

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In the Matter of the Application of            )  
Union Electric Company d/b/a                )  
Ameren Missouri for Approval of            )  
Its Surge Protection Program                )

**Case No. ET-2021-0082**  
Tracking No. YE-2021-0081

**REPLY BRIEF**

As Staff outlined in its *Initial Brief* and will further support here, Ameren Missouri has provided insufficient evidence to prove that its proposed surge protection program falls within the Commission’s jurisdiction to be a regulated program. The Company has further failed to provide reliable information on which to base confidence that this program would be beneficial to customers even if offered on an unregulated basis and the risk to non-participating customers of subsidizing the program in rates is removed. According to the Company that lack of confidence is not a factor as it reiterates repeatedly that it has no desire to offer the surge protection program as an unregulated program. In fact, Ameren Missouri asks the Commission not to approve the program if it believes that the program should not be offered as an above-the-line, regulated program.<sup>1</sup> This of course is inconsequential as the program should not be regulated and the Company could offer the program below-the-line, outside of customer rates, without Commission approval. The fact that the Company so adamantly insists that it will not offer the program as an unregulated offering, and thereby assume the risk through its shareholders, is only foreshadowing of the many concerns in the design of the program.

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<sup>1</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 9.

## **Response to Ameren Missouri's Argument as to Whether Program Approval is Lawful**

The argument that the surge protection devices are electric plant on the basis that they are to be provided “in connection with” the provision of electric service<sup>2</sup> is unsubstantiated by the evidence that Ameren Missouri has provided in this docket. The fact that the customer gets the device through a program offered by Ameren Missouri does not outweigh the facts that the device was simply chosen from a manufacturer’s catalog as any consumer would select a product, that the product is installed by a third-party contractor, that any claims made in relation to the device are directed to be filed with the manufacturer through the manufacturer’s warranty, and that all Ameren Missouri appears to do is collect a monthly fee in relation to the program. The fact that Ameren Missouri is directing customers to a third-party contact for claims related to the device<sup>3</sup> directly points to the fact that the service being provided is not actually connected to the customer’s electric service in the sense considered by the statute, even if the device is attached to the meter. This point is discussed in more detail below. Further, Staff argues that in response to Ameren Missouri’s attempts to creatively rearrange statutory construction in discussing the phrase, “use or to be used for or in connection with,” that it is important to consider legislative intent when interpreting any statute. Statutory analysis requires ascertaining the intent of the legislature, as expressed in the words of the statute.<sup>4</sup> Statutory language is given its plain and ordinary meaning.<sup>5</sup> In the immediate case, the legislature created Section 386.020(14) to instill the Commission with authority to regulate the offering of electric service, not to exert authority over every item that may

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<sup>2</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 3.

<sup>3</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 5; *citing* Tariff Sheet No. 166.1.

<sup>4</sup> *United Pharm. Co. of Mo., Inc. v. Mo. Bd. Of Pharm.*, 208 S.W.3d 907,909 (Mo. banc 2006).

<sup>5</sup> *Id.* at 210.

be installed ancillary to an electric meter. This is clear in both the legislature's use of the phrase, "...to facilitate the generation, transmission, distribution, sale or furnishing of electricity for light, heat or power..." and in its **omission** of any provision relating to items used to protect a customer from the very electric service being provided.<sup>6</sup> The Commission rule Staff cites in its *Initial Brief*, 20 CSR 4240 10.030(23) regarding electrical surges is further evidence of the legislatures' omission from the statute as the Commission saw where a rule was necessary to govern customer protections. Ameren Missouri's contention that the Grain Belt case finding regarding electric plant has any connection to the case at hand can be easily dismissed by the inclusion of "transmission" in the definition of electric plant in Section 386.020(14), as cited above, and the knowledge that the issue in the Grain Belt case was the sale of a transmission line. A transmission line is clearly under the umbrella of the legislatures' wording "...to facilitate the generation, transmission, distribution, sale or furnishing of electricity for light, heat or power..." Not so for an ancillary item installed on a customer meter.

Ameren Missouri repeatedly compares the surge protection program to the electric vehicle corridor charging program approved by the Commission in a 2019 case; however, that program features substantially different elements than the proposed program here.<sup>7</sup> The Commission in that matter found that the Charge Ahead programs Ameren Missouri proposed could be considered Promotional Practices and thereby fell under the jurisdiction over the rules specifically designed for such matters.<sup>8</sup> Promotional Practices are defined as a utility offering for the purpose of inducing a person to select and use the

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<sup>6</sup> Section 386.020(14). RSMo.

<sup>7</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 10.

<sup>8</sup> *Report and Order*, Case No. ET-2018-0132, Pp. 8-10.

service or to install any appliance or equipment designed to use the utility service or for efficiency-related measures.<sup>9</sup> The rule goes on to exclude certain specific activities, including merchandising appliances or equipment at retail and in connection with, holding inventories and the making and fulfillment of reasonable warranties against defects in material/workmanship.<sup>10</sup> The Commission's approval of the Charge Ahead program does not include any analysis of the equipment in the program under Section 386.020(14), RSMo, because the program clearly fell within the Commission's Promotional Practices rules and thereby was within the Commission's jurisdiction. As the Promotional Practices rules specifically exclude a program of the nature of the surge protection program proposed here, and the surge protection devices do not promote a customer to use electricity, the surge protection program cannot be likened to the Charge Ahead program and this argument should be duly ignored. The Company also compares the Missouri Energy Efficiency and Investment Act (MEEIA) programs to this proposed program. Again, the elements of the MEEIA offerings are substantially different because the legislature has formally established statutes describing the benefits of the MEEIA program and placing such programs squarely within the jurisdiction of the Commission.<sup>11</sup> The statute reads verbatim, "Recovery for such programs shall not be permitted unless the programs are approved by the commission, result in energy or demand savings and are beneficial to all customers in the customer class in which the programs are proposed, regardless of whether the programs are utilized by all customers."<sup>12</sup> This line clearly

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<sup>9</sup> 20 CSR 4240-14.010.6(L).

<sup>10</sup> 20 CSR 4240-14.010.6(L)(5).

<sup>11</sup> Section 393.1075, RSMo.

<sup>12</sup> Section 393.1075.4, RSMo.

states that programs must be approved by the Commission in order for a utility to earn a recovery for them, i.e. incorporate the program in rates.

The Office of the Public Counsel in its *Initial Brief* points out that the proposed program is unduly discriminatory in that the installation of surge protection devices provides only to the participating customers a different and higher quality of electric service, while all customers receive the socialized risk of the economic cost of Ameren Missouri providing that enhanced benefit.<sup>13</sup> Staff witness Lange discussed Staff's concerns with non-participant impact and the potential for discrimination as well.<sup>14</sup> Customers in each customer class will bear the risk without question, and can only hope to see any benefits realized based on the assumptions of the Company. Ameren Missouri admits the risk to customers exists, emphasizing Staff's points that any potential customer benefit is based solely on the hopes of actual customer participation meeting the calculations used in projections of the program.<sup>15</sup> Beyond that, this proposed program attempts to move the bar away from cost-based rates;<sup>16</sup> which, regardless of the magnitude, could set a dangerous precedent that would permit rates to become discriminatory to certain classes rather than ensuring that the cost causers are also the ones paying for those costs. The surge protection program should not be compared to either Charge Ahead or MEEIA, but it is prudent to consider the legislature's intent in establishing opportunities for such a program as MEEIA: passing on to customers of potential benefits, not risks.

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<sup>13</sup> *The Office of the Public Counsel's Initial Brief*, Pp. 5-6.

<sup>14</sup> Ex. 13, Lange Rebuttal, Pp. 19-20.

<sup>15</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 1.

<sup>16</sup> Ex. 9, Ferguson Rebuttal P. 7.

The devices themselves are touted to, "... stop damage from surges that would otherwise come into the home ..."<sup>17</sup> However, as Staff pointed out in its *Initial Brief* Ameren Missouri is required to keep voltages at a practicable tolerance to prevent surges on its system pursuant to 20 CSR 4240-10.030(23). Therefore, the surges really should not be coming into the home if the Company is properly running its system in accordance with the Commission's rules, because surges should not occur. The only surges which would be produced on a system running at the proper voltages would be those caused by unforeseen circumstances like lightning strikes, but as Staff has already outlined in its *Initial Brief* the surge protection program Ameren Missouri proposes does not seem to be developed to protect against the possibility of lightning strikes.<sup>18</sup> Ameren Missouri witness Schneider when questioned, was unable to provide information as to exactly where an interference might hit the Company's system to cause a surge of the type that, allegedly, is covered by the devices.<sup>19</sup>

### **Response to Ameren Missouri's Argument as to Quality of Surge Protection Device**

As an appeal to customers' supposed desire for convenience, Ameren Missouri witnesses Byrne and Schneider referred to the fact that Ameren Missouri's program would prevent a customer from needing to hire an electrician as being a strong benefit of the proposed program.<sup>20</sup> This was again brought up in the *Initial Post-Hearing Brief*, as if customers prefer not to have an electrician do work for them.<sup>21</sup> Staff is unclear why Ameren Missouri would want to dissuade customers from hiring an electrician in those circumstances, and in fact, Ameren Missouri's proposed program tariff includes the

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<sup>17</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 4.

<sup>18</sup> *Staff's Initial Brief* P. 16.

<sup>19</sup> Tr. 93:17-94:1.

<sup>20</sup> Tr. 108:3-7.

<sup>21</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 3.

following provision “However, the Company is not responsible for, and will not be, evaluating or modifying the Participant’s interior grounding system. Interior grounding systems are an important factor in safeguarding the Participant’s electrical system and **the Company strongly recommends having the interior grounding system of Participant’s residence inspected by a licensed electrician and upgraded, if necessary, prior to installation of the surge protection device....**” [emphasis added]. Additionally, the warranty for the surge protection device requires an electrician to verify damage caused by a surge that makes it past the device before a customer can submit a claim related to the warranty.<sup>22</sup> So participating in Ameren Missouri’s proposed program does not nullify the need for an electrician, it just moves the timeframe of when a customer would need to hire an electrician.

Ameren Missouri argues that the surge protection devices are beneficial to customers because of their various attributes.<sup>23</sup> The surge protection devices Ameren Missouri selected were allegedly chosen because Ameren Missouri believed they could offer something to customers not available in the general market.<sup>24</sup> However, when asked about the level of protections offered by the devices, Ameren Missouri witness Schneider could not say what percentage of surges the devices were designed to protect against.<sup>25</sup> The same witness also admitted that a device placed on the customer’s side of the meter could likely offer the same level of protection as this device proposed by

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<sup>22</sup> Tr. 115:1-7.

<sup>23</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 3.

<sup>24</sup> Tr. 69:7-12.

<sup>25</sup> Tr. 89:4-10.

Ameren Missouri to be placed on the utility's side of the meter.<sup>26</sup> That would include over the counter devices, which customers could purchase directly.<sup>27</sup>

Ameren Missouri attempts to portray the devices as protection for the “whole home”; an erroneous statement it reiterates in its *Initial Post-Hearing Brief* by stating that all devices plugged into the electrical system will be protected from electrical surges.<sup>28</sup> Upon cite checking the portion of Company witness Schneider's testimony relied on to make that statement, it appears that what the witness actually said was that all electrical devices will receive **incremental protection**.<sup>29</sup> Incremental is defined by Merriam Webster as, “of, relating to, being, or occurring in especially small increments.”<sup>30</sup> Therefore, it can be said that, based solely on witness Schneider's statement, all electrical devices may receive some protection, but it is incorrect to say that all electrical devices are protected by the surge protection device Ameren Missouri intends to use for the program. Kenick, the manufacturer, excludes several standard electrical devices from recompense in its manufacturer's warranty and that would seem to speak louder than the hope of “some” protection.<sup>31</sup>

Moreover, Ameren Missouri's brief and witness Schneider's testimony are inconsistent with paragraph 4 of Ameren Missouri's proposed tariff. Specifically, the *Initial Post-Hearing Brief* cites Schneiders' testimony that

The surge protection device will provide protection for *all* of a customer's electric powered equipment that is plugged into/connected to the home's electric system, *regardless of whether the equipment is motor-driven appliance* (like a refrigerator or washer and dryer) or electronic (like a TV) because *the device will stop*

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<sup>26</sup> Tr. 92:1-6.

<sup>27</sup> Ex. 7, Coffey Rebuttal Pp. 5-6.

<sup>28</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 5.

<sup>29</sup> Ex. 4, Schneider Surrebuttal P. 3.

<sup>30</sup> Merriam-Webster Online [Incremental | Definition of Incremental by Merriam-Webster](#).

<sup>31</sup> Ex. 12.



*surges that would otherwise enter through the meter from damaging all such equipment*<sup>32</sup>

(emphasis added). In contrast, Ameren Missouri's proposed tariff, paragraph 4, requires its participating customers to acknowledge that the surge protection devices do *not* protect "all" electrical equipment plugged into a home's electric system:

By enrolling in the Program, Participants acknowledge that *the surge protection device is designed only to protect Standard Residential Equipment* (as defined in Manufacturer's Limited Product Warranty posted at [ww.AmerenMissouri.com](http://ww.AmerenMissouri.com)<sup>33</sup>) from destructive surges entering the residence through the protected electric meter and that the surge protection device cannot prevent damage caused by any of the following....<sup>34</sup>

(emphasis added). If the Commission does approve this program, Ameren Missouri's tariff—not its testimony or briefs—will govern this program. Consequently, because it appears the Company's position is that the surge protection device does in fact protect *all* equipment, and not just "Standard Residential Equipment (as defined in Manufacturer's Limited Product Warranty)," the Commission must order Ameren Missouri to file updates to paragraph 4 of its tariff to state that the devices protect "all" equipment and to delete from paragraph 4 any language limiting protection to "Standard Residential Equipment."<sup>35</sup>

It is true that any surge protection device may fail, as Ameren Missouri admits.<sup>36</sup> However, the real concern stems from the potential for a customer to assume that a device provided by its electrical utility will cover all electrical devices. As Staff witness Bax

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<sup>32</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 4-5 & n.7.

<sup>33</sup> At the time of this filing, the Manufacturer's Product Limited Warranty is not in fact posted on [www.AmerenMissouri.com](http://www.AmerenMissouri.com).

<sup>34</sup> Tariff Revision (YE-2021-0081) at page 166.2-.3, paragraph 4.

<sup>35</sup> The disconnect between what Ameren states in its sworn testimony and its briefs and what it has included in its tariffs only further underscores the importance that the Commission order Ameren to provide prospective customers with clear information about what the devices are designed to protect and what they are not designed to protect, as well as what the warranty covers and what the warranty does not cover.

<sup>36</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 6.

pointed out, the best way to ensure surge protection is to employ a combination of several surge protection devices, categorized as Types 1, 2 or 3.<sup>37</sup> The various types of devices offer different types of protection and would come much closer to being a “whole home” protection system.<sup>38</sup> The program Ameren Missouri proposes here does not offer a variety of devices or explain what type of device it provides, so customers do not get that type of benefit from this program. Again it boils down to an offering of “some” protection.<sup>39</sup>

Ameren Missouri made a series of conflicting statements throughout its testimony, at the evidentiary hearing and again in its *Initial Post-Hearing Brief*. Ameren Missouri in some instances states that it will be maintaining the surge protection devices and will be installing and maintaining them.<sup>40</sup> In other instances, the Company says that it will be third-party providers installing and handling the claims related to the devices. At no point does Ameren Missouri explain exactly what “maintaining” the devices might mean. Staff’s understanding is that once the devices are installed they are expected to function for 15 years.<sup>41</sup> The only maintenance that would appear to be needed is if the device malfunctions and must be replaced. However, Ameren Missouri witness Byrne even references the “costs of maintenance” without explaining what costs those would be or what services that would fund.<sup>42</sup> Ameren Missouri witness Byrne did tell Staff that Ameren Missouri does not intend to check the surge protection devices regularly.<sup>43</sup> However, in the *Initial Post-Hearing Brief* it states that the surge protection devices will, “be owned by the Company, reflected in its rate base, has a useful life of 15 years, and

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<sup>37</sup> Ex. 8, Bax Rebuttal Pp. 5-6.

<sup>38</sup> Ex. 8, Bax Rebuttal Pp. 5-6.

<sup>39</sup> Ex. 12.

<sup>40</sup> Tr. 68:13-15.

<sup>41</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 4.

<sup>42</sup> Tr. 73:1.

<sup>43</sup> Tr. 79:22-25.

will be maintained and replaced by the Company at its expense.”<sup>44</sup> Commissioner Holsman confronted the subject of where the additional costs of participation in the program go if no maintenance is necessary, to which Ameren Missouri only identified property taxes and insurance.<sup>45</sup> Staff would imagine that the third-party installer would also replace the dysfunctional devices and that Ameren Missouri would actually have very little responsibility for anything in offering this program; although, in the Company’s response to Staff’s data request 27, which was not submitted as an exhibit, Staff received conflicting statements as to whether that belief is accurate. However, if neither Staff nor the Commission can determine whether Ameren Missouri, the third-party manufacturer or the third-party administrator are responsible for the various portions of this program, then how can a customer be expected to make that determination?

Traditionally, Ameren Missouri customers would contact the Company’s customer service representatives or the Commission Consumer Services department if they had a concern about their electric service. However, in the proposal for the surge tariff protection program, Ameren Missouri makes clear that customers will be directed to file claims related to the surge protection devices through the third-party manufacturer and its warranty.<sup>46</sup> In fact, in the *Initial Post-Hearing Brief*, Ameren Missouri states that the third-party administrator, separate both from the manufacturer of the device and Ameren Missouri, will assist customers in filing claims against the warranty.<sup>47</sup> Staff is concerned that customers will maintain the belief that Ameren Missouri is responsible for the surge protection devices, due to the fact that the monthly participation fee is paid to Ameren Missouri and the Company appears to be holding itself out as managing the program. The potential for loss of goodwill from customers confused by Ameren Missouri’s program appears great; specifically when they try to submit a claim that is denied for not being covered under the warranty.<sup>48</sup> Regardless of how the Company tries to structure the program, it seems certain that customers will blame Ameren Missouri, not the device manufacturer, if their claim is denied.<sup>49</sup>

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<sup>44</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 4.

<sup>45</sup> Tr. 100:20-101:18.

<sup>46</sup> Tr. 27:2-12; Ex. 3, Schneider Direct P. 8.

<sup>47</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 9.

<sup>48</sup> Tr. 96.

<sup>49</sup> Tr. 99:21-100:7.

## Response to Ameren Missouri's Argument Regarding Assumed Revenues

The revenues for the surge protection program stem from the participation fee charged to customers who opt into the program. As Ameren Missouri points out, the expected revenues of the program assume customer participation numbers based on other unregulated surge protection programs, most of which are offered in other states.<sup>50</sup> The assumptions continue by basing the calculations on an assumption that no new customers participate in the program after year 5.<sup>51</sup> While Ameren Missouri paints this assumption to produce revenues for non-participating customers, what it actually does is fails to take into consideration program costs and realistic expectations for the program instead.<sup>52</sup>

Ameren Missouri's participation projection<sup>53</sup> for the program is based, at least in part, on customer surveys conducted over time among a specific group of customers who agreed to supply feedback to the utility.<sup>54</sup> However, the survey results also asked the customers about the costs of such a program that potential participants would be willing to pay.<sup>55</sup> In their responses customers said they would be willing to pay around \$5.08 for the program, according to Ameren Missouri witness Byrne.<sup>56</sup> Customers showing interest in participating in a surge protection program for approximately \$5 a month is very different from interest in participating in a program for approximately \$10 a month as proposed by Ameren Missouri. Staff is not certain that the assumed customer participation numbers based on the surveys are even reliable, considering they only

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<sup>50</sup> Ex. 7. Coffey Rebuttal P. 3.

<sup>51</sup> Ex. 13, Lange Rebuttal P. 21.

<sup>52</sup> Ex. 13, Lange Rebuttal P. 21.

<sup>53</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 1.

<sup>54</sup> Ex. 17.

<sup>55</sup> Ex. 17.

<sup>56</sup> Tr. 75:6.

include a very small subset of Ameren Missouri customers.<sup>57</sup> Staff could not determine that the survey participants reflect a diverse cross-section of the Company's customer base.<sup>58</sup> Add to that the fact that customers showed interest in participating in the program at half the monthly cost for which Ameren Missouri intends to provide the program and Staff cannot fathom how the surveys remotely justify the assumed participation numbers.<sup>59</sup> And those assumed participation numbers are required to produce the revenues that Ameren Missouri postulates the program will yield.<sup>60</sup>

Chairman Silvey justifiably raised a concern that the Commission may find that the program is imprudent when it reviews the outcome approximately three years from now in Ameren Missouri's next projected general rate case.<sup>61</sup> Ameren Missouri in response proposes that the Commission should require it to file a report reflecting the financial analysis of the first three years of the program.<sup>62</sup> However, even if the Commission orders Ameren Missouri to discontinue the program in the next general rate case, customers will still be at the mercy of the hopeful assumptions that Ameren Missouri has made in support of this program during the first three years, and potentially even for the full 15-year life of the surge protection devices depending on the devices' inclusion in rate base and their depreciation treatment.<sup>63</sup> If a prudency adjustment would need to be made, it would be imperative for Staff that the accounting designations proposed in its testimony and *Initial Brief* be in place in order for Staff auditors to remove the correct amounts from the cost of service.<sup>64</sup>

## **Conclusion**

The Commission should not find that this proposed surge protection program falls within the Commission's jurisdiction of a regulated program, and should not allow it to be offered on a regulated basis in any event. As stated previously, the program is not connected to the provision of electric service in the sense considered by the statute, even if the device is attached to the meter; considering Ameren Missouri is barely even

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<sup>57</sup> Ex. 17; Ex. 9, Ferguson Rebuttal Pp. 9-10..

<sup>58</sup> Ex. 17.

<sup>59</sup> Tr. 75:6.

<sup>60</sup> Ex. 13, Lange Rebuttal P. 21.

<sup>61</sup> Tr. 75:5-7.

<sup>62</sup> *Initial Post-Hearing Brief of Union Electric Company d/b/a Ameren Missouri*, P. 4.

<sup>63</sup> Ex. 9, Ferguson Rebuttal Pp. 5, 16.

<sup>64</sup> *Staff's Initial Brief* P. 15; Ex. 9, Ferguson Rebuttal P.6.

responsible for any management of the program, it causes risk to all Ameren Missouri customers, it is confusing and has the potential to create ill will among customers towards Ameren Missouri as a result, and the proposed tariff lacks the necessary information to clarify the program's details. Those reasons alone are sufficient to reject the program. The only benefits the Company can point to are revenues resulting from the overcharge of participating customers (as customer electric rates are based on cost of service ratemaking and this program is not cost based) and surge protection comparable to that received from an over the counter device purchased at the hardware store. As Staff witness Lange clearly stated, "I am not aware of any justification to overcharge participants in a utility program for the benefit of nonparticipants."<sup>65</sup> The Commission should also find that this is unjustified and reject Ameren Missouri's proposal.

Respectfully submitted,

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<sup>65</sup> Ex. 13, Lange Rebuttal P. 19.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First Class United States Postal Mail, postage prepaid, on this 25<sup>th</sup> day of May, 2021, to all counsel of record.

**/s/ Whitney Payne**