

In the Matter of:

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI'S TARIFFS TO INCREASE

GR-2019-0077 VOL. VIII

August 15, 2019



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STATE OF MISSOURI

PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

On-The-Record Presentation

August 15, 2019

Jefferson City, Missouri

Volume 8

In The Matter Of Union Electric)
Company d/b/a Ameren Missouri's) File No. GR-2019-0077
Tariffs To Increase Its Revenues)
For Natural Gas Service)

JOHN T. CLARK, Presiding,
REGULATORY LAW JUDGE.

DANIEL Y. HALL, Chairman,
COMMISSIONER

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

(The hearing commenced at 1:02 p.m.)

JUDGE CLARK: Good afternoon. We're on the record. Please, silence your cell phones, if you've not already.

This is the On-The-Record Presentation in Commission File No. GR-2019-0077, In the Matter of Union Electric Company doing business as Ameren Missouri's Tariffs to Increase Its Revenues for Natural Gas Service. My name's John Clark. I'm the Regulatory Law Judge assigned to preside over this presentation that's being held on August 15, 2019, in the Governor Office Building in Jefferson City, Missouri. And the current time is roughly 1:03 p.m.

I'd like at this time to get the entries of appearance of counsel. When you're giving your entries, I'd also like you to introduce any witnesses that you have brought to answer Commission questions today.

So I will start with Ameren Missouri.

MS. GRUBBS: Good afternoon. Sorry about that. Good afternoon. Jermaine Grubbs, Corporate Counsel. I'm joined by Wendy Tatro. Then I have three witnesses that would be available if questions arise. The first one is Tom Byrne. He's our Senior Director

1 of Regulatory Affairs for Ameren Missouri. Then, Laura
2 Moore, who is the controller for Ameren Missouri, and
3 Steve Wills, who is the director of rates and analysis
4 for Ameren Missouri. And the court reporter has our
5 contact information.

6 JUDGE CLARK: Thank you. For the Commission
7 Staff?

8 MR. BERLIN: Thank you, Judge. Let the
9 record show, Robert S. Berlin appearing on behalf of
10 the Staff of the Missouri Public Service Commission.
11 The court reporter has my contact information here at
12 the Commissions' offices. And we do have some Staff
13 witnesses available, should there be a need to ask more
14 detailed questions. Those would include Staff
15 Director, Natelle Dietrich; Mark Oligschlaeger, Robin
16 Kliethermes, Lisa Ferguson, Dave Sommerer, and Jason
17 Kunst, and Anne Crowe. I think I've got everybody that
18 you might -- we may possibly need.

19 JUDGE CLARK: Okay. Thank you. From the
20 Office of Public Counsel?

21 MS. SHEMWELL: Good afternoon and thank you,
22 Judge. Lera Shemwell representing the Office of the
23 Public Counsel and the public. I've given my court
24 reporter my information. I have the following expert
25 witnesses. Dr. Geoff, and that's spelled G-e-o-f-f,

1 Marke. John Robinett, Amanda Conner, and Mr. John
2 Riley.

3 JUDGE CLARK: Thank you. The Missouri
4 Division of Energy?

5 MR. WESTON: Good Afternoon, Judge. Thank
6 you. This is Jacob Westen on behalf of the Division of
7 Energy. My contact information is P.O. Box 176,
8 Jefferson City, Missouri 65102-0176. Here newly minted
9 attorney -- well, not minted attorney, but newly minted
10 for representative for the Department of -- or Division
11 of Energy, which is being transferred to the Department
12 of Natural Resources. I do not have any witnesses here
13 today; they do have conflicts, but I do have testimony
14 available to present if needed. Thank you.

15 JUDGE CLARK: Thank you. From the Missouri
16 Industrial Energy Consumers?

17 I see no one.

18 The National Housing Trust asked to be
19 excused, and that was granted.

20 Spire Missouri?

21 They're a non-signatory party, and I'm not
22 surprised they did not show up.

23 And from the Missouri School Boards'
24 Association?

25 MR. BROWNLEE: Richard Brownlee. My firm is

1 RSBIII, LLC. The court reporter has my contact
2 information. And I have with me today should the need
3 require, Mike Parnell who's employed with the Missouri
4 School Boards' Association. I did not file testimony,
5 but I believe he would be at least knowledgeable in
6 terms of the stipulation and issues dealing with the
7 Company and the school transportation issues.

8 JUDGE CLARK: Thank you. Now, I'd like to
9 begin with some opening statements from counsel. Treat
10 this opening regarding the various stipulations and
11 agreements as you would in a contested case. But
12 understand that the Commission may have questions at
13 any time for the attorneys or for witnesses. I know I
14 have some questioners that have been given to me by the
15 Commission and Chairman to ask. If there are questions
16 for a witness, if the witness can get to a
17 microphone -- it doesn't have to be at the podium, but
18 I want the people that are listening in on the webcast
19 to be able to hear the answers to the questions. So if
20 you're a witness and you're asked a question, find a
21 microphone.

22 MR. OPITZ: Your Honor, back here.

23 JUDGE CLARK: Yes. Mr. Opitz.

24 MR. OPITZ: Before we go forward, I'd like to
25 enter my appearance on behalf of Renew Missouri.

1 JUDGE CLARK: I apologize, Mr. Opitz. I'm
2 sorry. I made a list and I just involuntarily must
3 have left you off.

4 MR. OPITZ: That's no problem. For Renew
5 Missouri advocates. I'm Tim Opitz, and I've provided
6 my information to the court reporter. Thank you.

7 JUDGE CLARK: Thank you so much, Mr. Opitz.
8 Again, I sincerely apologize.

9 Now, to the best of my knowledge, the
10 stipulations and agreements are not confidential, but
11 if confidential information is going to be introduced,
12 I'm relying on the parties to inform me so we can go in
13 camera before that information becomes compromised.

14 Is there anything from counsel before we
15 begin with opening statements?

16 I see nothing.

17 Anything from the bench?

18 Okay. Let's start with the company, Ameren
19 Missouri?

20 MS. GRUBBS: Thank you, Your Honor. So to
21 give you a road map, first, I'm going to hit on the
22 highlights of the stipulations, and I'm going to
23 explain the timing for the rate changes, and then,
24 finally, take care of a housekeeping matter.

25 So we have two stipulations to present that

1 resolve all contested issues in this docket. We
2 believe these stipulations reach a reasonable
3 resolution and provide for just and reasonable rates.

4 So the first one of those stipulations is the
5 First Amended Nonunanimous Stipulation Agreement which
6 was entered into between Ameren Missouri, Staff, The
7 Division of Energy, Renew Missouri, The National
8 Housing Trust, and the Office of Public Counsel. That
9 was filed on EFIS on July 18, 2019.

10 So just to highlight some of those settlement
11 points. Paragraph 4 describes that the stipulation
12 provides for a decrease in the companies permanent
13 annual rate revenues by \$1 million.

14 Paragraph 6 of the stipulation provides for a
15 return on equity range of 9.4 percent to 9.95 percent,
16 which is consistent with the filed positions of Staff,
17 OPC, and the Company.

18 Paragraph 7 provides an ROE for ISRS only,
19 and that is set at 9.725 percent.

20 Paragraph 8, then, provides for a property
21 tax tracker. Ameren Missouri will track and defer all
22 property tax refunds associated with tax years 2009
23 through the true-up date of the Company's next gas rate
24 case, as well as property tax increases and decreases
25 experienced during that same time frame. That will be

1 offset by the attorneys' fees and cost, and consultant
2 fees and costs associated with attaining those refunds.
3 The ratemaking treatment, though, of that deferral
4 balance will be determined in the Company's next gas
5 rate case.

6 Paragraph 12 covers the Company's Natural Gas
7 Energy Efficiency Program. And right after that in
8 Paragraph 13, we cover the weatherization program.

9 Paragraph 15 describes the modifications to
10 the Staff proposed Volume Indifference Reconciliation
11 To Normal, VIRN, Mechanism, and tariff agreed upon by
12 the signatories. However, I would say Volume
13 Indifference Reconciliation to Normal is quite a mouth
14 full, so we plan on, instead, calling it a Delivery
15 Charge Adjustment, so delivery charge or DCA Rider will
16 be used instead.

17 Paragraph 16 provides that the depreciation
18 rates plus that were proposed by the Company should be
19 used to set rates.

20 Paragraph 18 provides that Ameren Missouri
21 agrees to file its next gas rate case concurrent with
22 its next-to-be-filed electric rate case. Of course,
23 there's currently a pending electric rate case. This
24 is addressing the concurrent filing of the next
25 electric rate case.

1 Paragraph 19 addresses rate design for
2 residential customers. So under the stipulation, the
3 residential customer charge will remain at its current
4 \$15 dollars a month, and the delivery charge will be
5 changed to a flat volumetric rate structure.

6 Paragraph 20, then, provides that the revenue
7 requirement decrease of that million dollars will e
8 allocated to customer classes by calculating an equal
9 percentage change for all classes, but shifting the
10 dollar value of the decrease that was calculated for
11 the Interruptible Service Class to the Standard
12 Transportation Class.

13 So that was the first stipulation, the
14 highlights. The second one is the Nonunanimous
15 Stipulation and Agreement as to MSBA issues. That
16 stipulation was entered into between Ameren Missouri,
17 Staff, and the Missouri School Board Association or
18 MSBA for short. That stipulation was filed on EFIS on
19 July 23, 2019. And I'll just hit some -- some high
20 points there.

21 A pilot program for MSBA represented eligible
22 school entities was agreed upon. And under that pilot
23 program, information will be tracked for comparison on
24 whether the cash-out provisions or guard rails set for
25 eligible school entities under Ameren Missouri's

1 Transportation tariff are effective. The information
2 tracked will allow for comparison in the future case
3 rate case.

4 The comparison had -- the Company has been
5 working with Staff and with MSBA on revised
6 transportation tariff language. The billing changes,
7 however, I would note, that are required to effectuate
8 the MSBA pilot are going to take a little bit more time
9 to -- than the other rate cases -- or rate changes in
10 this case. And so the MSBA pilot rates cannot begin
11 being collected until November 1st, which brings us to
12 that second stop on the roadmap, which is the timing
13 issue.

14 So Ameren Missouri requests that the
15 Commission issue its order promptly and delegate any
16 necessary authority to the judge so that we have new
17 rates except for that MSBA pilot rate program to go
18 into effect on September 1. And, then, of course, as I
19 mentioned before the rates for the MSBA pilot would go
20 into effect on November 1st.

21 So I also mentioned that we had a
22 housekeeping matter. Ameren Missouri moves that all
23 parties prefiled testimony be entered into the record.
24 At this time, we -- the Company have provided our
25 exhibits on a -- on a DVD for the court reporter as

1 well. Thank you.

2 JUDGE CLARK: That's kind of where I'm
3 running into a little bit of a disconnected because I
4 do have the Company's exhibit list that is numbered
5 individually as to each piece of testimony. So I'm not
6 sure how to do this and just blanket-enter all
7 testimony onto the record as either a single exhibit or
8 as -- as a great many enumerated exhibits, because we
9 have direct testimony running back as far as -- I
10 believe Mr. Marke or Dr. Marke's was the first direct
11 filed back in April, so -- any suggestions in regard to
12 how to do that?

13 MS. GRUBBS: Your Honor, for the Company, we
14 have an exhibit list. I can read through the exhibit
15 number and corresponding description, but I can't speak
16 for the other parties.

17 JUDGE CLARK: Okay. That would be my
18 preference -- is just to go through so that I -- I get
19 everybody's and everybody has an opportunity to object.
20 And it may seem like it's going to take a little
21 longer, but I think in order to get it all into the
22 record appropriately that's the way we're going to do
23 it.

24 So I see you have Mr. Wood's direct testimony
25 marked as one, so why don't you start there and we will

1 just do it one by one.

2 MS. GRUBBS: Thank you, Your Honor.

3 So Exhibit No. 1 is Warren Wood's direct
4 testimony.

5 Exhibit No. 2 is Laura Moore's direct
6 testimony.

7 Exhibit No. 3C -- as in cat -- is Laura
8 Moore's rebuttal testimony, which is confidential.

9 Exhibit No. 3P is Laura Moore's rebuttal
10 testimony, public version.

11 Exhibit 4 is Laura Moore's surrebuttal
12 testimony.

13 Exhibit 5 is Darryl Sagel's rebuttal
14 testimony. And that's 5C, pardon me because that is a
15 confidential version.

16 There is also a public version. So Ameren
17 Exhibit 5P is Darryl Sage's rebuttal testimony, public
18 version.

19 Ameren Exhibit 6C is Darryl Sagel's
20 surrebuttal testimony, confidential version.

21 6P is Darryl Sagel's surrebuttal testimony,
22 public version.

23 Exhibit 7 is Robert Hevert's direct
24 testimony.

25 Exhibit 8 is Robert Hevert's rebuttal

1 testimony.

2 Exhibit 9 is Robert Hevert's surrebuttal
3 testimony.

4 Exhibit 10C is Tom Byrne's rebuttal
5 testimony, confidential version.

6 10P is Tom Byrne's rebuttal testimony, public
7 version.

8 Exhibit 11C is Tom Byrne's surrebuttal
9 testimony, confidential version.

10 Exhibit 11P is Tom Byrne's surrebuttal
11 testimony, public version.

12 Exhibit 12 is John Wiedmayer's direct
13 testimony.

14 Exhibit 13 is John Wiedmayer's surrebuttal
15 testimony.

16 Exhibit 14 is Brenda Weber's direct
17 testimony.

18 Exhibit 15C is Brenda Weber's rebuttal
19 testimony, confidential version.

20 Exhibit 15P is Brenda Weber's rebuttal
21 testimony, public version.

22 Exhibit 16 is Laureen Welikson's direct
23 testimony.

24 Exhibit 17C is Laureen Welikson's rebuttal
25 testimony, confidential version.

1 Exhibit 17P is Laureen Welikson's rebuttal
2 testimony, public version.

3 Exhibit 18 is Laureen Welikson's surrebuttal
4 testimony.

5 Exhibit 19 is Ryan Ryterski's direct
6 testimony.

7 Exhibit 20 is Ryan Ryterski's rebuttal
8 testimony.

9 Exhibit 21 is Ryan Ryterski's surrebuttal
10 testimony.

11 Exhibit 22 is Michael Harding's direct
12 testimony.

13 Exhibit 23 is Michael Harding's rebuttal
14 testimony.

15 And our final exhibit is Exhibit 24, Michael
16 Harding's surrebuttal testimony.

17 JUDGE CLARK: Are there any objections to
18 admitting Ameren Missouri's Exhibits 1 through 24 onto
19 the hearing record?

20 I hear no objections. Ameren Exhibit's 1
21 through 24 are admitted onto the hearing record. Those
22 that are designated with a "C" are confidential.

23 Staff?

24 MR. BERLIN: Here's a list.

25 JUDGE CLARK: Thank you so much.

1 MR. BERLIN: All right. Judge, I have a
2 rather extensive list here, and I'll go through it --
3 numbers.

4 Exhibit No. 100 is the direct testimony of
5 Natelle Dietrich.

6 101 is the confidential Staff report for cost
7 of service.

8 102 is the Staff report, cost of service,
9 public.

10 103 is the Staff report, cost of service,
11 appendices 1 and 2.

12 104 is the Staff report, cost of service,
13 appendix 3, confidential.

14 105 is the Staff report, cost of service,
15 appendix 3, public.

16 106, Staff direct accounting schedules.

17 107, direct testimony of Natelle Dietrich.

18 108, Staff report, class cost of service with
19 appendices.

20 109, rebuttal testimony of Kory Boustead.

21 110, rebuttal testimony of David Buttig.

22 111, rebuttal testimony of Kim Cox.

23 112, rebuttal testimony of Anne Crowe.

24 113, rebuttal testimony of Jason Kunst,
25 confidential.

1 114, rebuttal testimony of Jason Kunst,
2 public.

3 115, rebuttal testimony of Keenan Patterson,
4 confidential.

5 116, rebuttal testimony of Keenan Patterson,
6 public.

7 117, rebuttal testimony of Jeffrey Smith,
8 confidential.

9 118, rebuttal testimony of Jeffrey Smith,
10 public.

11 119, rebuttal testimony of Seung Joun Won.

12 120, complied rebuttal testimonies of Robin
13 Kliethermes, Sarah L. K. Lange, and Michael Stahlman.

14 121, the confidential testimony, surrebuttal
15 true-up direct testimony of Paul Amenthor.

16 122, the surrebuttal true-up direct testimony
17 of Paul Amenthor, public.

18 123, the surrebuttal testimony of Kory
19 Boustead.

20 124, the confidential surrebuttal true-up
21 direct testimony of Christopher Caldwell.

22 125, the public surrebuttal true-up direct
23 testimony of Christopher Caldwell.

24 126, the surrebuttal testimony of Kim Cox.

25 127, the surrebuttal true-up direct testimony

1 of Lisa Ferguson, confidential.

2 128, the surrebuttal true-up direct testimony
3 of Lisa Ferguson, public.

4 129, the surrebuttal testimony of Robin
5 Kliethermes.

6 130, the surrebuttal true-up direct testimony
7 of Jason Kunst, confidential.

8 131, the surrebuttal true-up direct testimony
9 of Jason Kunst, public.

10 132, the surrebuttal testimony of Jeffrey
11 Smith, confidential.

12 133, the surrebuttal testimony of Jeffrey
13 Smith, public.

14 134, the surrebuttal testimony of Michael
15 Stahlman.

16 135, the surrebuttal testimony of Seoung Joun
17 Won.

18 And 136, true-up accounting schedule.

19 That completes our exhibit list.

20 JUDGE CLARK: Any objections to admitting
21 Staff Exhibits 100 through 136 onto the hearing record?

22 I see no objections.

23 Exhibits 101, 104, 113, 115, 117, 121, 124,
24 126, 130, and 132 will be designated with a "C"
25 designation and are designated confidential.

1 From the Office of Public Counsel?

2 MS. SHEMWELL: Thank you. I'm sorry. I
3 don't have the list with me. I'm waiting for
4 Mr. Robinett to -- he's been coming for the last 10 or
5 15.

6 JUDGE CLARK: Okay. I'll just skip over you
7 for the moment and come back to you.

8 MS. SHEMWELL: Let me rephrase. I'm
9 expecting him in the -- I've been expecting him for ten
10 minutes.

11 JUDGE CLARK: Fair enough. We'll get back to
12 you.

13 From the Missouri Division of Energy.

14 MR. WESTON: Thank you, Judge. I believe I'm
15 starting with Exhibit No. 300.

16 So Division of Energy will offer as
17 Exhibit 300, the direct testimony of Sharlet E. Kroll.
18 Sharlet is S-h-a-r-l-e-t, Kroll is K-r-o-l-l.

19 For Exhibit No. 301 is the rebuttal testimony
20 of Martin Hyman, H-y-m-a-n.

21 Exhibit No. 302 is the surrebuttal testimony
22 of Martin Hyman.

23 Division of Energy's Exhibit No. 303 is the
24 direct testimony of Jane E. Epperson. Epperson is
25 E-p-p-e-r-s-o-n.

1 Division of Energy's Exhibit No. 304 is the
2 surrebuttal direct testimony of Jane Epperson.

3 Division of Energy's Exhibit No. 305 is the
4 rebuttal testimony of Jordan R. Elliott. Elliott is
5 E-l-l-i-o-t-t.

6 And finally, Division of Energy's Exhibit
7 No. 306 is the surrebuttal testimony of Mr. Elliott.
8 At this time --

9 JUDGE CLARK: Any objections to admitting the
10 Dept-- or Division of Energy's Exhibits 300 through 306
11 onto the hearing record.

12 I see no objections.

13 Those are hereby admitted onto the hearing
14 record.

15 Renew Missouri?

16 MR. OPITZ: Thank you, Judge. We didn't have
17 any prefiled exhibits but if no party objects, I'd like
18 to offer as Renew Exhibits the testimony of National
19 Housing Trust, and I can list that here individually.

20 So I'd offer Exhibit 351, the direct
21 testimony of Annika Brink.

22 Exhibit 352, the direct testimony on rate
23 design of Annika Brink.

24 Exhibit 353, the rebuttal testimony of Annika
25 Brink.

1 JUDGE CLARK: And can you spell Brink for me
2 and possibly Anna, too?

3 MR. OPITZ: Yes. It's A-n-n-i-k-a, and the
4 last name is B-r-i-n-k.

5 JUDGE CLARK: Thank you. Any objection to
6 admitting National Housing Trust Exhibits 351 through
7 353 onto the hearing record?

8 I see no objection.

9 Those are hereby admitted onto the hearing
10 record.

11 MR. OPITZ: Thank you, Your Honor.

12 JUDGE CLARK: Missouri School Boards'
13 Association.

14 MR. BROWNLEE: I have three individual pieces
15 of testimony. I'm not sure numerically where they
16 start, but the three pieces are Louie Ervin, direct --
17 Louie Ervin -- the second one would be Louie Ervin
18 rebuttal, and the third one would be Louie Ervin
19 surrebuttal.

20 If those would be 400 through 403 or -- I
21 can't -- I'm not sure of the numbering system we're
22 following, but I stand to be advised.

23 JUDGE CLARK: That works fine with me. Any
24 objections to the MSBA's Exhibits 400 through 403?

25 MS. GRUBBS: To clarify, Your Honor, I think

1 it would be 400, 401, and 402.

2 JUDGE CLARK: Thank you. I appreciate that.

3 Any objection to MSBA --

4 MR. BROWNLEE: If you insist.

5 JUDGE CLARK: -- 400 through 402?

6 Seeing none, those are admitted onto the
7 hearing record.

8 And we are back to the Office of Public
9 Counsel.

10 MS. SHEMWELL: Thank you. Direct testimony
11 of Geoff Marke, G-e-o-f-f, Marke -- Dr. Geoff Marke is
12 201 -- or 200. I'm sorry.

13 The direct testimony of Amanda Conner is
14 201C. It is confidential.

15 JUDGE CLARK: You said the first one was 200?

16 MS. SHEMWELL: 200.

17 JUDGE CLARK: Thank you.

18 MS. SHEMWELL: And then 201C for Amanda
19 Conner.

20 And 201P is a public version of Amanda
21 Conner's direct.

22 20-- 202 will be the rebuttal testimony of
23 Dr. Geoff Marke.

24 203, the rebuttal testimony of John S. Riley.

25 204, will be the rebuttal testimony of John

1 A. Robinett, R-o-b-i-n-e-t-t.

2 205 is the rebuttal testimony of Robert E.
3 Schallenberg, S-c-h-a-l-l-e-n-b-e-r-g.

4 206 is the surrebuttal testimony of Amanda
5 Conner, and she has confidential, so that will be 206C.
6 And then her public version is 206P.

7 And then Robert Shallenberg's surrebuttal
8 testimony will be 207.

9 JUDGE CLARK: Is that all?

10 MS. SHEMWELL: That is. Thank you.

11 JUDGE CLARK: Can you spell Riley for me real
12 quick?

13 MS. SHEMWELL: R-i-l-e-y.

14 JUDGE CLARK: Thank you. Any objection to
15 the Office of Public Counsel's Exhibits 200 through
16 207?

17 Hearing no objections, those are admitted
18 onto the hearing record. Those with the "C"
19 designation are designated confidential.

20 Okay. I know that was arduous. I appreciate
21 it. If you haven't gotten actual exhibits to the court
22 reporter, make an effort to do so today or make an
23 arrangement so that they do have those so they can get
24 those appropriately numbered and into the record.

25 Ameren, if you'd like to continue on. That

1 was the housekeeping, I believe. You've made the
2 request. We've entered the testimony. You had
3 requested that new rates go into effect September 1st
4 for -- and that the pilot the program for the MSBA go
5 into effect on November 1st.

6 MS. GRUBBS: Yes, Your Honor. So that
7 concludes my opening remarks.

8 JUDGE CLARK: Okay. Commission Staff?

9 MR. BERLIN: Thank you, Judge.

10 JUDGE CLARK: Well, wait. Hold on. Let me
11 ask one question. Are there any bench questions at
12 this time?

13 MR. HALL: Yes. Thank you. On page two
14 concerning -- on page two of the Nonunanimous Stip and
15 Agreement concerning the capital structure; is that --
16 is the agreed-upon capital structure the capital
17 structure that is set forth in the reconciliation?

18 MS. GRUBBS: It was the actual capital
19 structure at true-up. Which reconciliation are you --

20 MR. HALL: Filed July 18th, which I believe
21 is the same day this was filed.

22 MS. GRUBBS: Yes, it is. I apologize, yes.

23 MR. HALL: So that the 50 percent equity,
24 48.99 percent debt at 4.65 percent and 1.01 preferred
25 stock at 4.18 percent?

1 MS. GRUBBS: I don't believe so, Your
2 Honor -- or Commissioner.

3 MR. HALL: You do not believe so?

4 MS. GRUBBS: I do not believe so. I think --
5 perhaps I could defer to Lisa Ferguson for Staff I
6 believe has it. But we also have the witness who can
7 address it. But --

8 MS. FERGUSON: As of the true-up cut off of
9 May 31 of '19, we included in our case 52.05 percent
10 equity, 1.01 percent preferred stock, 46.94 percent
11 long-term debt. The cost of long-term debt was
12 4.65 percent. Preferred stock cost was 4.18 percent.

13 JUDGE CLARK: Now, is that the same amounts
14 that were listed in the Sagel surrebuttal
15 52.045 percents?

16 MS. GRUBBS: Yeah, we believe so.

17 JUDGE CLARK: So when you say -- we say the
18 52 --

19 MS. FERGUSON: Our accounting schedule's
20 rounded.

21 JUDGE CLARK: Okay.

22 MS. FERGUSON: So, yes.

23 MR. HALL: So that begs the question, is
24 there anything else in the reconciliation that was
25 filed the same day as the First Unanimous Stipulation

1 that is no longer relevant or is everything else in
2 there accurate?

3 MS. GRUBBS: I'm not sure which document
4 you're referring to, Commissioner.

5 MR. HALL: Oh, you know what? I think I made
6 a mistake. I'm sorry. This is the first
7 reconciliation that was entered into my Dropbox on that
8 date. I apologize.

9 Okay. Going back to the text of the
10 stipulation and agreement. There is an ROE set for
11 ISRS purposes at 9.725. It's my understanding that the
12 Company intends to reinstitute an ISRS; is that
13 correct?

14 MS. GRUBBS: Yes, Commissioner.

15 MR. HALL: Is it necessary for the Commission
16 to specifically authorize the ISRS?

17 MS. GRUBBS: I'm going to defer to Wendy
18 Tatro.

19 MS. TATRO: Good afternoon. The statute and
20 regulations talk about using the ROE in the Company's
21 last rate case, so that's why we usually set it out in
22 these gas stipulations.

23 MR. HALL: Right. But my question is: The
24 Company intends to institute an ISRS; I'm wondering if
25 there needs to be a specific authorization from the

1 Commission to reinstitute the ISRS?

2 MS. TATRO: I don't know that it's required,
3 but we include it to make it easier so that we all know
4 ahead of time what we'll be using when we're
5 calculating the ISRS filings.

6 MR. HALL: I guess my question is a little
7 simpler.

8 MS. TATRO: Yeah, I'm missing your point.
9 I'm sorry.

10 MR. HALL: Well, and that is -- should --
11 should the Commission approve this stipulation? In the
12 approval, do we specifically need to authorize Ameren
13 to reinstitute the ISRS?

14 MS. TATRO: Sorry. I didn't understand your
15 question. No. We have ISRS tariffs that are still
16 alive -- they are -- just have a zero rate in them. So
17 I don't think that it's restarting other than once we
18 have collected the million or million and a half
19 dollars, whatever the minimum -- we'll have to file to
20 have that become implemented. But we have currently
21 active tariffs.

22 MR. HALL: And so what will the -- the
23 relevant time period be for the new ISRS? When will it
24 start?

25 MS. TATRO: My presumption is that it starts

1 after the true-up date in this case.

2 MR. HALL: And then that will just be set by
3 the tariffs that you submit that we approve?

4 MS. TATRO: Yeah.

5 MR. HALL: Then it will be. Okay.

6 Turning to the -- to -- to the property tax
7 trackers and in particular the -- the attorneys and
8 consultant fees. Those are dollar amounts that are not
9 currently included in the outside services in the
10 revenue requirement; is that correct?

11 MS. GRUBBS: That's correct.

12 MR. HALL: Okay. I just wanted to make sure
13 there wasn't any double-counting there.

14 Turning to weatherization, and I may ask the
15 Division of Energy some questions here as well. Why is
16 the Company taking over administration of the IEWAP
17 program?

18 MS. GRUBBS: Division of Energy has the
19 floor.

20 MR. WESTON: Good afternoon. To the extent
21 that I'm able to answer this question as, again, I'm
22 new to the case. My understanding is the -- the
23 benefit to ratepayers and the Company by having the
24 Company manage the program is it does not -- that
25 monies do not have the same Department of Energy

1 criteria for use on them. And so that they -- the
2 Company will be able to use those weatherization
3 dollars, when otherwise if they had come through the
4 Division of Energy's management, it would not have been
5 able to be used.

6 MR. HALL: For example?

7 MR. WESTON: I'm not going to be able to give
8 you specifics because I do not have a depth of
9 knowledge in this yet. But, for example, I think
10 multifamily dwellings potentially are -- are able to be
11 addressed that may not have been able to be addressed
12 before. That's the example that comes to mind.
13 They're items like that.

14 MS. SHEMWELL: Dr. Marke might be able to
15 answer your question if you would like?

16 MR. HALL: Sure.

17 DR. MARKE: The anecdotal example that I like
18 to give is under the DOE guidelines, if a house was
19 weatherized after 1994, it can't be weatherized again
20 within the time frame we're talking about. From our
21 perspective that's a long -- a lot can happen between
22 1994 and today. By freeing up these funds outside of
23 those DOE guidelines, the Company and the community
24 action agencies can better spend down that money and
25 hit those homes that would otherwise be passed over.

1 MR. HALL: The Red Tag Repair Program is not
2 a program that is currently in place; is that correct?

3 MS. GRUBBS: That's correct.

4 MR. HALL: But it was a program that the --
5 that the Company would have -- would have liked put in
6 place?

7 MS. GRUBBS: We had proposed it with our
8 direct case, yes.

9 MR. HALL: And who was opposed to that
10 program being approved by the Commission?

11 MS. GRUBBS: It was -- there were settlement
12 discussions about it, and this was an item that came
13 up.

14 MR. HALL: Yeah. I'm just -- I want to ask
15 whoever didn't like it, why they didn't like it. So
16 I'm trying to get some help as to who didn't like it?

17 MS. SHEMWELL: Public Counsel.

18 MR. HALL: Pardon me?

19 MS. SHEMWELL: Public Counsel.

20 MR. HALL: Okay. Can you --

21 DR. MARKE: Our general rationale on that
22 was -- was a funding allocation issue. We favored
23 giving the money to weatherization as a direct pass as
24 opposed to going through the Red-Tag Program. It
25 really -- it's an efficiency issue.

1 MR. HALL: What was Staff's position on the
2 Red-Tag Program?

3 MR. BERLIN: Staff's position was it was --
4 it was suitable. I think we had an issue with the
5 dollar amount.

6 MR. HALL: Because it's -- Spire has that
7 program in place, does it not?

8 MR. BERLIN: Yes.

9 MR. HALL: And it's been generally
10 successful. At least that was what -- what I gathered
11 from -- from the last rate case?

12 MR. BERLIN: That's correct.

13 MS. SHEMWELL: May we jump back in, please?

14 DR. MARKE: Commissioner, under the
15 initial -- the initial ask had allocated money away
16 from weatherization and from energy efficiency programs
17 into Red Tag. So that really was -- you had a pool of
18 money and how that money gets allocated -- we had just
19 preferred to do it through weatherization and through
20 energy efficiency.

21 MR. HALL: Can somebody explain to me what
22 Volume Indifference Reconciliation to Normal Rider is
23 and, in particular, I'm interested in knowing how that
24 compares to Spires Weather Normalization Adjustment
25 Rider?

1 MS. GRUBBS: The Company would offer Steven
2 Wills from our perspective to explain.

3 MR. WILLS: Thank you, Commissioner. So in
4 our direct case, we had proposed something more similar
5 to what Spire did, but in the context of the case, the
6 Staff developed a new proposal that's just kind of a
7 different way of tackling the same issue. And what it
8 does is it really -- it's kind of complicated, so I'll
9 try to -- try to explain it, but it is a little bit
10 complicated to go through.

11 What we try to do is identify in the
12 different rate classes that are subject to it, which is
13 just residential and general service, the range of
14 usage where most customers experience their weather and
15 conservation impacts. So we did an individual customer
16 billing analysis and found that, you know, the majority
17 of weather and conservation impacts happen in a certain
18 usage range for -- for most customers. Within that
19 range, there's what I -- what I refer to as kind of
20 partial decoupling. We're not decoupling all of our
21 revenues, but we're decoupling the revenues that occur
22 in that range that's most affected by weather and
23 conservation.

24 MR. HALL: So is that above 31 CCF?

25 MR. WILLS: For residential, yes.

1 MR. HALL: Okay.

2 MR. WILLS: And it's actually a -- there's a
3 floor and a cap for general service. And the
4 differentiation there is that our general service
5 customers are a lot less homogeneous than residential.
6 You have some pretty large customers that get in -- in
7 our general service class, and if we just said 100 CCF
8 and up, you would actually really be capturing some of
9 the usage that varies due to economic activity, you
10 know, customer expansion or -- or loss of customers,
11 things like that. So if we exceeded that 400, you
12 start to get to large customers that would have usage
13 fluctuations driven by factors that are potentially
14 very different from weather or conservation.

15 MR. HALL: So this is intended to capture
16 both efficiency and weather?

17 MR. WILLS: Yes. Because any -- really it
18 captures any -- any fluctuations that occurred in those
19 usage ranges. And, again, we tried to identify those
20 ranges that are really where the bulk of -- most of the
21 weather and conservation happens, and most of the
22 fluctuations are arising from weather and conservation
23 -- is how I would put it I think.

24 MR. HALL: My memory of the -- of the various
25 parties' positions in the Spire case was that Staff at

1 least only wanted weather to be essentially decoupled.
2 So what we're doing here are weather and efficiency?

3 MR. BERLIN: We can bring Robin Kliethermes
4 up who is one of the developers of this, but it does --
5 the DCA or the VIRN does capture conservation efforts
6 and energy efficiency more so than does the WNAR.

7 MR. HALL: And why do we want to cover
8 efficiency? Let Ms. Kliethermes capture that.

9 MS. KLIETHERMES: Okay. So the statute as
10 we've already discussed is for weather and
11 conservation. In coming up with what is conservation
12 and how to measure changes in conservation and to
13 quantify changes in conservation it is very difficult
14 and almost next to impossible to separately quantify
15 each of those. What are changes in usage due to
16 weather? What are changes in usage due to
17 conservation? However, the statute does have weather
18 and conservation. The VIRN is the best way that we've
19 come up to best isolate changes in weather and
20 conservation for these rate classes.

21 MR. HALL: And so how does it -- how does it
22 differ from -- from Spire's Weather Normalization
23 Adjustment Rider?

24 MS. KLIETHERMES: Okay. So Spire's WNAR
25 specifically looks at changes in heating degree days.

1 And what we have set out in that tariff is a
2 coefficient that says, If you have five degree day
3 changes -- multiply that times the coefficient and
4 that's going to give you -- times the number of
5 customers -- will give you how much usage should have
6 been or shouldn't have been due to that change in
7 heating degrees days. What we do with the VIRN is we
8 are -- based on the stipulation agreement, we have a
9 level of usage that we've agreed to that is in -- that
10 has occurred over 31 -- 30 CCFs for residential.
11 Twelve months from now, we'll say what was billed in
12 that rate block for those twelve months and compare it
13 to that 44 million set out in the stipulation
14 agreement. Those changes will then be applied by the
15 rate, and that is the adjustment. There is no separate
16 look at heating degree days. There is no separate
17 quantification of conservation.

18 MR. HALL: Is there something different
19 between Spire and Ameren that would suggest that a
20 different program is appropriate?

21 MS. KLIETHERMES: Are you asking why we
22 didn't do this for Spire in the Spire case?

23 MR. HALL: I'm essentially suggesting that
24 consistency when possible is -- is preferred.

25 MS. KLIETHERMES: Yes.

1 MR. HALL: And, so, if we're going to be
2 inconsistent, I would like to -- it to be transparent
3 as to why.

4 MS. KLIETHERMES: So we hope to not be
5 inconsistent. If this was something that we could have
6 thought about at the time of the Spire case -- this
7 will definitely be something that if or when Spire
8 files their next rate case -- if they come forward with
9 an adjustment similar to this, I think Staff would --
10 this would be something that I would generally review
11 and probably recommend that we do for Spire as well.

12 MR. HALL: I would -- at least based on the
13 way it's described, it sounds to me like it's
14 preferable from the Company's perspective to the -- to
15 the Weather Normalization Adjustment Rider. Would the
16 Company agree with that?

17 MS. KLIETHERMES: I don't -- I'm going to let
18 Steve --

19 MR. WILLS: I genuinely think that we can get
20 reasonably close to the same result with either one.
21 Maybe on the margin, it could be, but I don't think
22 it's materially more or less preferable. I mean, I
23 think either one is relatively effective at
24 accomplishing what our goal is.

25 MR. HALL: And OPC is fine with either?

1 DR. MARKE: I mean, I think would agree with
2 Ms. Kleithermes. It's an evolving issue. We're
3 learning. We're getting better at it. So I think this
4 is a step in the right direction.

5 MR. HALL: Okay. Moving onto a different
6 topic. The billing changes -- could someone explain to
7 me what the -- what the additional detailed information
8 will be?

9 DR. MARKE: It would be more in line with
10 what was agreed to in the last Ameren electric case.
11 Right now, current Ameren gas customers don't have a
12 customer charge that's actually spelled out. It's just
13 embedded in the overall bill amount. So we're hoping
14 with the agreement here that we're consistent with the
15 Commission rules moving forward. Not just the customer
16 charge but also the volumetric breakdown.

17 Oh, yes. And there was also additional ask
18 in -- in agreement with more transparent billing on the
19 website itself. That's I think some of the examples of
20 reference to what was going on in Ameren Illinois as a
21 templet for the Company to strive for.

22 MR. HALL: So is that -- will that also
23 involve a comparison of usage; the prior year; the
24 prior month? Is that information that will now be
25 included?

1 MR. WILLS: I believe that already is. I'm
2 sorry. I believe that already is included in today's
3 bills and that's not a change per se arising from the
4 stipulation.

5 MR. HALL: Right.

6 DR. MARKE: That's agreed.

7 MR. HALL: So what -- so other than
8 separately itemizing the customer charge, what else
9 is -- what else are customers going to get?

10 MS. KLIETHERMES: So there should be a
11 separation. Right now there's just a delivery charge
12 revenue or charge amount. We want that separated
13 between customer charge, non-gas volumetric charge, PGA
14 volumetric charge, ISRS charge. So they'll be able to
15 see the rates per the volumetric instead of just a lump
16 sum amount.

17 MR. HALL: Okay. Anything else? I mean,
18 that's great. I applaud that. I was just wondering is
19 there anything else on top of that?

20 MR. WILLS: And there may be additional
21 detail on the website --

22 DR. MARKE: On the website.

23 MR. WILLS: As Dr. Marke alluded to. But I
24 think we pretty much hit on all of the elements that --
25 that are addressed by it.

1 MR. HALL: Okay. Concerning the -- the
2 filing of the next -- of the next rate case. Once an
3 ISRS goes into effect, the next gas rate case is within
4 four years or three years?

5 MS. GRUBBS: I believe it's 3.

6 MR. HALL: Three years. And my understanding
7 of this provision is that -- is -- that it's not
8 necessarily designed to speed up our slow down the next
9 rate case. It's just to make sure that it's filed at
10 the same time of the elector and that's for cost
11 allocation purposes?

12 MR. BERLIN: That's one reason.

13 MR. HALL: What are the other reasons?

14 MR. BERLIN: It allows the auditors to
15 address matters such as software allocations, the
16 property tax refund amounts, sale of facilities and
17 effects of cost of improvement initiatives, as well as
18 the additional effects of the TCGA and effects of the
19 plan reduction and the state corporate income tax rate.

20 MR. HALL: That makes sense. Concerning the
21 residential rate design and going forward under the
22 stipulation it would be a -- it would be a -- a flat
23 volumetric charge. What is it right now?

24 MS. GRUBBS: Mr. Wills is approaching this --

25 MR. WILLS: Today we have a very steep

1 declining block rate, and it's offset by an inclining
2 block in the PGA, so it was actually, an old solution
3 to try and address the weather and conservation issue.
4 I think what we've done with the -- the VIRN or DCA
5 Rider is -- is obviate the need for the old rate
6 design. Right now for our residential customers, the
7 first 30 CCF are at 79-1/2 cents, and over 30 is at
8 zero. There's an offsetting inclining block in the PGA
9 so that the total rate customers see is flat. That was
10 a solution back, you know, 15 years ago or so that was
11 implemented to try and stabilize the delivery revenues.
12 The VIRN provides a cleaner and easier weight to do
13 that. And so we would flatten both the PGA rate and
14 the base delivery charge rate so that instead of
15 79 cents to zero delivery charge, you now would just
16 have a flat 30, 31 cents, wherever the calculation is
17 going to fall out from this case.

18 MR. HALL: And, then, perhaps my last -- my
19 next question is the consolidation of the PGA. I'm
20 wondering the extent to which that was related to the
21 MO gas rate case settlement.

22 MR. WILLS: I mean, we proposed it prior
23 to -- to the settlement, but the settlement I think
24 does also, you know, mitigate the impact of that.
25 Because, the settlement, in addition to setting what

1 rates are going to be charged by -- by the pipeline,
2 are also providing our folks with some increased
3 operational and delivery flexibility. That's going to
4 kind of allow us to -- and I'm not in the gas supply so
5 I can't -- probably can't speak to it exactly, but some
6 of the differential between charges to the Rolla area
7 versus the other area are going to be mitigated by the
8 settlement. So the rates -- the rates, in effect for
9 those that we're paying to the pipeline companies are
10 going to be coming in closer together. But in addition
11 to that, we just felt like -- you know, the Rolla area
12 was really impacted by that higher rate, and there was
13 a small bill impact to alleviate, you know, significant
14 charge today to those Rolla customers. So I think even
15 absent the settlement we were proposing to make that
16 consolidation.

17 MS. GRUBBS: And if I may, Commissioner, just
18 to clarify procedurally. My understanding is that FERC
19 the settlement our stipulations have been submitted,
20 but they have not been acted upon by FERC -- just to
21 clarify.

22 MR. HALL: Thank you. And then a general
23 question about the million-dollar revenue requirement
24 decrease. What is -- what is driving that decrease?
25 Is it tax cut?

1 MS. GRUBBS: Laura Moore from the Company can
2 speak to that I believe as well.

3 MS. FERGUSON: I'm Lisa Ferguson with the
4 Staff. A lot of this reduction is due to number one,
5 return capital structure difference. That's actually
6 going up just a little bit. We have some plant
7 reserve --

8 MR. HALL: Okay. Let me -- so a change in
9 the capital structure?

10 MS. FERGUSON: Well, the capital structure's
11 actually going up a little bit, so it's just a little
12 bit of an offset.

13 MR. HALL: By up, you mean more debt?

14 MS. FERGUSON: No, no, no, no. More equity.
15 So it's actually helping the Company, but what's
16 bringing it down is the return piece of it.

17 MR. HALL: So the return compared to the last
18 case --

19 MS. FERGUSON: Because -- yes.

20 MR. HALL: Okay. So it's a -- it's a lower
21 return --

22 MS. FERGUSON: Do you have more?

23 MS. MOORE: Yes.

24 MR. HALL: -- and a higher equity?

25 MS. FERGUSON: Yes.

1 MR. HALL: But the two together is resulting
2 in a revenue requirement decrease?

3 MS. FERGUSON: Because the return is reducing
4 it more, yes.

5 MS. MOORE: Yeah. But the return was a black
6 box also from the last case also. So we don't have an
7 actual return. It wasn't stated in the black-box
8 settlement last time.

9 MR. HALL: So the -- so the -- you can't --
10 you can't point to a specific cost that is increasing
11 or decreasing that -- that netted out would explain the
12 revenue requirement decrease?

13 MS. FERGUSON: I can tell you some major
14 items.

15 MS. MOORE: Yeah, I mean it was back in 20--
16 those rates went into effect back in 2011, so don't
17 have -- I don't have that right in front of me but.

18 MS. FERGUSON: While the investment is
19 increasing there were several items that were bringing
20 it down like pension and OPEB expense --

21 MS. MOORE: Yeah.

22 MS. FERGUSON: -- that was a large
23 decrease --

24 MS. MOORE: That's correct.

25 MS. FERGUSON: -- because now it's flipping

1 the other way. It used to be an increase; now it's
2 going the other direction. And since we track it, you
3 know, we're -- we're picking up those increases and
4 decreased in rates, but it just so happens that during
5 this time period that was worth almost 700,000.

6 MS. MOORE: Yeah, the base of it.

7 MS. FERGUSON: Let's see. I've got some
8 accumulated deferred income tax that coming down by
9 about 600,000. Let's see.

10 MS. MOORE: And taxes.

11 MS. FERGUSON: Yep. The actual tax rate.

12 MS. MOORE: Uh-huh.

13 MS. FERGUSON: It's really a bunch of --

14 MS. MOORE: Those are the big items.

15 MS. FERGUSON: -- things. Yeah. Those are
16 the drivers.

17 MR. HALL: Those are the big three?

18 MS. FERGUSON: Yes.

19 MR. HALL: So those are the three big
20 decreases. Are there any significant increases?

21 MS. MOORE: Yeah. Property taxes have gone
22 up since 2011. Rate base has gone up since 2011.
23 There's some other O and M. I don't know that I can
24 point to that specifically.

25 MS. FERGUSON: Yeah. I was going to say I

1 can't really either just based off this list.

2 MR. HALL: Okay. And, then, a couple of
3 question-related to the stipulation with the school
4 board, but perhaps, maybe -- maybe.

5 JUDGE CLARK: I will do it however you like.
6 If you would like to get your questions out of the way
7 first, you go ahead and then I can come in and ask the
8 other Commission questions that were given to me.

9 MR. HALL: Okay. Well, perhaps, an overview
10 of the -- of the settlement might be of some value and
11 then maybe I can -- maybe I -- that will eliminate the
12 need for some of my questions.

13 JUDGE CLARK: And I might ask one question
14 here that might -- I guess -- from the MSBA's
15 perspective, how is this good for you?

16 MR. BROWNLEE: Well, first of all,
17 historically, it's really important to go back to 2002
18 and realize that the whole school board school
19 transportation program was established then in the
20 statute and it was an experimental tariff. And to my
21 knowledge, which I've been around here quite a while, I
22 didn't follow the individual cases that much -- I don't
23 think there's any other particular statutory group of
24 customers that has the kind of treatment. So we're
25 looking at a system that has been an experiment now for

1 17 years. And our desire -- and I say "our," the
2 school board system not just in this case, but in all
3 the others -- we had because of our limited resources
4 -- because we felt as you pointed out that consistency,
5 while said is the hobgoblin of similar minds, we
6 thought it would be really significant that the
7 utilities treated the school transportation program the
8 same way. That's why I initially have been in
9 negotiations with the Company, with Spire, with others
10 outside of the purview of any Commission case up until
11 we were in the Spire case and we settled that in a
12 nonunanimous stip, and then this is the second one.

13 The advantage is, of course, we're starting a
14 pilot program. But it will -- it will give
15 consistency. It will probably -- oh, I think bring the
16 school transportation program up into the current time.
17 Having an experiment go on for 17 years is probably
18 some sort of a utility-type record and I just know that
19 there's -- and I'm -- I'm not a technical expert, but I
20 do know that there's things today that are just
21 different than they were 17 years ago in terms of the
22 transportation, gas availability, metering, monitoring,
23 weather's predictions, those kinds of things. And for
24 me to say, Well, here's what the four advantages are --
25 the stipulation is really pretty direct in terms of the

1 issues that we intend to deal with in the tariff, which
2 is by the way being worked on with the agreement of
3 Staff and the Company and the experts we have including
4 the gas supply people as well as a gentleman named
5 Louie Ervin who's testified many times here and he's
6 done this same program in many other states.

7 So we've really got a good team working on
8 it, and I'm hopeful that in a year when we report back,
9 Commissioner, I or probably someone with more knowledge
10 would be able to say here's where we're right now and
11 here's some advantages and here's things we found. And
12 I don't mean to be vague about it but I just --
13 we're -- we haven't even started the program, and you
14 heard this morning that I don't think we can
15 effectively put those tariffs into effect until
16 November 1. So we're still in a planning stage just to
17 get this pilot going.

18 But we -- I will tell you in all the years
19 I've represented the schools and been involved here, I
20 think this -- I don't think we would have ever produced
21 this quality of a result in terms of a pilot had we
22 gone forward with this case and the traditional
23 testimony. I think the pilot solution is clearly the
24 best we could have ever expected and better. Maybe in
25 a year or so I'll regret having said that outloud, but

1 that's what I feel about it. And we -- we feel about
2 it.

3 MR. HALL: So in a nutshell, is the -- the
4 plan for Staff and the Company to help MSBA with the
5 nomination process? I mean, isn't that in essence what
6 we're --

7 MR. BROWNLEE: Mike Parnell -- Mike might
8 be -- or -- or the Company. I'm the least likely
9 person to answer that accurately, so --

10 MR. PARNELL: Okay. I'll kind of go back a
11 little bit to what your question was and then come back
12 to the -- the process item.

13 One of the things that we would like to have
14 is that consistency that Richard mentioned, and part of
15 that includes getting the components of the various
16 tariffs for the utility that are specific to the school
17 transportation programs and ESE as a separate component
18 of that so that it helps in terms of the monitoring and
19 management and when things are addressed in tariff
20 filings and stuff.

21 And, then, on the other is trying to address,
22 you know, whether it be the -- call it the balancing
23 cost, cash-out procedures, et cetera. We'd like to get
24 to a point where we have -- I know what they can't be
25 and we understand they aren't going to be exactly the

1 same amongst all the utilities, but we'd like to get
2 some kind of consistency in that, and then also have
3 some comfort and knowledge that what's being used in
4 determining the cost and how that is set is based on
5 actual data. And that is what's driving -- having the
6 pilot program so that we can get -- I think the term
7 was used earlier -- referenced effective or efficient.
8 I tend to think of it as, you know, being more accurate
9 in making sure that it's -- it's fair for the Company
10 and fair for the program as well. And so that's kind
11 of what we're -- we're looking at trying to get through
12 this pilot program. And we think, you know, from our
13 perspective right now with all of us working together
14 we are going to be able to achieve that.

15 And remind me, again, what the last item was
16 you just asked about. I just went blank on it.

17 MR. HALL: Well, it would appear from looking
18 at this that -- well, first of all, let me ask this:
19 Why do you call it a pilot?

20 MR. PARNELL: Because this -- what we're
21 proposing is a pilot. It's set to go through the
22 effective period of the next rate case -- begins --
23 would begin November 1st, and, then, would stop when --
24 we're anticipating that could be through two winter
25 periods. So it will give us a reasonable amount of

1 time to determine the accuracy of the processes that
2 are being used.

3 MR. HALL: But it would be in place until the
4 next rate case?

5 MR. PARNELL: Right. Until those rates are
6 set the way I understand it; is that correct?

7 MS. TATRO: Yeah, through effective dates of
8 rates in the next gas rate case. So it's for a limited
9 time period. We're --

10 MR. HALL: As are any rates that are set in
11 any rate case?

12 MS. TATRO: True. True. We've agreed to --
13 that we're working with Staff and MSBA to figure out
14 what information we need to track. We have these same
15 arguments every rate case. The idea is let's gather
16 some information and figure out what's right and not
17 have to have this argument every case. That's --

18 MR. PARNELL: Right.

19 MS. TATRO: -- the benefit from my point of
20 view.

21 MR. HALL: Okay. And I'm just trying to
22 under-- I'm trying to -- I'm trying to understand the
23 use of the pilot -- of the term pilot. Because I was
24 wondering if it meant that you were only -- this
25 program was only in place for some schools, and it's

1 not?

2 MS. TATRO: No that is correct. It's for the
3 MSBA schools, but the schools that aren't part of that
4 association that also have our tariff will stay on the
5 old version so we'll have something to compare.

6 MR. PARNELL: Right.

7 MR. HALL: But part of the agreement is also
8 that the Company and Staff will assist with the
9 nomination process. Right?

10 MR. PARNELL: Right.

11 MS. TATRO: Well, I think it's --

12 MR. PARNELL: Not necessarily the nomination
13 process. We're going to be working together, all three
14 of us, in terms of the data that goes into that, the
15 analysis, et cetera. The nomination process -- our
16 partner that does the nominations for us uses a -- I
17 think it's a weather -- the weather normalization
18 weather days process to make their nominations, but
19 they're going to work with Ameren, and that process has
20 actually already started I believe in order to increase
21 the accuracy of the nominations.

22 MS. TATRO: So just -- just to be clear we're
23 not taking responsibility for their nominations. They
24 will still have responsibility for nominating --

25 MR. PARNELL: Right.

1 MS. TATRO: -- but after -- I can't remember
2 what the date is, but after the winter is over we'll
3 sit down and have conversations and say here's where we
4 see you were off and see if there's a way to improve
5 the process because it's in everyone's interest that
6 those nominations be as accurate as possible.

7 MR. PARNELL: Right.

8 MR. HALL: Explain that to me. That's my
9 understanding as well, but explain to me why it is in
10 everyone's interest that the nominations be as accurate
11 as possible?

12 MS. TATRO: Well, if there's over-nominations
13 and there's more gas in the system that gets used --
14 Ameren Missouri doesn't own its own storage and if we
15 have to put it in storage or we have to sell it, you
16 know, put it in storage, then we incur cost. So
17 customers bear that cost. If we have to purchase more
18 gas because they under nominated, that can also be
19 another cost. So that's part of the information we'll
20 be tracking on this.

21 MR. HALL: But there -- but there are
22 penalties that are supposed to cover those costs?

23 MS. TATRO: Right. That's what we're
24 tracking to make sure.

25 MR. HALL: And --

1 MS. TATRO: Because previously we had some
2 higher penalties in there. They thought those
3 penalties were too high, so we adjusted a few of them,
4 but that's exactly the issue we're -- one of the
5 issues, but for our point of view, one of the really
6 important issues that we hope to figure out through
7 this pilot.

8 MR. PARNELL: If I could add to that I think
9 we -- a lot of things that I work with at MSBA -- I
10 like to use that philosophy -- that thinking of win,
11 win. We see this as an opportunity to create that win,
12 win. And, actually, you can add a third win in there
13 because, one, it can reduce the cost for the utility,
14 any storage issues and that. It can reduce the cost
15 for the MSBA consortium in case of any penalties and if
16 we can minimize those. And, then, every -- anything we
17 can do to improve the efficiency of the program is also
18 going to be a win for the school participants.

19 MR. BROWNLEE: One other thing I could
20 mention -- the word "pilot" -- actually in 2002, the
21 legislature in the statute said a set of experimental
22 tariffs. We could have probably used the word
23 experimental instead of pilot. I don't -- I mean,
24 there wasn't any magic to that. But that's how unusual
25 the statute was back then that they, the legislature,

1 denominated it as -- as an experimental tariff. It's
2 been experimental, as I said for 17 years, but that's
3 so it -- so if that gives you any solace in terms of
4 the word.

5 MR. HALL: No, I -- I -- the word was just
6 confusing to me but I -- I understand now.

7 MR. BROWNLEE: There was no secret intent.

8 MR. HALL: Public Counsel, is -- is
9 comfortable with this program?

10 DR. MARKE: Yes, yes, we are. Sorry.

11 MR. BROWNLEE: One thing I think is important
12 in looking at this -- it's important to go back and
13 look at the statute from '02 because it said -- we're
14 still under those guidelines, the cost neutrality and
15 all of that. That's really important. I mean, this
16 experimental or pilot still operates under -- we
17 haven't gotten rid of that statute. And that's the --
18 that's the overriding guideline that we all have to
19 operate under, and if there's real important technical
20 requirements and financial requirements in there -- and
21 I think that's what brings the parties together and
22 working. This is as much as anything I think a
23 technical -- try a technical solution to a problem.
24 The balancing and the weather -- this stuff is -- it's
25 very difficult. You could have an extremely cold

1 winter period thinking that it would throw off the gas
2 usage and nominations and instead of the schools
3 heating to make up for the cold winter, they shut down.
4 So what happens is if it's extremely cold, all of a
5 sudden the usage instead of peaking, that you might
6 expect for an apartment complex or something like that,
7 the usage goes exactly the other way. And it's -- it's
8 those kinds of problems that the schools have that
9 really make this a unique and difficult -- it's easy to
10 talk about but getting the numbers right, it's hard to
11 do. And that's what we hope comes out of this pilot
12 program is some solutions that give us better numbers
13 and utilize more modernization in terms of
14 weatherization and protections and things like that.

15 MR. HALL: Thank you. I think I have maybe
16 one more line of questioning and that has -- I need to
17 return to something I was asking Counsel about at the
18 beginning of my inquiry and that -- this -- this
19 reconciliation that I'm looking at that was served by
20 Staff on July 19, 2019, which is the same day that the
21 Nonunanimous Stipulation was -- well four days earlier
22 actually -- so I don't know if that is significant --
23 if it -- if it -- if it -- but I'm trying to figure out
24 what this is. Are you --

25 MS. DIETRICH: Commissioner Hall, we're not

1 sure what you're looking at, but there was no
2 reconciliation filed associated with the stipulations
3 and agreements because it was a black -- black-box
4 settlement so there was nothing to reconcile.

5 MR. HALL: Well, I'll show you what -- it
6 says, Final reconciliation comes now, Staff of the
7 Missouri Public Service Commission now by and through
8 Counsel hereby files the attached reconciliation.

9 MS. TATRO: That would have been the
10 reconciliation prior to the settlement. Right? That
11 was --

12 MR. BERLIN: That was before settlement.

13 JUDGE CLARK: Am I correct in that was part
14 of the procedural schedule --

15 MS. TATRO: Correct.

16 JUDGE CLARK: -- that had to be filed by a
17 certain date.

18 MR. HALL: Okay. And so -- so it -- and it
19 has joint position signatories, Staff, Ameren, The
20 Division of Energy, Renew Missouri, and National
21 Housing Trust. So this -- this capital structure here
22 is just based on a different date or was that subject
23 to negotiation or? And it's also got -- got an ROE
24 with no decoupling and then partial decoupling.

25 MS. FERGUSON: Oh, that would have been OPC's

1 position in the reconciliation.

2 MS. DIETRICH: That should just be
3 demonstrating the various parties position at that
4 point in time in preparation for a hearing.

5 MR. HALL: Okay.

6 MS. FERGUSON: And just to clarify, the first
7 column would have been the difference between Staff and
8 Company, and the second would have been OPC and
9 Company, but I think at that point it might have just
10 been OPC.

11 DR. MARKE: It was just -- yeah.

12 MS. FERGUSON: Yeah. Because we had a
13 nonunanimous agreement at that point.

14 MS. SHEMWELL: And we did not.

15 MR. HALL: So, then, the return on equity, no
16 decoupling 9.53, partial decoupling 9.33. That is
17 who's position?

18 MS. FERGUSON: That's OPC's position.

19 DR. MARKE: OPC's.

20 MS. FERGUSON: They had a different view on
21 return on equity depending on if there was decoupling
22 involved versus no decoupling.

23 MR. HALL: And so OPC's position on capital
24 structure which is pretty close to the Company's -- or,
25 well, I put words in your mouth. Do you view that

1 capital structure and the one that was described
2 earlier as so close it doesn't really matter?

3 MS. SHEMWELL: We do think that decoupling
4 should be the reduction in risk from --

5 MR. HALL: Yeah.

6 MS. SHEMWELL: -- decoupling should be
7 reflected.

8 MR. HALL: Yeah. I'm just -- I'm -- the
9 capital structure of 50 percent equity, 48.99 debt, and
10 1.01 preferred stock, those numbers are pretty dang
11 close to the Company's capital structure, but they are
12 little different. And I'm wondering --

13 DR. MARKE: Yes, they are.

14 MR. HALL: -- why?

15 DR. MARKE: Wondering why they are or why we
16 settled?

17 MR. HALL: Why are they different?

18 DR. MARKE: Right.

19 MS. SHEMWELL: It was the preferred stock.
20 Accounting for the preferred stock I believe was the
21 difference. Staff accounted for that at what,
22 1 percent or something?

23 MS. FERGUSON: It was 1.01 percent, yes. And
24 that we -- we sided with using actually Renew Missouri.
25 That was their purposed ROE and capital structure based

1 on whether it was decoupled or no decoupling.

2 MR. HALL: Okay. So it wasn't an issue of
3 whether you used the parent or -- or -- or the -- or
4 the subsidiary. It was really an issue of what to do
5 with preferred stock.

6 MS. FERGUSON: That's correct.

7 MR. HALL: Okay. All right. I have no
8 further questions. Thank you.

9 JUDGE CLARK: I want to step back to Ameren
10 for a second. Obviously, if another party's witness
11 wants to answer the question, please do so.

12 Now, going on the assumption that Ameren's --
13 originally, what they wanted in regard to an increase
14 to the customer charge to coincide with the use of a
15 flat rate design -- the assumption was that -- that
16 would be to push dollars towards the cost of service.
17 I guess the question for Ameren at this point is: Why
18 does the stipulation maintain a current residential
19 customer charge and yet still use the flat design for
20 the DCA Rider?

21 MS. TATRO: That was the outcome we could get
22 in the negotiation. I mean, we'd probably still like
23 to raise our customer charge, but in order to get other
24 signatories to sign that was a negotiated issue.

25 JUDGE CLARK: And for clarification in regard

1 to the customer charge -- and I understand that. That
2 doesn't really give me a why other than that's what it
3 was.

4 In regard to the proposed changes are all the
5 customer charges staying the same or is this just
6 residential customer charges?

7 MS. TATRO: The non-residential charges are
8 being addressed -- are being adjusted by the same
9 percentage.

10 JUDGE CLARK: Okay. So those customer
11 charges are not remaining as -- because that -- I
12 believe in regard to residential customers it says that
13 they -- that the customer charge is remaining as it
14 was, so I guess are the other customer charges
15 remaining as they were or is there some change that's
16 occurring?

17 MR. WILLS: No. All the other -- unless it's
18 explicitly stated in there, what's going to happen with
19 the charge -- they're all -- every other charge type is
20 being adjusted by the same percentage. So if you look
21 at a general service or a transportation customer
22 charge, they're going to go down by the -- I think it's
23 1.34 percent.

24 MS. TATRO: Judge Clark, can I clarify? I
25 want to make sure we're not talking about different

1 things. Are we talking about the customer charge or
2 the volumetric rate?

3 JUDGE CLARK: I'm talking about the -- I'm
4 talking about the customer charge.

5 MS. TATRO: Okay. Thank you.

6 MR. WILLS: Right. So unless we basically --
7 you know, where we were going to make -- do something
8 different for any charge type, we spelled it out in the
9 stipulation, so it's not listed. It's going down
10 probably in most cases approximately at 1.34 percent.
11 The one exception is where we talked about how the
12 interruptible class and standard transport class were
13 going to have a revenue shift between them. But
14 everything else -- every -- for general service, for
15 large volume transportation, everything is -- every
16 charge is being adjusted by that -- down by
17 1.34 percent.

18 JUDGE CLARK: Okay. Thank you. My next
19 question for Ameren concerned the MSBA agreement. And
20 that is -- one of it is just a clarification. I just
21 want to clarify that a negative imbalance means that
22 the schools use more gas than nominated and a positive
23 imbalance means that the schools use less gas; is that
24 correct?

25 MS. TATRO: Yes.

1 JUDGE CLARK: Now, in Paragraph 4, C2 of the
2 stipulation, it indicates that there will be a tariff
3 change that could be required. What's the current
4 tariff language and how will that language need to be
5 changed?

6 MS. TATRO: I did not bring the existing
7 tariff with me. I believe it had a slightly larger
8 charge for that. Do you all know what that was?

9 Okay. Let me get to sheet 15. C2. Correct?

10 JUDGE CLARK: Yes.

11 MS. TATRO: So currently negative imbalances
12 greater than 5 percent of nominations are billed at
13 110 percent of the monthly average of daily midpoint
14 index commodity prices and a transportation charge of
15 0.150 percent per CCF does not apply.

16 JUDGE CLARK: And that's the original?

17 MS. TATRO: Yes.

18 JUDGE CLARK: And what's it changing to? Or
19 what could it change to?

20 MS. TATRO: It changes to the second sentence
21 in C2.

22 JUDGE CLARK: Okay. Thank you. And is the
23 cash-out charge added to or is the cash-out price
24 subtracted from the school invoice issued by Ameren?

25 MS. TATRO: Yeah, it depends on if it's over

1 or under. It could be either. If we had to purchase
2 gas on their behalf, then it's an added charge to them.
3 If they nominated more than they used, then it's the
4 other direction.

5 JUDGE CLARK: Okay. Can you explain that
6 process to me briefly?

7 MS. TATRO: Wow. I probably just explained
8 the amount of my knowledge. They nominate their gas,
9 how much they think they'll use each day, and then, of
10 course, they're going to use a different amount, it is
11 either going to be higher or lower. We have to -- you
12 know, that gas ends up being provided, so if they use
13 more than they nominated they somehow have to pay for
14 that, and if they didn't use as much as they nominated,
15 then it gets sold, or something else gets done with it,
16 and subject to the charges of the cost that it actually
17 incurred they would get a credit back.

18 JUDGE CLARK: Okay.

19 MS. TATRO: Very high level and if you know a
20 lot more than gas, you probably know more than that,
21 but high level.

22 JUDGE CLARK: I do not.

23 MR. BROWNLEE: And also from the original '02
24 statutes, they're not individually metered, which adds
25 another complexity onto that. So it's a -- you -- you

1 can see the -- it really is. It's a -- it's a
2 difficult issue, and it's just -- I always said it
3 works about 95 percent of the time because the parties
4 all wanted it to work. I hate to say that, but it's
5 really true. We're trying to move to a more analytical
6 analysis of that whole program if that's fair to say?

7 JUDGE CLARK: Now, I guess this -- this next
8 part is what is the current forecasting process for the
9 schools' aggregator and how does the proposed process
10 differ?

11 MS. TATRO: I'll leave that to you.

12 MR. PARNELL: To be honest with you that is a
13 technical question. I don't have the full expertise
14 to -- to explain. I know that the process was revised
15 about a year and a half, maybe two years ago to move
16 towards I think more of the -- of a cold-weather
17 weather days and trying to use historical data to be
18 able to forecast the potential use, et cetera. And I
19 think it's just a matter of refining that process, but
20 communicating with Ameren and what they are using to
21 make sure we get a method that is the most accurate.

22 JUDGE CLARK: In regard to that, what do
23 you -- I mean, you obviously set down, and you said
24 this is good for us in some way. What did you see
25 being added to this forecasting process? What did you

1 see that you thought was going to be assistive?

2 MR. PARNELL: I don't get directly involved
3 in that so, again, that's beyond my level of expertise
4 and knowledge.

5 MS. TATRO: Your Honor, I'm not sure the
6 nomination process changes right now. They use -- they
7 have a company that does the nominations for them.
8 Right? You have a marketer who's doing that for you.
9 What's going to happen is at the end of the winter
10 we're going to look back and what happened. See if
11 there's any kind of patterns of when it was amiss, and
12 if there's changes that could be suggested to improve
13 the process. And in my opinion that's -- it will work.

14 JUDGE CLARK: Okay. So kind of things are
15 going to roll forward as they were right now in regard
16 to the nomination process. And then you'll be looking
17 to see if tweaks could be made. It's not that
18 additional infor-- Ameren's going to be applying --
19 supplying additional information that might help them
20 better forecast at this point?

21 MS. TATRO: Right. The information that
22 we're collecting that it talks about in here is more to
23 do with do we have the appropriate -- I think
24 Ms. Grubbs called it rail guards or guardrails. The
25 appropriate charges when they're over and under -- is

1 it actually picking up the right cost.

2 JUDGE CLARK: Now is -- I'm not sure about
3 this question. And is this -- is the current
4 information, forecasting information available through
5 Ameren's online supplier choice portal?

6 MS. TATRO: Not for this.

7 JUDGE CLARK: And what information does this
8 supplier choice portal provide for transportation
9 customers? I mean, obviously, that may have been
10 answered in the previous question but --

11 MS. TATRO: Yeah. This is beyond my
12 knowledge. I apologize. Do you know?

13 MR. WILLS: I know one type.

14 MS. TATRO: Okay.

15 MR. WILLS: I don't -- I don't know a full
16 scope of everything it provides, but I know in
17 discussing these provisions with some of our gas supply
18 folks, one of the things it provides is more closer to
19 realtime access to their recent historical usage so
20 that they, you know, should be able to track closer to
21 realtime how accurately their forecasting and make
22 adjustments. I think that's one item that it has.
23 There may be much more but I -- that's as much as I can
24 probably speak to.

25 JUDGE CLARK: Okay. Thank you. Paragraph 5C

1 states that the plan and report will be filed in EFIS
2 in this case. And in Paragraph 5A states that Ameren
3 will submit to Staff a plan of information it intends
4 to track. Is it this plan and report that summarizes
5 the information tracked through March 31st of 2020
6 that's going to be filed in EFIS?

7 MS. TATRO: Yes.

8 JUDGE CLARK: Now, the Paragraph 5 also
9 indicates that the signatories will determine what
10 information is to be tracked by Ameren during the pilot
11 period. This seems to indicate that there will be
12 discussions among the signatories after Ameren submits
13 its plan for information it needs to track. Explain
14 how that will works and -- and what the extent of the
15 plan is that will be filed in EFIS?

16 MS. TATRO: So we have 30 days from effective
17 date of rates, so if they become effective
18 September 1st, we'll have the month of September to put
19 it together. We will start with information that we
20 can already track through the system. We will probably
21 talk with Staff. We'll think about what other
22 information might need to be tracked. Right? You want
23 to know that ahead of time, so you're not going --
24 looking backward trying to re-create information. To
25 figure out what information we need to determine

1 whether or not the costs are appropriate and they're
2 recovering -- the charges are recovering the cost. Oh,
3 yeah. Then we'll file that. I mean, we have to submit
4 that. And then in April, we file the results of all of
5 that information. You know, what we tracked.

6 JUDGE CLARK: Okay. And how's the
7 information that's going to be tracked going to be made
8 available to the MSBA?

9 MS. TATRO: We will be sharing -- well, we
10 have to submit it by April 30th of next year.

11 JUDGE CLARK: Okay. So when it's submitted
12 to Staff?

13 MS. TATRO: Yeah.

14 JUDGE CLARK: Okay. Why isn't MSBA doing its
15 own tracking?

16 MS. TATRO: Well, I don't know if they have
17 all the information that we have. I mean, they know
18 what their nominations were, but they don't know what
19 charges we may or may not incur. What they know is
20 what they're charged, which is under the tariff. That
21 may or may not be different than actuals, and we're
22 hoping to figure that very question out.

23 JUDGE CLARK: All right. Now, my next
24 question is kind of open-ended and it -- it says that
25 the -- no later than April 30th -- and this is

1 Paragraph 5B -- April 30, 2020, Ameren will summarize
2 the information tracked in our report which will
3 include an estimate of the costs of providing the
4 program and that sounds a little bit like a blank
5 check?

6 MS. TATRO: Okay. I mean, the cost that we
7 incur on the -- on behalf of the gas to MSBA I think is
8 what that is talking about. So this is the over --
9 overages and underages from their nomination. If
10 there's cost that we incur because of that, we want --
11 I mean, right now it just shows up in the overall
12 revenue requirement or the PGA costs. We are trying to
13 separate it out so we know -- I mean, MSBA's position,
14 in this case, is we were charging them too much for
15 some of those. Our position is that we were not.
16 Well, let's get the specific information, so we know.
17 So we're talking about the costs that we have to incur
18 to implement this pilot.

19 JUDGE CLARK: Okay. And my understanding of
20 the positions was that -- that -- that was the MSBA's
21 position and, then, Ameren's position, essentially, was
22 you're not -- you're not doing a good job of nominating
23 your gas usage.

24 MS. TATRO: We think their nomination process
25 could improve, yeah.

1 JUDGE CLARK: And that's what the pilot
2 program's about.

3 MS. TATRO: I agree. That's part of it,
4 yeah. Absolutely.

5 JUDGE CLARK: Is it possible to estimate any
6 of these -- these costs of administering this program
7 upfront or the program costs upfront?

8 MS. TATRO: I mean, you could estimate, of
9 course, and it will be not right. I mean, because
10 every estimation is an estimation. So we wanted to get
11 some actual numbers so that everyone could take some
12 comfort in the position that we're taking going forward
13 that other customers aren't subsidizing this program,
14 that this program is paying what it's supposed to be
15 paying under the statute. We wanted to get some actual
16 factual data to base that upon.

17 JUDGE CLARK: Okay. Thank you.

18 MR. BROWNLEE: And, again, I have to go back.
19 I think there's almost 240 schools in the Ameren
20 service area of about 2300 schools. You've got that
21 variable, and you also have the variable called
22 weather, which is -- I mean, that's the problem. You
23 know, you go back to the Mark Twain adage, If you don't
24 like the weather in Missouri, wait till tomorrow.
25 Well, that's -- this is really a living moment of that

1 issue. And the best we may come up with is some
2 parameter that hopefully fits this company and fits
3 maybe other companies. That's ultimately just as an
4 aside where we hope -- hope this all goes.

5 JUDGE CLARK: Okay. Thank you. And MSBA
6 indicated that they're very happy with this pilot
7 program? Is that a yes?

8 MR. PARNELL: Yes.

9 MR. BROWNLEE: Yeah.

10 MR. PARNELL: Yes.

11 JUDGE CLARK: Now, we kind of went all over
12 the place and I didn't want to skip over anybody's
13 ability to make an opening, but we're kind of far in
14 the way -- in the weeds now. So what I'm going to say
15 is I'm just going to go onto the next party and ask if
16 their counsel has anything additional that they would
17 like to add to what's been said at this point, and,
18 then, when I have my questions for that party I will go
19 ahead and to them. So at this point, does Staff
20 Counsel have anything that they would like to add at
21 this point?

22 MR. BERLIN: Well, Judge, Staff certainly
23 concurs with the comments made by the Company. I would
24 like to emphasize that the settlement provisions that
25 are agreed to in both stipulations are -- are the

1 product of rather extensive discussions and
2 negotiations among the parties in this case. Staff
3 supports both stipulations because we believe the
4 stipulations are a just and reasonable resolution of
5 all of the issues presented in this case. I have
6 nothing further to say unless you have questions for
7 Staff.

8 JUDGE CLARK: I do have some questions for
9 Staff. And I would like to start out with the
10 trackers, specifically as to the property tax increases
11 and decreased from 2009 through the true-up date of
12 Ameren Missouri's next gas case.

13 Now, the previous -- Ameren's last rate case,
14 GR-2010-0363, that was settled without identifying
15 property tax expense. And Staff adjusted property
16 taxes to what looks like 7,171,371; is that correct?

17 MS. FERGUSON: In the 2010 case?

18 JUDGE CLARK: Yes, is that the --

19 MS. FERGUSON: Yes, that's correct.

20 JUDGE CLARK: In that rate case?

21 MS. FERGUSON: Yes.

22 JUDGE CLARK: Now, is that the amount of
23 property tax that the increase or decrease will be
24 compared to -- is that the number?

25 MS. FERGUSON: I believe so, yes. Yes, I

1 believe so. Yes.

2 JUDGE CLARK: And that's an agreed-upon
3 number? That's not an actual number? That was merely
4 to resolve the issues in the last rate case?

5 MS. FERGUSON: Yes. Because it was
6 black-boxed in the last case. So I don't believe we
7 ever stated it out -- outright in the stipulation.

8 JUDGE CLARK: So the adjustment to property
9 taxes of 8,216,626 in this case, that doesn't reset the
10 amount in regard to what the increase or decrease is
11 going to be compared to?

12 MS. FERGUSON: No. We're going to start
13 tracking with the 7.1, 7.2 million, and we're going to
14 be tracking forward from that. We set ongoing expense
15 in this case to be the 8 million; is that correct?

16 MR. KUNST: It's 8 point -- 8,651,415.

17 JUDGE CLARK: Say that again, please.

18 MR. KUNST: \$8,651,415.

19 MS. FERGUSON: That's what the ongoing
20 expense is going to be set right now in the case. But
21 we're going to be tracking against the original amount.

22 JUDGE CLARK: Against that 7 million dollar
23 number?

24 MS. FERGUSON: Yes. But that's only for the
25 piece for the increase/decrease. That would not

1 include the refunds or the cost to achieve it.

2 JUDGE CLARK: Okay.

3 MS. FERGUSON: That is an addition.

4 JUDGE CLARK: Now, you're continuing the
5 pension and O-P-E-B -- OPEB --

6 MS. FERGUSON: Yes, OPEB.

7 JUDGE CLARK: -- tracker. What is the
8 existing tracking mechanism for those?

9 MS. FERGUSON: Can you clarify the question
10 because I don't --

11 JUDGE CLARK: Yeah. You said you're
12 continuing to use the same one from the previous rate
13 case. What is that tracking mechanism?

14 MS. FERGUSON: Okay. So there is a base cost
15 for qualified pension and OPEB cost. We use that base,
16 and we reset it in each case. And then the difference
17 between what was set for rates in a prior case is then
18 amortized over a set period. I believe it's five
19 years. So we reset the base cost of pensions and other
20 post-employment benefit costs in every rate case.

21 JUDGE CLARK: You indicated those costs have
22 gone down substantially?

23 MS. FERGUSON: Yes, substantially. Almost
24 700,000 in the base since the last case. That doesn't
25 count the amortization of any over/under between last

1 case and this case.

2 JUDGE CLARK: Okay. I think. Let me see if
3 this next question I believe it may have already been
4 answered. I'll ask it anyway. It may have already
5 been answered, but it's a little convoluted so try and
6 bear with me as I read it.

7 Are the Staff's true-up adjustments to AC926
8 related to pensions and OPEB to colon to re-base
9 pension and OPEB expense -- and it looks like a
10 negative 2,449,060 to amortized pension and OPEB
11 trackers of negative 791,334 and include the
12 under-collection from the 2010 rate case of 350,749; is
13 all that included in the 1 million dollar rate
14 reduction and in the stipulation?

15 MS. FERGUSON: Yes, it is.

16 JUDGE CLARK: Thank you. And I thought that
17 had been answered. There was a lot --

18 MS. FERGUSON: Yeah. It gets --

19 JUDGE CLARK: There was a lot to that
20 question.

21 MS. FERGUSON: Yeah. It gets a little
22 confusing because there's an over/under piece from the
23 27-- or I'm sorry -- the 2007 case to the 2010 case.
24 And then we tracked again from 2010 until this '19
25 case. And so you have those over/unders that are being

1 amortized plus the re-base of the actual tracker
2 itself. And they are all significantly negative.

3 JUDGE CLARK: I want to talk briefly about
4 some of the amortization if I can find the chart --
5 there it is. Just briefly, I'm looking at Exhibit A --

6 MS. FERGUSON: Uh-huh.

7 JUDGE CLARK: The summary of amortization on
8 line 5 and I want to know specifically what that's
9 related to? What trackers? Regulatory assets or
10 liabilities or other Commission-approved items?

11 MS. FERGUSON: Okay. The over and under
12 collected amortization has nothing to do with pensions
13 and OPEBs. That has to do with amortization that was
14 set in prior rate cases. Okay?

15 So in, I believe it was the 2010 electric
16 case we had proposed an amortization of floatation
17 costs that had to do with issuances of equity. And
18 then there was also -- let me grab my notes. The other
19 item was -- it was a severance plan that Ameren had
20 instituted in 2009. They had some severance costs that
21 were allowed to be recovered in rates, and so that was
22 another amortization. So what we did was is we reset
23 those, and that is grouped together as an over/under
24 collection. So those two amortizations are -- are now
25 grouped together and put into this over/under

1 collection. Does that help?

2 JUDGE CLARK: It does. How is that going to
3 flow through under rates?

4 MS. FERGUSON: Okay. So what this does is
5 it's basically -- we had started this amortization as
6 of the 2010 gas case. It was the companion piece to
7 the electric because that's where we had initially
8 started this amortization. And so what happened was is
9 over a period of time we went to go reset it, and two
10 of those were I believe over collected. And so they're
11 going to run through rates just as if -- just as the
12 same as every other amortization. I mean, what will
13 happen is we've reset them I believe over three or five
14 and in the next case we may either have to reset them.
15 We try to -- we try to set the amortizations as close
16 to when rates change as possible so that we don't have
17 to reset them.

18 JUDGE CLARK: Okay. Now, these negative
19 numbers in Exhibit A --

20 MS. FERGUSON: Uh-huh.

21 JUDGE CLARK: -- I'm assuming those are
22 reductions in expenses?

23 MS. FERGUSON: Yes. The positive is an
24 increase in expenses. The negatives are a decrease.
25 This is the annual amount of the amortization in

1 Exhibit A. Exhibit B shows the actual regulator asset
2 and regulatory liability balances that have to be
3 amortized out.

4 JUDGE CLARK: Now, let me ask one more
5 question, and this may seem obvious. On Exhibit B, on
6 that fifth line, over/under collected amortization --

7 MS. FERGUSON: Uh-huh.

8 JUDGE CLARK: -- non-rate base, is that the
9 same tracking mechanisms as Exhibit A?

10 MS. FERGUSON: Yes. It's just merely the
11 balance of it. Whereas Exhibit A shows the yearly
12 amount that gets amortized either back to customers or
13 to the utility, Exhibit B is the -- is the full balance
14 that's being amortized down.

15 JUDGE CLARK: You may have just told me this,
16 where does the pension and OPEB under collections
17 appear in the -- in the rate base?

18 MS. FERGUSON: Where do they appear in the
19 rate base?

20 Right now -- right now they're a reduction to
21 rate base, but there is a -- from the prior case,
22 there's an under-collection that we had to reset. It
23 was actually an amount that was included in the 2010
24 rate case but because of the passage of time because
25 there was so much time between the last gas case and

1 this gas case it -- it flipped to be an under
2 collection. It was an over-collection but then it --
3 well, I don't want to say it was an over-collection.
4 It was a collection, but it ended up being
5 under-collected because of the time that went by if
6 that helps at all.

7 JUDGE CLARK: Maybe.

8 MS. FERGUSON: It's hard to explain.

9 JUDGE CLARK: Okay. At this point, we've
10 been going for almost 2 hours. I think it would be a
11 good time to take about a 10 to 15-minute break. So it
12 is 2:46. Why don't we recess until three o'clock?

13 (Recess.)

14 JUDGE CLARK: Okay. Why don't we go back on
15 the record?

16 All right. I have a few more -- I think this
17 is going to wrap up fairly quickly, but I have a few
18 more questions for Staff, and I want to give everybody
19 else an opportunity to make a statement.

20 I have one kind of general question. From
21 having read it --

22 MR. WESTON: Judge, this is Jacob Westen --
23 if I might interject briefly, if there are any
24 questions for Energy is it possible to go ahead and get
25 those now and then could I ask to be excused for the

1 rest of the proceeding?

2 JUDGE CLARK: I think that would be fine. I
3 don't have any -- any direct questions for Energy so,
4 Mr. Westen, if you'd like to be excused, you may.

5 MR. WESTON: Thank you very much, Judge. Any
6 questions from any of the parties?

7 Thank you, everyone. I'm glad to be back.
8 Looking forward to more cases.

9 JUDGE CLARK: It is very good to see you.

10 I believe you've answered all of my questions
11 at least in regard to that, Ms. Ferguson. Thank you.

12 MS. FERGUSON: Uh-huh.

13 JUDGE CLARK: I had a few questions for
14 Ms. Kliethermes. At least I'm hoping you're going to
15 be able to answer these for me. My first question,
16 there were two initial stipulations filed. One that
17 was filed that was an agreement between some of the
18 signatory parties but did not include OPC among other
19 parties, and then a -- the first amended stipulation
20 that brought OPC in as a signatory. And my question is
21 there was a table on page 6 of the amended stipulation
22 and agreement, and in regard to that, there was a
23 change made to that table where the approximate rate
24 per CCF changed to .314 from .30 and the general
25 service usage change to 7000 from 7500. Do you know

1 why those changes were made?

2 MS. KLIETHERMES: Yes. So first on the
3 change from the 7500 to 7000, the 7500 was wrong. The
4 current tariff and the tariffs that will be coming for
5 this case will be 7000. The rate for the residential
6 chart is slightly higher on page 6 in the first amended
7 stip because the customer charge is being held at \$15.
8 In the first stipulation agreement -- actually, this is
9 probably lower than the other one. The first
10 stipulation agreement, it was 17 I think. Oh, it was
11 subject to Commission decision. That's right. Okay.

12 JUDGE CLARK: At least that's what I remember
13 as to the customer charge.

14 MS. KLIETHERMES: The customer charge is 15
15 so in this -- in the First Amended Stipulation
16 Agreement. So in the First Stipulation Agreement that
17 was filed the customer charge was subject to change, so
18 the volumetric rate was slightly -- what we were
19 approximating that volumetric rate to be was what --
20 like, Staff's position in the case was. Now, when the
21 second stipulation and agreement was filed, it had the
22 \$15 agreement which will change what that volumetric
23 rate is going to be. So that will change that
24 approximate rate. And just to note, those are
25 approximate rates. The compliance tariffs, in this

1 case, will have the actual rates that come out of this
2 case -- they will be close.

3 JUDGE CLARK: Okay.

4 MS. KLIETHERMES: Yeah.

5 JUDGE CLARK: Now, initially, Staff's
6 position was that it was not appropriate to include the
7 general service class in the DCA Ride or the proposed
8 DCA Rider. What changed in regard to that, that that
9 became appropriate to have?

10 MS. KLEITHERMOUS: So that is correct that
11 we -- Staff's position was that it was not appropriate
12 for general service and that was because general
13 service has two blocks, 0 to 7000, and 7000 and over,
14 and there's a lot of customers that have less than
15 7000 CCF. However, as Steve Wills already explained
16 earlier that what we did is did a billing analysis of
17 where customers usages fall in that class on different
18 block levels, and we've created for purposes -- only
19 for purposes of the VIRN the sub-blocks of block one,
20 and if you look at the table on page 6, we have Block
21 1A, Block 1B, and Block 1C. And so we've split that
22 first block based on where customers fall. As far as
23 whether usages that -- that we feel is associated with
24 con-- changes in conservation and weather will appear.
25 And the only part of the VIRN that will be subject --

1 the block that is subject to reconciliation under the
2 VIRN is that Block 1B, usage from 101 CCF to 400 CCF.

3 JUDGE CLARK: Okay. That clarifies that for
4 me. Thank you. And finally, this is kind of a general
5 question in regard to that. What led Staff to accept
6 Ameren's proposed use of the flat design in the DCA
7 Rider as opposed to the Staff's recommendation of a
8 declined design?

9 MS. KLIETHERMES: So Staff's recommendation
10 of the declined design with the VIRN was part due to
11 the kind of the argument that we raised with debt and
12 equity being part of how you recover -- recover debt
13 and equity cost in the rate. That is not part of this
14 settlement, the stipulation and agreement. And so when
15 you remove that piece, you can get to that flat rate
16 design. Plus, settlements are always part of -- of
17 settlements with other parties. And part of the flat
18 rate design is moving off the current rate design, and
19 so that is movement towards flattening that rate.

20 JUDGE CLARK: Okay. Thank you.

21 MS. KLIETHERMES: Is that all?

22 JUDGE CLARK: That is I believe.

23 MS. KLIETHERMES: Thanks.

24 JUDGE CLARK: I do have a general question
25 for all the signatories, and this is sort of a

1 linguistic question that I -- I ran across in this, and
2 this is in regards to two things. It says the
3 signatories recommend the Commission approve the
4 Company proposed depreciation rates contained in
5 Exhibit C. Later it uses that same word. It says the
6 signatories "recommend" the Commission approve the
7 Volume Indifference Reconciliation Normal Rider, the
8 DCA rider to adjust for weather and conservation. Now,
9 the way I've read that stipulations and agreement that
10 has the same general language that says, you know, this
11 is a non-modifiable stipulation. That the --
12 basically, the Commission can accept or can reject.
13 But the language in there that says "recommend" seems
14 to indicate something otherwise. It seems to indicate
15 at least in regard to those provisions that -- that --
16 that you're asking for approval of them, but not
17 necessarily stating this is part of the agreement. And
18 so I want to know if I'm wrong there?

19 MR. BERLIN: Judge, what part are you looking
20 at.?

21 MS. SHEMWELL: Page 6, 15 and 16.

22 JUDGE CLARK: The first sentence of 16 says
23 the signatories recommend the Company's proposed
24 depreciation rates. And the VIRN says the signatories
25 recommend, but it doesn't seem to indicate, you know,

1 this is -- this is our agreement, take it or leave it.

2 MS. DIETRICH: Judge, if I may, I think
3 that's just stylistic as different people are drafting
4 different portions of stipulations they use words like
5 must or should and Staff is not comfortable with
6 telling the Commission it must do something. So we
7 always back off and recommend the use of recommend, and
8 I think that's probably what happened in these two
9 situations.

10 JUDGE CLARK: And I thought that might be the
11 case. I just wanted to clarify it because, obviously,
12 you can see how from my perspective it seems to
13 indicate a preference.

14 MS. DIETRICH: Right.

15 JUDGE CLARK: Okay. Thank you.

16 MS. GRUBBS: From the Company's perspective
17 it's part of the agreement. Yes.

18 JUDGE CLARK: Okay. Thank you. That answers
19 that for me. Those are all the questions I have for
20 Staff. So moving onto the Office of Public Counsel.
21 Did you have anything that you wanted to add in regard
22 to --

23 MS. SHEMWELL: We don't have anything we'd
24 like to add. Thank you, Judge.

25 JUDGE CLARK: Thank you. I have a couple

1 questions for Dr. Marke if that's okay?

2 MS. SHEMWELL: Certainly.

3 JUDGE CLARK: In regard to the energy
4 efficiency program, how did the changes made in the
5 First Amended Nonunanimous Stipulation and Agreement
6 meet OPC's concerns regarding these programs?

7 DR. MARKE: The amended stipulation where OPC
8 was a signatory moved off of Ameren Missouri
9 wholeheartedly adopting their TRM, the Technical
10 Resource Manual. The language I've -- that's in there
11 now essentially tees it up for a future case if need
12 be.

13 To provide a little more context there, the
14 state-wide technical TRM was a -- an initiative that
15 had fallen out of a DOE grant for the Division of
16 Energy. So there was a lot of time and energy put
17 forward about a year ago -- year and half ago towards a
18 state-wide TRM. Ameren Missouri had commissioned its
19 own individual TRM for -- for its service territory.
20 Moving forward it's been our office's position that
21 we'd like to achieve some economies of scale across
22 utilities towards a state and to have and maintain a
23 state-wide TRM. It remains to be seen if that will
24 ultimately be the issue, but at least for right now in
25 regards to this stipulation it preserves that issue.

1 There was also a remaining balance on the
2 historic spend of energy efficiency programs. I think
3 it was in the neighborhood of about \$700,000. The
4 amended stipulation had allocated that dollar amount
5 towards community action agencies to administer
6 weatherization. That was an acceptable outcome for us.
7 You know, that ultimately was a contributing factor to
8 us being a signatory.

9 JUDGE CLARK: So in regard to the TRM, it
10 just kind of pushes that decision down the road?

11 DR. MARKE: Well, I would say I'm cautiously
12 optimistic that it's going to resolve itself fairly
13 soon. There is a concurrent collaborative that's --
14 there's lots of collaboratives. But one of the
15 collaboratives that we have is a state-wide natural gas
16 collaborative that includes, amongst other groups that
17 are here, Ameren Missouri gas. So one of the issues
18 that's being explored right now is to -- whether or not
19 to procure a third-party EM&V consultant to maintain
20 and update a state-wide TRM. That's at least -- that's
21 the provision that appears to be where things are
22 heading. So from our vantage point, the agreed to
23 stipulation preserves that option.

24 JUDGE CLARK: Okay. And you may have just --
25 because you got into weatherization, so you may have

1 just answered this question --

2 DR. MARKE: Sure.

3 JUDGE CLARK: -- already, but there may be
4 more to it. And kind of the same question in regard to
5 weatherization. Do the changes made to the First
6 Amended Stipulation and Agreement -- how did that meet
7 OPC's concerns related to the weatherization program?

8 DR. MARKE: I don't think this was
9 necessarily explicitly stated in -- in the stipulation,
10 but, you know, from OPC's perspective it's been a long
11 time since Ameren Missouri's been in for a rate case.
12 We've had an overall agreed to budget amount for energy
13 efficiency programs for each year. Maybe the most
14 recent year they actually met that budgeted amount.
15 But you had eight or nine years or under-spent funds.
16 Now, the same is true for weatherization. You've had
17 an agreed-to amount for weatherization for the past
18 eight, nine years. That amount hadn't changed. We
19 don't feel like there's any less, you know, families
20 that are struggling to meet things in terms of the
21 margins. For us, what helped us before was to take
22 that unspent balance from the energy efficiency funds
23 and move that towards weatherization. So your answer
24 to your question: It was in part how I answered
25 before. We've allocated about half a million dollars,

1 I think is where we're at right now in additional funds
2 towards weatherization.

3 JUDGE CLARK: And I'm just running off memory
4 right now -- is that that \$700,000 program or a portion
5 thereof?

6 DR. MARKE: It is. It's a little bit smaller
7 now today than it otherwise would be at the 700,000. I
8 want to say -- I don't think Bill Davis is here -- but
9 we had talked about it earlier. I think it's about
10 half a million dollars now. But that's half a million
11 dollars that we've agreed that community action
12 agencies and the Company would make a good faith effort
13 in spending down before their next rate case.

14 JUDGE CLARK: Okay. And when you say that --
15 so you're saying right now the stipulation and
16 agreement the way I read says -- says \$700,000 and the
17 Company will make an effort to spend all of that --

18 DR. MARKE: Yes.

19 JUDGE CLARK: -- within the one-year period?

20 DR. MARKE: Right.

21 JUDGE CLARK: And you're saying that in
22 actuality that's closer to 500,000?

23 DR. MARKE: The unspent balance -- the
24 historic balance is the 700,000 that's -- that's
25 referenced there. There is \$200,000 that's allocated

1 every year moving forward, and that will continue. So
2 the unspent balance is actually closer to about 500,000
3 now. That amount -- whatever that amount is today,
4 that's the money that's going to be allocated towards
5 those community action agencies. It's a one-time cash
6 infusion to those agencies.

7 JUDGE CLARK: Okay. I think I didn't
8 understand there and I understand now. Thank you.

9 DR. MARKE: Oh, good. All right.

10 JUDGE CLARK: I've clarified that. Okay.
11 Those are all the questions I had in regard to OPC. In
12 fact, those may be all the questions that I have unless
13 something comes up. So I'm just going to move on down
14 to the next party.

15 Missouri Division of Energy asked to be
16 excused.

17 Renew Missouri, is there anything that you
18 wanted to add in regard to -- as a signatory to this?

19 MR. OPITZ: No, thank you, Judge. We were a
20 signatory to the amended agreement and ask Commission
21 to approve it.

22 JUDGE CLARK: Thank you. Missouri School
23 Boards' Association, did you have anything you wanted
24 to add today?

25 MR. BROWNLEE: No.

1 JUDGE CLARK: All right. As I said before,
2 make sure all exhibits have been provided to -- I
3 understand the MSBA has said that they're not going to
4 be able to get the exhibits to the court reporter
5 today, but you're going to be able to get them to me so
6 that I can have them marked and filed. Everybody else
7 who has exhibits here today be sure that the court
8 reporter has those so they can be marked before you
9 leave.

10 Is there anything additional from Counsel
11 before -- anything additional from Counsel -- any
12 counsel at this time?

13 I hear nothing. At this time, I will adjourn
14 this proceeding, and we'll go off the record. Thank
15 you for your time.

16 (Hearing was adjourned at 3:18 p.m.)

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CERTIFICATE

I, Chevon D. Theissen, a Certified Verbatim Reporter, Certified Court Reporter, CCR No. 1399, the officer before whom the foregoing hearing was taken, do hereby certify that the foregoing hearing was taken by me to the best of my ability and thereafter reduced to typewriting under my direction; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this proceeding was taken, and further, that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.



Chevon D. Theissen, CVR, CCR No. 1399

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