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STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION  
  
TRANSCRIPT OF PROCEEDINGS  
Evidentiary Hearing  
March 9, 2015  
Jefferson City, Missouri  
Volume 29

In the Matter of Union )  
Electric Company d/b/a )  
Ameren Missouri's Tariff ) File No. ER-2014-0258  
to Increase Its Revenues )  
for Electric Service )

MORRIS L. WOODRUFF, Presiding,  
CHIEF REGULATORY LAW JUDGE.

ROBERT S. KENNEY, Chairman,  
DANIEL Y. HALL,  
SCOTT T. RUPP,  
COMMISSIONERS.

REPORTED BY:  
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1 P R O C E E D I N G S

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

4 (MIEC EXHIBIT NOS. 500NP/HC, 506,  
5 507, 508NP/HC, 509NP/HC, 515 AND 516NP/HC WERE  
6 MARKED FOR IDENTIFICATION BY THE REPORTER.)

7 (OPC EXHIBIT NOS. 400NP/HC, 401 NP/HC  
8 AND 402NP/HC WERE MARKED FOR IDENTIFICATION BY THE  
9 REPORTER.)

10 JUDGE WOODRUFF: Let's come to order,  
11 please. Welcome back for week three of the Ameren  
12 rate case hearing, ER-2014-0258.

13 Today we're going to take up the  
14 issues of the fuel adjustment clause issues, and  
15 there's been some developments in this issue since  
16 we left on Friday. There was a Nonunanimous  
17 Stipulation & Agreement filed on Friday afternoon  
18 between Public Counsel and Ameren, and Saturday  
19 evening Consumers Council objected to that  
20 Stipulation & Agreement and requested a hearing on  
21 those issues.

22 So at this point I'm going to ask --  
23 well, under the Commission rules, the Stipulation &  
24 Agreement at this point becomes a joint position of  
25 the signatory parties by which they're not bound.

1 So I'm going to ask Public Counsel and Ameren  
2 Missouri, are you considering yourselves to be --  
3 are you still supporting this stipulated position?

4 MR. LOWERY: Yes, we are, your Honor.

5 MR. POSTON: Yes.

6 JUDGE WOODRUFF: Mr. Coffman, did you  
7 want to add anything?

8 MR. COFFMAN: No.

9 JUDGE WOODRUFF: You were reaching  
10 for your microphone.

11 MR. COFFMAN: No.

12 JUDGE WOODRUFF: Well, then what  
13 we'll do is we'll go ahead and hear the issues.  
14 I'm assuming we'll just call up the witnesses as  
15 originally planned. What we've done in the past in  
16 this kind of situation where there's an objected-to  
17 Stipulation & Agreement, I'll allow the parties as  
18 they call their witnesses to do some additional  
19 direct testimony to ask the witnesses about any  
20 change in their position from what they filed in  
21 the past, and then we'll do cross-examination based  
22 on that additional direct as well as the prefiled  
23 direct.

24 Any questions?

25 MR. DOWNEY: Judge, I have a -- no

1 question on that, but I have a preliminary matter  
2 I'd ask to bring at this time. I have a number of  
3 witnesses, Nick Phillips, Brian Andrews, Steve  
4 Carver, they're not testifying this week. They  
5 were testifying on issues that have been settled.  
6 I haven't offered their testimony. I believe the  
7 stipulations provide that the testimony comes in.  
8 How do you handle that?

9 JUDGE WOODRUFF: What I anticipate  
10 doing is just the last day of the hearing, we'll go  
11 through the list and anything that's not been  
12 offered we'll take it at that point. If they've  
13 been offered by the stipulation, if we've approved  
14 the stipulation, they'll be in on that basis. But  
15 we'll sort it out.

16 MR. DOWNEY: All right. Thank you.

17 JUDGE WOODRUFF: Okay. Mr. Lowery.

18 MR. LOWERY: Your Honor, also as a  
19 preliminary matter, in light of the stipulation  
20 that we've reached with Public Counsel and Consumer  
21 Council's objection, I filed this morning a request  
22 to take official notice of a number of documents.  
23 These are documents that I would have gone through  
24 and had questions about with OPC witness Mantle and  
25 would have gone through them in that fashion in

1 connection with questions, but given that we have a  
2 stipulation with OPC, I don't really need to do  
3 that, didn't intend to do it. But I think they're  
4 all proper for official notice. They're all  
5 relevant to these fuel adjustment clause issues,  
6 which since they're now contested, they're relevant  
7 to rebutting some of the information that would  
8 otherwise be in the record.

9 And so I'd ask the Commission to take  
10 official notice of them. Should save some time and  
11 effort today.

12 JUDGE WOODRUFF: Has everybody had a  
13 chance to see these? Mr. Coffman?

14 MR. COFFMAN: Just now. I think the  
15 majority of the items are referring to Public  
16 Service Commission orders and filings in cases  
17 which I think -- I don't think necessarily need to  
18 be granted official notice, but fine. I would  
19 notice on some items Ameren Missouri has asked that  
20 just a portion of a previous Report and Order as it  
21 relates to the fuel adjustment clause be granted  
22 notice, and I would -- to the extent that the  
23 Commission would grant partial recognition of a  
24 Report and Order, I would -- if that's necessary, I  
25 would ask that the entire Order, the entire report

1 be noticed.

2 MR. LOWERY: I have no objection. I  
3 was trying to save paper. I mean, I do have copies  
4 of these. I don't know that it's necessary.  
5 They're all things that are accessible to everyone.  
6 I have no objection to making a entire Staff report  
7 or entire Staff prudence review report or the  
8 Commission's entire order in those cases, take  
9 official notice of the entire thing. I have no  
10 objection to that.

11 JUDGE WOODRUFF: Anyone else wish to  
12 be heard on this? I'll go ahead and grant the  
13 request to take official notice of those documents  
14 and facts as modified at the request of Consumers  
15 Council to make the entire documents part of the  
16 record as necessary.

17 MR. DOWNEY: Judge, I'd like to offer  
18 that the Commission take official notice of the  
19 testimonies of the witnesses on the FAC issue in  
20 the last case.

21 JUDGE WOODRUFF: You're talking about  
22 the ER-2012-0166 case?

23 MR. DOWNEY: Yes, sir.

24 JUDGE WOODRUFF: What would be the  
25 reason for doing that?



1 MR. DOWNEY: I think it's relevant to  
2 some of the information that Mr. Lowery has asked  
3 the Commission to take notice of. There was a lot  
4 of discussion, as you'll recall, in the last case  
5 about whether certain transmission charges,  
6 specifically 26A, were brought to the attention of  
7 Staff, and I'd just like that to be in the record.

8 JUDGE WOODRUFF: And that's part of  
9 your -- MIEC's issues in this case?

10 MR. DOWNEY: It is.

11 JUDGE WOODRUFF: Any objection to  
12 that?

13 MR. LOWERY: I guess not, your Honor.

14 JUDGE WOODRUFF: I am hesitant to  
15 start taking official of too much because it tends  
16 to balloon the record, but I think that can -- that  
17 is appropriate to go ahead and take that into  
18 consideration, and you can certainly cite it in  
19 your briefs. So I will take official notice of  
20 those.

21 MR. DOWNEY: Thank you, Judge.

22 MR. LOWERY: And, your Honor, I  
23 really hate to balloon the record further, but I  
24 guess if we're going to go down that road, I'd ask  
25 the Commission take official notice of the hearing

1 transcripts where the FAC issue was heard because  
2 it addresses those testimonies that have now come  
3 into the record. I think we would have a lack of  
4 completeness of the record if we didn't do that. I  
5 can get you the page numbers if we need to at a  
6 later time.

7 JUDGE WOODRUFF: I think it would be  
8 helpful to have the page numbers. But yeah, I'll  
9 go ahead and accept those.

10 MR. LOWERY: I'll make sure and get  
11 those for you.

12 JUDGE WOODRUFF: Thank you. Just  
13 want to make sure the record's clear so that  
14 anybody reviewing this knows what we're talking  
15 about.

16 Okay. I believe we're ready to get  
17 started on the mini openings on this issue, and we  
18 will begin with Ameren.

19 MR. LOWERY: Your Honor, good  
20 morning. Thank you for coming, Commissioner Hall.  
21 That way at least I'll have a little bit more of an  
22 audience this morning.

23 JUDGE WOODRUFF: I'll point out the  
24 Chairman is also watching from St. Louis.

25 MR. LOWERY: Thank you,

1 Mr. Chairman. Good morning and may it please the  
2 Commission?

3 In the company's last rate case,  
4 which was Case No. ER-2012-0166, which you decided  
5 in late 2012, MIEC and the Staff to some extent on  
6 some of the same grounds but not all of the grounds  
7 that MIEC asserted attempted to get you to remove  
8 the transmission charges that have been in the FAC  
9 from the FAC's inception, the vast majority of  
10 which come from MISO, not from the company's FAC.

11 MIEC made several claims at that  
12 time, and you discussed those in your Report and  
13 Order in that case, about which you've now taken  
14 official notice. As you recognized in your Report  
15 and Order in the 0166 case, transmission charges,  
16 including those that are assessed by MISO, have  
17 always been included in the FAC, and as you also  
18 ruled in your last case, Ameren Missouri acted  
19 appropriately when it did so. There were questions  
20 raised about whether Ameren Missouri had acted  
21 appropriately. You indicated that Ameren Missouri  
22 had.

23 As has been true since 2005, Ameren  
24 Missouri participates in the MISO energy markets  
25 and obtains the power it needs to serve its

1 customers from those energy markets. As a  
2 consequence, Ameren Missouri incurs MISO  
3 transmission charges or, to use your words, quote,  
4 Ameren Missouri incurs certain transmission charges  
5 for the load it serves through the MISO market, and  
6 it does so because of its access to those markets  
7 where, as you put it in your order as well, quote,  
8 it can acquire the power it needs to serve its  
9 load.

10 Now, as was the case a couple of  
11 years ago and as will be true for the next several  
12 years, MISO transmission charges were and are  
13 increasing. A significant reason for the increase  
14 is because MISO assesses transmission charges on  
15 the megawatt hours of energy consumed by Ameren  
16 Missouri's customers, and some of those  
17 transmission charges arise from multi-value  
18 products, or MVPs as I think you're familiar with,  
19 approved by MISO.

20 The expected transmission charges for  
21 Ameren Missouri over the next several years are  
22 delineated specifically in the prefiled testimony  
23 in this case. And as you also recognized in your  
24 Order in the last case, those charges are volatile  
25 both because of the rapidity of the increases that

1 are occurring and because of the uncertainty  
2 associated with what the costs will ultimately be  
3 for the roughly \$6 billion of MVP projects that are  
4 going to be built. Most of those projects are  
5 neither not bit at all or in early stages of being  
6 constructed.

7                   So we don't know what their costs are  
8 going to be, and because the transmission charges  
9 are in a sense derived from those construction  
10 costs, we don't know what the transmission charges  
11 are going to be.

12                   Seeking in the 0166 case to avoid a  
13 reflection of the increases in MISO transmission  
14 charges in the FAC, MIEC witness Dauphinais tried  
15 to convince you to pull them out of the FAC. In  
16 trying to convince you to pull these legitimate  
17 transmission charges out of the FAC, Mr. Dauphinais  
18 relied upon several arguments at the time, all of  
19 which you rejected.

20                   His first argument was that an FAC  
21 tariff provision that excluded charges for capacity  
22 contracts if the term of the contract was for more  
23 than a year applied what MIEC at that time  
24 characterized as, quote, transmission capacity.  
25 You properly determined that the tariff provision

1 at issue had nothing to do with transmission and  
2 only excluded costs for generation capacity under  
3 generation capacity contracts of more than a year.

4 On appeal -- and the Order was  
5 appealed by MIEC, CCM and OPC -- your Order was  
6 upheld by the Court of Appeals. Rehearing was  
7 denied. On appeal, MIEC claimed that the MISO  
8 transmission charges were ineligible for inclusion  
9 in the FAC under the FAC statute, Section  
10 386.266.1.

11 They made that claim claiming that  
12 the transmission charges were not associated with  
13 power that Ameren Missouri purchases or sells and  
14 that MIEC also claimed that transmission charges  
15 were not for the transportation of power within the  
16 meaning of the term transportation in the FAC  
17 statute.

18 The Court of Appeals did not directly  
19 address the first argument, concluding that MIEC  
20 did not properly raise it before you, although MIEC  
21 strenuously argued that they did. The Court of  
22 Appeals outright rejected the second argument,  
23 concluding directly that transportation within the  
24 meaning of the FAC statute does include the  
25 transmission of electricity.

1                   Finally, MIEC argued to the Court of  
2 Appeals, and its co-appellants as well, that the  
3 MISO transmission charges, at least some of them  
4 violated Proposition One, which you might know more  
5 generally as the anti-CWIP statute. You had  
6 already rejected that argument. You discuss that  
7 at pages 89 to 91 of your Report and Order.

8                   The Court of Appeals specifically, as  
9 I mentioned, agreed with your rejection of the  
10 transmission versus transportation argument. The  
11 Court of Appeals did not directly rule on the  
12 anti-CWIP statute argument, but their opinion makes  
13 very clear that they view the argument as very  
14 suspect, and it hasn't been brought up again here  
15 in this case.

16                   MIEC has abandoned all of those  
17 rejected arguments but is back here taking another  
18 turn at trying to extract these MISO transmission  
19 charges from the FAC.

20                   MIEC now directly and openly makes  
21 the argument that it says it made before. That is,  
22 MIEC claims that because Ameren Missouri accounts  
23 for the purchases and sales it makes to and from  
24 the MISO markets on a net basis, that this means  
25 that almost all of the transmission charges are

1 ineligible for inclusion in the FAC.

2           Similar to the argument made before,  
3 although it was couched differently then, MIEC  
4 effectively argues that almost all of the  
5 transmission charges that Ameren Missouri has to  
6 pay are completely divorced from the sales that  
7 Ameren Missouri makes to the MISO market and are  
8 completely divorced from the purchases Ameren  
9 Missouri makes from the MISO market to serve its  
10 load.

11           MIEC essentially acts as though  
12 Ameren Missouri is not a participant in the MISO  
13 but rather still operates in the old, quote, Day  
14 One, end quote, world, the pre-RTO market world.  
15 But MIEC's position simply fails to reflect what  
16 actually happens when a utility is a participant in  
17 an RTO and transacts in those RTO markets.

18           We know that MIEC argues that these  
19 transmission charges are totally divorced from  
20 Ameren Missouri's sales to the MISO market from its  
21 purchases from the market because MIEC -- and  
22 you're going to hear, I'm confident, a lot about  
23 this when Mr. Downey gives his opening statement  
24 and otherwise -- says that the subject  
25 transmissions are not for power Ameren Missouri



1 buys or sells, but are instead for transportation  
2 of Ameren Missouri's, I think they'll probably use  
3 the term self-generated power.

4 But what MIEC says is simply not  
5 true, and it completely fails to acknowledge the  
6 reality of Ameren Missouri's participation in the  
7 market. As Ameren Missouri witness Jaime Haro  
8 explains, Ameren Missouri sells all the megawatt  
9 hours it produces to the market, and in turn it  
10 buys all the electricity that it must then sell to  
11 its customers from the market.

12 The evidence shows that the reality  
13 of Ameren Missouri's participation in the MISO  
14 market belies MIEC's argument. The evidence  
15 includes numerous provisions of MISO's energy  
16 markets and operating reserves markets tariff --  
17 that's the binding FERC tariff. It's about 5,000  
18 pages long that binds Ameren Missouri on file with  
19 the FERC -- as well as numerous provisions of  
20 MISO's business practices manuals, and they have  
21 many of them, which the tariff itself points to for  
22 additional details about the market's operation.

23 Indeed, MISO's own practice of  
24 settling for the gross sales Ameren Missouri makes  
25 and the gross purchases Ameren Missouri makes also,

1 along with all of those provisions, make very clear  
2 that indeed Ameren Missouri does make gross sales  
3 to the market of all the megawatt hours it  
4 generates and separately makes gross purchases, in  
5 all those case by transacting in the market.

6 MIEC doesn't attempt to rebut any of  
7 the MISO tariff or business practice manual  
8 provisions. It, I think, just hopes to ignore  
9 them. But the provisions cannot be ignored, and  
10 there's no question the transmission charges are  
11 charged to Ameren Missouri because of the megawatt  
12 hours it sells and because of the megawatt hours it  
13 buys. If Ameren Missouri didn't operate in the  
14 MISO market, it wouldn't be charged these  
15 transmission charges for MISO.

16 Now, Mr. Dauphinais tries to avoid  
17 the reality of what is actually taking place by  
18 taking two different tacts. First he calls  
19 Mr. Haro's position, quote, absurd. His testimony  
20 in this regard reminds me of the old adage that  
21 when the law is on your side, you should argue the  
22 law. When the facts are on your side, you should  
23 argue the fats. And when neither the law nor the  
24 facts are on your side, you should pound your fist  
25 on the table.

1                   But no amount of fist pounding or  
2 name calling can change the reality of Ameren  
3 Missouri's operations in the markets.

4                   Mr. Dauphinais' second tact is to  
5 deny that all of the megawatt hours that Ameren  
6 Missouri generates is sold to the market and deny  
7 the fact that Ameren Missouri buys all the megawatt  
8 hours it sells to its customers from the market by  
9 noting that for accounting purposes, Ameren  
10 Missouri nets the dollars received for the gross  
11 sales that it makes against the dollars it receives  
12 for growth purchases. And it's true, Ameren  
13 Missouri does net the dollars, as the FERC requires  
14 it to do.

15                   Mr. Dauphinais also claims that one  
16 sentence from a FERC Order issued the same year  
17 that the MISO market started proves his point. But  
18 the reality is that the FERC order actually  
19 disproves his point. And I'm going to put it up on  
20 ELMO. If I can zoom in here a little bit.

21                   Mr. Dauphinais pointed to one  
22 sentence in this FERC order. Starting with  
23 paragraph 80 through paragraph 84 is the  
24 Commission's resolutions, the FERC's resolution of  
25 an issue that they were addressing in this

1 rulemaking.

2 Mr. Dauphinais cited to one sentence  
3 in those four paragraphs, and that's the second  
4 sentence in this paragraph, but what he didn't cite  
5 to is the last sentence. The last sentence says  
6 the Commission, being FERC, does expect public  
7 utilities, however, to maintain detailed records  
8 for auditing purposes of the gross sale and  
9 purchase transactions that support the net energy  
10 market amount recorded on their books.

11 The FERC clearly recognizes that  
12 gross sales and gross purchases are made. MIEC  
13 says that doesn't happen, but, in fact, it does  
14 happen. And because of that, it has to pay  
15 transmission charges on those gross sales and those  
16 gross purchases.

17 We are not operating in the Day One  
18 markets. We are operating in the Day Two. In  
19 fact, I believe we're really operating in Day Three  
20 markets now that MISO has ancillary services  
21 markets in place.

22 You got this issue right in the 0166  
23 case. MIEC may not like the reality that these  
24 transmission charges are assessed on the sales it  
25 makes and the purchases it makes, but that's the

1 reality. The charges for the transportation of  
2 power, the power is tracked in the FAC, and so too  
3 should be the MISO transmission charges that are  
4 incurred because of those purchases and sales.

5 Now, if I may, let me transition to  
6 the other FAC issues that I guess have become live  
7 again since CCM's objected to the stipulation we  
8 have with OPC.

9 The evidence on those issues, which  
10 don't have anything to do with this transmission  
11 charge issue I just spoke about, but the evidence  
12 on those issues, not CCM's supposition, not CCM's  
13 philosophical adverseness to the fuel adjustment  
14 clauses in general, but the evidence on whether  
15 Ameren Missouri's FAC should be continued in  
16 essentially its existing form in this case is  
17 completely undisputed, and the evidence -- I want  
18 to highlight a few points of what the evidence on  
19 that issue is.

20 98 percent of all electric utilities  
21 operating in the United States have fuel adjustment  
22 clauses, and it would be 99 percent if KCPL had  
23 one, but they don't because they agreed not to ask  
24 for one as part of their regulatory plan. The  
25 majority of those fuel adjustment clauses don't

1 have any sharing at all.

2           Nothing has changed about Ameren  
3 Missouri's fuel and power procurement and sales  
4 practices since Ameren Missouri first received its  
5 FAC with the Commission's approval just a little  
6 over six years ago on March 1st, 2009.

7           Now, I say nothing's changed, but  
8 that's not entirely true because there are some  
9 facts that we know now that we didn't know then.  
10 Among those is the fact that your Staff has now  
11 completed four prudence reviews of Ameren  
12 Missouri's operation of its fuel adjustment clause.

13           Neither the Staff nor any other party  
14 has ever once suggested any imprudence, any misuse  
15 of the fuel adjustment clause by Ameren Missouri,  
16 save the one dispute about whether or not an  
17 exclusion from off-system sales applied for the AEP  
18 and Wabash contracts that we spoke about earlier in  
19 this hearing.

20           And after that dispute was resolved  
21 against the company, as you know, Staff later,  
22 Ms. Mantle in fact, indicated or argued that the  
23 fact that Ameren Missouri had excluded those sales  
24 from the FAC because it believed the exclusion  
25 applied, she argued that that indicated that Ameren

1 Missouri needed more incentive, that it needed some  
2 difference in its fuel adjustment clause.

3           And you in your Report and Order in  
4 this case, it was a couple of rate cases ago,  
5 specifically said it says nothing of the matter,  
6 that the company's belief that it -- that the  
7 exclusion applied did not indicate that the company  
8 needed more incentive or had done something wrong.  
9 The company had a modest disagreement about whether  
10 the exclusion applied. You ruled against the  
11 company. The amounts were refunded with interest  
12 and the issue was resolved.

13           It's also undisputed -- and we've  
14 resolved these issues with OPC now, as you know,  
15 because of the stipulation that we filed on Friday,  
16 but it's also undisputed that until OPC in this  
17 case claimed that the company had not fully  
18 complied with the Commission's minimum filing  
19 requirements that must be met each time the company  
20 requests to continue the FAC, that no party had  
21 ever claimed any deficiency whatsoever in the  
22 company's minimum filing requirements filings.

23           Indeed, it's completely undisputed  
24 that you approved as compliant with the rules, the  
25 same portions of the rules that were put at issue

1 in this case, a far less level of detail than the  
2 company had always provided when it makes its  
3 minimum filing requirement filings.

4 OPC's arguments in this regard that  
5 came up in this case for the first time, but as  
6 noted, we've agreed to work with OPC to provide  
7 them with additional information that they'd like  
8 to have. We felt that was a reasonable resolution  
9 of their concerns, and we've worked out our  
10 differences with OPC on those issues.

11 It also remains completely undisputed  
12 that to change Ameren Missouri's FAC or to take it  
13 away, as I think CCM advocates, in either case  
14 without substantial justification, evidence, and  
15 there is no such justification in this case, would  
16 constitute a horrible reversal of a constructive  
17 regulatory policy that you adopted when you  
18 approved an FAC for Ameren Missouri, and it would  
19 disadvantage Ameren Missouri in accessing huge sums  
20 of capital that it has to have year in and year out  
21 to make the large investments in the system that it  
22 must make.

23 The only party to this case that  
24 raised any concerns whatsoever about the FAC other,  
25 than CCM in its position statement, and that was



1 OPC, has of its own free will decided that it is in  
2 the best interests of the consumers it represents  
3 to resolve the FAC issues in this case on the terms  
4 provided for in the stipulation.

5 I can't get into the settlement  
6 discussions, of course, that we had with OPC about  
7 that, but we agree that the stipulation reflects a  
8 reasonable resolution of the issues.

9 In summary, the evidence supports  
10 continuing the FAC on the terms that are reflected  
11 in the tariff sheet that are attached to the  
12 stipulation. There are a few changes to the FAC,  
13 but for the most part it -- for very large part, it  
14 remains the same as it was before. Stipulation's a  
15 reasonable resolution of OPC's issue. And for the  
16 reasons I just gave, the FAC should be continued on  
17 those terms as it has been.

18 I appreciate your time.

19 JUDGE WOODRUFF: Questions,  
20 Mr. Chairman?

21 CHAIRMAN KENNEY: Good morning.

22 MR. LOWERY: Good morning,  
23 Mr. Chairman.

24 CHAIRMAN KENNEY: Just a couple. I  
25 want to be sure I understood a -- well, let me ask

1 you about the 98 percent of the utilities in the  
2 United States that have FACs. You indicated that  
3 the majority don't have a sharing mechanism, right?

4 MR. LOWERY: That's correct.

5 CHAIRMAN KENNEY: And are you able to  
6 tell me, of that 98 percent that have FACs, how  
7 many of them allow their transmission charges to  
8 flow through the FAC?

9 MR. LOWERY: I do not know.

10 CHAIRMAN KENNEY: Is there an Ameren  
11 witness that would know the answer to that  
12 question?

13 MR. LOWERY: I don't think so. I  
14 don't think that's something that we've looked at.

15 CHAIRMAN KENNEY: Okay. But we are  
16 able to say that the majority have sharing  
17 mechanisms?

18 MR. LOWERY: Yes.

19 CHAIRMAN KENNEY: I wonder if there  
20 is somebody that would be able to find out how many  
21 allow transmission charges to flow through the FAC.  
22 Maybe the same person that knows how many have  
23 sharing mechanisms or don't.

24 MR. LOWERY: Yeah. I think that  
25 would require, Mr. Chairman, and I'm -- this is

1 somewhat speculation, so maybe I shouldn't  
2 speculate, but I think that would require a  
3 detailed examination of the operations of all of  
4 the other utilities and all their FAC tariffs and  
5 those kinds of things to sort that out. I mean, I  
6 think it would be a research undertaking that would  
7 have to be done in order to get an answer to that  
8 kind of question.

9 CHAIRMAN KENNEY: Yeah. I'm guessing  
10 if SNL or RRA does that kind of research that  
11 somebody's been able to say that the majority don't  
12 have sharing mechanisms, I bet there's a very quick  
13 research project that somebody could come with how  
14 many allow transmission charges to flow through the  
15 FAC. I'm speculating, too, but that's my guess.  
16 So maybe somebody can look into that.

17 MR. LOWERY: We'll see what we can  
18 do.

19 CHAIRMAN KENNEY: And then my next  
20 question, you said essentially Ameren buys and  
21 sells its requirements and needs to serve its load  
22 into the MISO market, right?

23 CHAIRMAN KENNEY: Sells all its  
24 generation and then it purchases the megawatt hours  
25 it needs to serve its load from the market, that's

1 right.

2 CHAIRMAN KENNEY: And then the  
3 transmission charges that it is charged are based  
4 upon its purchases and sales of energy into the  
5 MISO market?

6 MR. LOWERY: That's right.

7 CHAIRMAN KENNEY: Maybe Mr. Haro  
8 would be the witness to answer these questions, but  
9 I guess when we think about Ameren purchasing  
10 energy to serve its load, I've heard the phrase,  
11 and I've used it myself, that Ameren essentially  
12 self-schedules because it has excess capacity  
13 typically and it's able to buy back what it sells.  
14 So it's essentially -- I don't want to call it a  
15 wash sale. But when it sells its energy into the  
16 market, it's buying back what it needs with the  
17 understanding that it's buying it back at the price  
18 at which it's being sold so that it amounts to a  
19 self-scheduling. Is that accurate?

20 MR. LOWERY: Well, I don't think it  
21 is entirely accurate, but Mr. Haro is the  
22 individual who could discuss that. Ameren Missouri  
23 doesn't self-schedule very much at all. There are  
24 some of hydro units that are self-schedule, and  
25 Mr. Haro can explain to you why that is.

1                   Also, the price received for sales,  
2    as I understand it, is not necessarily the same  
3    price that is paid for the megawatt hours taken to  
4    serve load. But Mr. Haro -- Mr. Haro has a deep  
5    understanding of the market and I don't, so...

6                   CHAIRMAN KENNEY: Okay. Because  
7    that's contrary to what we've been told in other  
8    contexts. But I'll reserve those questions for  
9    Mr. Haro. That's all I have then.

10                  MR. LOWERY: Thank you.

11                  JUDGE WOODRUFF: Commissioner Hall?

12                  COMMISSIONER HALL: Yes. Just a few.  
13    Good morning.

14                  MR. LOWERY: Good morning.

15                  COMMISSIONER HALL: You mentioned a  
16    moment ago with regard to the nonunanimous stip  
17    that there were very few changes recommended from  
18    the prior FAC. I'm just wondering if you could  
19    tell me some of the -- well, what --

20                  MR. LOWERY: Sure.

21                  COMMISSIONER HALL: Explain -- I  
22    don't need you to go comma by comma, but what are  
23    the most significant changes?

24                  MR. LOWERY: Yeah. Absolutely.  
25    Absolutely. I think -- and I apologize that this

1 red line is a little -- the formatting isn't quite  
2 as neat as we would have liked, but it was Friday  
3 afternoon and we felt like we should get it filed  
4 rather than filing it over the weekend.

5 But most of the changes you see here  
6 are simply in the nature of clarification to just  
7 tighten up the language a little bit where you see,  
8 for example, the following costs, the following  
9 costs. There's no change in meaning. Just to be a  
10 little bit clearer about what is covered, but  
11 there's no change in meaning.

12 You'll see there on Sheet 73.1 that  
13 we took out the words "and 575". Honestly, I don't  
14 know why account 575 was ever listed in the tariff.  
15 We've never had any charges that are included in  
16 the FAC in 575. It never should have been there,  
17 but it's a holdover from our very first FAC tariff.  
18 It was a mistake, and we recognized it in this case  
19 for the first time and said, no, it ought to come  
20 out.

21 There was a recommendation on the  
22 part of Staff and on the part of OPC -- which we  
23 agreed with in testimony, so this wasn't a  
24 controversy -- to take out insurance premiums  
25 related to replacement power insurance and then

1 proceeds for replacement power insurance. So that  
2 again is a cleanup item that was agreed upon that  
3 we just implemented when we did the stipulation.

4           The only real substantive change, and  
5 it's not all that substantive, but I think it is  
6 important, and I'm sure OPC believes it's  
7 important. We've had a process that you approved  
8 in the last rate case -- well, let me back up a  
9 little bit.

10           RTOs are free, without any in-- well,  
11 I shouldn't say there's no input. We can  
12 participate in stakeholder groups and we can talk  
13 to MISO about these things, but MISO gets to  
14 decide. RTOs can renumber or add schedules, or  
15 they can add what they call charge types. Charge  
16 types is a bit of a misnomer because charge type  
17 sometimes reflect revenues, and we've had some  
18 charge types come along since the last case that  
19 actually reflect revenues that we get that are  
20 reported in the FAC and actually lower the net fuel  
21 cost. But they can add those.

22           And in the last case, working with  
23 Staff and others, we made this FAC tariff pretty  
24 prescriptive. So here's the things that are  
25 included. And if those things aren't included,

1 then it's not included. It didn't really change  
2 the nature of the costs and revenues that had  
3 always been included. It just spelled them out  
4 with a lot more prescriptiveness.

5           So we agreed to this process that you  
6 see starting over here on sheet 73.5 that said if  
7 MISO adds a schedule or a charge type and it's of  
8 the same nature, it's essentially the same cost or  
9 revenues of the same nature of ones that are  
10 already in the FAC, then we will give notice to all  
11 the parties who are party to the case where the FAC  
12 was approved at least 60 days before we would  
13 include any costs or revenues under that charge  
14 type in a fuel adjustment clause adjustment filing.

15           And if anyone objects, then the issue  
16 would come to you, and we would actually bear the  
17 burden before you to convince you, yes, these are  
18 in the same nature, they really aren't different in  
19 nature. And if you agreed with us, then they would  
20 continue to flow through, and if you disagreed with  
21 us, then we would have to refund those amounts. I  
22 guess in the case of revenue, we'd get the revenue  
23 back, with interest.

24           And we've given five such notices  
25 since the last rate case, and nobody objected and



1 there's been some new charge types and schedules.

2 Let me give you an example of primarily the new  
3 schedules.

4 As I think you know, we have  
5 customers in the bootheel of Missouri, and those  
6 customers were in the service territory of, used to  
7 Arkansas Power & Light. It's known as Entergy now.  
8 When Ameren Missouri bought Arkansas Power &  
9 Light's Missouri service territory, whenever it  
10 was, 10, 15 years ago, maybe a little longer.

11 Those customers are not directly  
12 connected to Ameren Missouri's transmission system.  
13 So we've always received transmission charges from  
14 Entergy, and those have always been in the FAC just  
15 like the other transmission charges.

16 But when Entergy joined MISO, Entergy  
17 no longer is providing transmission under its own  
18 tariff. Now they're under the MISO tariff. So  
19 MISO created, I think it's four new schedules to  
20 reflect those same Entergy transmission charges.  
21 Well, it's the same transmission charges, but now  
22 they're under a different schedule and the schedule  
23 wasn't listed in the tariff. So under this notice  
24 provision we gave notice and have started to  
25 include those.

1                   So the substantive change here is,  
2   instead of us giving notice through our monthly  
3   reports and then somebody objecting and then we go  
4   through the process, now we will make a filing with  
5   the Commission. So we will -- instead of the  
6   notice, we will make a filing. We'll say, MISO  
7   added Schedule 100 and it's in the nature of and  
8   similar, same as this.

9                   And then if folks object, then we'll  
10   go through a process where you resolve the  
11   objection. And again, it's our burden to convince  
12   you if they do object that it should be included.  
13   And if you -- if you disagree with us, we have to  
14   refund the sums with interest. But instead of  
15   notice, it's become a filing.

16                   We also made clear that other parties  
17   can petition you to say, MISO added this schedule  
18   out here. We think it ought to be in the FAC.  
19   Ameren hasn't added it. We think they should. I  
20   would assume that those would be revenues that  
21   somebody would probably petition. And in that  
22   case, they have the burden to convince you, but  
23   it's the same process.

24                   That's really the only substantive  
25   change. It's a filing with the Commission as

1 opposed to notice. Otherwise, substantively  
2 there's no real change.

3 COMMISSIONER HALL: Okay. Thank  
4 you. I have no further questions.

5 JUDGE WOODRUFF: Thank you, sir.  
6 Opening for Staff.

7 MR. THOMPSON: Thank you, Judge. May  
8 it please the Commission?

9 Staff has no FAC issues. We had a  
10 few tweaks that we wanted in the FAC that the  
11 company agreed to, and so Staff really has no issue  
12 today. Staff was a signatory to the Nonunanimous  
13 Stipulation & Agreement that has since been  
14 objected to.

15 Staff accepts that transmission  
16 charges are included in the FAC. This was decided  
17 by the Commission in the last rate case. Staff  
18 believes the FAC should continue, that the sharing  
19 should continue as it currently exists.

20 Thank you very much.

21 JUDGE WOODRUFF: Questions,  
22 Mr. Chairman?

23 CHAIRMAN KENNEY: No thanks. Thank  
24 you, Mr. Thompson.

25 MR. THOMPSON: Thank you,

1 Mr. Chairman.

2 COMMISSIONER HALL: Yeah. Good  
3 morning.

4 MR. THOMPSON: Good morning, sir.

5 COMMISSIONER HALL: Could you explain  
6 to me with regard to the 95/5 sharing mechanism,  
7 what happens to the 5 percent of fuel costs that  
8 are not run through the FAC?

9 MR. THOMPSON: Well, the way it works  
10 is that you have a base level that are in rates,  
11 right, net base energy charge, and then the FAC  
12 takes care of volatility. And so the sharing  
13 percentage provides that the ratepayers will pay  
14 for 95 percent of any volatility, that is charges  
15 up above the base rates. The 5 percent is absorbed  
16 by the company.

17 COMMISSIONER HALL: Okay. And that  
18 works the same the other way?

19 MR. THOMPSON: It works the same the  
20 other way with the off-system sales, so that if  
21 there are off-system sales that are net of various  
22 charges, then 95 percent of the benefit goes to the  
23 ratepayers and the remaining 5 percent of the  
24 benefit goes to the shareholders.

25 COMMISSIONER HALL: Since the last

1 rate case, how have fuel charges compared to the  
2 base rates?

3 MR. THOMPSON: Fuel charges have been  
4 up, I understand, by about 30 percent or more, and  
5 off-system sales have been down.

6 COMMISSIONER HALL: So 95 percent of  
7 the 30 percent has been borne by --

8 MR. THOMPSON: Been borne by the  
9 ratepayers.

10 COMMISSIONER HALL: 5 percent by  
11 shareholders?

12 MR. THOMPSON: By the shareholders.

13 COMMISSIONER HALL: Thank you.

14 CHAIRMAN KENNEY: Mr. Thompson, I do  
15 have one question. You indicated Staff had signed  
16 the Nonunanimous Stipulation & Agreement, and I  
17 don't see a Staff signature on here. You do  
18 support it?

19 MR. THOMPSON: Did I misstate?

20 MR. LOWERY: You signed the one that  
21 resolved net energy costs and billing units and so  
22 on, which did have some relation to the FAC, but  
23 not this last one on Friday.

24 MR. THOMPSON: Okay. I apologize.  
25 There's been so many flying around, I haven't been

1 clear on what I signed and what I haven't.

2 MR. LOWERY: I'm sorry.

3 JUDGE WOODRUFF: Staff has no  
4 objection?

5 MR. THOMPSON: No, we have no  
6 objection to it.

7 JUDGE WOODRUFF: Thank you. Opening  
8 for Public Counsel.

9 MR. POSTON: Good morning. May it  
10 please the Commission?

11 It's no secret that Public Counsel  
12 has opposed FAC in the past, mostly for the same  
13 reasons the Supreme Court struck it down back in  
14 1979. FAC clauses allow utilities to raise rates  
15 between rate cases without considering all relevant  
16 factors, regardless of whether the utility's  
17 already earning its authorized return. Essentially  
18 they permit single-issue ratemaking, and they shift  
19 risk to consumers, and I don't think anybody here  
20 would dispute those facts.

21 Five years ago when the Commission  
22 first authorized Ameren to establish an FAC, OPC  
23 opposed Ameren getting the FAC primarily because we  
24 believe the company had not met the Commission's  
25 standards that established the need for the

1 surcharge.

2                   In this case, we focused much of our  
3 case on the Commission's minimum filing  
4 requirements that require Ameren to provide  
5 complete explanations of the costs and revenues  
6 that it intends to flow through the FAC.

7                   As you recall, early in this case we  
8 sought to strike Ameren's direct testimony and  
9 proposed FAC tariff sheets. We argue they did not  
10 satisfy the minimum filing requirements that  
11 require the company to file these complete  
12 explanations. Our motion to strike was denied.

13                   The one thing we've sought through  
14 this case -- or one thing that we've sought through  
15 this case is transparency, transparency of the  
16 costs and revenues in the FAC or proposed to be  
17 included in the FAC. And one area of particular  
18 concern was and is MISO costs that Ameren's flowing  
19 through its FAC and whether each cost meets the  
20 Commission's standards regarding volatility,  
21 manageability, magnitude, and that incentives the  
22 FAC provides for the company are reasonable.

23                   With the Nonunanimous Stipulation  
24 that we entered into with Ameren on Friday, Ameren  
25 has committed to providing us with much greater

1 detail for each account, sub-account and activity  
2 code that Ameren uses to categorize costs that it  
3 includes in the FAC. We will meet with Ameren in  
4 the next few months with the ultimate goal being an  
5 August 1st filing by Ameren that includes our  
6 agreed-upon detailed descriptions of every cost and  
7 revenue that Ameren includes in its FAC.

8 We wanted this information to be  
9 filed with the Commission to give the Commission  
10 and any other interested party a better  
11 understanding of what's being included. These  
12 descriptions will be in greater detail than what  
13 has been provided for in testimony in this case,  
14 and we hope this will help our office and everyone  
15 really, including the Commission, in future FAC  
16 requests.

17 Another area of concern regarding the  
18 FAC that the stipulation addresses is the current  
19 FAC tariff sheet provision that allows Ameren to  
20 add costs and revenue types between rate cases  
21 without making a filing with the Commission. It  
22 was -- currently it's just through a notice that's  
23 included in the monthly reports.

24 This isn't a big change, like  
25 Mr. Lowery talked about, but we think it will help





1 protections by eliminating Ameren's ability to add  
2 costs between rate cases.

3 Thank you.

4 JUDGE WOODRUFF: Questions,  
5 Mr. Chairman?

6 CHAIRMAN KENNEY: No questions.

7 Thank you.

8 JUDGE WOODRUFF: Commissioner Hall?

9 COMMISSIONER HALL: No questions,

10 JUDGE WOODRUFF: Commissioner Rupp?

11 COMMISSIONER RUPP: No questions.

12 JUDGE WOODRUFF: Thank you very much.

13 Opening for MIEC.

14 MR. DOWNEY: Good morning, and may it  
15 please the Commission? Mr. Chairman, can you see  
16 the screen?

17 CHAIRMAN KENNEY: No, but that's  
18 okay.

19 MR. DOWNEY: All right.

20 CHAIRMAN KENNEY: Is it your opening  
21 slides?

22 MR. DOWNEY: Yes, it is.

23 CHAIRMAN KENNEY: I'll try to zoom in  
24 on it. Thank you.

25 MR. DOWNEY: And before I forget,

1 Mr. Chairman, you had a question about what other  
2 utilities do and whether they surcharge  
3 transmission costs through the FAC. Mr. Dauphinais  
4 can answer that question.

5 CHAIRMAN KENNEY: Excellent. Thank  
6 you.

7 MR. DOWNEY: Okay. So there's two  
8 issues that the MIEC has for today. One is, what  
9 is the proper level of the Noranda load to be  
10 included in net base energy costs? Mr. Meyer  
11 addresses that. And I think it was last week, it  
12 may have actually been the week before,  
13 Commissioner Hall, you were asking him some  
14 questions on this, and you asked whether it was the  
15 right time, and he responded, Mr. Meyer did, that  
16 now would be the time. So he'll be up today.

17 The second issue, which is probably  
18 the bigger issue and you'll hear the most about, is  
19 the question of whether power generated by Ameren  
20 Missouri's generators to serve its load, namely its  
21 ratepayers, is purchased power. And that's the  
22 issue Mr. Dauphinais addresses.

23 There's no secret in the record that  
24 there's been a number of pot failures at the  
25 Noranda smelter, and that has had an impact on its

1 demand last year and early this year, and the  
2 question is what level of load to assign for  
3 Noranda going forward. That issue is addressed in  
4 Mr. Meyer's surrebuttal at pages 26 and 27, and  
5 he'll be here today to answer your questions.

6           It's the MIEC position that power  
7 generated by Ameren Missouri to serve its  
8 ratepayers is not purchased power. Mr. Lowery's  
9 correct, we call it self-generated power. And the  
10 question then under the legal question is whether  
11 the transmission of this power is the transmission  
12 of purchased power.

13           We talk a lot about the UCCM case.  
14 It is in that case that the Missouri Supreme Court  
15 in 1979 said there will be no surcharges unless  
16 authorized by statute. I set forth the quote on  
17 that slide. It's for the Legislature, not the  
18 Public Service Commission, to set the extent of the  
19 latter's jurisdiction. The mere fact that the  
20 Commission has approved similar clauses in the past  
21 or that other states permit them is irrelevant if  
22 they are not permitted under our statute.

23           Again, I think this goes to the  
24 question of what Ameren may or may not have been  
25 surcharging historically.

1           If the Legislature wishes to approve  
2 automatic adjustment clauses, it certainly has the  
3 authority to do so. That's what the Supreme Court  
4 said at page 57 of that decision.

5           So the Legislature did respond, and  
6 it adopted Section 386.266, and I set out -- the  
7 relevant part out in this slide. At the very end  
8 it's clear, and I've highlighted it, the surcharges  
9 is to reflect, are to reflect increases and  
10 decreases in prudently incurred fuel and purchased  
11 power costs, including transportation.

12           And Mr. Lowery's correct, you  
13 addressed the question of whether transmission is  
14 transportation in your last case, and the Court of  
15 Appeals did as well, and transmission is  
16 transportation. So that's not an issue here.

17           But the Court of Appeals made it  
18 absolutely clear that you did not address the issue  
19 we're presenting today. And it was this  
20 Commission's lawyers in the appeal that raised  
21 that, and what the court said is, as a threshold  
22 issue, we must address the PSC's contention that  
23 Consumers failed to preserve these, quote,  
24 purchased power, closed quote, issues for appeal.  
25 The PSC argues that Consumers should be barred from

1 arguing the purchased power issues because those  
2 issues were never presented to the PSC for  
3 consideration below. The court said, we agree. So  
4 that's why we're here with this issue in this case.

5 Ameren Missouri said it best and said  
6 it well in 2006, and I quote, FACs allow utilities  
7 to timely pass through the necessary costs, subject  
8 to full prudence review and other consumer  
9 protections discussed below, associated with  
10 obtaining the fuel needed to fire the generation  
11 that serves customers as well as the costs  
12 associated with purchased power needed to  
13 supplement the energy and capacity available from  
14 the utility-owned generation. That is our position  
15 in this case.

16 And Ameren Missouri said it well, and  
17 it said that on September 7, 2006 as part of the  
18 rulemaking hearing for the regulation on the FAC  
19 clause. You can also find that in Mr. Dauphinais'  
20 surrebuttal at page 9.

21 This statement by Ameren Missouri was  
22 made well after the company's integration in MISO  
23 and the April 1, 2005 startup of the MISO Day Two  
24 energy markets. That clearly shows that the  
25 company has previously recognized it serves its

1 load from its own generating units and supplements  
2 the generation with power purchases.  
3 Mr. Dauphinais said that in his surrebuttal at  
4 page 10.

5 To be clear, the MIEC does not seek  
6 to deny Ameren Missouri the right to recover its  
7 transmission costs from ratepayers. However, it  
8 must recover those costs like almost all of its  
9 other non-fuel costs through base rates set in rate  
10 cases.

11 Ameren Missouri argues that the  
12 subject charges are for transportation of purchased  
13 power because, one, Ameren has been including these  
14 costs in its FAC since inception of the FAC.

15 And I'll just inject here that the  
16 Schedule 26A charges are the big dollar charges,  
17 and I know Staff was not aware that they were being  
18 surcharged, and the MIEC was not aware they were  
19 being surcharged until the last rate case. And we  
20 had a big issue, and you'll recall it was all done  
21 at the 11th our with surr-surr-surrebuttal and  
22 depositions the day before trial.

23 Ameren's second argument is that its  
24 participation in MISO transforms all of its  
25 generated power for load into purchased power

1 because it first sells that power to MISO -- I  
2 think it says the MISO market. It's very careful  
3 not to say it sells it to MISO. It says it sells  
4 it to the MISO market and then it buys it back from  
5 the MISO market. That's Ameren's position.

6 Third, Ameren claims that  
7 Mr. Dauphinais' statements in past cases somehow  
8 bind this Commission.

9 And fourth, this Commission has  
10 supposedly already found as fact that Ameren  
11 Missouri sells all of its generated power to MISO  
12 or the MISO market and then buys it back to serve  
13 its load. And you'll find that in Mr. Haro's  
14 rebuttal, pages 14 through 28.

15 Contrary to just pounding on the  
16 table, I'll tell you we are arguing that legally  
17 Ameren cannot do this and factually Ameren cannot  
18 do this. So we are arguing facts and law. We're  
19 not just pounding the table.

20 Legally, wasn't the purpose of  
21 Section 386.266.1 to do exactly what Ameren  
22 Missouri told you in September of 2006? And we  
23 contend, yes, that was the purpose. And I've set  
24 forth that Ameren statement again in the next  
25 slide.



1                   So the question that you, I think,  
2    should ask yourself: If all power provided to  
3    ratepayers is purchased power as Ameren Missouri  
4    claims, then why would Section 386.266 even allow a  
5    surcharge for fuel costs since ratepayers are  
6    allegedly served not by generators but rather by  
7    power purchases?

8                   And as Mr. Lowery correctly noted in  
9    his opening statement, Mr. Dauphinais does label  
10   the position of Ameren Missouri as absurd. Sorry.  
11   I can't read that far from the screen.

12   Mr. Dauphinais notes, If we ignore the fact that  
13   the company generates almost all the power it sells  
14   to its customers and instead engage in the fiction  
15   that it sells all of its generated power to MISO as  
16   off-system sales and buys it back for its customers  
17   as purchased power, then, one, the fuel and  
18   purchased power cost for power paid by customers  
19   would be equal to the wholesale market price for  
20   power, not the company's cost to produce power in  
21   its own generating units supplemented by occasional  
22   wholesale market purchases; and two, the entire  
23   output of the company's generation facilities would  
24   be dedicated to the production of off-system sales,  
25   not to serving the company's customers.

1           He also states on page 8 of his  
2   surrebuttal, under this scenario the company's  
3   accounting with the Commission would not assign any  
4   generation fuel costs to customers. Only purchased  
5   power costs would be assigned to customers. In  
6   addition, there would be grounds for the Commission  
7   to remove from the company's rate base the entire  
8   net plant of the company's generation facilities  
9   since those facilities would no longer be serving  
10  the company's customers.

11           And he drops a footnote, and in that  
12  footnote he notes, Obviously if this was done, the  
13  fuel expenses, O&M expenses and the off-system  
14  sales revenues associated with the company's  
15  generation facilities would also be removed from  
16  rates.

17           Section 386.266 provides for the  
18  recovery of fuel and purchased power costs to serve  
19  Ameren Missouri's ratepayers. It does not  
20  contemplate that Ameren Missouri would use the MISO  
21  market -- maybe this is a strong word. I'm sorry.  
22  I'll apologize to Ameren -- but to launder its  
23  self-generated power in an effort to convert it  
24  into purchased power so that it can claim that the  
25  recovery of transmission costs flow through the

1 FAC.

2 In fact, this is what this Commission  
3 said in Case No. ER-2010-0356, In Re. Kansas City  
4 Power & Light, Greater Missouri Operations, and  
5 it's Finding 76. I've set that forth in the slide.  
6 The Commission concludes that all transmission  
7 costs should not be included in GMO's adjustment  
8 clause because they are not included in  
9 Section 386.266, RSMo. Sub 2010 as a type of cost  
10 to be covered through a fuel adjustment clause.  
11 They are inconsistent with the definitions of fuel  
12 and purchased power costs in 4 CSR  
13 240-20.090(1)(b), and that's the FAC regulation,  
14 and elsewhere, and they do not vary in direct  
15 relationship with fuel or purchased power. With  
16 regard to the transmission costs specifically  
17 related to off-system sales, however, those costs  
18 shall be allowed.

19 So I indicated we have legal  
20 arguments, and I've just given you the legal  
21 arguments, precedent by this Commission and a  
22 straightforward application of the words of the  
23 statute.

24 So what are the facts that support  
25 our position? For one, Ameren Missouri's own

1 accounting schedules. As Mr. Dauphinais notes in  
2 his surrebuttal on page 9, the company's own  
3 accounting schedules show that most of the fuel  
4 costs it incurs are incurred to serve its load, not  
5 its off-system sales. Specifically, referring to  
6 Ameren Missouri witness Laura Moore's Schedule  
7 LMM-17 and the calculation of its NBEC, net base  
8 energy cost, in its direct testimony the company  
9 indicated that \$682,452,000 would be incurred for  
10 fuel consumed in its own generation facilities to  
11 serve its load, i.e. its customers, and only  
12 \$171,791,000 would be incurred for fuel consumed in  
13 its own generation for off-system sales. That's in  
14 Schedule LMM-17 at lines 1 and 7.

15           Clearly if the company was purchasing  
16 all of its power for its load and selling all of  
17 the power it generates as off-system sales, it  
18 would show zero dollars for generation fuel costs  
19 to serve its load and \$854,243,000 of generation  
20 fuel costs for off-system sales. The company is  
21 clearly not claiming this on its own schedules in  
22 this proceeding.

23           And Ameren Missouri's FAC  
24 surveillance reports, which we've heard a lot about  
25 in this case and prior cases, also bear this out.

1 On its fourth quarter -- is this highly  
2 confidential?

3 MR. LOWERY: No. It's been  
4 declassified.

5 MR. DOWNEY: Okay. On its fourth  
6 quarter 2014 report on page 3A, it reported 2014  
7 fuel expense for native load of \$708 million and  
8 fuel expense for off-system sales of 138.5 million.  
9 Not all fuel is for off-system sales. Similarly,  
10 its 2014 purchased power to serve native load is  
11 only \$79 million.

12 So in conclusion, we believe a fair  
13 reading of the statute does not allow Ameren  
14 Missouri to surcharge these transmission costs, and  
15 we're talking about the transmission costs  
16 principally for power generated by Ameren Missouri  
17 to serve its ratepayers. So Ameren Missouri's own  
18 accounting does not support this, and the  
19 Commission is yet to address this issue.

20 JUDGE WOODRUFF: Questions,  
21 Mr. Chairman?

22 CHAIRMAN KENNEY: Yes. Thank you,  
23 Mr. Downey. I want to be very brief, if I may. It  
24 sounds like Mr. Dauphinais will be able to answer  
25 questions about whether Ameren's purchases of

1 energy are essentially self-scheduled purchases to  
2 serve its native load?

3 MR. DOWNEY: Yes, he will be able to.

4 CHAIRMAN KENNEY: And just to be  
5 clear, it seems like MIEC's position, if I  
6 understood you correctly, is consistent with the  
7 position we took in the ER-2010-0356 KCPL case?

8 MR. DOWNEY: Certainly when it --

9 CHAIRMAN KENNEY: That being that  
10 transmission charges associated with energy to  
11 serve native load shouldn't flow through the FAC?

12 MR. DOWNEY: Exactly.

13 CHAIRMAN KENNEY: Okay. All right.

14 Thank you. That's all I have.

15 JUDGE WOODRUFF: Commissioner Hall?

16 COMMISSIONER HALL: I have no  
17 questions.

18 JUDGE WOODRUFF: Commissioner Rupp?

19 COMMISSIONER RUPP: No questions.

20 JUDGE WOODRUFF: I don't have a  
21 question, but I do want to clear up a little  
22 housekeeping matter. Earlier we talked about  
23 taking administrative notice of testimony under the  
24 last case dealing with the FAC. I was hoping you  
25 could clarify exactly which -- just file a list at

1 some point, which testimony you're asking us to --

2 MR. DOWNEY: Certainly.

3 JUDGE WOODRUFF: -- take notice of so  
4 there's no question later on as to what is actually  
5 in the record.

6 MR. DOWNEY: Certainly.

7 JUDGE WOODRUFF: If you could do that  
8 sometime before the end of the week.

9 MR. DOWNEY: All right. I will.

10 JUDGE WOODRUFF: That's all. Opening  
11 for Consumers Council.

12 MR. COFFMAN: Good morning. May it  
13 please the Commission?

14 Consumers Council of Missouri is  
15 opposed to the fuel adjustment clause. We would  
16 ask that you discontinue it in this case as unjust  
17 and unreasonable, and this has been the position of  
18 my client for many decades.

19 And if I might give you maybe a  
20 longer historical background on this issue than  
21 we've been talking about thus far, from the --  
22 probably the incorporation of Union Electric  
23 Company in 1922 until somewhere in the middle of  
24 the 1970s, the utility bore all the risk of fuel  
25 and purchased power cost. 100 percent of the

1 variation from case to case was borne by the  
2 utility, and it served well to incentivize the  
3 utility to seek out cost savings and to make sure  
4 that its contracts were prudent and as cheap as  
5 they could make them, and that was because they had  
6 a very direct stake in the matter.

7 Under a fuel adjustment clause, they  
8 don't have that stake. And so for say 50 years the  
9 utility bore 100 percent of the risk, and in  
10 return, the utility is granted an opportunity to  
11 earn a fair rate of return. This is -- this issue  
12 is -- goes to the very heart of the system of  
13 utility regulation that we have in Missouri for  
14 energy companies, and that is the rate of return or  
15 cost of service regulation.

16 A fuel adjustment clause is a huge  
17 exception to that principle, and when in the 1970s  
18 this Commission began experimenting with fuel  
19 adjustment clauses in response to utilities'  
20 concerns about rising energy costs, the Consumers  
21 Council went to the courts, and the battle there  
22 culminated in the UCCM case. Back then it was the  
23 Utility Consumers Council. This is the case that's  
24 been described in this case as the Bible, and this  
25 UCCM case is, I think, worth rereading and



1 considering. It talks about the importance of all  
2 relevant factors and why a fuel adjustment clause  
3 is unfair.

4                   For the -- so that case down in 1979.  
5 From 1979 until about 2009, for about another 30  
6 years, again, the utility bore 100 percent of the  
7 risk. So we have 50 years utility bore 100 percent  
8 of the risk in variation. Then for four years they  
9 had zero percent. Then for another 30 years the  
10 utility went back and it bore 100 percent of  
11 variation. The absorbed all the cost.

12                   And this was a powerful incentive,  
13 and it served, in my opinion, to be a much more  
14 powerful incentive than after-the-fact Staff  
15 prudence reviews.

16                   During that -- during that time, that  
17 30 years from when the Supreme Court of Missouri  
18 struck down the fuel adjustment clause and the  
19 Legislature allowed the authorization of it, even  
20 Union Electric Company acknowledged that it  
21 provided extra incentive. In 1998 the CEO of the  
22 company in a letter to its shareholders  
23 acknowledged that it provided additional incentive,  
24 that the lack of a fuel adjustment clause drove  
25 them to find further cost savings.

1                   Well, after the Legislature  
2 authorized it, the Commission passed rules, and the  
3 first instance where Ameren Missouri asked for a  
4 fuel adjustment clause, and this was in 2007, this  
5 Public Service Commission looked at the evidence  
6 and denied the fuel adjustment clause.

7                   Quoting from that Order in 2007,  
8 After carefully considering the evidence and  
9 arguments of the parties and balancing the  
10 interests of ratepayers and shareholders, the  
11 Commission concludes that AmerenUE's fuel and  
12 purchased costs are not volatile enough to justify  
13 the implementation of a fuel adjustment clause at  
14 this time.

15                   So while the Commission had granted a  
16 fuel adjustment clause for Empire District Electric  
17 Company and Aquila, it found that the facts  
18 pertaining to Ameren Missouri and its off-system  
19 sales were different. It's a larger company, and I  
20 don't think much has changed in the evidence in  
21 this case to truly justify Ameren needing it. It  
22 does not need what the law in 2005 says that it  
23 needs is a sufficient opportunity to earn a fair  
24 rate of return.

25                   In fact, I contend that the fuel

1 adjustment clause has been a contributing factor,  
2 significant contributing factor to the overearnings  
3 that we've seen in the last few years.

4 In the subsequent case, the 2008  
5 case, the Commission did grant a fuel adjustment  
6 clause, granting that in -- starting in 2009. It  
7 was a very big controversy right off the bat with  
8 that relating to the ice storm. And since some  
9 challenges in subsequent rate cases, the Commission  
10 has not discontinued the fuel adjustment clause,  
11 although it has reviewed it and in a sense has said  
12 in a couple of orders that it's kind of premature  
13 to do so.

14 I would contend that the overearnings  
15 that we have seen in the last few years is reason  
16 to reconsider. And if the Commission does not  
17 reconsider, we contend that the sharing percentage  
18 should be reconsidered. I'm not sure that there's  
19 any real factual basis that has ever been put forth  
20 that precisely ties why only 5 percent of the cost  
21 should be borne by the utility.

22 So we go from 100 percent down to  
23 virtually nothing, and the evidence shows that the  
24 5 percent incentive is not enough. It virtually  
25 still guarantees the utility 98, 99 percent of its

1 fuel costs.

2                   And so the concerns about the fuel  
3 adjustment clause are that it does not allow  
4 offsetting factors, just single-issue ratemaking,  
5 piecemeal ratemaking, and that has disadvantaged  
6 consumers. Consumers have paid more than they  
7 otherwise would.

8                   But just as important is the  
9 incentive that it provides. The alignment of  
10 interests of consumers and shareholders is served  
11 by rate of return regulation. And that incentive  
12 is just simply not there, it's just not nearly  
13 strong enough to drive the utility to make the most  
14 prudent and cost-effective decisions.

15                   So we would suggest that if you are  
16 going to continue the fuel adjustment clause, that  
17 you would strike a balance somewhere around 50/50  
18 that would mitigate the utility's exposure to  
19 variations but would still provide a meaningful  
20 incentive for the utility to know that they have  
21 skin in the game when they look at fuel and  
22 purchased power decisions going forward.

23                   The other thing is the third thing  
24 that is a serious problem in my mind with the  
25 continuation of a fuel adjustment clause is it

1 provides an incentive for the utility to create  
2 ever more accounts and sub-accounts to slip into  
3 the fuel adjustment clause. It is so much easier  
4 to get costs passed through dollar per dollar  
5 through a fuel adjustment clause at 95 centers on  
6 the dollar than it is to argue all relevant factors  
7 in a rate case.

8                   And that brings us to the  
9 transmission costs, which I would urge the  
10 Commission to hold the line on and not allow. When  
11 we're getting into projects, actually building  
12 transmission projects, these are hard assets. This  
13 is no longer what I believe the Legislature  
14 intended by fuel and purchased power costs.

15                   And we wholeheartedly support the  
16 MIEC position and would hope that you -- if you do  
17 continue the fuel adjustment clause, you keep it  
18 reined in to only fuel costs and keep that fuel  
19 adjustment clause from growing to the point where  
20 it overtakes the general rate case process.

21                   So again, we ask that you apply some  
22 fairness, some symmetry, some sharing that's  
23 meaningful. We ask that you provide just and  
24 reasonable rates. That's all I have.

25                   JUDGE WOODRUFF: Mr. Chairman?

1                   CHAIRMAN KENNEY: Mr. Coffman, thank  
2 you. Do you agree with the MIEC position with  
3 respect to the transmission charges related to  
4 purchases of energy in -- purchases and sales in  
5 the MISO market that those transmission charges  
6 shouldn't flow through the FAC?

7                   MR. COFFMAN: Yes.

8                   CHAIRMAN KENNEY: For the same  
9 reasons? I mean, essentially is it -- do you agree  
10 with the position that Ameren's purchases of  
11 sales -- purchases and sales in the MISO market are  
12 essentially self-scheduling sales?

13                  MR. COFFMAN: I can't say that I'm  
14 completely well versed in the definition of  
15 self-scheduling, but yes, it does seem to be a  
16 fiction to treat that as an off-system sell. Under  
17 that theory, every bit of power that they produce  
18 could flow through the fuel adjustment clause, and  
19 you might as well adopt formula rates and be done  
20 with it. I think that that's a real intellectual  
21 fiction that really doesn't conform to the intent  
22 of what purchased power was meant to be under the  
23 statute, 386.266. Does that answer your question?

24                  CHAIRMAN KENNEY: Consumers Council's  
25 default position is that we should do away with it

1 altogether, correct?

2 MR. COFFMAN: Yes.

3 CHAIRMAN KENNEY: Do you express an  
4 opinion or do you have an opinion about what effect  
5 that would have on Ameren's ability to attract  
6 capital given that 98 percent of electric utilities  
7 in the United States have an FAC?

8 MR. COFFMAN: There was not a  
9 perceptible adjustment, as I think the record has  
10 previously requested, when the fuel adjustment  
11 clause was adopted in 2007. I'm not sure -- and  
12 I'm speaking here only as to Ameren Missouri. I  
13 think there might be other utilities that are more  
14 exposed on their fuel costs than Ameren Missouri.  
15 As to Ameren Missouri, I don't think that you would  
16 have any meaningful difference.

17 CHAIRMAN KENNEY: Well, okay. But  
18 you just said because there's evidence that there  
19 wasn't a meaningful or appreciable effect on their  
20 credit rating when it was given to them, correct?

21 MR. COFFMAN: Correct.

22 CHAIRMAN KENNEY: Can we really  
23 logically extrapolate from that fact that if it  
24 were taken away now it wouldn't have a negative  
25 impact?

1                   MR. COFFMAN: I think that investors  
2 would -- I mean, if they're doing their due  
3 diligence, they would understand that Missouri law  
4 does not grant a fuel adjustment clause as a  
5 privilege or a right, but that it is something it  
6 has to prove up in general rate case, and that it's  
7 been denied in the past, and that there's been long  
8 periods of -- decades where this utility has not  
9 had a fuel adjustment clause, and during that time  
10 it paid dividends and it thrived, made significant  
11 profits.

12                   But if the Commission is unwilling to  
13 discontinue the fuel adjustment clause, I think  
14 that there is a middle road. I think that most of  
15 the problems that I think are serious problems from  
16 a consumer perspective with a fuel adjustment  
17 clause can be resolved through a meaningful sharing  
18 mechanism.

19                   So I think a 50/50 sharing mechanism  
20 would take care of more than 50 percent of the  
21 concerns with this particular mechanism, because we  
22 would know that there would be a real meaningful  
23 stake in these decisions, that there would be skin  
24 in the game. And that, you know, based on past  
25 experience, has been very -- has worked to provide



1 cost-effective rates.

2 CHAIRMAN KENNEY: Okay. Thank you  
3 very much. No other questions.

4 CHAIRMAN KENNEY: Commissioner Hall?

5 COMMISSIONER HALL: No questions.

6 COMMISSIONER RUPP: No questions.

7 JUDGE WOODRUFF: I do have a  
8 question, Mr. Coffman. The Stipulation & Agreement  
9 that Consumers Council is opposing, I understand  
10 you're opposing it because you'd like to see the  
11 fuel adjustment clause go away entirely.

12 There were some elements in there  
13 that were described by Public Counsel in their  
14 opening about the information Ameren will file in  
15 its next rate case and notice of changes of  
16 elements going into the FAC. Do you oppose those  
17 particular elements or just the general FAC?

18 MR. COFFMAN: No. Any effort to be  
19 more explicit about what's in the fuel adjustment  
20 clause, to not allow new charges to be slipped in  
21 in between rate cases and to tighten up the process  
22 is positive.

23 JUDGE WOODRUFF: Okay. Thank you. I  
24 believe that concludes all the openings on this  
25 issue, then. The first witness would be for

1 Ameren, Ms. Barnes. We'll take a break before we  
2 go to the first witness. We'll come back at let's  
3 say 11:30.

4 (A BREAK WAS TAKEN.)

5 JUDGE WOODRUFF: We're back from our  
6 break and we're ready for our first witness.

7 MR. LOWERY: Call Lynn Barnes to the  
8 stand. Your Honor, while Ms. Barnes is taking the  
9 stand, she's been on the witness stand before. I  
10 believe her testimony was offered and hasn't been  
11 admitted. This is her last trip, so I'd ask that  
12 her testimony be admitted at this time.

13 JUDGE WOODRUFF: I've got 2, 3HC and  
14 NP is her rebuttal, 4 is her surrebuttal.

15 MR. LOWERY: That's correct.

16 JUDGE WOODRUFF: Any objections to  
17 the receipt of those documents?

18 MR. THOMPSON: No objection.

19 JUDGE WOODRUFF: Hearing none, they  
20 will be received.

21 (AMERENUE EXHIBIT NOS, 2, 3NP/HC AND  
22 4 WERE RECEIVED INTO EVIDENCE.)

23 JUDGE WOODRUFF: And, Ms. Barnes, you  
24 are still under oath. Anything preliminary?

25 MR. LOWERY: Just a little bit, your

1 Honor.

2 LYNN BARNES testified as follows:

3 DIRECT EXAMINATION BY MR. LOWERY:

4 Q. Ms. Barnes, you're familiar with the  
5 Nonunanimous Stipulation & Agreement regarding some  
6 fuel adjustment clause issues that was filed on  
7 Friday; is that correct?

8 A. I am, yes.

9 Q. And obviously the company agreed --  
10 primarily agreed to do one thing and then also  
11 agreed to some changes to the FAC tariff that I  
12 talked about with Commissioner Hall early this  
13 morning, correct?

14 A. Yes. That's correct.

15 Q. As I read what the company agreed to  
16 do, the company agreed to sit down with OPC, and  
17 the words in the stipulation are reasonably and in  
18 good faith work to agree on additional descriptions  
19 of costs and revenues in the FAC by account, by  
20 sub-account and by activity code. Is that your  
21 understanding?

22 A. Yes, that's my understanding.

23 Q. Can you share with the Commission,  
24 the company not only agreed to do those things, but  
25 how does that relate to the company's views of the

1 **basic positions that OPC had taken in this case**  
2 **that were settled by entering into the stipulation?**

3 A. Well, I think our position still  
4 exists that in our -- in our understanding that the  
5 USOA, when it talks about accounts is FERC major,  
6 which I think are pretty clear with the USOA  
7 descriptions of what they are. We do use sub-  
8 accounts and activity codes to further bifurcate,  
9 primarily for our own reporting purposes, but we're  
10 happy to share those, as we've been doing over the  
11 course of the several iterations of the FAC and the  
12 monthly reports, and we will provide that  
13 information as well as a supplemental.

14 We don't believe that that  
15 necessarily meets a requirement for the minimum  
16 filing requirements. We think we met those. But  
17 we're happy to supplement that if that helps the  
18 parties to better understand the costs that are  
19 included in the FAC.

20 **Q. Is this the first time -- is this the**  
21 **first time the company's been asked to provide**  
22 **additional information that it has agreed to do so?**

23 A. No, it's not actually. I don't  
24 recall which case exactly, but there was an earlier  
25 case where we had a similar situation and met with

1 the Staff and other parties to look at the  
2 information that was provided in the monthly  
3 reports and that we did supplement those pieces of  
4 information.

5 In the last case, we also reached the  
6 agreement that we operate under today with respect  
7 to adding charge types and new account or sub-  
8 accounts underneath the FAC currently with the  
9 60-day notice that's in the monthly reports, and  
10 that's now being modified in this stipulation.

11 So we've been as clear, as  
12 transparent as possible with that, and believe that  
13 it's important to keep the FAC, but we don't  
14 believe that we were violating any filing  
15 requirements. We are just providing additional  
16 information as requested by the parties.

17 **Q. Obviously I can't testify, but you**  
18 **heard me describe the changes in the FAC tariff**  
19 **this morning and in particular describe the changes**  
20 **to the process that I talked about with**  
21 **Commissioner Hall. Would you agree that I**  
22 **described those changes accurately?**

23 A. Yes, I believe so.

24 MR. LOWERY: That's all I have, your  
25 Honor.

1 JUDGE WOODRUFF: All right. Cross  
2 based on questions from the Bench. I'll leave  
3 Consumers Council to last. For Staff?

4 MR. THOMPSON: No questions.

5 JUDGE WOODRUFF: MIEC?

6 MR. DOWNEY: No questions.

7 JUDGE WOODRUFF: Public Counsel?

8 MR. POSTON: No questions.

9 JUDGE WOODRUFF: Consumers Council?

10 MR. COFFMAN: No questions based on  
11 those questions.

12 JUDGE WOODRUFF: Okay. Any -- we'll  
13 come up for questions from the Bench then.  
14 Mr. Chairman?

15 QUESTIONS BY CHAIRMAN KENNEY:

16 Q. Good morning, Ms. Barnes.

17 A. Good morning, Chairman Kenney.

18 Q. Just a couple of questions. Would it  
19 be better to ask you or Mr. Haro about the process  
20 by which Ameren buys and sells energy in the MISO  
21 market?

22 A. That would surely be Mr. Haro, not  
23 me. He does the buying.

24 CHAIRMAN KENNEY: Thank you for your  
25 time. No questions.

1 JUDGE WOODRUFF: Commissioner Hall?

2 COMMISSIONER HALL: No questions.

3 JUDGE WOODRUFF: Commissioner Rupp?

4 COMMISSIONER RUPP: No questions.

5 JUDGE WOODRUFF: I have no questions.

6 Any recross based on that question from the Bench?

7 (No response.)

8 JUDGE WOODRUFF: Any redirect?

9 MR. LOWERY: No redirect, your Honor.

10 JUDGE WOODRUFF: Then you can step  
11 down.

12 (Witness excused.)

13 JUDGE WOODRUFF: Next witness is  
14 Mr. Francis.

15 MR. LOWERY: Mr. Francis has not  
16 appeared until today.

17 (Witness sworn.)

18 JUDGE WOODRUFF: Thank you. You may  
19 inquire.

20 JESSE FRANCIS testified as follows:

21 DIRECT EXAMINATION BY MR. LOWERY:

22 Q. Could you state your name for the  
23 record.

24 A. Jesse Francis.

25 Q. Mr. Francis, did you cause to be

1 prepared for filing in this docket rebuttal  
2 testimony, both highly confidential and public  
3 versions, that have been marked for identification  
4 as Exhibit 12?

5 A. Yes.

6 Q. If I were to ask you the questions  
7 posed in that testimony, would your answers be the  
8 same today?

9 A. Yes, they would.

10 Q. Do you have any corrections that need  
11 to be made to that testimony?

12 A. No, I do not.

13 MR. LOWERY: With that, your Honor, I  
14 would offer Exhibit 12 and tender Mr. Francis for  
15 examination.

16 JUDGE WOODRUFF: 12 HC and NP has  
17 been offered. Any objection to its receipt?

18 (No response.)

19 JUDGE WOODRUFF: Hearing none, they  
20 will received.

21 (AMERENUE EXHIBIT NO. 12NP/HC WAS  
22 MARKED AND RECEIVED INTO EVIDENCE.)

23 JUDGE WOODRUFF: Did you have any  
24 additional direct dealing with the stip?

25 MR. LOWERY: I don't believe so, your



1 Honor.

2 JUDGE WOODRUFF: All right. For  
3 cross-examination then, Staff?

4 MR. THOMPSON: No questions. Thank  
5 you, Judge.

6 JUDGE WOODRUFF: Public Counsel?

7 MR. POSTON: No questions.

8 JUDGE WOODRUFF: MIEC?

9 MR. DOWNEY: No questions.

10 JUDGE WOODRUFF: Consumers Council?

11 MR. COFFMAN: No questions.

12 JUDGE WOODRUFF: Come up for  
13 questions from the Bench. Mr. Chairman?

14 CHAIRMAN KENNEY: No questions.

15 Thank you.

16 JUDGE WOODRUFF: Commissioner Hall?

17 COMMISSIONER HALL: No questions.

18 JUDGE WOODRUFF: Commissioner Rupp?

19 COMMISSIONER RUPP: No questions.

20 JUDGE WOODRUFF: Okay. There were no  
21 questions, so no need for recross or redirect. And  
22 you can step down.

23 (Witness excused.)

24 JUDGE WOODRUFF: And next witness  
25 then is Mr. Haro.

1 (Witness sworn.)

2 JUDGE WOODRUFF: Thank you. You may  
3 inquire.

4 JAIME HARO testified as follows:

5 DIRECT EXAMINATION BY MR. LOWERY:

6 Q. Could you state your name.

7 A. Jaime Haro.

8 Q. Mr. Haro, did you cause to be  
9 prepared for filing in this docket direct  
10 testimony, rebuttal testimony, both in highly  
11 confidential and public version, and surrebuttal  
12 testimony which were marked Exhibits 13, 14 and 15  
13 respectively?

14 A. Yes.

15 Q. If I were to ask you -- well, first  
16 of all, do you have any corrections to any of those  
17 testimonies?

18 A. Yes, I do, to my surrebuttal.

19 Q. Okay. Could you please by page and  
20 line number advise the Commission what the  
21 correction is?

22 A. Yes. Page 6, there's a table. The  
23 table has a column titled 1-17, and at the bottom  
24 of the table where it says other, it says negative  
25 26. It should say negative 45. And then below

1 that, the total instead of being 747 should be 728.

2 Q. Any other corrections?

3 A. That's it.

4 Q. As corrected, if I were to ask you  
5 the same questions posed in Exhibits 13, 14 and 15,  
6 would your answers be the same?

7 A. Yes, they would.

8 MR. LOWERY: With that, your Honor, I  
9 would offer Exhibits 13, 14 and 15 and tender  
10 Mr. Haro for cross-examination.

11 JUDGE WOODRUFF: 13, 14 and 15 have  
12 been offered. 14 I show NP and HC.

13 MR. LOWERY: That's correct, yes.

14 JUDGE WOODRUFF: Any objections to  
15 the receipt?

16 (No response.)

17 JUDGE WOODRUFF: Hearing none, they  
18 will be received.

19 (AMERENUE EXHIBIT NOS. 13, 14NP/HC  
20 AND 15 WERE MARKED AND RECEIVED INTO EVIDENCE.)

21 JUDGE WOODRUFF: And do you have any  
22 additional direct based on the stip?

23 MR. LOWERY: I do not, your Honor.

24 JUDGE WOODRUFF: For  
25 cross-examination, then, beginning with Staff.

1 MR. THOMPSON: No questions. Thank  
2 you.

3 JUDGE WOODRUFF: Public Counsel?

4 MR. POSTON: No questions.

5 JUDGE WOODRUFF: MIEC?

6 MR. DOWNEY: Yes, Judge. May I  
7 approach?

8 JUDGE WOODRUFF: You may.

9 (MIEC EXHIBIT NOS. 524 THROUGH 528  
10 WERE MARKED FOR IDENTIFICATION BY THE REPORTER.)

11 JUDGE WOODRUFF: Are these all highly  
12 confidential?

13 MR. DOWNEY: I was going to ask  
14 Mr. Lowery. These are FAC reports starting  
15 December of '13, ending December of '14.

16 MR. LOWERY: I believe they've all  
17 been declassified already, either through the  
18 Noranda earnings complaint case or in this case.

19 JUDGE WOODRUFF: I believe that would  
20 be correct.

21 MR. DOWNEY: And just so everybody  
22 knows how they're marked, Exhibit 524 is the FAC  
23 report for the 12 months ended December 31, 2013.  
24 Exhibit 525 is the FAC report for the 12 months  
25 ended March 31, 2014. Exhibit 526 is the FAC

1 report for 12 months ended June 30, 2014.  
2 Exhibit 527 is the FAC report for the 12 months  
3 ended September 30 of 2014, and then the last  
4 report, Exhibit 528, is for the 12 months ended  
5 December 31, 2014.

6 CROSS-EXAMINATION BY MR. DOWNEY:

7 Q. Good morning, Mr. Haro.

8 A. Good morning.

9 Q. Do you have those exhibits up there  
10 at the witness stand?

11 A. Yes, I do.

12 Q. Could you tell the Commission what --  
13 just generally what these reports are?

14 A. Financial surveillance monitoring  
15 report, rate base and rate of return.

16 Q. Are these reports prepared by the  
17 company?

18 A. Yes.

19 Q. And they're filed with the Commission  
20 and Staff?

21 A. Yes, they are.

22 Q. Take a look at Exhibit 524, and  
23 particularly page 3-B. Let me know when you're  
24 there.

25 A. Yes, I'm there.

1 Q. Okay. And then there's a number of  
2 columns divided in the middle. Do you see that?

3 A. Yes.

4 Q. And then on the left-hand side of the  
5 divider it says quarter ended actual. Do you see  
6 that?

7 A. Yes, I do.

8 Q. And then on the right-hand side it  
9 says 12 months ended actual. Do you see that?

10 A. Yes, I do.

11 Q. I want you to focus on the right-hand  
12 side and tell the Commission what the reported fuel  
13 expense is for native load.

14 A. \$682,388.

15 Q. Well, that's in thousands, is it not?

16 A. Correct.

17 Q. So --

18 A. 682 million, yes.

19 Q. Okay. So \$682,388,000; is that  
20 correct?

21 A. That is correct.

22 Q. All right. And then what are you  
23 reporting as fuel expense for off-system sales?

24 A. 121,666,000.

25 Q. And then down to purchased power

1 energy, do you see the line that says native load?

2 A. Yes, 62 -- 62,139,000.

3 Q. Thank you. And then purchased power  
4 energy for off-system sales, would you read that  
5 figure?

6 A. 23,69 -- 23,699,000.

7 Q. Thank you. Please turn to  
8 Exhibit 525, same page, 3-B.

9 A. Uh-huh.

10 Q. And we'll just do this one more time.  
11 Right-hand column, would you read what is reported  
12 for fuel expense native load?

13 A. 711,146,000.

14 Q. And for off-system sales fuel  
15 expense?

16 A. 129,791,000.

17 Q. And then down a few rows, purchased  
18 power energy for native load?

19 A. 72,703,000.

20 Q. And for off-system sales?

21 A. 20,580,000.

22 Q. Okay. I'm not going to ask you the  
23 same questions for the other exhibits.

24 MR. DOWNEY: I'll just offer  
25 Exhibits 524 through 528.

1 JUDGE WOODRUFF: 524 through 528 have  
2 been offered. Any objections to their receipt?

3 (No response.)

4 JUDGE WOODRUFF: Hearing none, they  
5 will be received.

6 (MIEC EXHIBIT NOS. 524 THROUGH 528  
7 WERE RECEIVED INTO EVIDENCE.)

8 MR. DOWNEY: No further questions,  
9 Judge.

10 JUDGE WOODRUFF: For Consumers  
11 Council?

12 MR. COFFMAN: No questions, your  
13 Honor.

14 JUDGE WOODRUFF: All right.  
15 Mr. Chairman?

16 QUESTIONS BY CHAIRMAN KENNEY:

17 Q. Good morning, Mr. Haro. How are you?

18 A. Good. Thank you, Mr. Chairman.

19 Q. Do you know how many -- you may not  
20 know this -- how many utilities in the United  
21 States that have FACs allow transmission costs to  
22 flow through the FAC?

23 A. I don't.

24 Q. Okay. That's all right. So let me  
25 ask you about Ameren's bidding in and purchasing



1 out of the MISO market, because I'm confused about  
2 that. It was always my understanding that Ameren's  
3 basically what I've heard referred to as  
4 self-scheduled and self-supplied, meaning it bid a  
5 certain amount into the market and it bought that  
6 same amount back to supply its native load, but it  
7 ended up being like a wash sale. Let me ask a  
8 question there. There was no question. That was  
9 basically me talking. I apologize.

10 Are you familiar with the phrase  
11 self-scheduling or self-supplying?

12 A. I am familiar with self-scheduling  
13 phrase, and it's a tariff -- defined in the MISO  
14 tariff, but it doesn't --

15 Q. What does it mean?

16 A. It just gives some parameters to the  
17 market of how much you can sell out of a generator.  
18 So there's some times that a generator can only  
19 adhere to a certain schedule, and what you do is  
20 you self-supply your generation to the market. For  
21 example --

22 Q. You self-supply?

23 A. Self-schedule. I'm sorry.  
24 Self-supply is not defined in the tariff.  
25 Self-schedule is. And --

1           **Q.     Self-scheduling is in the MISO**  
2 **tariff?**

3           A.     Self-scheduling is in the MISO  
4 tariff.

5           **Q.     Okay.**

6           A.     And what it does, it gives the  
7 opportunity to a market participant to limit how  
8 much it will dispatch to generation. So MISO  
9 dispatches our generation every hour, but at times  
10 there's some limitations that a unit cannot follow  
11 dispatch. So you tell MISO that you want to pay  
12 your units at certain output, and you can only sell  
13 some many megawatts from generation.

14                     A perfect example is our hydro units.  
15 A hydro -- theoretical cost of water is zero  
16 dollars, but you can only run them for so many  
17 hours. So Osage, for example, has so many megawatt  
18 hours that it can run in any given day. You offer  
19 that into the MISO market and MISO clears it in a  
20 day ahead and they look for the best 24 hours where  
21 you can sell those megawatts at highest-paid hours.  
22 Right?

23                     So if I were to give an example, you  
24 run Osage from two in the afternoon to nine in the  
25 evening, right? But when the real-time market

1 comes, the market sells just for the cost that  
2 you're offering your generation. It's a zero  
3 dollar resource. The first hour of the day they  
4 will run your generation at full output. The  
5 second hour they will run at full output, and then  
6 they will keep running until you run out of water.  
7 So you'll never meet your day-ahead schedule.

8                   So what we need to do is  
9 self-schedule our generation to whatever MISO told  
10 us day ahead, so we can fulfill the day ahead  
11 schedule. So I will tell them, my unit can only  
12 generate 10 megawatts during the day until that  
13 hour of the day, and then I want to take it to  
14 whatever MISO, your day ahead. That's an example  
15 of a self-schedule.

16                   Again, self-schedule is limitations  
17 on how can I offer my generation into the market,  
18 how can I sell it? It has nothing to do with what  
19 my load is doing on the other hand. It's buying  
20 the megawatt hours that are required. I buy for my  
21 load all the megawatts that are required to serve  
22 them.

23                   **Q. So -- okay. That helps. So**  
24 **self-scheduling just allows the generator owner, in**  
25 **this case Ameren, with Osage to be able to limit**

1 when it's going to actually be dispatched,  
2 depending on some type of physical constraints  
3 associated with the generator?

4 A. That's one example, correct.

5 Q. Okay. So then the phrase self-supply  
6 then, it's not in the MISO tariff, but you seem to  
7 have some familiarity with it. And my  
8 understanding of it was in the -- was in the  
9 context of the discussions that we had about  
10 resource adequacy some time ago, and the phrase  
11 self-supply maybe not appearing in the MISO tariff  
12 but it has some meaning. Do you know the meaning  
13 of that phrase?

14 A. Well, that's another area when we're  
15 talking about capacity and the adequacy. We have  
16 the ability to -- to match our resources to our  
17 needs, and that's just for capacity purposes. So  
18 we can -- we can say that we're going to meet our  
19 obligations for resource adequacy based on the  
20 generators that we have. So that's -- that may be  
21 what you're referring to. There's --

22 Q. Is that the only -- is that the only  
23 way in which that phrase is used?

24 A. The self-supply, I've also seen it  
25 used for station service, which is a lot more

1 technical. That would be for Schedule 2, where you  
2 can say that the generation used for station  
3 service in a unit is supplied by the company,  
4 self-supplied by the company so you won't get  
5 charged for that. But that's the only other place  
6 I've seen it used.

7 **Q. But for purposes of supplying**  
8 **megawatt hours to Ameren's customers, you**  
9 **essentially bid all of your available resources**  
10 **into the market and then buy it back from the**  
11 **market?**

12 A. So what we do is we bid for the load.  
13 So we come up with -- we get a weather forecast.  
14 Based on the weather forecast, we estimate what the  
15 load consumption will be. And every day we submit  
16 a demand bid for every hour of the day. And since  
17 it's a bid, it clears the market and it tells me  
18 for every hour of the day how many megawatt hours  
19 I'm buying and at what price we're buying.

20 So that's based on a load forecast  
21 and some forecasting techniques that we have that  
22 we determine what is the best option for us to --  
23 well, what's our best estimation of what the load  
24 consumption will be. So we bid into the market.

25 Now, after we bid into the market,

1 the market clears and, of course, there's always  
2 differences in the real time than what you  
3 forecast. So you again in the real time buy or  
4 sell the differences. So if you bought more than  
5 what you should have, then you sell it in the real  
6 time. If you bought less than what you needed,  
7 then you buy it in the real time. But that's still  
8 independent from the generation. That's -- that's  
9 the load itself.

10 CHAIRMAN KENNEY: Okay. All right.  
11 I think that helps. Thank you. I don't have any  
12 other questions. Thank you.

13 JUDGE WOODRUFF: Commissioner Hall?

14 QUESTIONS BY COMMISSIONER HALL:

15 Q. Good morning.

16 A. Good morning.

17 Q. The charges, MISO charges to Ameren  
18 are set where in the tariff? In an agreement, in  
19 the contract, where?

20 A. In the tariff.

21 Q. In the tariff. And in that tariff  
22 Ameren is paying MISO for the -- the energy that it  
23 sells and buys?

24 A. Correct. So for every hour of the  
25 day, I get a settlement charge for every generator.

1 So one unit generated 600 megawatts. It gets paid  
2 600 megawatts at the price that it cleared. Same  
3 thing on the load. The load cleared for 5,000  
4 megawatts at \$20, that's how much it gets charged.

5 **Q. And is that charged the same for both**  
6 **what it buys and what it sells?**

7 A. No. They're in different locations,  
8 so they will have different prices. So that's  
9 where the concept of a hedge is pretty important.

10 **Q. I guess I'm -- I wasn't clear. I'm**  
11 **asking about the price, the charge that Ameren pays**  
12 **MISO for transmission, not just --**

13 A. Okay. The energy?

14 **Q. Yeah, not just the energy. And I was**  
15 **not clear. So that's my fault. So let's go back**  
16 **to my first question. The cost, the price that**  
17 **Ameren pays for transmission, are they paying that**  
18 **both on what they buy and what they sell?**

19 A. No. Just for what we buy.

20 **Q. Just what you buy?**

21 A. Just for the withdrawals of the  
22 market that it's purchases, yes.

23 **Q. And that -- and is that price set in**  
24 **the tariff?**

25 A. Well, the mechanism to set the price

1 is in the tariff, but the price is --

2 **Q. The transmission cost?**

3 A. The transmission cost is set by MISO.  
4 It's not a fixed number in the tariff.

5 COMMISSIONER HALL: Okay. Thank you.

6 JUDGE WOODRUFF: Commissioner Rupp?

7 QUESTIONS BY COMMISSIONER RUPP:

8 **Q. Hello. How are you?**

9 A. Good. Thank you.

10 **Q. I'm trying to wrap my head around the**  
11 **differences between the company's position and**  
12 **MIEC's position on how these are being calculated**  
13 **and flowed through. Can you give me a ballpark on**  
14 **the dollar amount that we are -- that would affect**  
15 **rates or affect customer charges that the**  
16 **differences on these two viewpoints of completely**  
17 **bookend.**

18 A. Sure. And I may have it in my  
19 testimony if you have a minute. I think  
20 Mr. Dauphinais and I both have put the numbers in  
21 there. I think -- and I may be wrong for a few  
22 numbers, but what we believe that the --  
23 specifically speaking about the transmission 26A  
24 charges that we're incurring right now, it's in the  
25 ballpark of 20 million for the test year, and



1 that's -- I can find it more.

2 Q. I mean, I can look in your testimony.  
3 I'm just trying -- if you can tell me roughly where  
4 it's at.

5 A. Here's indicative. For 2014 it was  
6 15.8 million. For 2015 it's assumed to be  
7 22 million. And for 2020 it's expected to be  
8 62 million. Now, again, the argument here is,  
9 should they flow through the fuel adjustment  
10 clause?

11 So if I set a rate today using 2014  
12 numbers, it will be set at \$15.8 million. If these  
13 charges don't flow through the fuel adjustment  
14 clause, that means that the company will absorb  
15 \$7 million of extra costs that we know we will  
16 incur to serve the customers and that will benefit  
17 the customers, because we're in the MISO and we've  
18 proven that we are benefited from being in the MISO  
19 market. But we'll never recover those \$7 million.  
20 We will keep recovering 15.8 million until the next  
21 rate case happens.

22 So if we don't file a case after '16,  
23 then '16 we'll be paying \$30 million. We will only  
24 recover \$15 million and 15 million we will never  
25 recover. So that will harm the company, and it's

1 unfair because the benefits are going to the  
2 customers.

3 Q. So this ballpark, this issue that  
4 we're facing right here, in the company's estimate,  
5 would cost the company 7 million for this year. If  
6 they didn't file another case, you would have the  
7 7 million again, plus another 15 for the following  
8 year. So assuming a three-year rate case, we're  
9 looking at an issue here of somewhere within  
10 \$30 million?

11 A. That's correct.

12 COMMISSIONER RUPP: I don't think I  
13 even know what questions to ask, so I'm going to  
14 stop at this point. Thank you.

15 JUDGE WOODRUFF: Any recross based on  
16 questions from the Bench?

17 MR. THOMPSON: Yes, your Honor.

18 JUDGE WOODRUFF: Go to Staff first.

19 RECROSS-EXAMINATION BY MR. THOMPSON:

20 Q. Following up on the questions that  
21 Commissioner Hall was asking, if Ameren Missouri no  
22 longer participated in MISO, would you still have  
23 those MISO transmission charges?

24 A. Yes, I think the exit fee will  
25 collect those charges.

1 MR. THOMPSON: Thank you. No further  
2 questions.

3 JUDGE WOODRUFF: Public Counsel?

4 MR. POSTON: No questions.

5 JUDGE WOODRUFF: Consumers Council?

6 MR. COFFMAN: Yeah.

7 RE-CROSS-EXAMINATION BY MR. COFFMAN:

8 Q. Mr. Haro, you said that the  
9 \$7 million that would be what's anticipated next  
10 year in transmission charges are -- that you know  
11 that the utility will have to pay those charges.  
12 Is it -- so is it your opinion that those are known  
13 and measurable charges now as we sit here today?

14 A. They're not perfectly defined, but we  
15 can estimate it based on a forecast.

16 Q. And that's based on projects that are  
17 serving customers right now?

18 A. They're based on a schedule charge.  
19 So it's a charge that we get for buying  
20 transmission.

21 Q. My question is, are they -- are the  
22 projects that those are related to, are those  
23 projects that are up and running and are they  
24 providing -- are they transmitting electricity  
25 today?

1           A.     So your question is, where is MISO  
2 basing the charge that they will charge us for  
3 transmission, where that comes from?

4           **Q.     My understanding is that these are**  
5 **projects that are not yet providing any service to**  
6 **anyone, they're in the process of being**  
7 **constructed; is that correct?**

8           A.     Well, I think there's a mix. Some  
9 are in construction, some are --

10          **Q.     What percentage is currently**  
11 **providing service?**

12          A.     I don't know. All I can tell you --

13          **Q.     A small amount?**

14          A.     I don't know.

15          **Q.     Small percentage, less than half?**

16          A.     I don't know.

17          **Q.     You don't know?**

18          A.     No.

19                   MR. COFFMAN: Thank you. That's all  
20 I have.

21                   JUDGE WOODRUFF: MIEC?

22                   MR. DOWNEY: Yes, Judge, a couple of  
23 questions.

24 RECROSS-EXAMINATION BY MR. DOWNEY:

25          **Q.     Mr. Haro, Ameren Missouri decides,**

1     **does it not, how it offers into the MISO market?**

2             A.     To a certain extent. We have the  
3     obligation to offer into the MISO every day as  
4     being network resources. We have some latitude  
5     about how we offer the units, yes.

6             **Q.     All right. And Commissioner Rupp was**  
7     **asking you some questions about dollar impacts. I**  
8     **want to follow up on that. Ameren Missouri**  
9     **controls, does it not, when it files a rate case?**

10            A.     Yes.

11            **Q.     And if it thinks its rates are too**  
12     **low to recover its costs, it then can make the**  
13     **election to file a rate case, right?**

14            A.     Yes.

15            **Q.     And if Ameren Missouri is earning**  
16     **better than its authorized return on equity, might**  
17     **that be a factor Ameren Missouri would consider in**  
18     **whether or not it files a rate case?**

19            A.     When you say earning better, what  
20     time frame are you talking about, a couple of  
21     months or a five-year period?

22            **Q.     Whatever the time period that Ameren**  
23     **Missouri is examining when it decides whether to**  
24     **file a rate case.**

25            A.     I guess it's a factor.

1           **Q.     All right. And some costs that**  
2 **Ameren Missouri incurs go down, right?**

3                   MR. LOWERY: Objection, vague. I'm  
4 not sure what some costs is intended to mean.

5                   JUDGE WOODRUFF: If you could clarify  
6 your question.

7 BY MR. DOWNEY:

8           **Q.     Sure. Some expenses that are built**  
9 **into base rates increase, would you agree?**

10           A.     I would agree some of them do, yes.

11           **Q.     And one is what we're talking about**  
12 **right now, Schedule 26A transmission charges,**  
13 **right?**

14           A.     Correct.

15           **Q.     Okay. And then some expenses that**  
16 **are built into base rates will decrease?**

17           A.     Well, the issue here is trans-- this  
18 is transmission charge, though.

19           **Q.     No. No. I'm talking generally, not**  
20 **just focused on transmission. Some expenses that**  
21 **are built into base rates will go down between rate**  
22 **cases, won't they?**

23           A.     I don't know exactly which ones would  
24 be.

25           **Q.     I'm not asking you to define which**

1 ones, but will you acknowledge that some of them  
2 will go down?

3 A. Hypothetically, some of them may.

4 Q. Okay. And so while you posit that  
5 these transmission costs are going to go up, the  
6 increase might be offset by other expenses where  
7 the costs have gone down; would you agree?

8 MR. LOWERY: Objection. Calls for  
9 speculation.

10 JUDGE WOODRUFF: Overruled.

11 THE WITNESS: Yeah, I wouldn't know.

12 BY MR. DOWNEY:

13 Q. But you do agree that Ameren Missouri  
14 controls when it files a rate case if it thinks its  
15 expenses have exceeded what are built into base  
16 rates, correct?

17 A. We control that, but the expenses  
18 already are higher than what are in the net rate  
19 base. So even if we control and we file right  
20 away, they keep going up. So there's always going  
21 to be a line. There's always going to be an amount  
22 of dollars that we won't recover.

23 Q. But that is not the only expense  
24 Ameren Missouri incurs to provide service, right?

25 A. Correct.

1 Q. There are other expenses, right?

2 A. Yes.

3 MR. DOWNEY: All right. No further  
4 questions.

5 JUDGE WOODRUFF: Any redirect?

6 MR. LOWERY: Yes, your Honor.

7 REDIRECT EXAMINATION BY MR. LOWERY:

8 Q. Mr. Thompson asked you a question  
9 about whether you would be incurring MISO charges  
10 if you left -- transmission charges if you left  
11 MISO. Do you recall that?

12 A. Yes, I do.

13 Q. And I think you said something about  
14 an exit fee?

15 A. Yes.

16 Q. Is the exit fee the same as incurring  
17 transmission charges for the megawatt hours that  
18 you're buying from the market?

19 A. No, it is not.

20 Q. Can you explain -- when you refer to  
21 an exit fee, can you explain what you were talking  
22 about?

23 A. Sure. MISO has spent some money to  
24 build a system that it's designed to serve all its  
25 market participants. So they're distributing the



1 cost among all the participants that benefit from  
2 the expense. So if a market participant decides to  
3 leave the market and the MISO participation, then  
4 MISO will assess a charge that will cover and make  
5 the other participants whole for this particular  
6 participant leaving the market.

7 Q. But it's not a charge, it's not a  
8 transmission charge related to megawatt hours  
9 you're taking, right?

10 A. It is not.

11 Q. Commissioner Rupp asked you some  
12 questions about the dollars that we're kind of  
13 talking about here. I think he was trying to get  
14 his head around kind of what kind of dollars we're  
15 talking about. Do you remember that?

16 A. Yes, I do.

17 Q. In answer to that question, I think  
18 you talked about benefits that the company and the  
19 customers are getting from participation in MISO?

20 A. Yes.

21 Q. Do you know what kind of benefits  
22 we're talking about for participation in MISO?

23 A. I think the last time we came to this  
24 Commission to ask permission to stay in the MISO,  
25 the benefits were calculated in excess of

1 \$100 million a year, \$105 million a year.

2 Q. And how are those benefits reflected  
3 in the ratemaking process, generally?

4 A. All those benefits flow through the  
5 fuel adjustment clause as well.

6 Q. And just to clarify for the record,  
7 when you say all, I guess changes in the benefits,  
8 95 percent of the changes would flow through,  
9 right?

10 A. Or whatever it's not incurring in the  
11 net base energy charge, yes.

12 Q. Commissioner Hall asked you some  
13 questions about, you know, sort of what's the  
14 source of figuring out what these transmission  
15 charges are. I hope I'm not butchering his basic  
16 question, but I think that's what he more or less  
17 was getting at. Do you remember that?

18 A. Yes.

19 Q. And I think you said they arise under  
20 the tariff; is that right?

21 A. Yes.

22 Q. And you said there isn't a dollar  
23 amount. Did I understand you correctly?

24 A. Yes. Well, yes, probably should have  
25 said that it's a number that will be filed in the

1 tariff, I would assume.

2 Q. Is there -- is there a formula that  
3 says you have X megawatt hours and there's a rate,  
4 or how does that work, do you know?

5 A. Yes. They compute the total charges  
6 that will be incurred in the market, and then they  
7 divide it by the megawatts used by the  
8 participants.

9 Q. And that rate, let's just talk  
10 about 26A, for example, because I know that's the  
11 larger -- well, let me just back up to clarify  
12 something.

13 MISO transmission charges don't only  
14 arise under Schedule 26A, correct?

15 A. Correct.

16 Q. But I guess one of the reasons we may  
17 have some controversy here today is because  
18 Schedule 26A charges are the ones that are  
19 currently and expected to go up quite a bit; is  
20 that fair to say?

21 A. That's correct.

22 Q. Am I correct that you multiply a rate  
23 set for 26A by those megawatt hours that you're  
24 buying from the market?

25 A. That is correct. So the charge, it's

1 whatever you withdraw from the market, which is a  
2 combination of your purchases for load and  
3 purchases for other purposes.

4 Q. Now, I want to talk a little bit more  
5 about self-schedule and self-supply, which was an  
6 interest that the Chairman had. Let me start with  
7 the question, does Ameren Missouri self-supply?

8 A. No, we don't.

9 Q. But for hydro units it self-  
10 schedules; is that right?

11 A. There's some units that we self-  
12 schedule under certain circumstances, yes.

13 Q. And so let me -- let me -- because I  
14 wasn't sure if I was completely following the  
15 answer you gave about -- you said that -- you said  
16 the Osage plant. Was that the plant you were  
17 referring to?

18 A. Yes.

19 Q. So let me make sure I understood what  
20 you had told the Chairman. So what you were saying  
21 is that MISO has a model and the model looks at  
22 when the unit should run in a given 24-hour period,  
23 right?

24 MR. DOWNEY: Judge, I'm going to  
25 object. This is all leading questions, including

1 the last one.

2 JUDGE WOODRUFF: I'll sustain the  
3 objection. You can rephrase.

4 MR. LOWERY: Sure.

5 BY MR. LOWERY:

6 **Q. What was the significance of the fact**  
7 **that water is free in your discussion with**  
8 **Commissioner -- or the Chairman about Osage and**  
9 **self-scheduling?**

10 A. The significance is that by being  
11 free in the real-time model, MISO will dispatch the  
12 generation in a very different fashion than the way  
13 they cleared in the day-ahead market. So in the  
14 day-ahead market, they look at 24 hours and they  
15 optimize 24 hours, and that's how they solve for  
16 the better hours or the higher priced hours is when  
17 they expect you to generate.

18 However, in the real-time market, as  
19 long as the market is higher than your cost, they  
20 will dispatch you. So by being zero, they will  
21 dispatch you with a mismatch than what you clear  
22 day ahead.

23 **Q. And explain to me what you mean by**  
24 **mismatch. Does that mean they're not matching the**  
25 **highest priced hours with the hours they would**

1 **dispatch to generation?**

2 A. Correct. They will -- they will  
3 solve just for a specific hour, not for 24 hours  
4 like they do day ahead. So in that particular  
5 hour, the unit is economic, they will dispatch,  
6 irregardless of what the next hour will be. So  
7 they don't look at all the day to make the  
8 real-time dispatch. So we have to make sure we  
9 self-schedule to match what the day-ahead schedule  
10 was.

11 **Q. What impact does self-scheduling have**  
12 **on charges in the fuel adjustment clause in the**  
13 **circumstance you just described?**

14 A. So what we're protecting is, we're  
15 protecting the customers' interest by doing that  
16 because what will happen is you will get revenues  
17 for the very low prices of those hours, and the  
18 hours that you have to generate that you don't have  
19 the water anymore, you will have to buy it back at  
20 higher prices.

21 So all those will be purchases and  
22 sales that will flow through the fuel adjustment  
23 clause and will harm the customers in the final.

24 **Q. Does self-scheduling have anything to**  
25 **do with whether you sell your megawatt hours to the**

1 market or you buy megawatt hours for your customers  
2 from the market?

3 A. It has nothing to do with that. It's  
4 just a parameter and how long a generator can run.

5 Q. Mr. Downey in his initial  
6 cross-examination showed you several surveillance  
7 reports, correct?

8 A. Correct.

9 Q. Are the dollars he pointed to you,  
10 how are those reported? Are those net dollars or  
11 gross dollars?

12 A. These are net dollars.

13 Q. Are there requirements that the  
14 company keep track of gross sales and purchases?

15 A. Yes, there are requirements.

16 Q. Are there requirements about how the  
17 company has to report the sales and purchases?

18 A. Yes. The company has to report them  
19 in net, but it has to keep track of the gross.

20 Q. And those requirements come from  
21 where?

22 A. FERC.

23 MR. LOWERY: Thank you, Mr. Haro. I  
24 don't have any other questions, your Honor.

25 JUDGE WOODRUFF: Go ahead,

1 Commissioner Rupp.

2 FURTHER QUESTIONS BY COMMISSIONER RUPP:

3 Q. Sorry to keep you here.

4 A. That's okay.

5 Q. I'm trying to wrap my head around the

6 policy. So would you agree with this statement.

7 See if I'm understanding this issue correctly.

8 Is -- the basic question here is, should these

9 Schedule 26A transmission charges, should they

10 basically be included in base rates or should they

11 be put through on the FAC?

12 A. Correct.

13 Q. You made the statement that all the

14 benefits of being in MISO flow through to the FAC,

15 \$100 million?

16 A. Correct.

17 Q. So is it the company's position that,

18 therefore, since all the benefits flow through the

19 FAC, therefore, all the charges and costs should

20 flow through the FAC?

21 A. Furthermore, what I would say is

22 these are costs of transportation for purchased

23 power. So that's what they should be including in

24 the FAC.

25 Q. Okay. So are all of the charges to



1 the company for participation in the MISO, do all  
2 of those charges flow through the FAC?

3 A. No, not all of them.

4 Q. And what percentage of them would you  
5 estimate flow through the FAC?

6 A. Of the number of charges or the  
7 dollar amount?

8 Q. The total dollar amount.

9 A. It would be a wild guess. I don't  
10 know.

11 Q. I mean, are we looking at, is this a  
12 just a small piece of it or is this 70, 80 percent  
13 or --

14 A. I would think it would tend to be a  
15 smaller piece. It's just the administrative  
16 charges that are in base rates.

17 Q. Okay.

18 A. They should -- with specifically 26A,  
19 it's a cost that it's for purchased power and it's  
20 a changing number, which is why it flows through  
21 the fuel adjustment clause.

22 Q. So none of the benefits of being in  
23 MISO pass through base rates, they just all flow  
24 through the FAC?

25 A. I don't know exactly the answer to

1 that question.

2 COMMISSIONER RUPP: That's all I  
3 have, Judge.

4 JUDGE WOODRUFF: Any further recross  
5 based on that question?

6 MR. THOMPSON: No, thank you, Judge.

7 JUDGE WOODRUFF: Any redirect?

8 FURTHER REDIRECT EXAMINATION BY MR. LOWERY:

9 Q. Just one question. I just want to  
10 see if you can maybe help Commissioner Rupp out a  
11 little bit on that question. I think what he asked  
12 you was, do the benefits from being in MISO, do  
13 they flow through the fuel adjustment clause or do  
14 they flow through base rates? I believe that was  
15 the question. Was that the question essentially?

16 A. And the majority do flow -- I think  
17 most of them flow through the fuel adjustment  
18 clause. I don't know if there's a small benefit  
19 that's in the base, but -- so I know the  
20 administrative charges are in the base, but I don't  
21 see any of the benefits there.

22 Q. Is the reason you say most of them do  
23 is because most benefits relate to the ability to  
24 realize margins on sales that you make? Is that  
25 what you're getting at?

1 A. Yes.

2 **Q. And those sales are in the FAC?**

3 A. Yes.

4 MR. LOWERY: I don't know if that  
5 helped, but I hope it did.

6 JUDGE WOODRUFF: Anything further?

7 MR. LOWERY: No.

8 JUDGE WOODRUFF: All right.

9 Mr. Haro, you can step down.

10 (Witness excused.)

11 JUDGE WOODRUFF: Next name on the  
12 list is Jeffrey Jones for Ameren.

13 MR. LOWERY: I'm going to venture a  
14 wild guess and think this might be pretty quick,  
15 your Honor.

16 (Witness sworn.)

17 JEFFREY JONES testified as follows:

18 DIRECT EXAMINATION BY MR. LOWERY:

19 **Q. Could you please state your name for**  
20 **the record.**

21 A. Jeffrey Jones.

22 **Q. Did you cause to be prepared for**  
23 **filing in this docket highly confidential and**  
24 **public versions of your testimony that are marked**  
25 **for identification as Exhibit 211?**

1 A. I did.

2 Q. Do you have any corrections that need  
3 to be made?

4 A. I do not.

5 Q. If I were to pose the same questions  
6 in your testimony, would your answers be the same?

7 A. They would.

8 MR. LOWERY: With that, your Honor, I  
9 offer Exhibit 211 HC and NP and tender Mr. Jones  
10 for cross-examination.

11 JUDGE WOODRUFF: It's actually 21.

12 MR. LOWERY: I'm sorry. I misread  
13 it. Exhibit 21.

14 JUDGE WOODRUFF: 21 has been offered.  
15 Any objection to its receipt?

16 (No response.)

17 JUDGE WOODRUFF: Hearing none, it  
18 will be received.

19 (AMEREN MISSOURI EXHIBIT NO. 21NP/HC  
20 WAS MARKED AND RECEIVED INTO EVIDENCE.)

21 JUDGE WOODRUFF: Anybody wish to make  
22 any cross-examination?

23 (No response.)

24 JUDGE WOODRUFF: Come up to questions  
25 from the Bench. Chairman?

1 CHAIRMAN KENNEY: No questions.

2 Thank you.

3 JUDGE WOODRUFF: Commissioner Hall?

4 COMMISSIONER HALL: My question is to  
5 the counsel. Why is this highly confidential?

6 MR. LOWERY: Well, there's  
7 projections of costs that would be sensitive market  
8 information that we can't put out there unless we  
9 release it generally. You know, it's back to the  
10 SEC issues. Generally not public information.

11 COMMISSIONER HALL: All right. Thank  
12 you.

13 JUDGE WOODRUFF: Commissioner Rupp?  
14 Any recross? Redirect?

15 (No response.)

16 JUDGE WOODRUFF: All right. Then,  
17 Mr. Jones, you can step down.

18 THE WITNESS: Thank you.

19 (Witness excused.)

20 JUDGE WOODRUFF: Next name on the  
21 list is Mr. Rygh, and I understand nobody had any  
22 questions for Mr. Rygh, so he didn't come in.

23 MR. LOWERY: Do you prefer I just  
24 wait to the end of the hearing and clean up  
25 testimony then of Mr. Rygh?

1 JUDGE WOODRUFF: Why don't you go  
2 ahead and offer it now?

3 MR. LOWERY: I would offer  
4 Exhibit 42.

5 JUDGE WOODRUFF: Exhibit 42 has been  
6 offered. Any objections to its receipt?

7 (No response.)

8 JUDGE WOODRUFF: Hearing none, it  
9 will be received.

10 (AMERENUE EXHIBIT NO. 42 WAS MARKED  
11 AND RECEIVED INTO EVIDENCE.)

12 JUDGE WOODRUFF: And that completes  
13 the testimony for Ameren. And we'd move to  
14 Mr. Dauphinais.

15 MR. THOMPSON: Judge, could I inquire  
16 about whether you were going to take a lunch break  
17 today?

18 JUDGE WOODRUFF: Well, if we  
19 anticipate Mr. Dauphinais going quickly, we'll push  
20 forward. If not, we'll go ahead and take a lunch  
21 break. I'll leave it up to Ameren here.

22 MR. LOWERY: It's certainly not real  
23 long. I don't know, 10 minutes, 15 minutes maybe.

24 JUDGE WOODRUFF: Any problems with  
25 pushing forward?

1 (No response.)

2 JUDGE WOODRUFF: Let's try and finish  
3 it up.

4 (Witness sworn.)

5 JUDGE WOODRUFF: You may inquire.

6 JAMES DAUPHINAIS testified as follows:

7 DIRECT EXAMINATION BY MR. DOWNEY:

8 **Q. Good afternoon, Mr. Dauphinais.**

9 A. Good afternoon.

10 **Q. Where do you work?**

11 A. I work for Brubaker & Associates,  
12 Inc. Principal place of business is 1669 Swingley  
13 Ridge Road, Chesterfield, Missouri 63017.

14 **Q. Thank you. And did you prepare**  
15 **testimony in this case?**

16 A. Yes, I did.

17 **Q. And at the witness stand, you should**  
18 **have Exhibit 508, both HC and NP version. Do you**  
19 **see that?**

20 A. Yes.

21 **Q. And also Exhibit 509, again an HC and**  
22 **an NP version.**

23 A. Yes.

24 **Q. Is 508 your direct testimony?**

25 A. Yes.

1 Q. And is 509 your surrebuttal?

2 A. Yes.

3 Q. Do you have any corrections or  
4 changes you wish to make to those testimonies?

5 A. No.

6 Q. If I were to ask you those same  
7 questions today, would your answers be the same?

8 A. Yes.

9 Q. And are they true to the best of your  
10 knowledge and belief?

11 A. Yes.

12 MR. DOWNEY: Judge, I'll offer these  
13 exhibits. Mr. Dauphinais will be testifying in the  
14 Noranda issue, though.

15 JUDGE WOODRUFF: 508 and 509 have  
16 been offered. I'll defer ruling on those until the  
17 next issue.

18 All right. For cross-examination,  
19 beginning with Staff.

20 MR. THOMPSON: No questions. Thank  
21 you.

22 JUDGE WOODRUFF: Public Counsel?

23 MR. POSTON: No questions.

24 JUDGE WOODRUFF: Consumers Council?

25 MR. COFFMAN: No questions.



1 JUDGE WOODRUFF: Ameren?

2 MR. LOWERY: Thank you, your Honor.

3 CROSS-EXAMINATION BY MR. LOWERY:

4 Q. I guess it's good afternoon,

5 Mr. Dauphinais.

6 A. Good afternoon.

7 Q. On page 10 of your surrebuttal, you  
8 quote from FERC Order 668 which was issued by the  
9 FERC in 2005, correct?

10 A. I quoted from a portion of it, yes.

11 Q. And you said a portion of it. The  
12 Order is rather lengthy; is that correct?

13 A. That's correct.

14 Q. And you do have the entire Order, but  
15 you just quoted this one portion, right?

16 A. That is correct.

17 MR. LOWERY: What's my next exhibit,  
18 your Honor?

19 JUDGE WOODRUFF: 66.

20 (AMERENUE EXHIBIT NO. 66 WAS MARKED  
21 FOR IDENTIFICATION BY THE REPORTER.)

22 BY MR. LOWERY:

23 Q. Mr. Dauphinais, I've handed you

24 what's been marked for identification as

25 Exhibit 66, and I'm going to ask you to confirm

1 that this is a portion of FERC Order 668, the Order  
2 we were just talking about.

3 A. Yes, it is.

4 Q. And I've omitted -- I put the cover  
5 page and the table of contents, but I've omitted  
6 the Order up to the page before the page on which  
7 you had pulled a particular quote out; is that  
8 correct?

9 A. Yes.

10 Q. Now, the quote that you have in your  
11 testimony appears in paragraph 80 on page 39 of  
12 Order 668, right?

13 A. Yes.

14 Q. And that's one of five sentences in  
15 paragraph 80?

16 A. Yes.

17 Q. And if we look at paragraphs 80  
18 through 84, that's the FERC's conclusion on the  
19 issue that it was discussing in the pages leading  
20 up to page 39, correct?

21 A. That's correct. That's the  
22 conclusion in its entirety.

23 Q. Now, you say that when the FERC used  
24 the term, quote, netting in the sentence that you  
25 quoted, it means netting clear load and netting

1 clear generation by one market participant in one  
2 hour, correct?

3 A. Yes.

4 Q. Ameren Missouri is a MISO market  
5 participant; you'd agree with that?

6 A. Yes.

7 Q. And when you say cleared load and  
8 cleared generation, there's a gross amount of  
9 generation in an hour from a market participant and  
10 there's a gross amount of load, a gross quantity of  
11 megawatt hours taken by that market participant's  
12 load in a given hour, and then you net those  
13 together, right?

14 A. Yes. The netting of the gross load  
15 and generation is cleared, yes.

16 Q. Can you please read the first  
17 sentence in paragraph 80?

18 A. Recording RTO energy market  
19 transactions on a net basis is appropriate as  
20 purchase and sale transactions taking place in the  
21 same reporting period to serve native load are done  
22 in contemplation of each other and should be  
23 combined.

24 Q. And the next sentence is the one you  
25 quoted, right?

1 A. Yes.

2 Q. And Ameren Missouri does participate  
3 in an RTO market, it's the MISO markets, to serve  
4 its load, correct?

5 A. It participates in the markets on  
6 behalf of its customers, yes.

7 Q. Now, when the FERC says, quote, use  
8 of an RTO market, that means the same thing as,  
9 quote, participate in an RTO market, doesn't it?

10 A. I'm not sure I quite got that. Can  
11 you repeat that, please?

12 A. I'll do my best. When the FERC in  
13 this Order uses the term, quote, use of an RTO  
14 market, end quote, their use of that phrase means  
15 the same thing as if that were to say, quote,  
16 participate in an RTO market, end quote, doesn't  
17 it?

18 A. I think that's a fair  
19 characterization.

20 Q. Would you please read the first  
21 sentence in paragraph 80?

22 A. The Commission will, therefore, adopt  
23 the proposed -- I'm sorry. You said the third  
24 sentence?

25 Q. Actually, I meant the last sentence.

1           A.     Last sentence.  Okay.  The Commission  
2     does expect public utilities, however, to maintain  
3     detailed records for auditing purposes of the gross  
4     sale and purchase transactions that support the net  
5     energy market amounts recorded on their books.

6           **Q.     When the FERC refers to a gross sale,**  
7     **they are referring to the gross or total megawatt**  
8     **hours cleared by the market participant's**  
9     **generation; is that correct?**

10          A.     They use the gross sale to refer to  
11     gross clearing, yes.

12          **Q.     Or cleared by the market**  
13     **participant's load, right?**

14          A.     They use gross sale for effectively  
15     cleared -- gross cleared generation, and I think  
16     they might use gross purchase for gross cleared  
17     load.

18          **Q.     And I think that maybe was going to**  
19     **be my next question.  When the FERC in that last**  
20     **sentence refers to a gross sale, they intend the**  
21     **word gross to apply both to the sale transaction**  
22     **and the purchase transaction that they describe in**  
23     **that sentence; is that true?**

24          A.     They mean gross to apply to both,  
25     before the netting in each hour.

1 Q. They mean it to apply -- in other  
2 words, we could insert the word gross sale and  
3 gross purchase in that sentence and it would mean  
4 the same thing as what the FERC wrote; isn't that  
5 right?

6 A. Why don't you point me right to the  
7 specific sentence again, so I make sure I agree  
8 with the context?

9 Q. It's the last sentence. When the  
10 FERC refers to a gross sale, they intend the word  
11 gross to apply both to a sale transaction and to a  
12 purchase transaction; isn't that right?

13 A. I would agree the way this is  
14 written, yes.

15 Q. Now, the total cleared load in a  
16 given hour is being referred to by the FERC here in  
17 this last sentence of paragraph 80 as a gross  
18 purchase, right? When they say total cleared load,  
19 the use of gross purchase is their way of referring  
20 to the total cleared load; isn't that right?

21 A. That is the way they're referring to  
22 it, yes.

23 MR. LOWERY: Your Honor, I'd move  
24 Exhibit 66 into the record -- or 66? Sorry.

25 JUDGE WOODRUFF: Yes, 66.

1 MR. LOWERY: 66 into the record

2 please.

3 JUDGE WOODRUFF: 66 has been offered.

4 Any objection to its receipt?

5 (No response.)

6 JUDGE WOODRUFF: Hearing none, it

7 will be received.

8 (AMERENUE EXHIBIT NO. 66 WAS RECEIVED

9 INTO EVIDENCE.)

10 (AMERENUE EXHIBIT NO. 67 WAS MARKED

11 FOR IDENTIFICATION BY THE REPORTER.)

12 BY MR. LOWERY:

13 Q. Mr. Dauphinais, I've handed you

14 what's been marked for identification as

15 Exhibit 67. Do you recognize this to be a

16 follow-up order to the FERC Order 668?

17 A. Yes. That appears to be -- yes, it

18 is identified as Order No. 668-A, and as such would

19 be a follow-up order.

20 Q. And it was issued a few months after

21 668 was issued; is that right?

22 A. Based on this date, yes.

23 Q. Turn to page 9. Do you see where

24 there's a heading called clarification?

25 A. Yes.

1 Q. And we can see that what the FERC is  
2 doing here is they are clarifying Order 668 that we  
3 were just talking about, right?

4 A. Yes.

5 Q. Would you agree that paragraph 13 of  
6 Order 668-A refers to net sales and net purchases?

7 A. Give me a moment. It does use the  
8 terms net sale and net purchase.

9 Q. And you don't have to read these into  
10 the record, but would you read paragraphs 14 and 15  
11 of 668 to yourself. I want to ask you a question  
12 about them.

13 A. I'm ready.

14 Q. Paragraphs 14 and 15 that I just had  
15 you read, they make clear that in any given hour  
16 the market participant does not always have either  
17 a net sale or net purchase, but rather the market  
18 participant could have a net sale in a given hour  
19 in the real-time market and could have a net  
20 purchase in the same hour in the day-ahead market;  
21 isn't that right?

22 A. It says that --

23 Q. Well, let me first ask you, does it  
24 say that?

25 A. It says that you can have different



1 results in day-ahead and real-time. However,  
2 within daytime you would have either a sale or a  
3 purchase, and in real-time you only have a sale or  
4 a purchase. But in that same hour, it's possible  
5 that you have a different -- you could have a  
6 purchase in day-ahead while you have a sale in  
7 real-time. That's what it says.

8 **Q. According to the Order, FERC talks in**  
9 **terms of net purchases and net sales, not sales and**  
10 **purchases; isn't that right?**

11 A. They use the word net, yes.

12 MR. LOWERY: Your Honor, I don't  
13 think I have any other questions. Well, I would  
14 move for admission of Exhibit 67, and then I don't  
15 have any other questions.

16 JUDGE WOODRUFF: 67 has been offered.  
17 Any objections to its receipt?

18 (No response.)

19 JUDGE WOODRUFF: Hearing none, it  
20 will be received.

21 (AMERENUE EXHIBIT NO. 67 WAS RECEIVED  
22 INTO EVIDENCE.)

23 JUDGE WOODRUFF: We will come up for  
24 questions from the Bench. Mr. Chairman?

25 QUESTIONS BY CHAIRMAN KENNEY:

1           **Q.     Good afternoon, Mr. Dauphinais. How**  
2 **are you?**

3           A.     Good. Good afternoon, Mr. Chairman.

4           **Q.     My first question is regarding the**  
5 **number of utilities with an FAC that flow**  
6 **transmission costs through that FAC. Your counsel,**  
7 **Mr. Downey, indicated you'd have the answer to that**  
8 **question.**

9           A.     I do have that answer. I'm involved  
10 in many jurisdictions around the country, both in  
11 the eastern part of the country and the western  
12 part of the country. I think the key on that  
13 question is what type of transmission costs are we  
14 talking about?

15                     If we're talking about transmission  
16 costs that are incurred to transport or transmit  
17 power from a utility's own generation facility to  
18 its own customers, I know of no fuel adjustment  
19 clause that allows those transmission costs to be  
20 recovered.

21                     I am aware of some fuel adjustment  
22 clauses that do allow the transmission of --  
23 transmission cost for purchased power and  
24 transmission cost for off-system sales to be  
25 included in a fuel adjustment clause. That does

1 occur in a few places around the country.

2 Q. So as far as transmission costs  
3 associated with transporting your own power from  
4 your generation to your native load, you're not  
5 aware of any FAC in the United States that flows  
6 those types of transmission costs through that FAC?

7 A. That is correct.

8 Q. Let me ask you, you were in the room  
9 for Mr. Haro's testimony and my questions of him  
10 regarding self-supply and self-scheduling?

11 A. Yes.

12 Q. If Ameren -- and I want to -- as I  
13 understand Mr. Haro's testimony and the distinction  
14 between self-scheduling and self-supply, my  
15 interest is more in self-supplying. If Ameren's  
16 bidding into the market all of its generation and  
17 then it's buying out of the market all of its needs  
18 to supply its native load, how would you  
19 differentiate between that energy that is generated  
20 from its own generators versus energy that comes  
21 from any other generator that participates in the  
22 MISO market?

23 A. I think the key here is that for  
24 self -- we do have self-supply going on here  
25 because the MISO market is a tool that the company

1 has available to it in addition to its own  
2 generation resources to serve its own customers.  
3 And so -- and the company decides how to utilize  
4 its generation resources, how to schedule them,  
5 whether that's to offer them into the MISO market  
6 or to self-schedule them, actually specify it will  
7 operate in this hour at this megawatt level or to  
8 specify I'm going to operate on this day and give  
9 MISO this dispatch range. They make those types of  
10 decisions.

11 But it's really a tool. Ultimately  
12 generation is being utilized to serve the  
13 customers. That's the purpose of that generation.  
14 That's why it was invested in. And I think that's  
15 important. I think just because we clear it  
16 through an RTO market wasn't meant to change this  
17 from a self-supply situation. It doesn't do that.  
18 It's just a mechanism to aid the company.

19 **Q. So then based upon what you're**  
20 **saying, there should be a mechanism by which to**  
21 **differentiate those transmission costs incurred to**  
22 **transport its own generation to its native load**  
23 **from those transmission costs that are associated**  
24 **with purchased power?**

25 A. There should be. In fact, I argue

1 there is because we already do this for fuel. We  
2 don't say all the fuel is for off-system sales. We  
3 determine how much of the fuel is for customers and  
4 how much of the fuel and their generation was for  
5 off-system sales. And, therefore, the same  
6 mechanism can be used to calculate how much of the  
7 transmission charges that they incur for the load  
8 is associated with moving power from their own  
9 generation facilities to their own load versus --  
10 versus power that's for - or transmission costs  
11 that are incurred for other purposes, like bringing  
12 power to the load.

13 **Q. What would be the implications of**  
14 **allowing transmission costs associated with**  
15 **transporting energy from Ameren's generation to its**  
16 **native load, allowing those costs through the FAC,**  
17 **treating it all as purchased power?**

18 A. If it's treated all as purchased  
19 power, it would increase the amount of transmission  
20 charges that Ameren Missouri is allowed to include  
21 in its fuel adjustment clause. What that does is  
22 it gives the company the ability to have yet  
23 additional cost. Where they have increases, they  
24 don't have to offset them against -- or they don't  
25 have -- they can avoid coming in possibly for a

1 base rate increase or base rate filing because of  
2 the fact that they'd recover the cost increase  
3 through the FAC.

4 If it's a base rate item, then they  
5 would have to consider other costs and whether  
6 those costs have decreased such that they might not  
7 need to come in for a base rate case.

8 So it's an issue of the single-issue  
9 ratemaking issue we heard earlier, that's really  
10 what it's about. We increase the number of things  
11 that were tracked in the fuel adjustment clause, it  
12 would more and more increase the amount of  
13 single-issue ratemaking we have going on.

14 CHAIRMAN KENNEY: Very well. Thank  
15 you, Mr. Dauphinais. I don't have any other  
16 questions. Thanks for your time.

17 JUDGE WOODRUFF: Commissioner Hall?

18 COMMISSIONER HALL: No questions.

19 JUDGE WOODRUFF: Commissioner Rupp?

20 COMMISSIONER RUPP: No questions.

21 JUDGE WOODRUFF: All right. Anyone  
22 wish to recross based on those questions from the  
23 Bench?

24 MR. LOWERY: Yes, I do.

25 JUDGE WOODRUFF: Go ahead.

1 RE-CROSS-EXAMINATION BY MR. LOWERY:

2           **Q. I noticed in answering the Chairman's**  
3 **question about self-supply that you switched over**  
4 **and started talking about self-scheduling. Did you**  
5 **not use the term self-scheduling in answering his**  
6 **question about self-supply, did you not?**

7           A. I talked about self-scheduling as one  
8 of the ways that Ameren has to effectively schedule  
9 or choose how to utilize its generation facilities  
10 in the -- operating in the MISO market.

11           **Q. But self-supply is something that's**  
12 **distinct from self-schedule under the MISO tariff;**  
13 **is it not?**

14           A. Self-supply, as Mr. Haro said, is not  
15 a term defined under the MISO tariff.

16           **Q. But self-schedule is, isn't it?**

17           A. Self-scheduling refers to a very  
18 specific thing. That is, it's limited to  
19 specifically telling MISO that I am going to  
20 operate this unit in this hour at this megawatt  
21 level or you're going to operate this unit, and  
22 MISO, you may operate it between this megawatt  
23 band, somewhere between there you can dispatch it.  
24 Both of those are self-scheduling. It has a very  
25 specific, narrow meaning in the tariff.

1 Q. Yeah. And it -- and it doesn't  
2 broadly mean the way -- what you described self-  
3 supply to mean, because what you said self-supply  
4 is is that 100 percent of the output from all of  
5 Ameren Missouri's generators is, to use your words,  
6 being self-supplied to Ameren Missouri's load, and  
7 Ameren Missouri does not self-schedule all of its  
8 generating units, does it?

9 A. It does not self-schedule all its  
10 generating units the way that term is defined in  
11 the MISO tariff.

12 Q. You answered the Chairman's question  
13 about transmission charges and fuel adjustment  
14 clauses, right?

15 A. Yes.

16 Q. You said you have experience in a lot  
17 of different states; is that right?

18 A. Uh-huh.

19 Q. Tell me which of the 50 states'  
20 statutes that might govern fuel adjustment clauses  
21 that you've examined carefully that might form the  
22 basis of the answer you gave the Chairman. Which  
23 ones have you reviewed?

24 A. I haven't examined statutes, but I  
25 have examined tariffs.



1           **Q.     Well, so let me ask the question,**  
2 **have you examined statutes in those states?**

3           A.     I haven't performed a legal analysis  
4 of statutes in those states, no.

5           **Q.     Have you examined the statutes at**  
6 **all?**

7           A.     No.

8           **Q.     Because in this case, MIEC is relying**  
9 **upon an examination of the Missouri statutes for a**  
10 **lot of its argument; isn't that fair?**

11          A.     Yes.

12          **Q.     How many utilities' fuel adjustment**  
13 **clause tariffs have you examined in the last three,**  
14 **four years?**

15          A.     I'd say between -- just under ten  
16 maybe would be about the right number.

17          **Q.     Aren't there something close to 100**  
18 **electric utilities, distinct electric utilities in**  
19 **non-restructured states?**

20          A.     Yes.

21          **Q.     So you've examined 10 of the fuel**  
22 **adjustment clauses, ten out of those 100?**

23          A.     For over a broad geographic area,  
24 though.

25          **Q.     But only 10 out of 100?**

1 A. Yeah, 10 out of 100.

2 Q. How many commission fuel adjustment  
3 clause rules in the 50 states have you examined  
4 carefully as it pertains to the issue that the  
5 Chairman was asking you about?

6 A. Probably two or three.

7 Q. And there's 50 state commissions,  
8 wouldn't you agree?

9 A. Yes.

10 Q. Isn't it true that some states have  
11 transmission cost riders or trackers?

12 A. Some do. But that's a very different  
13 instrument than a fuel adjustment clause and  
14 specifically established outside of a fuel  
15 adjustment clause.

16 MR. LOWERY: I don't have any further  
17 questions, your honor.

18 JUDGE WOODRUFF: Redirect?

19 MR. DOWNEY: Yes.

20 REDIRECT EXAMINATION BY MR. DOWNEY:

21 Q. Mr. Dauphinais, I've handed you or  
22 the court reporter handed you Exhibit 529. Do you  
23 have that?

24 A. Yes.

25 Q. What is that?

1           A.     It's a couple of excerpts from the  
2 MISO tariff.

3           **Q.     And I notice on page 2, the date**  
4 **doesn't make a lot of sense.**

5           A.     Yeah. That's the way MISO currently  
6 has the date in their definition section of the  
7 tariff as posted on their website. It's not clear  
8 why that's -- the date is 9998, but that is the way  
9 they currently have it posted on their website.

10          **Q.     And there's been a lot of discussion**  
11 **about the Schedule 26A charges because those are**  
12 **the big dollars.**

13          A.     Yes.

14          **Q.     Do you recall that?**

15          A.     Yes.

16          **Q.     What is the relevance of these**  
17 **definitions in this --**

18          A.     Yes.

19          **Q.     -- this exhibit to those discussions?**

20                 MR. LOWERY: I'm going to interpose  
21 an objection before Mr. Dauphinais starts talking  
22 about this exhibit. Mr. Dauphinais filed two  
23 rounds of testimony on these issues already in this  
24 case. 26A was obviously implicated in all of those  
25 testimonies from the beginning. All of these

1 definitions he had ample opportunity to bring these  
2 up.

3 Mr. Downey -- and so what's happened  
4 here is we've talked about an issue that was  
5 completely talked about in everybody's prefiled  
6 testimony, and now on redirect we've got an  
7 orchestration and we're going to try to dump  
8 information into the record at a time when nobody  
9 has an opportunity to respond to it. And I don't  
10 think -- I don't think it's proper to allow that to  
11 happen.

12 JUDGE WOODRUFF: Your response?

13 MR. DOWNEY: Yes, Judge. I think  
14 he's been questioned by Commissioners and  
15 Mr. Lowery about this very issue, and this document  
16 goes with that issue. I mean, if the door is  
17 opened, I don't see how I can be faulted for  
18 walking through it.

19 MR. LOWERY: He was asked about the  
20 amount of Schedule 26A charges. He wasn't  
21 questioned anything about the operations of  
22 Schedule -- I certainly didn't and neither did the  
23 Commissioners question him anything about the  
24 operation of 26A, how the formula works or anything  
25 of that nature. He was only questioned by

1 Commissioner Rupp about the amount of 26A charges.

2 JUDGE WOODRUFF: I'm going to  
3 overrule the objection. You can answer the  
4 question.

5 THE WITNESS: These two tariff sheets  
6 are related to Schedule 26A. The first sheet on  
7 Exhibit 529 is the actual first page of the  
8 Schedule 26A rate, and one of -- the relevant  
9 feature on this is that it explains how this rate  
10 is applied. It's applied to monthly net actual  
11 energy withdrawals. It's monthly net actual energy  
12 withdrawals, and that's under the first paragraph  
13 regarding the rate.

14 The second page of this exhibit  
15 provides the MISO tariff definition of monthly net  
16 actual energy withdrawal. And the relevance in  
17 this is that it emphasize -- it doesn't talk about  
18 making any purchases from the market as being the  
19 basis for the charges. The basis of the charges is  
20 the calculated volume of megawatt hours that flows  
21 out of the transmission system during an operating  
22 month, as measured at a commercial pricing node,  
23 but this is definitely not tied to MISO purchases.

24 And, in fact, in MISO's settlements,  
25 Schedule 26A charges are not part of market

1 settlements. They're part of a completely separate  
2 thing in a separate billing item called  
3 transmission settlements. So there's really no  
4 relationship between market purchases and the  
5 billing of Schedule 26A. It's related to  
6 withdrawals of energy from the transmission system.

7 MR. DOWNEY: Judge, I'd offer  
8 Exhibit 529.

9 JUDGE WOODRUFF: 529 has been  
10 offered. Any objection?

11 MR. LOWERY: Same objection.

12 JUDGE WOODRUFF: And clarify for the  
13 record your basis for your objection.

14 MR. LOWERY: The objection is this  
15 does not relate to questions that were asked on  
16 cross-examination by the Bench or by me, and it was  
17 also fundamentally unfair to allow them to dump  
18 MISO schedules into the record for the first time  
19 on redirect when nobody has an opportunity to  
20 respond, when they've had two rounds of testimony,  
21 a document that already existed in the MISO tariff  
22 the entire time to put it in.

23 JUDGE WOODRUFF: The objections are  
24 overruled and the document is received. 529 is  
25 received.

1 (MIEC EXHIBIT NO. 529 WAS RECEIVED  
2 INTO EVIDENCE.)

3 BY MR. DOWNEY:

4 Q. Mr. Dauphinais, do you still have  
5 Exhibit 66 in front of you?

6 A. You said 66?

7 Q. I think that's right. And I think  
8 this is Order 668.

9 A. Mine's marked as Exhibit 2. I do  
10 have that in front of me, yes. So this is the  
11 Order, the excerpts from Order 668.

12 MR. DOWNEY: May I approach, Judge?  
13 I want to make sure we're looking at the same  
14 thing. Jim, is this Order 668?

15 MR. LOWERY: Yes.

16 BY MR. DOWNEY:

17 Q. Okay. I think we are talking about  
18 the same document. Would you please turn to  
19 page 39 again?

20 A. Yes.

21 Q. Mr. Lowery asked you a number of  
22 questions about this. And I realize it's in the  
23 record, but would you read the second and third  
24 sentences of paragraph 80 into the record?

25 A. Netting accurately reflects what

1 participants would be recording on their books and  
2 records in absence of a use of an RTO market to  
3 serve their native load. Recording these  
4 transactions on a gross basis, in contrast, would  
5 give an inaccurate picture of a participant's size  
6 and revenue-producing potential.

7 MR. DOWNEY: Thank you. Judge, I  
8 don't think I have any further questions.

9 JUDGE WOODRUFF: Then you can step  
10 down.

11 (Witness excused.)

12 MR. DOWNEY: I have Greg Meyer as our  
13 last witness, and I suspect he'll be very quick.

14 JUDGE WOODRUFF: You have testified  
15 earlier, and you are still under oath.

16 GREG MEYER testified as follows:

17 DIRECT EXAMINATION BY MR. DOWNEY:

18 Q. I believe this is the last time  
19 you're testifying; is that correct?

20 A. That's correct.

21 MR. DOWNEY: And I've already offered  
22 Mr. Meyer's testimony. It's Exhibit 513 and 514.  
23 And he is testifying on the Noranda load issue as  
24 it relates to net base energy costs and the FAC.  
25 So I would at the -- I would offer Exhibits 513 and



1 514 at this time and tender Mr. Meyer for cross.

2 JUDGE WOODRUFF: We'll go ahead and  
3 I'll ask if there are any objections to the receipt  
4 of 513 and 514.

5 (No response.)

6 JUDGE WOODRUFF: Hearing none, they  
7 will be received.

8 (MIEC EXHIBIT NO. 513 AND 514 WERE  
9 RECEIVED INTO EVIDENCE.)

10 JUDGE WOODRUFF: All right. For  
11 cross-examination then, beginning with Staff.

12 MR. THOMPSON: No questions.

13 JUDGE WOODRUFF: Public Counsel?

14 MR. POSTON: No questions.

15 JUDGE WOODRUFF: Consumers Council?

16 MR. COFFMAN: No questions.

17 JUDGE WOODRUFF: Ameren?

18 MR. LOWERY: No questions.

19 JUDGE WOODRUFF: Come up to the Bench  
20 for Commissioner questions. Mr. Chairman?

21 CHAIRMAN KENNEY: No questions.

22 Thank you.

23 JUDGE WOODRUFF: Commissioner Hall?

24 COMMISSIONER HALL: Just a few.

25 QUESTIONS BY COMMISSIONER HALL:

1 Q. Good afternoon.

2 A. Good afternoon.

3 Q. Looking at your surrebuttal  
4 testimony, line 12, you describe decreased power  
5 consumption being attributable to higher than  
6 normal pot failures. Could you explain to me what  
7 were the higher than normal pot failures?

8 MR. DOWNEY: Mr. Meyer is looking at  
9 me. I think this may be highly confidential.

10 COMMISSIONER HALL: It's not so  
11 identified in the --

12 THE WITNESS: To get into the  
13 specific number of pots.

14 COMMISSIONER HALL: Okay.

15 MR. DOWNEY: I think so long as we  
16 don't get into the specific number of pots -- well,  
17 Commissioner, I'd like you to be unfettered in your  
18 questioning, and maybe the best thing to do is just  
19 go into closed session briefly so you can ask all  
20 of your questions.

21 JUDGE WOODRUFF: All right. We'll go  
22 into in-camera then.

23 (REPORTER'S NOTE: At this point, an  
24 in-camera session was held, contained in Volume 30,  
25 pages 2097 through 2100 of the transcript.)

1 JUDGE WOODRUFF: And we're back in  
2 regular session. Anyone wishing recross based on  
3 those questions from the Bench?

4 MR. LOWERY: Just a couple, your  
5 Honor.

6 RECROSS-EXAMINATION BY MR. LOWERY:

7 Q. Good afternoon, Mr. Meyer.

8 A. Good afternoon.

9 Q. I like your tie.

10 I think your explanation to  
11 Commissioner Hall essentially was that they had the  
12 ice storm in 2009, it damaged a number of their --  
13 or it must be a fairly significant number of their  
14 pots at that time, right?

15 A. They lost two lines.

16 Q. So it damaged all those pots at that  
17 time; is that right?

18 A. That's my understanding.

19 Q. And so they had to replace -- they  
20 had to reline all of those damaged pots essentially  
21 in 2009 or throughout 2009 and 2010, right?

22 A. Correct.

23 Q. And so here we are about five or six  
24 years later and all those linings or many of those  
25 linings are starting to fail, right?

1 A. Correct.

2 Q. Because the linings have a finite  
3 life; is that right?

4 A. Yes.

5 Q. So what that tells me, then, is in  
6 five or six years from now, all of these pot  
7 relinings that are taking place now are going to  
8 have to take place again; is that right?

9 A. Not necessarily.

10 Q. And how would you know that,  
11 Mr. Meyer?

12 A. Because I know what the average --  
13 the average life of each -- of a pot on each of the  
14 lines is. And we didn't get to discuss that with  
15 Commissioner Hall, but they're different.

16 Q. Let me ask you a question. Have you  
17 ever -- do you have any experience in operating an  
18 aluminum smelter?

19 A. No, I do not.

20 Q. Are you -- are you an electrical or a  
21 mechanical or an engineer of any kind?

22 A. No, I'm not.

23 Q. Do you -- do you have expertise in  
24 the specifications for the materials or equipment  
25 or whatever it is that they use to reline pots in

1 an aluminum smelter?

2 A. No.

3 Q. Isn't it true that whatever you're  
4 testifying about in terms of whether they will or  
5 won't have to reline the pots or how the pots  
6 perform is secondhand information that you've been  
7 given by somebody at Noranda?

8 A. I discuss these things with Mr. Chad  
9 Pinson, who's the vice president and general  
10 manager of the smelter.

11 Q. But Mr. Pinson isn't here to testify,  
12 is he?

13 A. No.

14 Q. You're an accountant, as I recall;  
15 isn't that right?

16 A. Auditor/accountant, yes.

17 Q. Who, until you left the Commission a  
18 few years ago to Brubaker, spent his entire career  
19 as an auditor at the Missouri Public Service  
20 Commission, right?

21 A. That's correct.

22 MR. LOWERY: I don't have any other  
23 questions, your Honor.

24 JUDGE WOODRUFF: Redirect?

25 MR. DOWNEY: Yes.

1 REDIRECT EXAMINATION BY MR. DOWNEY:

2 Q. Mr. Meyer, Mr. Lowery was asking you  
3 questions about future failures of the pots on the  
4 pot lines. Do you recall?

5 A. Yes.

6 Q. After he asked you the question and  
7 questioned your credentials to answer the question,  
8 I'm not sure you answered it. So are you -- based  
9 on what you know, are you telling the Commission  
10 that the pots are all expected to fail in five or  
11 six years as Mr. Lowery asked you?

12 MR. LOWERY: I'm going to object. It  
13 calls for hearsay. I mean, Mr. Meyer has already  
14 testified about a lot of hearsay, but my  
15 cross-examination makes absolutely clear that  
16 everything Mr. Meyer knows about this is all based  
17 on hearsay that he -- information that he got from  
18 Mr. -- I don't remember the gentleman's last name.

19 MR. DOWNEY: Judge, almost every  
20 expert witness that's testified in this case relies  
21 on hearsay. That's an exception.

22 JUDGE WOODRUFF: I don't believe he's  
23 an expert on the relining of aluminum pots.

24 MR. DOWNEY: Well --

25 MR. LOWERY: That is the basis of my

1 objection.

2 MR. DOWNEY: -- may I establish a  
3 foundation?

4 JUDGE WOODRUFF: Go ahead.

5 BY MR. DOWNEY:

6 Q. Mr. Meyer, you're an  
7 auditor/accountant?

8 A. Yes.

9 Q. And did you review any figures with  
10 regard to the failures of various lines?

11 A. Any figures?

12 Q. Yes. Failure rates?

13 A. I've had dis-- besides the  
14 discussions I've had with Mr. Pinson and we've had  
15 general discussions, and I've been on two plant  
16 tours of Noranda where the lives of pots have been  
17 discussed.

18 Q. And have you run any accounting  
19 analysis with regard to the timing of pot failures?

20 A. No.

21 MR. DOWNEY: I don't have any  
22 questions.

23 JUDGE WOODRUFF: Okay. Then,  
24 Mr. Meyer, you can step down.

25 (Witness excused.)

1 JUDGE WOODRUFF: We've got two more  
2 witnesses, I believe, Mr. Barnes and Ms. Mantle.  
3 So Mr. Barnes.

4 MR. THOMPSON: Judge, I'm going to  
5 ask for a recess at this time.

6 JUDGE WOODRUFF: We can have a short  
7 recess. I think we'd probably like to finish  
8 before we would take a lunch break, unless the  
9 parties --

10 MR. LOWERY. Let me make -- I guess  
11 it's a request. It's a suggestion and a request.  
12 I obviously didn't really know how the hearings  
13 were going to go today in light of CCM's objection.  
14 Wasn't absolutely sure whether some of the  
15 documents were going to come in from official  
16 notice. Thought they probably would.

17 I'm pretty sure if I was given a  
18 little bit of time, I may have some questions for  
19 Ms. Mantle, but I'm pretty sure I can cut that down  
20 substantially, but I'm going to need more than 10  
21 or 15 minutes to do that. So I guess I would ask  
22 that we do take a lunch break, and I think we can  
23 fairly expedite that after lunch.

24 JUDGE WOODRUFF: Okay. Well, I'm  
25 willing to accommodate that. So we will take a



1 break for lunch. Let's come back at 2:15.

2 (A BREAK WAS TAKEN.)

3 JUDGE WOODRUFF: We're back from our  
4 lunch break, and we're ready to bring Mr. Barnes  
5 up. This is the first time you've testified in  
6 this case?

7 THE WITNESS: Yes.

8 JUDGE WOODRUFF: Please raise your  
9 right hand.

10 (Witness sworn.)

11 JUDGE WOODRUFF: Thank you.

12 MATTHEW BARNES testified as follows:

13 DIRECT EXAMINATION BY MS. DALE:

14 Q. Could you please state your name and  
15 spell it for the court reporter.

16 A. Matthew Barnes, M-a-t-t-h-e-w,  
17 B-a-r-n-e-s.

18 Q. And where are you employed,  
19 Mr. Barnes?

20 A. I'm employed by the Missouri Public  
21 Service Commission as a Utility Regulatory  
22 Auditor 4.

23 Q. And are you the same Matthew Barnes  
24 who authored a portion of the Cost of Service  
25 Report of Staff, I believe it's marked as

1 **Exhibit 202?**

2 A. Yes, I am.

3 **Q. Do you have any corrections to your**  
4 **portion of that?**

5 A. I do. On page 166, Chart 2 is  
6 missing in the HC version, and it's not -- it's not  
7 HC. The NP version, the chart is in there. So I  
8 don't know what happened, how that got left out.

9 **Q. And are you the same Matthew Barnes**  
10 **who did the Class Cost of -- did part of the Class**  
11 **Cost of Service Report for Staff --**

12 A. Yes. I do have one more --

13 **Q. -- Exhibit 201?**

14 A. -- one more correction on the Cost of  
15 Service Report.

16 **Q. I'm sorry.**

17 A. On page 168, in Table 1 where the  
18 annual cents per KWH, the dollar signs need to be  
19 removed. That's it for the Cost of Service Report.

20 **Q. And on the Class Cost of Service**  
21 **Report?**

22 A. Yes.

23 **Q. Do you have any corrections to that?**

24 A. I do. Just a couple. In my  
25 surrebuttal Class Cost of Service Report, page 1,

1 in the question, the question is, Please respond to  
2 Mr. Brubaker's rebuttal testimony concerning  
3 Noranda, and it should be direct.

4 And my last correction is actually in  
5 my work papers that would -- that support my  
6 calculations that's in Staff's Report to Ameren  
7 Missouri's Noranda Proposal, which is attached to  
8 Sarah Kliethermes' testimony. And there's three  
9 attachments, Attachment A, Attachment B, and the  
10 last one should say Attachment C, and that's all  
11 the corrections I have.

12 **Q. If I were to ask you those same**  
13 **questions that were set forth in your testimony or**  
14 **present you with the same issues to report upon,**  
15 **would your answers be the same?**

16 A. Yes, they would.

17 **Q. Were those answers true and correct**  
18 **to the best of your knowledge?**

19 A. Yes.

20 MS. DALE: With that, I would submit  
21 Exhibits 2003 and 2004 for admission into evidence  
22 and tender the witness for cross.

23 JUDGE WOODRUFF: It's actually 203  
24 and 204.

25 MS. DALE: Sorry.

1 JUDGE WOODRUFF: And this is the only  
2 time Mr. Barnes will be testifying?

3 MS. DALE: No. He'll be testifying  
4 again tomorrow.

5 JUDGE WOODRUFF: Okay. I'll defer  
6 ruling on the admission until the final time he  
7 testifies.

8 MS. DALE: Thank you.

9 JUDGE WOODRUFF: And for  
10 cross-examination, we'll begin with Public Counsel.

11 MR. POSTON: No questions.

12 JUDGE WOODRUFF: Consumers Council?

13 MR. COFFMAN: No questions.

14 JUDGE WOODRUFF: MIEC?

15 MR. DOWNEY: No questions.

16 JUDGE WOODRUFF: Ameren?

17 MR. LOWERY: No questions.

18 JUDGE WOODRUFF: I have no questions,  
19 and therefore there's no need for recross or  
20 redirect.

21 CHAIRMAN KENNEY: Me neither.

22 JUDGE WOODRUFF: I'm sorry. I forgot  
23 you were still there, Mr. Chairman.

24 CHAIRMAN KENNEY: That's okay. That  
25 happens to me all the time. No questions. Thank

1 you, Mr. Barnes.

2 THE WITNESS: Thank you.

3 JUDGE WOODRUFF: All right. Since  
4 there are no questions, you can step down.

5 (Witness excused.)

6 JUDGE WOODRUFF: All right. Then  
7 we're ready for Ms. Mantle. Please raise your  
8 right hand.

9 (Witness sworn.)

10 JUDGE WOODRUFF: You may inquire.

11 LENA MANTLE testified as follows:

12 DIRECT EXAMINATION BY MR. POSTON:

13 Q. Please state your name.

14 A. Lena Mantle.

15 Q. And by whom are you employed and in  
16 what capacity?

17 A. I'm employed by the Office of Public  
18 Counsel as Senior Analyst.

19 Q. Are you the same Lena Mantle that  
20 caused to be prepared and filed Exhibits 400 HC and  
21 NP, 401 HC and NP, and 402 HC and NP?

22 A. Yes.

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

25 A. Yes, I do. In my direct testimony,

1 on page 10, I cite the Commission's rule, and the  
2 cite currently states 4 CSR 240-20.090(2)(A), and  
3 it should be C, not A.

4 **Q. Do you have any other corrections?**

5 A. On page 12 of my rebuttal testimony,  
6 beginning on line 9, right at the end of that, the  
7 sentence that starts "because the only transmission  
8 costs". I'd like to strike the words "because the  
9 only transmission costs that were included in the  
10 first FAC were transmission costs associated with  
11 purchased power". And I'd like then to start the  
12 sentence with "There was no discussion."

13 And then on -- in my rebuttal  
14 testimony on page 24, line 20, I would -- it should  
15 read, No. It is consistent with the revenues in  
16 the first FAC that the Commission approved for  
17 Ameren Missouri.

18 I believe that's all the changes I  
19 have. Yes.

20 **Q. With those corrections, if I asked**  
21 **you the same questions today, would your answers be**  
22 **the same or substantially the same?**

23 A. Yes.

24 **Q. Are your answers as amended true and**  
25 **accurate to the best of your knowledge?**

1 A. Yes.

2 MR. POSTON: Your Honor, I offer  
3 Exhibits 400, 401 and 402, but note that she'll be  
4 back here tomorrow, and I tender her for cross.

5 JUDGE WOODRUFF: 400, 401 and 402  
6 have been offered. Any objection to their receipt?

7 (No response.)

8 JUDGE WOODRUFF: Again, I will defer  
9 ruling on that.

10 Did you have any additional direct  
11 relating to the Stipulation & Agreement?

12 MR. POSTON: I do not.

13 JUDGE WOODRUFF: Okay. Then for  
14 cross-examination, we'll begin with Staff.

15 MS. DALE: No questions. Thank you.

16 JUDGE WOODRUFF: MIEC?

17 MR. DOWNEY: No questions.

18 JUDGE WOODRUFF: Ameren?

19 MR. LOWERY: No questions.

20 JUDGE WOODRUFF: Consumers Council?

21 MR. COFFMAN: No questions.

22 JUDGE WOODRUFF: Mr. Chairman, did  
23 you have any questions for Ms. Mantle?

24 CHAIRMAN KENNEY: No questions.

25 Ms. Mantle, nice to see you again. Thank you.

1 THE WITNESS: Thank you.

2 QUESTIONS BY JUDGE WOODRUFF:

3 Q. Ms. Mantle, I will ask you a  
4 question, and that's just if you could explain a  
5 little bit about the Stipulation & Agreement and  
6 Public Counsel's position on that.

7 A. One of the big issues for Office of  
8 Public Counsel was not being able to understand all  
9 the costs and revenues that are currently included  
10 in Ameren's FAC or what they were proposing be  
11 included in the FAC.

12 The Stipulation & Agreement will  
13 allow us to work together to understand that, and  
14 not only for Office of Public Counsel to understand  
15 that, but also it will be filed with the Commission  
16 so that the Commission has that information in  
17 front of it.

18 Now, what happens with that in future  
19 cases is future cases, but the objective was to get  
20 the information to not only Office of Public  
21 Counsel but to the Commissioners and to the other  
22 parties and to the case to provide some additional  
23 transparency regarding what is in Ameren Missouri's  
24 fuel adjustment clause and what isn't.

25 Q. I think there's a new procedure that



1 if Ameren wanted to change which accounts are going  
2 into the FAC, they would have to file a pleading to  
3 start that process; is that right?

4 A. It's not -- it's not an account.  
5 It's likely to be what Ameren calls an activity  
6 code, a new charge type or a new schedule from  
7 MISO, or it could be PJM or some other RTO.  
8 Currently the tariff just allows that notification  
9 to be made in the monthly reports that are  
10 submitted. They're not filed before the  
11 Commission, but they are provided to EFIS. And  
12 then the other parties are left with going and  
13 looking at that report, finding it and, if we have  
14 objections, bringing that to the Commission.

15 The change to the tariff will require  
16 Ameren to file when there's a new charge type or  
17 new revenue type, so that it's brought to the  
18 attention of the Commission and the other parties  
19 and it's more transparent as to what's going on.

20 Q. Is it the anticipation that that  
21 would be filed as a pleading that would create a  
22 new case?

23 A. I believe so, yes.

24 JUDGE WOODRUFF: That's all the  
25 questions I had. Commissioner Hall, did you have

1 any questions you wanted to ask Ms. Mantle?

2 COMMISSIONER HALL: I did not. Thank  
3 you.

4 JUDGE WOODRUFF: Any recross based on  
5 those questions from the Bench.

6 MS. DALE: I have no questions for  
7 you. Thank you. Oh, sorry. Wrong. I'm getting  
8 over myself.

9 JUDGE WOODRUFF: No recross. Any  
10 redirect?

11 MR. POSTON: No redirect.

12 JUDGE WOODRUFF: And you can step  
13 down.

14 (Witness excused.)

15 JUDGE WOODRUFF: And I believe that  
16 issue would be the last issue on the fuel  
17 adjustment clause issue. We will resume again  
18 tomorrow morning. And did we mention on the record  
19 who we would be starting with tomorrow?

20 MR. LOWERY: Mr. Humphreys and then  
21 Mr. Reed, and then I believe we would plan to take  
22 up opening statements after those two witnesses are  
23 done so that we can make sure and get them done so  
24 they can get to their flights.

25 JUDGE WOODRUFF: Very good. Then

1 we'll resume tomorrow morning on the Noranda  
2 issues.

3 CHAIRMAN KENNEY: What time, Judge?

4 JUDGE WOODRUFF: 8:30. Thank you.

5 We are adjourned.

6 (WHEREUPON, the hearing recessed at  
7 2:25 p.m.)

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