month 28:2 61:9 129 149:15 13 4:6 7:2,6,20 8:14,25 29:19 34:24 35:2,8,12 54:4,16 73:23 74:20 127:9 128:3,10,18,22 129:23 149:15 13's 128:16 13.015 13:5 22:21 25:14 13.020 23:8 24:24 56:7 78:10 13.020(14) 60:3 13.020(2) 9:2 10:14 13.020(7) 57:12 13.025 26:25 60:24 13.030 14:22 16:23 27:17 13.030(1)(A) 65:9 13.030(2)(C) 27:23 13.035 66:14 13.050 10:17 28:15 30:8 31:9 68:3	13.050(3) 67:1 13.055 29:12 13.055(11) 68:23 1364 22:22 25:14 55:13 1365 9:4 23:10 56:8 1366 27:1 1367 27:17,19 60:25 1371 28:16 30:8 1372 31:9 1375 29:13 14-day 12:12 16th 7:4 18 25:5 19 35:13 1975 35:3 1977 35:6 41:16 78:13 1993 78:13 <hr/> 2 2 19:13 62:24 75:2,3,5,8 149:6 2A 56:9 20 35:13 72:17 200 2:11 3:16,22 76:23 77:1 2002 143:25 2005 7:3,4,8 20:22 127:5 2007 54:1 2009 54:1 2011 27:21 2012 50:3 2013 1:8 21 11:7,7 116:2 125:10 2230 3:16 23,000 50:3 24 67:25 68:2 240 7:6 240-13 1:13 240-13.015 42:20 25 90:9	27 116:2 28 12:21 28-day 12:17 <hr/> 3 3 30:9 107:22 120:16 128:14 128:20 129:22 134:22 3rd 58:18 128:11 30 13:20 25:6 104:12 31st 135:3 312 2:16 314)256-8746 3:11 314)342-0532 2:8 314)996-2279 2:23 320 137:3 360 3:21 130:13 393.152 27:21 <hr/> 4 4 1:13 7:6 16:6 28:15 30:11,11 30:21 42:20 67:16 40 23:20 40,000 25:6 400 2:3 127:6 4232 3:9 456 2:17 <hr/> 5 5th 122:22,25 50 60:17 63:11 120:6 500 124:4 51 149:4 55 125:12,14 573)424-6779 3:4 573)443-3141 2:13 573)635-7166 2:18 573)636-6758 2:4	573)751-3234 3:23 573)751-4857 3:17 574 56:19 <hr/> 6 6 30:22 6:30 30:18 63101 2:8 63108 3:10 63119 3:3 63141 2:22 650 3:16 65101 2:3 65102 3:22 65102-0456 2:17 65102-2230 3:17 65205-0918 2:12 <hr/> 7 7 30:11,12,23 56:10 98:23,24 7:30 30:19 700 59:14 112:4 720 2:7 21:22 727 2:22 75 149:4,8,8 <hr/> 8 8 30:11,11,21 31:10 80 137:3 800 21:23 838 1:24 85 105:15 871 3:2 <hr/> 9 9th 2:11 90 94:14 918 2:12 93 74:19 96 67:23,24 99 10:9
---	--	--	--