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BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS  
EVIDENTIARY HEARING

Nancy Hurt,	)	
Complainant,	)	
v.	)	File No. EC-2024-0108
Union Electric Company d/b/a	)	
Ameren, Missouri,	)	
Respondent.	)	

Tuesday, August 20, 2024  
9:00 a.m. - 5:03 p.m.  
Via WebEx

VOLUME III

JOHN CLARK, Presiding  
SENIOR REGULATORY LAW JUDGE

KAYLA HAHN, Chair  
MAIDA J. COLEMAN, Commissioner  
JASON R. HOLSMAN, Commissioner  
GLEN KOLKMEYER, Commissioner  
JOHN MITCHELL, Commissioner

Stenographically Reported By: Colin Wallis

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18 Lindsay VanGerpen (#71213)  
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23 Present Pro Se: Nancy Hurt  
24  
25

\* \* \* \* \*

(Hearing started at 9:00 a.m.)

JUDGE CLARK: All right, let's go on the record. Good morning. Today is August 20th of 2024, and the current time is 9:00 a.m. The Commission has set aside this time today for an evidentiary hearing in the case of Nancy Hurt complainant versus Union Electric Company doing business as Ameren Missouri, Respondent, and that is file number EC-2024-0108.

My name is John Clark. I'm the regulatory judge overseeing the proceeding today. The Commission is composed of chair Kayla Hahn and Commissioners: Maida Coleman, Jason Holsman, Glen Kolkmeier and John Mitchell. They will be listening in today at various times.

Before we start, I'm going to say while the Commission is an administrative body and not a court, we do try, as much as possible, to provide the appropriate due process as a court would. I'm going to start by asking counsel for the parties to enter their appearance for the record, starting with Nancy Hurt.

Now, Nancy Hurt, you're the complainant, but you are self-represented; is that correct?

1 MS. HURT: Excuse me, yes, I am.

2 JUDGE CLARK: Okay, thank you on, Ms.  
3 Hurt. On behalf of the Commission Staff.

4 MS. KERR: My name is Carolyn Kerr. I'm  
5 an attorney for the Staff.

6 JUDGE CLARK: Thank you, Ms. Kerr. On  
7 behalf of the Office of the Public Counsel.

8 MS. VANGERPEN: Lindsay VanGerpen on  
9 behalf of OPC.

10 JUDGE CLARK: Now, there were no  
11 interventions in this case; is there anybody I  
12 missed? Are there any preliminary matters or  
13 pending motions that need to be taken up at  
14 this time? I hear none. Now, Ms. Hurt, can  
15 you hear me?

16 MS. HURT: I can.

17 JUDGE CLARK: You have the burden of proof  
18 in this case since it's your complaint. I'm  
19 going to allow each party to make a brief  
20 opening statement. I will start with you  
21 Ms. Hurt. An opening statement is not evidence  
22 in the case. An opening statement is to  
23 provide myself and the Commission with kind of  
24 an overview of how you see the case. I like to  
25 keep these relatively brief because you will

1 have an opportunity when you testify on your  
2 own behalf, and you will be testifying first.  
3 You'll have an opportunity to tell me what you  
4 want to tell me subject to any objections by  
5 attorneys. Do you understand?

6 MS. HURT: I do. As long as I'm as  
7 representing myself, do I get to object to any  
8 other testimony along the way?

9 JUDGE CLARK: Yes, you -- since you are  
10 representing yourself, and you're standing kind  
11 of in the role of your own attorney, yes, you  
12 may make objections.

13 MS. HURT: Thank you.

14 JUDGE CLARK: When anybody makes an  
15 objection, if testimony is going on, I would  
16 like everybody to stop until I have ruled on  
17 such objection, okay?

18 MS. HURT: Okay.

19 JUDGE CLARK: Now, I am going to say,  
20 Ms. Hurt, you are a customer of Ameren  
21 Missouri, and under the Commission's rule 20  
22 CSR 4240-2.135, customer specific information  
23 is generally confidential unless it is waived.  
24 You understand that the information that you  
25 provide today in your testimony orally, you're

1 waiving confidentiality as to that? Do you  
2 understand that?

3 MS. HURT: Yes, I do.

4 JUDGE CLARK: Okay. If there are matters  
5 that need to remain confidential, at any time,  
6 we can do what's called going in camera. Going  
7 in camera is basically where we isolate some  
8 things so it doesn't go out to people who are  
9 not authorized to hear the information. So I'm  
10 relying on the parties to let me know if we're  
11 crossing the line into information that should  
12 be kept confidential, and I will happily go in  
13 camera to address that information; is that  
14 understood?

15 MS. HERNANDEZ: Yes, sir --

16 MS. HURT: I -- excuse me.

17 JUDGE CLARK: Why don't we start with Ms.  
18 Hurt, and then I'll go to Ms. Hernandez. Ms.  
19 Hurt, go ahead.

20 MS. HURT: Thank you. As long as you -- I  
21 don't know all of the previous confidential --  
22 generally confidential statements that could be  
23 made that you may not want to allow, so please  
24 interrupt me if I overstep that general  
25 confidential line, please.

1 JUDGE CLARK: If I recognize them, I  
2 certainly will or I will certainly remind you  
3 of them; but, like I said, that privilege is  
4 yourselves to waive so if you put the -- if you  
5 talk about it and you don't ask me to go in  
6 camera, I'm going to assume that you waived as  
7 to that. What I would caution about is, you  
8 may not want to put your address, phone number,  
9 Social Security number, anything like that out  
10 there in testimony where others might hear it.  
11 Okay?

12 MS. HURT: Okay.

13 JUDGE CLARK: All right. Ms. Hernandez?

14 MS. HERNANDEZ: Yes, Judge. I apologize  
15 if I missed you asking me for my entry of  
16 appearance, but I didn't announce that I was  
17 here on behalf of Ameren Missouri.

18 JUDGE CLARK: I believe I forgot to ask  
19 you, so thank you for reminding me. I will  
20 note the record that Jennifer Hernandez is here  
21 as counsel for Ameren Missouri. Thank you very  
22 much for bringing that to my attention. I  
23 indicated I would allow for brief opening  
24 statements, starting with Ms. Hurt. Ms. Hurt,  
25 if you would like to go ahead and give your

1 opening statement?

2 MS. HURT: Would you like me to first give  
3 a brief bio of who I am?

4 JUDGE CLARK: That is entirely up to you  
5 if you want to include that as part as of your  
6 opening statement.

7 MS. HURT: I would like to include that,  
8 thank you.

9 OPENING STATEMENT OF MS. HURT:

10 MS. HURT: My name is Mrs. Nancy Hurt,  
11 H-u-r-t. For 13 years, I have been learning  
12 what my purpose would be after my husband  
13 passed after he was diagnosing with extended  
14 small cell carcinoma.

15 After I graduated from the University of  
16 Iowa, I primarily worked as a customer service  
17 rep and account executive telecommunications  
18 field. I contracted as a part-time and  
19 full-time licensed realtor and had my own  
20 master accredited home staging business before  
21 retiring in 2020.

22 I trained and volunteered, representing  
23 abused and neglected children as a CASA for the  
24 state of Iowa for several years; that's a  
25 court-appointed special advocate. I also



1 volunteered with my husband's local VFW post  
2 over multiple years. I purchased this cabin  
3 for purposes of a part-time retirement property  
4 for its peaceful and private setting on  
5 September 23rd, 2022. The same day 22 years  
6 earlier my husband and I were married.

7 Thank you all for hearing my testimony.  
8 My reflections on these unconscionable events,  
9 as well as my suggestions for the court, the  
10 OPC and the MOUC to reconsider the policy  
11 effects the tariffs you mentioned earlier  
12 imposes on Ameren Missouri's customers to  
13 change this opt-out issue into a nonissue for  
14 all involved. I do not want what happened to  
15 me to ever happen to another individual ever  
16 again. And with your permission, Your Honor, I  
17 give my position statement now.

18 JUDGE CLARK: Go right ahead, Ms. Hurt.

19 MS. HURT: I willingly share my personal  
20 testimony because a giant of an essential  
21 services electricity provider was given the  
22 approval, through a regulated tariff, monitored  
23 by my peers at the MOUC, whose staff expert  
24 provide interpretation of the relevant  
25 administrative law and granted Ameren Missouri

1 the capability to arbitrarily void a bilateral  
2 verbal contract after target marketing a  
3 postcard campaign for a opt-out choice directly  
4 to me.

5 I chose to opt out. It was after I made  
6 this choice, I was then told I would need to  
7 pay a \$100 fee along with a \$40 monthly fee to  
8 make no changes to my existing service. I  
9 recall that I sought that had to be either a  
10 mistake or a scam or illegal I thought at the  
11 time. Ameren Missouri then followed very  
12 specific and multiple notifications and policy  
13 rules and eventually chose to shut off my  
14 electricity at the transformer.

15 Ameren Missouri Regulation Department,  
16 after my complaint filing was in the  
17 investigation phase claimed one, they adhered  
18 to a tariff, that I refuse multiple different  
19 meters to be installed, and, three, I would  
20 need to pay a monthly opt-out fee for refusing  
21 a new meter, which I did not order; I did not  
22 seek out; I did not need; I did not want nor  
23 request.

24 Ameren Missouri requested prior to my  
25 formal complaint filing, my personal and

1 private medical details on a form for their  
2 records after they intentionally shut my  
3 electricity power off. On September 26th  
4 through September 29th, 2023, fully aware I was  
5 paid in full in my invoice billing.

6 They have recorded my phone calls without  
7 sharing their transcripts with me but shared  
8 them with MOUC Staff voluntarily prior to this  
9 hearing. I bring my story to MOUC because I  
10 chose to keep my existing working meter. I did  
11 not need or request it to be replaced. It is  
12 still in working order. What I objected to was  
13 unendingly paying for a line item in my monthly  
14 electric bill for something, as I stated  
15 earlier, I did not seek, request, want or need.

16 I believe then and I believe now, it is a  
17 form of unjust enrichment for Ameren -- excuse  
18 me, Ameren Missouri, as held by Union Electric  
19 Company and its shareholders are the  
20 beneficiaries. I essentially was being ordered  
21 to purchase something against my will. This is  
22 an unacceptable overreach, which is not in the  
23 best interest of a private property owner such  
24 as myself.

25 I claim the tariff as written is

1 overreaching in its policing power of the  
2 enforcement penalty, while using an innocuous  
3 descriptor phrase to opt out is, on its face,  
4 misleading, as it actually used to describe the  
5 type of consumer of essential services. If I  
6 could continue, Your Honor?

7 JUDGE CLARK: Please go ahead.

8 MS. HURT: To opt out is essential  
9 services -- is an essential services realm I  
10 have now learned is a defaming tool and  
11 labeling mechanism. Is it a line item  
12 identifier in their customer records. It is a  
13 pass through corporate tax that the MOUC  
14 approved without legislator authority.

15 Because of Ameren Missouri's actions, I  
16 now fear retribution. It may not come from  
17 them, but, again, they have shown me they  
18 utilize third parties for obfuscation to avoid  
19 transparency and to enforce their ability to  
20 end essential services to private property  
21 owners. It is a misleading marketing tool  
22 subject to fines according to the Missouri  
23 Consumer Protection Laws. The term "opt out"  
24 is unclear and defaming. It is used to  
25 describe a particular electric service

1 customer.

2 It means, according to researchers, to  
3 remain anonymous, to be not used for marketing  
4 purposes. I do want my personal private data  
5 of any kind to be shared to a third party,  
6 unless I choose so. Apparently, this opt-out  
7 value is now at \$40 per month unendingly,  
8 according to the tariff. Likewise, it  
9 misrepresents to the consumer a myriad of  
10 unknown complexities not specifically expressed  
11 in the MOUC expert reviewed tariffs.

12 Anyone stating I will eventually have to  
13 have a SMART meter, so I should just pay this  
14 unending monthly fee for nothing, charge must  
15 be using a crystal ball and predict the future,  
16 too. Ameren Missouri made an overreach and  
17 unconscionable and intentional business  
18 decision to use their employees for police  
19 powers not legally granted to them by the MOUC.

20 I knew nothing about this tariff when I  
21 began service with Ameren Missouri. They did  
22 not nor do they send their new customers their  
23 general provisions or terms of service changes  
24 or amendments impacting a customer at the time  
25 they start the service. I refer to Ameren

1 Exhibit PDF sent last night. Nor does MOUC  
2 require them to do so when disconnection  
3 guidelines are authorized.

4 Their decision to dance around a boatload  
5 of notification policies wasting good people's  
6 time, including my time, all based on a  
7 provisional tariff, subjecting a zero balance  
8 due paid-in-full customer to undue stress and  
9 distress when they knowingly hired an outside  
10 contractor to direct target me through the mail  
11 and correspond with me with misleading  
12 marketing material.

13 I still worry about their potential for  
14 retribution for standing up for my unknown  
15 administrative-approved wrong. This  
16 overreaching, unnecessary tariff has  
17 effectively awarded Ameren Missouri policing  
18 powers, demanding unjust enrichment for an  
19 essential services provider.

20 The MOUC with expert review erroneously  
21 approved this tariff to the detriment of the  
22 very people they support. How does this tariff  
23 meet their mission statement or vision  
24 statement as published on their website? I  
25 have many supporting documents for MOUC to

1 consider during this hearing of my testimony.

2 Thank you, Your Honor.

3 JUDGE CLARK: Thank you, Ms. Hurt. Are  
4 there any questions from Commissioners at this  
5 time? I hear none. Ms. Hurt, you said MOUC,  
6 and I assume that you're referring to the  
7 Missouri Public Service Commission, correct?

8 MS. HURT: I am, Your Honor. It was my  
9 way of shorting the length of my opening  
10 position statement.

11 JUDGE CLARK: That's absolutely fine.  
12 It's just not a -- it's not an acronym I've  
13 heard before for the Commission. Usually the  
14 most common acronym for the Commission is PSC  
15 for the Public Service Commission but --

16 MS. HURT: Oh, would you like me to  
17 substitute that moving forward?

18 JUDGE CLARK: If you could, I think that  
19 would be easier in terms of my understanding,  
20 but I will certainly make a note that where you  
21 use MOUC that you mean Commission.

22 My next question is, you indicated  
23 provisional tariff. What do you mean by  
24 provisional tariff?

25 MS. HURT: My understanding is that it

1 refers to the general provision that Ameren  
2 uses to justify their business model. They use  
3 the term general provision in the document that  
4 they provided me in a PDF, sent last night,  
5 August 9th.

6 JUDGE CLARK: Okay. And I'm going to just  
7 cover this really quickly because we covered  
8 one of these items during the procedural  
9 conference. I've explained to you before that  
10 the Commission cannot grant a monetary award;  
11 do you understand that?

12 MS. HURT: I do.

13 JUDGE CLARK: Okay, and since you are  
14 challenging or we're talking about a tariff in  
15 this case, you understand that a single  
16 individual cannot initiate a rate case before  
17 the Commission?

18 MS. HURT: I am aware of that. My  
19 position is --

20 JUDGE CLARK: Or a single customer, allow  
21 me to say it that way.

22 MS. HURT: Right. That's the purpose of  
23 the MO -- of the PSF.

24 JUDGE CLARK: PSC.

25 MS. HURT: I think when I -- PSC, I'm



1     sorry, I wrote it down wrong. Of course. My  
2     goal is that any existing customers of Ameren  
3     Missouri that have been paying this opt-out  
4     fee, that ultimately they can be reimbursed.  
5     I'm really -- I'm really adamant in that. I  
6     think all opt-out choice customers have been,  
7     basically, paying for the opt-in customers.  
8     That's my opinion at this point. I understand  
9     the MO -- what the PSC has done, but no matter  
10    how definitions are made to legally define "opt  
11    out", it means to choose.

12           JUDGE CLARK: Okay, thank you. Any  
13    opening statement from Ameren Missouri?

14           MS. HERNANDEZ: Yes, Your Honor.

15           OPENING STATEMENT BY MS. HERNANDEZ:

16           MS. HERNANDEZ: Good morning. The matter  
17    before the commission today is whether Ameren  
18    Missouri can disconnect service or deny service  
19    when a customer is not meeting one of its  
20    customer obligations; and that's being accessed  
21    to the company-owned meter.

22           In accordance with Commission-approved  
23    electric tariffs, Ameren Missouri allows  
24    customers receiving residential service, like  
25    Ms. Hurt, the option of refusing installation

1 of remotely-read metering, but the nonstandard  
2 metering equipment, a manual meter read, and  
3 those customers are charged opt-out charges  
4 billed accordingly to the company's tariff.

5 Ms. Hurt does not want a smart meter or  
6 an AMI meter, but also she does not want to pay  
7 the fees for the meter reading and meter  
8 installation of the nonstandard meter. Staff  
9 completed an investigation in this matter, and  
10 then made several recommendations in terms of  
11 denial of service letters that Ameren provides  
12 its customers.

13 There's to be a distinction made in this  
14 case as Ameren was proceeding with Ms. Hurt  
15 under disconnection of service versus denial of  
16 service. But we have made those revisions to  
17 the denial of service letters as proposed by  
18 Staff. We even went a step further and  
19 included those safety additional provisions in  
20 our disconnection notices, letters, that go to  
21 customers even though the rule does not require  
22 it. So we went a step further and added those  
23 safety -- those certain statements in the  
24 disconnection letters that are sent as well.

25 Staff also recommended that Ameren

1 Missouri file a revised tariff regarding a  
2 definition for nonstandard meter types. Ameren  
3 Missouri has done that and filed a proposed  
4 revised tariff in its current electrical case.

5 Today, Ameren Missouri has two witnesses  
6 for the Commission, and the Commission can ask  
7 these witnesses questions. We have Ms. Aubrey  
8 Krcmar, who is the regulatory liaison, and  
9 Mr. John Herron, who is the manager of the  
10 smart meter engineering. I would encourage any  
11 of the Commissioners online to ask questions if  
12 they have them. And as part of this hearing,  
13 we would just ask the Commission to direct  
14 Ms. Hurt to decide which meter type she would  
15 like to use so that Ameren can proceed  
16 accordingly. Thank you.

17 JUDGE CLARK: Are there any Commission  
18 questions for Ameren Missouri? I hear none.  
19 Oh, I'm sorry. Did I hear somebody? I hear  
20 none.

21 COMMISSIONER HOLSMAN: No questions. No  
22 questions, Judge. Commissioner Holsman.

23 JUDGE CLARK: Thank you, Commissioner  
24 Holsman. I don't have any questions for you  
25 either at this point, Ms. Hernandez. Does

1 Staff wish to make a brief opening statements?

2 MS. KERR: Yes, thank you.

3 OPENING STATEMENT BY MS. KERR:

4 MS. KERR: Good morning. May it please  
5 the Commission. As we've discussed, this case  
6 came to the Commission's attention when  
7 Ms. Hurt filed a formal complaint alleging that  
8 Ameren disconnected her current electric  
9 service even though she was current on her bill  
10 payments.

11 She did not want Ameren's new smart meter  
12 to be connected to her house. She did want to  
13 not pay the company's \$100 opt-out fee and then  
14 be billed \$40 per month for not having the new  
15 meter on her house. Ms. Hurt refused to pay  
16 the company to replace her current meter with  
17 the new smart meter or a refurbished  
18 nonstandard meter and let her keep the meter  
19 she already had on her house.

20 She alleged that Ameren unfairly  
21 disconnected her service. Ms. Hurt currently  
22 wants Ameren to keep her existing AMR meter and  
23 have Ameren manually read it like a nonstandard  
24 meter and not charge any added fees on her  
25 electrical bill for opting out of Ameren's

1 smart meter program.

2 When Staff received Ms. Hurt's complaint,  
3 it looked at Ameren's filed tariffs to see if  
4 it followed its own tariff language. Staff  
5 found that Ameren was approved to change out  
6 all of the meters in Ms. Hurt's service area  
7 from the AMR meters to new smart meters, and  
8 according to a stipulation agreement entered  
9 into by Ameren, the company was authorized to  
10 charge a one-time fee of \$100 and a \$40 monthly  
11 charge to customers who opted out of smart  
12 meters installed at their homes.

13 Staff found that Ameren was doing what it  
14 was bound to do, although it could have  
15 explained the difference between what it meant  
16 by standard and nonstandard meters more clearly  
17 in this tariff filing language.

18 Staff also reviewed Commission regulations  
19 to see Ameren followed the rules when they  
20 disconnected her service. The Commission Rule  
21 20 CSR 4240.13.035 deals with the denial of  
22 service and when companies can connect or  
23 disconnect service to their customers as it  
24 relates to remote reading opt outs.

25 Staff determined that, again, Ameren

1 followed the process set forth in regulation to  
2 do so with regard to Ms. Hurts' service. Staff  
3 did note, however, that the notice sent to  
4 Ms. Hurt telling her about the disconnection  
5 violated the regulation two ways. It did not  
6 include the information in Spanish and it  
7 failed to satisfactorily inform her that if her  
8 problem could not be adequately resolved, she  
9 could contact the PSC.

10 When Ameren was notified of the issues  
11 Staff found related to those disconnection  
12 notices and the tariff language, it signaled  
13 its willingness to make changes to its notices  
14 and its tariff. Staff worked with Ameren on  
15 those changes, and Staff witness Claire Eubanks  
16 is here to testify and answer questions about  
17 those issues.

18 With regard to the monetary damages and  
19 penalties, as you stated, Judge, the Commission  
20 is a regulatory body of limited jurisdiction  
21 without the authority to grant such relief.  
22 The Commission can only determine if the  
23 utility followed the law. Staff witnesses  
24 Tammy Huber and Claire Eubanks will be here to  
25 testify about their investigation and explain

1 the rules and tariffs Ameren is bound to  
2 follow. They can answer questions related to  
3 how those tariff regulations apply to  
4 Ms. Hurt's situation, what Ameren has done  
5 since this case began to resolve some of the  
6 issues raised by Staff.

7 Ms. Eubanks can also explain some of the  
8 differences between the types of meters  
9 relevant to this case and its history leading  
10 up to the new smart meter installations.

11 In closing, Staff's investigation found  
12 that Ameren did not violate Missouri law or  
13 regulations or its own tariffs when it  
14 disconnected Ms. Hurt's electric service  
15 related to the remote meter -- meter reading  
16 opt out when Ms. Hurt refused to pay the  
17 opt-out one-time fee and monthly charge. Staff  
18 did find, however, that the disconnection  
19 notice violated 20 CSR 424,013.035 Sub 1(C)2(D)  
20 and (E) by failing to include certain language,  
21 and that Staff's -- that Ameren's tariff should  
22 be revised to clarify the definitions of  
23 standard and nonstandard meter types.

24 Otherwise, I would be happy to answer any  
25 questions. Thank you.

1 JUDGE CLARK: Are there any Commission  
2 questions for Staff? I hear none.  
3 I'm actually going to save my questions for  
4 your witness.

5 MS. KERR: Okay.

6 JUDGE CLARK: Thank you, Ms. Kerr. Would  
7 Public Counsel like to make an opening  
8 statement?

9 MS. VANGERPEN: Not at this time, Your  
10 Honor. Thank you.

11 JUDGE CLARK: Thank you. Ms. Hurt, you're  
12 going to be testifying on your behalf; is that  
13 correct?

14 MS. HURT: I am.

15 JUDGE CLARK: Okay. I'm going to go  
16 ahead, and do you have any questions before I  
17 allow you to testify?

18 MS. HURT: I do. I was wondering if I  
19 could present the bulk of my testimony  
20 hear today, and then continue it tomorrow as we  
21 have scheduled this for tomorrow as well. Is  
22 that something that is -- that you would  
23 consider or should I just read everything I  
24 have?

25 JUDGE CLARK: That's not usually the way



1 it's done. Usually a complaint hearing is  
2 generally one day. I set a second day for this  
3 one because I thought it might need it but --

4 MS. HURT: Okay.

5 JUDGE CLARK: But really your  
6 opportunity -- you should testify as to  
7 everything you want to testify to now. You  
8 will have an opportunity to, as it was said  
9 before, object to evidence that you believe is  
10 objectionable. You also will have an  
11 opportunity to question the other parties'  
12 witnesses.

13 MS. HURT: All right, thank you.

14 JUDGE CLARK: Okay. At this time, I'm  
15 going to go ahead and swear you in.

16 (Nancy Hurt sworn.)

17 JUDGE CLARK: Thank you. And you may go  
18 ahead and offer your testimony at this time.  
19 And, basically, Ms. Hurt, this is your chance  
20 to kind of walk the Commission through this  
21 story of, basically, what happened; why you  
22 think it happened; why you think it's  
23 inappropriate; and any supporting evidence that  
24 you wanted to offer.

25 As I've indicated before, if there is an

1 objection while you are testifying, please stop  
2 and wait for me to rule on the objection, okay?

3 MS. HURT: Yes, I will do my best.

4 JUDGE CLARK: Okay, thank you, Ms. Hurt.

5 What you would like to tell the Commission?

6 MS. HURT: I do have many supporting  
7 documents for the PCS -- PSC, excuse me, to  
8 consider during this hearing of my testimony,  
9 thank you.

10 DIRECT TESTIMONY BY MS. HURT:

11 MS. HURT: Here are the sequence of  
12 events, I unconscionably endured. May of 2023,  
13 I received in May a postcard promoting and  
14 offering an opt-out choice for voluntary  
15 customer decision regarding a meter replacement  
16 program. I called the toll-free number, told  
17 the rep I would opt out of the meter  
18 replacement offer. I thought that's all I  
19 would need to do.

20 I was curious who I was speaking to, so I  
21 then asked and they told me they were hired on  
22 behalf of Ameren Missouri. I learned from the  
23 contract representative, I would need to agree  
24 to a \$100 time fee and \$40 additional per month  
25 fee to opt out to keep my working meter in

1 place. I remember giving a small laugh and  
2 said, no, I would not pay that after I  
3 mentioned a brief conversation where I  
4 mentioned communistic tactics or such. I  
5 tossed the postcard into the garbage after the  
6 call because I actually thought this was a scam  
7 attempt and went on with my day.

8 They called back. As I recall, a short  
9 discussion was had, and I said no again. They  
10 then left me a voicemail as I recall, and,  
11 again, and I, again, couldn't determine their  
12 persistence or purposeful need for a second  
13 determination of my simple choice. I recall at  
14 this time an odd feeling of intimidation when I  
15 verbally opted out previously.

16 I ignored a second voicemail I received,  
17 because I was cognizant of an intentional  
18 pressure campaign imposed on me by the outside  
19 contractor as directed toward me on behalf  
20 of Ameren Missouri. I was a paid-in-full  
21 compliant customer and would often check the  
22 meters operability.

23 Even though Ameren Missouri spelled my  
24 name wrong on my billing statement from the  
25 get-go, I still willingly paid my monthly

1 electrical essential service bill, keeping a  
2 verbal contract, nonvoidable, or so I thought.  
3 This is the first unconscionable event I  
4 endured.

5 August and September of 2023. Over this  
6 time, three unannounced Ameren technicians came  
7 to my property. Two techs parked their trucks  
8 between ten to twenty feet in front of my car's  
9 overhead garage door. I informed all three of  
10 them, I opted out of the new meter program. I  
11 don't need it. The first tech said he was  
12 there to have the alternative AMR meter, or the  
13 NSM installed. I quote his words here, "See,  
14 Ms. Hurt? It says NSM. That means not a smart  
15 meter" as I was condescendingly told it was  
16 called by him.

17 I recalled telling him no. I declined,  
18 and to let his supervisor know I declined  
19 through an opt-out call I made. At that time,  
20 I still wasn't aware of any specific meter  
21 differences except one marked as "smart"  
22 by Ameren Missouri a lot -- referred to. I  
23 suggested I could take a picture of the  
24 existing meter reading and send or text it to  
25 him if that it was an option or necessary to

1 save him driving to the property.

2 Some days later, the second Ameren  
3 Missouri tech drove up, knocked on my door,  
4 asked my name and intentionally attached a  
5 bright green doorknob fob labeled Ameren  
6 Missouri. After-- he put that on my doorknob  
7 after he wrote "refused" on the doorknob fob,  
8 then he hung it on my front door handle and  
9 left. I believe this front door derogatory  
10 placement method was used similarly in earlier  
11 times in history to identify problem people, if  
12 you will.

13 That is how it affected me. I was really  
14 appalled by that. He intentionally put an  
15 Ameren Missouri public announcement material on  
16 my private property without discussing anything  
17 about meters, but to confirm, I chose to opt  
18 out and refused the new meter program. I said  
19 yes; I opted out.

20 If I would have known Ameren Missouri was  
21 intending to place me at risk with a loss of  
22 essential electrical service, I would have  
23 contacted the PSC at that time. I was very  
24 offended and appalled by this overreaching  
25 notification gesture.

1           On September 29th, 2023, a third tech shut  
2 my electricity off mid-morning after a very  
3 barely audible tap on my private property front  
4 door, and a brief conversation confirming my  
5 name and address, he announced he was there to  
6 shut the electricity off. I asked him  
7 repeatedly, why are you doing this if I'm  
8 current in my billing? Does my meter work?  
9 What is really going on here?

10           He told me he was instructed to not speak  
11 to me. I walked to the transformer where he  
12 parked with his diesel truck engine running,  
13 which I remember being hot, and in my  
14 frustration, finally upset enough, I suggested  
15 to him, you realize this is a crime against  
16 humanity, right? And I walked away, back to my  
17 property absolutely appalled. This was a  
18 result of my opting out. This was intentional,  
19 but I did not comprehend how this man could  
20 intentionally shut a paid-in-full customer's  
21 service off. How could a company intentionally  
22 shutting off my electric service then ever  
23 induce me to even want to opt-in?

24           Then I realized I refused to pay-to-play.  
25 With permission, Your Honor, I have a

1 testimonial event that occurred outside of the  
2 context of this hearing. It has to do with a  
3 different contractor coming to my property.

4 Can I relay that as relevant testimony here?

5 JUDGE CLARK: Can you tell me briefly what  
6 it is, so the other parties have an opportunity  
7 to object if they want?

8 MS. HURT: Yes, I witnessed another  
9 business' service company's utility truck on my  
10 private driveway, and they took a look at the  
11 transformer, and I thought it might be relevant  
12 here today.

13 JUDGE CLARK: When you're --

14 MS. HURT: Sorry --

15 JUDGE CLARK: Well, why don't you go ahead  
16 and testify, and we'll see if there are any  
17 objections.

18 MS. HURT: Fair enough.

19 JUDGE CLARK: So why don't you go ahead  
20 and start talking about that?

21 MS. HURT: It's short but it's  
22 interesting. I have never spoken of this next  
23 aspect of my journey to anyone at the PSC. At  
24 some point within weeks of purchasing my  
25 property, I witnessed another business' service

1 company's utility truck drive down my private  
2 driveway, turned around and park next to the  
3 transformer along my driveway heading out. He  
4 got -- this is -- I'm giving you all the  
5 evidence. He got out, looked around, he -- he  
6 urinated along my driveway, and then he got  
7 back to the back to the driver's side of the  
8 truck and put a heavy coat on. He walked to  
9 the passenger side of the truck, opened and  
10 shut a utility door, got back in his truck and  
11 left.

12 This was not an Ameren Missouri utility  
13 truck. About two weeks later, early in the  
14 morning, I was in my garage and heard some loud  
15 machine that sounded very close. So I opened  
16 the overhead garage door to see what was going  
17 on.

18 The same company had a trench-digging  
19 machine operating at the down sloping northwest  
20 side of the property driveway. I walked up to  
21 one of the three men and motioned for him to  
22 stop their machine digging along my driveway  
23 and asked, what you are doing here? They said  
24 they were installing the cable I ordered. I  
25 told them to quit digging; I did not order any



1 cable service and will not be needing any or  
2 using any cable service at this property. I am  
3 the new owner and let their supervisor know he  
4 can check the county record.

5 So as I looked back, if I would have  
6 ordered their cable service, I would have paid  
7 \$100 setup fee plus \$40 minimum per month. I  
8 found that odd, and I wanted to introduce that  
9 here today.

10 My Direct Testimony continued. I was  
11 perplexed by this nonsense and intentional  
12 Ameren Missouri pressure -- marketing pressure  
13 campaign being imposed on me. I knew nothing  
14 at this time what I was truly up against, but I  
15 knew it was unjust and unjustifiable. I was  
16 targeted, intimidated and deleted by Ameren  
17 Missouri, was all I could determine. Nothing  
18 remotely like this had ever happened to me  
19 before. I felt abused yet determined to right  
20 this wrong.

21 I have struggled many days in the last  
22 year of what is the definition of "opt out"?  
23 It is digital slang for do this or we take your  
24 individual essential service control to live a  
25 peaceful and private property, to live on your

1 property in a peaceful and private manner. I  
2 believe it's simply meant to make a choice.  
3 Even if any actual paper notice prepared by  
4 Ameren was sent me, it was not opened to read  
5 by me as my bills were current, so I just  
6 tossed it as irrelevant junk mail.

7 Nothing I received in the mail from Ameren  
8 Missouri was marked urgent or subject to  
9 disconnect on the envelope or on my paper  
10 invoices. I noticed that Ameren Missouri --  
11 Ameren Missouri's evidence packet they sent on  
12 August 19th does not include the envelope in  
13 their evidence. This is the second  
14 unconscionable event I endured.

15 Soon after Missouri shut my power off and  
16 prior to this court's intervention, I contacted  
17 by phone the Public Service Commission. I  
18 spoke with several staff, then was referred to  
19 Geoff Marke. Then on my request and behalf,  
20 this giant utility corporation was contacted by  
21 him. Geoff informed me he spoke with upper  
22 management at Ameren Missouri. He stated  
23 Ameren Missouri offered me to fill out a  
24 personal and private physical, mental and  
25 behavioral medical needs form. I mentioned I

1 had supplemental items in my fridge and they  
2 could go bad and that was the reason for that  
3 discussion.

4 However, he told me there was no guarantee  
5 they turn my electricity back on. I was told a  
6 licensed physician would not need to sign it,  
7 to just fill it out for them. My determination  
8 was, my personal and private physical and any  
9 social, medical or biological needs or  
10 appliance data is private. No entity,  
11 whatsoever, should be privy to those personal  
12 identifiable details unless I give them my  
13 permission.

14 Geoff emailed me the form to consider  
15 filling out. I refuse to fill out that medical  
16 needs form prepared by Ameren Missouri. This  
17 is when I realized I was being forced to do as  
18 they want, or I would have no electricity. I  
19 chose to file a formal complaint. It made me  
20 ill to think about it.

21 I need to pause for just a moment, Judge?  
22 Okay. Once received and read, I replied by  
23 e-mail to Geoff Marke, I would not fill out  
24 that form. I recall -- I recall replying by  
25 e-mail that all they needed to know was I was a

1 living, breathing human being. The option to  
2 chose to file an informal or formal complaint  
3 was made as quickly as possible by me with  
4 limited online LPE service communication  
5 devices because my tablet and phone was losing  
6 battery power quickly. Also, because of the  
7 frequent amount of phone calls, texts and  
8 searches for the PSC communication assistance  
9 in determining which type of complaint form, et  
10 cetera, this necessitated.

11 All of my time and energy was focused on  
12 what I thought was an error made by Ameren  
13 because my account was paid in full. I had no  
14 idea the PSC had approved a tariff  
15 granting Ameren Missouri a process through  
16 which a policy regulation would be enforceable  
17 legally to allow the electricity to be  
18 intentionally shut off at my property by a  
19 giant utility corporation while paid in full.

20 I subsequently understood I was being  
21 quote, unquote, "extorted", to forever be  
22 labeled an opt-out electricity consumer. Later  
23 in the day on Tuesday, I was unable to --  
24 September 26, I was unable to leave my property  
25 because my car was in my garage and I could not

1 reach the plug-in or reach the release lever to  
2 open my power overhead garage door safely on my  
3 own. I was focusing on the immediacy of  
4 notifying the PSC on a formal  
5 complaint detailing the forced and unjust  
6 circumstances in a respectful manner while  
7 being overwhelmed with the absurdity of their  
8 actions, all because Ameren Missouri had  
9 intentionally just shut my electricity off.

10 I was able to release the lever by  
11 climbing on top of my SUV and carefully sliding  
12 down on Thursday morning. I was not injured; I  
13 just broke a fingernail to the quick while  
14 either opening or closing the door. This is  
15 the third unconscionable event I endured.

16 The ripple effect above was caused, in my  
17 opinion, by a policy position the Missouri  
18 Utility Commissioners made when granting  
19 approval, after reviewing, processing and  
20 objectively determining the specific legal  
21 merits and unjust repercussions placed upon  
22 an Ameren Missouri customer regarding the opt  
23 out phraseology.

24 The PSC allowed a paid-in-full customer to  
25 have their electricity shut off. That was news

1 to me. I had never heard of anything like that  
2 before. This is exactly what the PSC is  
3 supposed to protect the public from.

4 My position is, I did nothing  
5 irresponsible nor violate the terms of our  
6 bilateral verbal contract. Ameren Missouri  
7 does not possess imminent domain or police  
8 powers over my private property. It is granted  
9 to them when the federal court orders it.  
10 There is an easement in place on my property,  
11 and I know what that means.

12 It means I have to provide them access to  
13 the transformer. The MO -- excuse me, the  
14 PSC's earlier ruling in favor of this tariff  
15 should be, I believe, overturned as a policy  
16 error at the least or more so as overreaching.  
17 It allows Ameren Missouri to amend unilaterally  
18 and break a bilateral verbal contract causing  
19 chaotic harm to their own customer as I  
20 explained.

21 I suggest this court require Ameren  
22 Missouri to refund any customer who has paid  
23 this opt-out monthly period, and I give an  
24 exhibit -- I have sent an exhibit to all  
25 parties regarding the Missouri Revisor of

1 Statutes. It should be retroactively  
2 reimbursed by Ameren Missouri because a  
3 customer did not benefit from anything or all  
4 service, and all Ameren Missouri customers  
5 flagged accounts for this recurring fee should  
6 be stopped immediately due to legality reviewed  
7 by this court and/or Commission.

8 This specific tariff details approved --  
9 excuse me, the specific tariff details approved  
10 by the PSC and implemented me as an opt-out  
11 choice consumer and customer violates by its  
12 very definition, consumer protection. No  
13 matter how many definitions are made to legally  
14 define opt out, it needs to choose.

15 To continue on with my direct testimony,  
16 at some point later, I texted a PSC staff  
17 member, Geoff Marke, if I kept my property for  
18 15 or more years, which is my intention, Ameren  
19 Missouri would collect an additional \$480 per  
20 year over 15 years, \$7,200. I can attest the  
21 end result of the Public Service Commission  
22 approval of enforcement and the legality of  
23 this tariff is, if you do opt out and don't  
24 promise to pay us more money, we have the  
25 authority to punish you by shutting your power

1 off here to your private property.

2 \$2,700 is a significant amount. They can  
3 now line item collect and project per opt-out  
4 customer because they are granted a specific  
5 rate of return. So, in my opinion, opt-out  
6 customers are offsetting Ameren Missouri's  
7 investment in opt-in customers. This is  
8 unfair. I need to pause for a second here.

9 JUDGE CLARK: Take your time.

10 MS. HURT: Thank you. The verbal contract  
11 for providing essential service to any customer  
12 is, has been and should remain bilateral and  
13 private and remain in effect without court's  
14 adjudication when there is no balance due from  
15 the customer, period. This tariff is not  
16 representing the best interest of any existing  
17 or future private property owner. There is  
18 intentional disregard of the underlying tenant  
19 of verbal contract law regarding specific  
20 performance. This tariff update also granted  
21 the essential service provider the ability to  
22 impose the opt-out choice customer to unjustly  
23 pay an additional one-time fee of \$100, as well  
24 as an unending perpetual additional \$40 monthly  
25 fee to keep their working meter intact.



1 I certainly offered to read my meter, too,  
2 and give that information to the Ameren  
3 Missouri technician, the first technician I  
4 spoke to. This is not a choice, in my opinion.  
5 It is by definition unconscionable.

6 I will not pay for what I do not want,  
7 need or approve on my private property, nor do  
8 I knowingly consent to any entity, whatsoever,  
9 to capture, manipulate, hold, share, track or  
10 delete my personal and private thoughts, words,  
11 property, biodata of biomovement. In the  
12 process of learning more about the AMI, AMR  
13 nonstandard, I don't know all these different  
14 term of meters, I learned quite a lot about  
15 Wi-Fi, WBAN and personal private entanglement.

16 There's a lot to learn about the  
17 complexity of the International Energy and  
18 Electricity -- IEEE, excuse me. It's I-E-E-E,  
19 802.15.6 Standard and the 802.15.8 et cetera,  
20 and its myriad of interfaced capabilities  
21 within or near a human body; but it needs Wi-Fi  
22 to work at the ultra low frequency, and what a  
23 better way to have a permanently attached  
24 frequently monitoring Wi-Fi signal operating  
25 then on every resident needing electricity. To

1 do it without my permission, is public and  
2 personal data theft.

3 Security and faulty meter issues are the  
4 largest complaints of the AMI customers as  
5 reported by a recent POWERGRID white paper. I  
6 provided that -- I'm sorry. I didn't write  
7 which exhibit number that is here, Your Honor,  
8 but I did provide that POWERGRID white paper as  
9 evidence.

10 JUDGE CLARK: Okay. The --

11 MS. HURT: The Wi-Fi --

12 JUDGE CLARK: Hold on, Ms. Hurt. Do you  
13 want to offer that exhibit as this time?

14 MS. HURT: Well, I sent to  
15 exhibit@psc.gov. If you give me a second, I  
16 can refer back to it.

17 JUDGE CLARK: I have your exhibits in  
18 front of me.

19 MS. HURT: Okay, it's number -- Exhibit 5,  
20 I believe.

21 JUDGE CLARK: I have printed them out. I  
22 am going to say real quick, you referred to  
23 this several times as a court. It is not. The  
24 PSC is an administrative body, and I am a  
25 regulatory law judge. But I have your exhibits

1 in front of me. However, these exhibits, as I  
2 see them, are not currently numbered, so which  
3 exhibit are you referring to me by title? I  
4 will pull it up.

5 MS. HURT: Okay, let me check.

6 MS. HERNANDEZ: Judge, I didn't receive an  
7 e-mail with any exhibits, so I would need to  
8 look at those if she intends to offer them.

9 JUDGE CLARK: Ms. Hurt, did --

10 MS. HURT: I may -- I may --

11 JUDGE CLARK: Did you send --

12 MS. HURT: I may have thought I -- I did.  
13 I may have thought I sent it. I apologize.  
14 I'm trying to review my e-mails here.

15 MS. KERR: I did -- I got them. They were  
16 sent to Adjudication Hearing Exhibits, and the  
17 e-mail, subject line on the e-mail, did have  
18 exhibit numbers.

19 MS. HURT: Yes.

20 MS. KERR: So --

21 MS. HURT: I'm trying to val- -- I'm  
22 trying to validate my --

23 MS. KERR: I think I remember --

24 MS. HURT: Just one second, please.

25 MS. KERR: The WBAN-1, is that the one

1 you're talking about? Ms. Hurt?

2 MS. HURT: It does. It does reference  
3 that. But I also wanted to make sure that you  
4 had the POWERGRID -- it was the POWERGRID  
5 newsletter website.

6 MS. KERR: Okay. The one --

7 MS. HURT: And --

8 MS. KERR: That's one that's "Turning the  
9 Body into a Wire", that was Exhibit 11.

10 MS. HURT: Yes, that was number 11.

11 MS. KERR: Now, which is the other one  
12 you're talking about?

13 MS. HURT: It's from the POWERGRID --  
14 POWERGRID. It's an energy company resource  
15 magazine.

16 MS. KERR: Advanced Research AMI and  
17 Review?

18 MS. HURT: Just one second.

19 JUDGE CLARK: Hold on just one second. I  
20 have got these out of order, bear with me just  
21 a moment. I did find where I do have the  
22 exhibit number e-mails in front.

23 MS. HURT: If I need to, Your Honor, I can  
24 locate it and resend it at a later time?

25 JUDGE CLARK: I don't think that is

1 necessary. Ms. Hernandez, have you been able  
2 to get those yet?

3 MS. HERNANDEZ: I didn't receive an e-mail  
4 from Ms. Hurt.

5 JUDGE CLARK: Okay, Ms. Hurt. Ameren has  
6 a right to challenge your exhibits or to  
7 object, but in order to do so, they need to be  
8 able to look at your exhibits; and they have a  
9 right to do so prior to me ruling on their  
10 admission. And, so, I've got exhibit -- you  
11 were referencing Exhibit 5, right, and that is  
12 "Millions missing out on smart meter benefits  
13 due to faults and poor supplier service, warns  
14 Citizens Advice" is that correct?

15 MS. HURT: At this time, yes. But I do  
16 need to verify the POWERGRID article for  
17 everyone to review, please. Thank you.

18 JUDGE CLARK: Okay. Well, we'll go over  
19 that in a second. Are you able to send  
20 exhibits to Ms. Hernandez?

21 MS. HURT: Yes, I am, but I also contacted  
22 the Public Service Commission's Staff to find  
23 out how to notify everyone that would be  
24 attending the hearing. I was not given any  
25 further instructions that I had to supplement

1 that with directly sending all my evidence  
2 to Ameren Missouri.

3 JUDGE CLARK: Well, I'm sorry that  
4 happened, but as I --

5 MS. HURT: I --

6 JUDGE CLARK: -- indicated, everybody here  
7 today has the same due process rights, which  
8 means Ameren Missouri has a right to  
9 review your exhibits.

10 MS. KERR: And, Judge,  
11 I actually contacted Emily Walthers to get the  
12 exhibits the other day. That's how I got them.

13 JUDGE CLARK: Let's go off the record for  
14 a moment.

15 (Off-the-record discussion.)

16 JUDGE CLARK: Let's go back on the record.  
17 Okay, we are back on the record. We took a  
18 brief break to see that counsel for all the  
19 parties have received Ms. Hurt's exhibit.  
20 Those exhibits have been e-mailed to Ameren and  
21 public counsel. They have indicated that they  
22 would like a little bit of time to look over  
23 the exhibits.

24 With that in mind, it is now 10:04. I'm  
25 just going to round that up to 10:05, and why

1 don't we come back at 10:20, and that will  
2 provide time for the parties to look at the  
3 exhibits. With that, we will go off the record  
4 for a brief recess and return at 10:20. Let's  
5 go off the record.

6 (Wherein, a short recess was taken.)

7 JUDGE CLARK: All right, let's go back on  
8 the hearing record. Okay, we are back on the  
9 record. We took a brief recess so that parties  
10 who had not received exhibits would have an  
11 opportunity to look at them. Ms. VanGerpen,  
12 have you sufficient time to look at the  
13 exhibits?

14 MS. VANGERPEN: Yes, I believe so. Thank  
15 you.

16 JUDGE CLARK: And, Ms. Hernandez, have you  
17 sufficient time to look at the exhibits?

18 MS. HERNANDEZ: Yes, thank you.

19 JUDGE CLARK: I'm going to note for the  
20 record, that we have a number of commissioners  
21 present. The chair of the Commission, Kayla  
22 Hahn, is present. We also have commissioners:  
23 Maida Coleman, Jason Holsman and Commissioner  
24 John Mitchell present. Have I missed any  
25 commissioners? Okay, not at this time.

1 Now, Ms. Hurt, you were testifying. And  
2 you, I believe, were going to offer Exhibit 5;  
3 is that correct?

4 MS. HURT: Excuse me, yes. What I ended  
5 up doing was just now forwarding to the  
6 exhibit@psc.gov, I believe it is, the relevant  
7 article that I wanted to reference and --

8 JUDGE CLARK: Is that Exhibit 14? Is that  
9 a different exhibit?

10 MS. HURT: Yes, it is a different exhibit,  
11 Your Honor. I apologize. I thought I had sent  
12 it in a previous e-mail, and it was not  
13 included. So I included it now if it can be  
14 submitted.

15 JUDGE CLARK: Ms. Walters, would you see  
16 that has been sent to the parties?

17 MS. WALTERS: Yes, it's been forwarded.

18 JUDGE CLARK: Thank you. And has  
19 everybody received it?

20 MS. VANGERPEN: The OPC has received it.

21 MS. KERR: We've received it as well.

22 MS. HERNANDEZ: Yes, I received the e-mail  
23 with the links.

24 JUDGE CLARK: Okay. Are you wanting to  
25 talk about this now, or are you wanting to talk



1 about Exhibit 5, Ms. Hurt?

2 MS. HURT: This is substituting -- well,  
3 excuse me. We can talk about Exhibit 5, sure.

4 JUDGE CLARK: Why don't we do that,  
5 because that might give the other parties an  
6 opportunity to look over Exhibit 14 before we  
7 get to it, and I'd rather not take a break at  
8 this time. So, Exhibit 5, I have "Missing out  
9 on smart meter benefits due to faults and poor  
10 supplier service warns Citizen Advice"; is that  
11 correct?

12 MS. HURT: I'll take your word for it.  
13 I'm trying to locate where I left off with my  
14 testimony, so. Can you repeat that, please?

15 JUDGE CLARK: Absolutely. I have  
16 Exhibit 5; the e-mail indicates, Exhibit 5,  
17 "Millions missing out on smart meter benefits  
18 due to faults and poor supplier service, warns  
19 Citizens Advice." I believe you also stated  
20 that this "Turning the Body Into a Wire" is  
21 part of that; is that correct?

22 MS. HURT: Yes, that's included. I wanted  
23 to bring it to the Commission's attention.

24 JUDGE CLARK: And you're wanting to offer  
25 Exhibit 5 for the Commission's consideration?

1 MS. HURT: Most definitely.

2 JUDGE CLARK: Are there any objections to  
3 admitting Exhibit 5, which is two pieces  
4 "Millions missing out on smart meter benefits"  
5 and "Turning the body into a wire" onto the  
6 record of this case? The evidentiary --

7 MS. HERNANDEZ: Yes, Judge. Yes, Judge --

8 JUDGE CLARK: How --

9 MS. HERNANDEZ: -- Ameren Missouri  
10 objected on the basis of -- it looks like one  
11 of them is a website, so based on foundation  
12 and relevancy. It looks like it's talking  
13 about British homes, so I would say it's not  
14 relevant to the hearing proceed us -- before  
15 us today.

16 JUDGE CLARK: Why would that make a  
17 difference if it were a British smart meter  
18 versus an American smart meter? I mean, if the  
19 general over-under is talking about smart  
20 meters, why does that matter?

21 MS. HERNANDEZ: I think it would -- yeah,  
22 I don't know what their standards are. I don't  
23 know how they're operated. I don't know what  
24 the regulations are in terms of what can and  
25 can't be done in that market. I just think

1 there's a lot of unknowns. Because of just  
2 looking at these exhibits, I can't tell you  
3 that I went through all the details, in what is  
4 in each of those documents, but I think those  
5 are just some of my initial concerns about it  
6 being applicable or relevant to the proceeding  
7 before the Commission.

8 JUDGE CLARK: Okay. Ms. Hurt, what is the  
9 purpose of Exhibit 5?

10 MS. HURT: The purpose of Exhibit 5 is it  
11 falls under the category of the SMART  
12 technology digital world utopia. It's -- it's  
13 an acronym, SMART, and it encompasses existing  
14 technology that can be used to interface with  
15 Wi-Fi electric meters known as AMI. It's  
16 relevant, and I brought -- the only article  
17 that I -- that article did come from England, I  
18 saw that, but it is also interjected some of  
19 the problems that people were -- occurring to  
20 people, and I think it's relevant.

21 I think it has a lot to do with, we can't  
22 just focus on what has happened to me, but we  
23 have to focus on what these meters are capable  
24 of doing. And I bring that to everyone's --  
25 I'm trying to bring that to your attention.

1           JUDGE CLARK: Okay, I'm going to ask a few  
2 questions, a few additional questions in regard  
3 to this, but I'm going to say, this is a  
4 complaint hearing. And as a complaint hearing,  
5 it's governed by Statute 386.390. And that  
6 statute provides that a complaint made be made  
7 by the Commission of its own motion or by  
8 public counsel or by any corporation or person  
9 as it was done in this case, Chamber of  
10 Commerce, Board of Trade, Commercial,  
11 Mercantile Traffic, Agricultural, Manufacturing  
12 Association, and that list goes on, by petition  
13 or complaint in writing, setting forth any act  
14 or thing done or omitted to be done by any  
15 corporation or person in violation, or claimed  
16 to be in violation, of any provision of law, or  
17 of any rule, subject to the Commission's  
18 authority, any rule promulgated by the  
19 Commission of any utility tariff or any order  
20 or decision of the Commission.

21           Before we talk about what appears to be  
22 the benefits of smart meters, as well as, it  
23 appears to be, some potential possible health  
24 detriments from the smart meters, would you  
25 explain to me what it is you're alleging that

1 Ameren Missouri has violated?

2 MS. HURT: The introduction of the  
3 evidence it is the only recourse I have to  
4 introduce the potential overreach, I guess is  
5 the word I'm looking, for what the  
6 Commissioners could anticipate down the road  
7 for complaint. I realize what my complaint is  
8 about. But they never billed me, Ameren never  
9 billed me, for the fee, so that's at play.

10 JUDGE CLARK: Never billed you for what?

11 MS. HURT: Only because -- for the monthly  
12 fee of this issue of my complaint, but the only  
13 reason they didn't is because the PSC  
14 intervened. So I'm trying to walk that path of  
15 their intention towards me.

16 JUDGE CLARK: What --

17 MS. HURT: And the knowledge I've gained,  
18 I guess --

19 JUDGE CLARK: I apologize for  
20 interrupting, Ms. Hurt. I guess my question  
21 is, as a complaint, what law, commission order,  
22 company tariff or decision of the Commission  
23 that you believe Ameren has violated?

24 MS. HURT: I'll have to refer back to the  
25 documents the staff provided from the

1 Commission, where they identified the actual  
2 tariff that they provided in their evidence.  
3 Excuse me, I'm looking for it. I don't know if  
4 Emily can help me out with that or Carolyn  
5 Kerr, I believe it came from.

6 JUDGE CLARK: Is this one of -- is this  
7 one of Staff's Exhibits?

8 MS. HURT: Yes, it's their --

9 MS. KERR: We only have one exhibit.

10 JUDGE CLARK: I remember you had mentioned  
11 that.

12 MS. HURT: Right, but it identified -- it  
13 identified the Tariff number, Your Honor --

14 JUDGE CLARK: So you're talking about the  
15 report --

16 MS. HURT: Excuse me?

17 JUDGE CLARK: You're talking about the  
18 Staff's report in this case?

19 MS. HURT: Yes, I am. It references the  
20 tariff that I believe is illegal.

21 JUDGE CLARK: What do you mean tariff is  
22 illegal? Are you referring to your opening  
23 where you said that the Commission lacked  
24 legislative authority to approve such a tariff?

25 MS. HURT: I think there's an underlying

1 presence there that it's based upon its being  
2 overreaching. It is overreaching to shut  
3 someone's power off. That's it. That's always  
4 been the number one common knowledge, common  
5 sense approach to having electricity in one's  
6 home.

7 JUDGE CLARK: Okay, let's go --

8 MS. HURT: The fact of the matter -- I  
9 don't know how to present this if I can't  
10 introduce what I feel is relevant, than don't  
11 make it relevant. That's all.

12 JUDGE CLARK: I understand --

13 MS. HURT: The Staff -- the Staff -- the  
14 Staff referred to this tariff number, and I  
15 believe I presented Exhibit 6, that says MOC  
16 Tariff Policy Notes Highlighted on Missouri  
17 Commission on Insurance and Utilities. And I  
18 believe it's referenced there. Is that --

19 JUDGE CLARK: Let's go --

20 MS. HURT: I'm trying to answer your  
21 question about which tariff and --

22 JUDGE CLARK: Okay, but you're --

23 MS. HURT: -- without getting sidelined  
24 here.

25 JUDGE CLARK: Right, without going -- so

1 you believe that they've violated the tariff or  
2 that the tariff somehow violates the law?

3 MS. HURT: I think the tariff, itself,  
4 violates the law. That's my standing on that,  
5 yes.

6 JUDGE CLARK: Okay. Now, let's talk with  
7 particularity about Exhibit 5.

8 MS. HURT: Okay.

9 JUDGE CLARK: What is the importance of  
10 the "Millions missing out on smart meter  
11 benefits due to faults and poor supplier  
12 service"? What is the point you're trying to  
13 make to the Commission with that exhibit?

14 MS. HURT: It comes from a Citizen's  
15 Advice website that consumers rely on to get  
16 outside of Commission information, and it's  
17 dated May 23, 2024. It's current. And I'm not  
18 directly stating that Ameren did this to me,  
19 but it's a relevant website that people feel  
20 that they can go to to express what they've  
21 experienced with their --

22 JUDGE CLARK: When you say --

23 MS. HURT: -- interaction --

24 JUDGE CLARK: When you say "Ameren's done  
25 this to you (sic)", what do you mean?



1 MS. HURT: Because I haven't had an AMI  
2 meter installed on my property because I refuse  
3 to have the AMI meter installed on my property  
4 after -- after I opted out. And, now, I'm  
5 looking into what this AMI metering technology  
6 can do and what people are experiencing with  
7 it. So I've had a year here, Your Honor, to  
8 look into this, and that's why I presented it.

9 JUDGE CLARK: Okay. And of what point are  
10 you trying to make to the Commission with the  
11 "Turning the Body Into a Wire"?

12 MS. HURT: Because it takes away the trust  
13 that I have as a consumer that Ameren Missouri  
14 would never install anything that could  
15 potentially do me harm.

16 JUDGE CLARK: And you believe the AMI  
17 meters are harmful?

18 MS. HURT: I believe that there's a  
19 percentage of people that feel the effects and  
20 can be harmed by them, yes.

21 JUDGE CLARK: Okay, give me just a moment.

22 MS. HURT: Yes, sir.

23 JUDGE CLARK: I am not sure what, if any,  
24 evidentiary value these have.

25 MS. HURT: Could you repeat --

1 JUDGE CLARK: However -- Ms. Hurt, I'm  
2 going to ask you not to interrupt me. When I'm  
3 talking, nobody else should be talking.  
4 However, the claim thus far has been very  
5 amorphous as to what exactly Ameren Missouri  
6 has done wrong. So to that end, I'm going to  
7 overrule the objection, and I'm going to admit  
8 these onto the record. And they will be given  
9 their due weight. After I look at them I don't  
10 know what that weight is going to be. It could  
11 be something; it might be nothing. Do you  
12 understand that, Ms. Hurt?

13 MS. HURT: I do, thank you.

14 JUDGE CLARK: But I will admit them onto  
15 the record. So Exhibit 5, the "Millions  
16 missing out on smart meter benefits due to  
17 faults and poor supplier service, warns  
18 Citizens Advice" and "Turning the body into a  
19 wire" is admitted onto the hearing record.

20 (Claimant's Exhibit 5 marked and admitted onto the  
21 hearing record.)

22 JUDGE CLARK: Okay, go on with your  
23 testimony, Ms. Hurt.

24 MS. HURT: Okay, Your Honor. I have to  
25 get out of that. Give me one second. I

1 believe I was at this point.

2 After my formal complaint was submitted to  
3 the PSC staff, I recall that on later Thursday,  
4 you ordered an MOUC regulated essential service  
5 provider to turn my power back on, to require  
6 MOUC and Ameren Missouri to investigate the  
7 complaint, and Ameren Missouri was to ensure my  
8 electricity remain on until this formal  
9 complaint was resolved as long as I remained  
10 current in my billing payments.

11 It was switched on by the same technician  
12 who shut it off at the transformer late in the  
13 afternoon on Friday around 3:00 p.m. There  
14 were many items of food in my freezer and  
15 fridge that were ruined. But I did do my best  
16 to go pick up four bags of ice for my fridge  
17 and freezer while this occurred.

18 It did get to over 80 degrees inside the  
19 property. I had no hot water. I could not get  
20 my mini portable solar charger to charge my  
21 portable phone or iPad. I could not run my  
22 microwave, et cetera.

23 I cried myself to sleep Wednesday.  
24 Friends offered to come to rescue me. My  
25 brother was coming to visit, and I was quite

1 disoriented, I guess, is the only word I can  
2 say about what this final outcome would be.

3       The point is, I was punished without cause  
4 spiritually, emotionally and was determined to  
5 never let this happen to another living  
6 breathing human being. So I continually prayed  
7 for guidance. Yet, I now reflect that everyone  
8 of the 24 to 61 of the other people on this  
9 e-mail list that I have been given, plus all  
10 the employees and shareholders of Union  
11 Electric doing business as Ameren Missouri, all  
12 the Missouri Utility Commission Staff and  
13 Board, they were able to continue on with their  
14 lives all in paid positions of consumer  
15 oversight for protecting and serving members of  
16 their community wisely. This is the fourth  
17 unconscionable event I endured.

18       Every customer service technician, billing  
19 and CSR representative and regulation division  
20 and engineer employed by Ameren Missouri, I  
21 either directly or indirectly engaged with  
22 relayed to me my meter was in working  
23 condition. It is still working fine, according  
24 to my Ameren Missouri invoices, it's an actual  
25 meter reading and not an estimate.

1 My payments were and have remained current  
2 despite not receiving two paper billing  
3 invoices this past year, but I did receive them  
4 after contacting Ameren Missouri.

5 My timeline of testimony continues in  
6 October of 2023. Eventually, Union Electric  
7 DBA Ameren Missouri Regulation Adviser Aubrey  
8 K. was on a phone call, said she was approved  
9 to offer me but could not guarantee me a  
10 one-year monthly credit equal to the proposed  
11 monthly penalty to remain a customer with my  
12 existing working meter in place. But I would  
13 have to pay the one-time penalty fee. I  
14 declined --

15 MS. HERNANDEZ: Judge, I'm going to object  
16 based on the confidential settlement  
17 negotiations. You're muted, Judge. I thought  
18 it was my sound, I'm sorry.

19 JUDGE CLARK: I apologize. I muted myself  
20 so I could hear everything. How is it a  
21 confidential settlement if it's being done by  
22 Ms. Krcmar?

23 MS. HERNANDEZ: She was directed by her  
24 attorneys. We do every effort we can to work  
25 with our customers when complaints come up. So

1 she was authorized by her attorney to discuss  
2 with the customer and offer a settlement  
3 negotiation for this matter.

4 JUDGE CLARK: I'm going to sustain the  
5 objection. Ms. Hurt, them reaching out to you  
6 to try and resolve the situation, is not  
7 evidence of wrongdoing on their part. It's  
8 evidence that they're trying to come up with a  
9 solution with you. So I'm going to sustain  
10 that objection, and we are not going to talk  
11 about offers to settle made by Ameren Missouri.  
12 You may go on with your testimony.

13 MS. HURT: All right. At this point, I do  
14 not believe that any confidential settlement  
15 negotiation that might be done by Ameren  
16 Missouri or its employees or approved by any of  
17 their attorneys should be done on a  
18 case-by-case basis. It's unfair to the  
19 remainder of their customers. I'll move on. I  
20 have to review my notes here.

21 JUDGE CLARK: Take your time, Ms. Hurt.

22 MS. HURT: I respectfully submit that the  
23 settlement should not be legitimized as  
24 appropriate.

25 JUDGE CLARK: Ms. Hurt, we're not going to

1 talk about --

2 MS. HURT: I just --

3 JUDGE CLARK: -- the settlement. I've  
4 already ruled that we're not going to talk  
5 about --

6 MS. HURT: Okay -- okay, I'm sorry. I'm  
7 trying to read my notes, and I'm sorry, Your  
8 Honor, I apologize. This  
9 petitioner-complainant respectfully requests  
10 that the PSC, OPC and anyone else involved, to  
11 place an injunction on the existing tariff  
12 amendment, to place an adjudicated fine on the  
13 corporate essential services provider Ameren  
14 Missouri for imposing an unconscionable process  
15 tariff on their opt-out customers and refund  
16 any and all existing monthly fees to any  
17 customer who have paid this reoccurring fee to  
18 opt out until there is a definitive resolution  
19 on date this formal complaint expressed here.

20 Ameren Missouri has deleted me once, Your  
21 Honor, and I respectfully request you to keep  
22 your enforcement instructions in place  
23 for Ameren Missouri to continue maintaining my  
24 electric service in the on position, as long as  
25 my payments remain current and paid in full.

1 I will personally take the meter readings  
2 and send them to them directly at their  
3 request. I reiterate here, my private data  
4 should remain private, not shared without  
5 specific permission until the customer or end  
6 user grants permission to have it be shared,  
7 especially by a regulated essential service  
8 provider.

9 To grant a regulated utility company the  
10 overreaching authority to intentionally shut  
11 off a pay-in-full customer's services is  
12 wasteful of resources for all involved,  
13 including myself and including the numerous  
14 staff and employees of Ameren's time, and only  
15 creates an intentional and undermining of the  
16 trust each and every customer has placed in the  
17 willing hands of a Missouri utility  
18 commissioner's administrative oversight  
19 process. Including the legislative oversight  
20 process, no matter how intrusive or smart the  
21 emerging technology may be, has been or could  
22 change.

23 And I do cite my -- Exhibit 14 that I just  
24 sent out that discusses new smart technology  
25 using LTE technology.



1 (Claimant Exhibit 14 marked.)

2 MS. HURT: That's been approved by the  
3 FCC.

4 JUDGE CLARK: And you're offering  
5 Exhibit 14 at this time?

6 MS. HURT: Yes, sir, I am offering it.

7 JUDGE CLARK: And that is the Smart Energy  
8 International article, "First smart meter  
9 certified for private LTE with Anterix 900MHz  
10 spectrum in US".

11 MS. HURT: Yes, sir.

12 JUDGE CLARK: Are there any objections to  
13 admitting Exhibit 14 onto the hearing record?

14 MS. HERNANDEZ: Yes, Judge. Again, just  
15 same objections, foundation, relevance and  
16 hearsay.

17 JUDGE CLARK: Ms. Hurt, what is the point  
18 you're trying to make with the Commission with  
19 this exhibit?

20 MS. HURT: The technology is moving faster  
21 than they can install smart meters everywhere.

22 JUDGE CLARK: Bear with me for just a  
23 moment. Similar to the last exhibit, I'm going  
24 to overrule the objection and admit Exhibit 14  
25 onto the hearing record, and it will be given

1 its due weight, and I don't know when that is  
2 at this time.

3 (Claimant Exhibit 14 admitted onto the hearing  
4 record.)

5 JUDGE CLARK: Go ahead, Ms. Hurt.

6 MS. HURT: Thank you, Your Honor. When  
7 the Missouri Utility Commission staff in its  
8 investigative phase did their report, my  
9 understanding was only a finding that Ameren  
10 did not print their written notice to me in  
11 Spanish is their only found error and finding  
12 during their allotted investigation phase.  
13 Again, this -- this is irrelevant. It shows a  
14 deep disregard, unfortunately, of any empathy  
15 toward this customer, myself, as the  
16 complainant and the majority of the community  
17 they serve in general. Not that's -- it's not  
18 important.

19 It is a self-fulfilling finding. It is if  
20 a customer requests Spanish as their preferred  
21 language Ameren Missouri should flag the  
22 customer account accordingly for communication  
23 in a different language.

24 I have formally petitioned this court to  
25 have the public hear what has happened to me

1 without knowing the outcome. That is the risk  
2 of retribution I have accepted for this  
3 persecution. Likewise if or when someone else  
4 hears or sees this evidentiary hearing on a  
5 repercussions of the actual meaning and effect  
6 to choose to opt out, they would react as most  
7 folks would. They can't, quote, they can't do  
8 that, I've heard and/or that's not fair, quote.  
9 Yet it happened to me and it could happen to  
10 them sadly.

11 I pray Your Honor refers my evidence and  
12 exhibits to the PSC to expand on the metering  
13 technology processing capabilities, as well as  
14 each meter specific and explicit description  
15 for each and every meter currently authorized  
16 to Ameren Missouri to my and all -- excuse me,  
17 to be installed on any private property.

18 Within each description, Ameren Missouri  
19 must explicitly disclose and describe the  
20 capabilities and the limitations of each meter,  
21 not just the savings that it gives. It can be  
22 done. Another policy request is regarding the  
23 privacy issue. I pray -- excuse me, I  
24 sometimes directed my sentences to this court,  
25 so.

1 I pray that the Missouri Utilities  
2 Commission require Ameren Missouri to limit or  
3 withhold the misleading innocuous the outside  
4 contractors hired for target marketing  
5 campaign. My private Ameren Missouri customer  
6 electric use information could have been shared  
7 with this outside contractor without my  
8 consent. I do not want any regulated essential  
9 service provider to share my personal and  
10 private data or customer details any outside  
11 contractors without my permission. Nor should  
12 they benefit financially for capturing and/or  
13 storing this data or details for a future  
14 benefit.

15 I request as well, the PSC to change the  
16 tariff for no fees with opt-out requests from a  
17 customer. I did provide Exhibit 7, the FCC  
18 Guidelines, as an evidentiary guideline for the  
19 Commission to review.

20 (Claimant's Exhibit 7 marked.)

21 JUDGE CLARK: Okay, hold on just a second.

22 MS. HURT: Thank you.

23 JUDGE CLARK: Ms. Hurt, are you offering  
24 Exhibit 7?

25 MS. HURT: Yes, Your Honor, I am.

1 JUDGE CLARK: Are there any objections to  
2 admitting Exhibit 7 onto the hearing record?  
3 Ms. Hernandez, if you're making an objection  
4 you are muted.

5 MS. HERNANDEZ: There we go. Exhibit 7,  
6 it's FERC guidelines, so I don't know it's  
7 relevance but -- I'll just object based on  
8 relevance.

9 JUDGE CLARK: Okay. I'm going to overrule  
10 that objection. I'm going to admit Exhibit 7,  
11 the FERC guidelines, onto the hearing record.  
12 (Exhibit 7 admitted onto the hearing record.)

13 MS. HURT: May I continue, Your Honor?

14 JUDGE CLARK: Yes.

15 MS. HURT: Thank you. I would recommend  
16 the PSC to override the granted regulatory  
17 approval of this opt-out rule for penalizing  
18 the opt-out customer choice. It is unethical  
19 and unfair to burden a customer with unending  
20 monthly fees for no change of service.

21 I also am going to introduce Exhibit 4,  
22 the Missouri Revisor of Statutes at this time.

23 (Claimant's Exhibit 4 marked.)

24 JUDGE CLARK: Are there any objections to  
25 Exhibit 4, that is -- that is -- is that

1 Section 392.245?

2 MS. HURT: I'll have to refer back to it,  
3 Your Honor, just one second.

4 JUDGE CLARK: I have it from you -- it  
5 would be your e-mail that says Exhibit 4,  
6 correct?

7 MS. HURT: Yes.

8 JUDGE CLARK: That's what I have.

9 MS. HURT: Yes, sir, that is correct.

10 JUDGE CLARK: Now, is this the statute  
11 itself, or is this commentary on the statute?

12 MS. HURT: Let me refer back to it.

13 MS. KERR: There were several other  
14 statutes linked to it. Were you just referring  
15 to 392.45 or those other ones as well?

16 JUDGE CLARK: Are you talking to me or are  
17 you talking to Ms. Hurt, Ms. Kerr?

18 MS. KERR: Ms. Hurt, sorry.

19 MS. HURT: I have to click on this link.  
20 It does say RSMO Section 392.45, dated  
21 October 19th of '23, that there were some  
22 changes to the MMTA --

23 JUDGE CLARK: This appears to be  
24 commentary on the changes and not the statute  
25 itself; is that correct?

1 MS. HURT: I'm going to click on it and  
2 verify for you. It's going to a website called  
3 revisor.mo.gov so it is a missouri.gov website,  
4 falling under Title 25, incorporation and  
5 regulation of certain utilities and carriers,  
6 Chapter 392.

7 JUDGE CLARK: Okay, so this is --

8 MS. HURT: Because it was effective --  
9 excuse me?

10 JUDGE CLARK: I'm looking at the statute  
11 here, the 392.245, and it appears that whatever  
12 this is is commentary on the statute.

13 MS. HURT: I believe it is, but I also  
14 provided a link for the statute in my  
15 evidentiary exhibit.

16 JUDGE CLARK: And what's the purpose of  
17 this exhibit?

18 MS. HURT: Okay, just one second. The  
19 purpose of the exhibit, according to Governor  
20 Mike Parson, has signed into law July 1st,  
21 2020, it addressed the absence of a requirement  
22 of the MMPA that allegedly the subject practice  
23 targeted in a lawsuit, not mine but a previous  
24 one, would mislead a reasonable consumer.

25 JUDGE CLARK: Okay, now --

1 MS. HURT: And I highlight -- go ahead.

2 JUDGE CLARK: 392.245 is a statute that  
3 applies to telecommunications service. How is  
4 that relevant in regards to an electrical  
5 service provider?

6 MS. HURT: Because they're dependent on  
7 telecommunications service to utilize the Wi-Fi  
8 service. They have contracts with them, I'm  
9 assuming.

10 JUDGE CLARK: Well, I believe, this is  
11 a -- I believe this is a statute that would be  
12 subject to the Commission's interpretation. I  
13 do not --

14 MS. HURT: Okay.

15 JUDGE CLARK: -- at this time -- I do not  
16 at this time believe that is applicable to  
17 electrical companies, but I have not or --  
18 electrical companies. I have not had an  
19 opportunity to read in its entirety.

20 MS. KERR: I'm going to object to its  
21 relevance. It doesn't apply to this case.

22 JUDGE CLARK: And why not, Ms. Kerr?

23 MS. KERR: Because it didn't apply to  
24 electrical companies; it applies to  
25 telecommunication and the other statutes that



1 are cited or there are links to it, apply to  
2 broadband and internet and don't apply to  
3 electrical service. It's not relevant.

4 JUDGE CLARK: What about Ms. Hurt's  
5 argument that they have to contract with these  
6 agencies to do their smart meters?

7 MS. KERR: This -- this talks about  
8 practices of the electrical -- she's talking  
9 about the practice of electric companies, and  
10 this is just -- I don't think it's relevant  
11 this -- the fact that they're contracting with  
12 the tel- -- with telecommunications to get the  
13 readings has nothing to do with how they're  
14 providing electric service.

15 JUDGE CLARK: I've had a little bit more  
16 time to look at this since you've started.  
17 There's no indication in the commentary here  
18 that the products that they are talking about  
19 in any fashion would be smart meters. Okay,  
20 I'm going to sustain the objection. Exhibit 4  
21 is not admitted onto the hearing record.

22 MS. HURT: Your Honor?

23 JUDGE CLARK: Ms. Hurt, you may go on with  
24 your test- -- yes? Was that you, Ms. Hurt?

25 MS. HURT: I do note -- yes, it is me if I

1 may be heard?

2 JUDGE CLARK: Go ahead.

3 MS. HURT: I do note that at the bottom of  
4 that commentary you referred to, it  
5 references -- it does reference August of 2022  
6 effective the Missouri Revisor of Statutes  
7 regarding the question, how and who does this  
8 smart meter or non-smart meter communicate  
9 wirelessly --

10 JUDGE CLARK: Point me to that.

11 MS. HURT: -- is my question. It's at the  
12 bottom of that commentary in --

13 JUDGE CLARK: Oh, I see what you're  
14 talking about.

15 MS. HURT: -- Exhibit 4.

16 JUDGE CLARK: I see, where it's referring  
17 to other statutes.

18 MS. HURT: Yes. And I -- so, I may have  
19 presented the most recent change that was on  
20 the site, but I also referenced at the bottom,  
21 as a Missouri Revisor of Statutes RSMO Section  
22 8.475, where I postulate the question, how and  
23 who does a smart meter or non-smart meter  
24 communicate wirelessly? Who is Ameren, I wrote  
25 "use" to transfer data from or to a smart

1 meter.

2 JUDGE CLARK: Okay, so where it says;  
3 "question", that's your typing in there?

4 MS. HURT: Yeah. Yes, sir, it is. When I  
5 put -- put the underlying dots, if I did that  
6 incorrectly, I apologize. I may not have  
7 known, you know, how to present all of these  
8 documents, but I did do that. I did write  
9 that, but I did add the link.

10 JUDGE CLARK: Okay, I'm going to agree --

11 MS. HURT: But I did --

12 JUDGE CLARK: -- with Staff -- again, I'm  
13 going to agree with both Staff and -- and the  
14 Company on this. I don't believe that this is  
15 relevant to this proceeding, and I'm not going  
16 to admit it onto the hearing record. So you  
17 may move on with your testimony --

18 MS. HURT: I think -- thank you.

19 JUDGE CLARK: Now, if you want to -- if  
20 you're asking the Commission to look at certain  
21 statutes, you are certainly welcome to point  
22 out those statute numbers.

23 MS. HURT: Well, I think that was my  
24 objective. I was just learning about the  
25 Missouri Revisor of Statutes, and I felt it was

1 an important step in acknowledging to the  
2 Commission that that even exists, the Missouri  
3 Revisor of Statutes.

4 JUDGE CLARK: Okay if you'll go on with  
5 your testimony.

6 MS. HURT: Thank you. I do request that  
7 the PSC and OPC to place legal authority limits  
8 on the essential services provider's ability to  
9 shut off the electricity on any and all tariff  
10 clauses or amendments or, I think they called  
11 it, adjustments or something to their  
12 general -- to Ameren Missouri's general  
13 provisions evidence that they submitted to me,  
14 unless authorized -- excuse me, for any  
15 paid-in-full opt-out customer, not authorized  
16 by the judicial system first.

17 In parenthesis, intervention only when a  
18 policing authority makes the request. Ameren  
19 Missouri is not a policing authority. I also  
20 believe -- I am referring again back -- I guess  
21 I can't refer back to the Missouri Revisor of  
22 Statutes at all? Is that what you're telling  
23 me?

24 JUDGE CLARK: You can refer to the  
25 Missouri Revisor of Statutes. That commentary

1 that you provided, I determined was not  
2 relevant. So if there are other statutes that  
3 you wish to talk about you, you are certainly  
4 welcome to talk about those.

5 MS. HURT: I'm not confident nor am I  
6 aware of the actual statute numbers. I'm not  
7 that familiar with them, but I would recommend  
8 if anyone from the OPC is much more familiar  
9 with them than I am, that they would give  
10 notice to the Missouri Utility Commission, that  
11 they should provide careful adjudication is the  
12 way I wrote, but I'm not sure that is the right  
13 word at this time, and use reasonable care and  
14 consideration of the customer as the primary  
15 beneficiary of this existing tariff, not the  
16 utility company.

17 It's antithetical to think that Ameren  
18 Missouri would shut my power off when I'm a  
19 paying customer and I want the service. It  
20 just seems arbitrary to me. I want them to  
21 consider the recent changing administrative law  
22 environment in which to understand the clear  
23 intention of the tariff, which the Commission  
24 also review in depth.

25 This formal complaint respectfully

1 requests all members of the Commission to refer  
2 to the recent overturning of the US Supreme  
3 Court Opinion commonly known as Chevron  
4 Deference Ruling -- excuse me, Chevron  
5 Deference Ruling.

6 I present Exhibit 2, "SCOTUS overruling  
7 Deference to agency expert for regulation rules  
8 and policy legality." I did not present the  
9 actual Superior Court ruling. I didn't find  
10 that, but I did present some expert initial  
11 analysis when that did occur. And I'd like to  
12 submit that. Exhibit 2.

13 (Complainant Exhibit 2 marked.)

14 JUDGE CLARK: And this is an article about  
15 the -- Chevron versus the National Resources  
16 Defense Council; is that correct?

17 MS. HURT: That is correct, yes.

18 JUDGE CLARK: Are there any objections to  
19 admitting Exhibit 2 onto the hearing record?

20 MS. HERNANDEZ: Your Honor, I don't object  
21 to the case itself. But the interpretation or  
22 the explanation that's provided, I don't know  
23 that's it relevant and certainly is hearsay.

24 JUDGE CLARK: You had indicated you could  
25 not find the actual case Chevron versus Natural

1 Resources Defense Council; is that correct?

2 The Chevron case?

3 MS. HURT: I --

4 JUDGE CLARK: Ms. Hurt?

5 MS. HURT: Correct, Your Honor. Correct.  
6 Maybe it's just for lack of knowing where to go  
7 online.

8 MS. KERR: I think there's a link to it in  
9 the article.

10 MS. HURT: Thank you, I thought I did but  
11 --

12 JUDGE CLARK: I'm going to overrule the  
13 objection. I'm going to admit the article onto  
14 the hearing record and give it its due weight.  
15 Exhibit 2 is admitted onto the hearing record.  
16 (Exhibit 2 admitted onto the hearing record.)

17 MS. HURT: Thank you. I'll continue on.  
18 My understanding --

19 JUDGE CLARK: And --

20 MS. HURT: -- in its recent overruling --  
21 May I go on?

22 JUDGE CLARK: Hold on -- hold on just a  
23 second. I am going to consider, since that was  
24 your intent, the Chevron, the actual Chevron  
25 case part of that exhibit, so that will be

1 included as part of Exhibit 2. Go ahead,  
2 Ms. Hurt.

3 MS. HURT: Thank you. My understanding is  
4 this recent overruling provides for a more  
5 thorough standards of review of the legality of  
6 rules, policies and regulations by an appointed  
7 judge to determine, not by an administrative  
8 staff determination, such as the MOUC. It's  
9 going to be discussed, papers are going to be  
10 written, opinions are going to be given, I  
11 understand that moving forward, but it did  
12 occur and I wanted to bring that to the  
13 Commission's attention.

14 JUDGE CLARK: Like I said, that's been --

15 MS. HURT: I also ask --

16 JUDGE CLARK: I apologize, go ahead.

17 MS. HURT: I'll continue. I also  
18 respectfully ask the Missouri Utility  
19 Commission Staff to review my evidence from a  
20 simple complainant as myself has gathered  
21 regarding AMI meters, privacy issues,  
22 administrative law, bioethics, as well as  
23 SCOTUS, which is the Supreme Court of the  
24 United States' opinion specifically.

25 There are significant amounts of expert



1 and nonexpert advocates and non-advocate papers  
2 in international, federal, state reports,  
3 guidelines and Commission advocacy association,  
4 private reviews and white papers, reports, et  
5 cetera that are involved in this. I have only  
6 submitted a fraction of what I have uncovered,  
7 but I do request that my electricity not be  
8 shut off without cause.

9 I'm requesting my status within their  
10 recordkeeping remain in good standing. I'm  
11 requesting this status report to be provided to  
12 me in writing on their official letterhead.  
13 Local benefactors between greed and need is  
14 ongoing. That is the purpose of the Missouri  
15 Utility Commission. No customer of Union  
16 Electric doing business as Ameren Missouri  
17 should be unendingly penalized when they  
18 individually have not violated their private  
19 verbal contract terms on a month-to-month  
20 recurring basis.

21 Your initial determination should remain  
22 intact. I'm not looking to determine or for --  
23 for the Commission to determine a degree of  
24 fault or penalties to impose on Union Electric  
25 or DBA Ameren Missouri. I'm looking for the

1 people who have become customers of Ameren  
2 Missouri who chose to opt out not be  
3 financially penalized. Because a marketing  
4 campaign was targeted on me, I chose  
5 to respond. I chose to decline their written  
6 offer to replace my working meter.

7 According to the materials they wrote, I  
8 could choose to opt out, period. However, they  
9 then used a third party to essentially -- I  
10 wrote "extort" money from me to make that  
11 choice upfront and unendingly financially  
12 penalizing me for literally declining their  
13 offer. I will continue to learn more as to how  
14 to contribute to the betterment of this cause.

15 I'm not an -- I'm just an advocate. I  
16 didn't want to be an advocate on this, but I  
17 became one. I do not want this AMI or any  
18 smart meter on my property at this time. I  
19 don't understand or know all of the effects  
20 that these things do, and I definitely should  
21 not be required to pay long term to not have  
22 one my property. Does one pay more to not have  
23 a smart phone? If this tariff violated  
24 consumer protection laws, personal privacy laws  
25 or contract laws, is it up to the Commission

1 and the OPC to determine that. It certainly  
2 needs a more thorough OPC and Missouri Utility  
3 Commission reevaluation to contemplate and  
4 determine the legality issue that presents as  
5 written or the reasonableness of it. Thank  
6 you. That ends my testimony.

7 JUDGE CLARK: Okay, you have a number of  
8 other exhibits here. Did you want to offer  
9 those?

10 MS. HURT: I do. I believe they're all  
11 relevant at this time, thank you. I'm sorry, I  
12 wasn't able to reference within my personal  
13 testimony.

14 JUDGE CLARK: Okay, let's go through those  
15 now.

16 (Claimant Exhibit 1 marked.)

17 JUDGE CLARK: Exhibit 1 appears to be  
18 explaining what the Office of the Public  
19 Counsel is; is that correct? Ms. Hurt; is that  
20 correct?

21 MS. HURT: I'm sorry, I was on mute. Yes,  
22 I wanted the Commission to be aware that I  
23 investigated what their purpose is and what the  
24 OPC can do for consumers. I never reached out  
25 directly to them, but I was aware that they are

1 existing. And I believe they're on this call,  
2 and I hope that they can intercede and assist  
3 all parties involved in this effectively.

4 Thank you.

5 JUDGE CLARK: Okay. When you say you hope  
6 on their call, are you referring to the Office  
7 of the Public Counsel?

8 MS. HURT: Yes, I am.

9 JUDGE CLARK: Okay. They do have an  
10 attorney present. Ms. VanGerpen, I believe,  
11 entered her appearance on behalf of Public  
12 Counsel. So, yes, there is somebody here today  
13 at this hearing from the Office of the Public  
14 Counsel. Are there any objections to admitting  
15 Exhibit 1 on the hearing record?

16 MS. HERNANDEZ: Judge, if I could just  
17 clarify, is this just like an exact copy and  
18 paste of what the OPC website provides?

19 JUDGE CLARK: Is that correct --

20 MS. HURT: Yes, it is exact.

21 JUDGE CLARK: Okay, you haven't added any  
22 language to this, correct?

23 MS. HURT: Correct, I have not.

24 JUDGE CLARK: Okay, Ameren, do you have an  
25 objection?

1 MS. HERNANDEZ: No objection.

2 JUDGE CLARK: Okay, Exhibit 1 is admitted  
3 onto the hearing record.

4 (Exhibit 1 admitted onto the hearing record.)

5 JUDGE CLARK: I am going to call it OPC  
6 OER. All right, I believe Exhibit 2, the  
7 Chevron, was already admitted onto the hearing  
8 record. Exhibit 3, this is the Department of  
9 Energy Report on AMI Customer Savings.

10 (Claimant Exhibit 3 marked.)

11 JUDGE CLARK: Are there any objections to  
12 admitting that onto the hearing record? I hear  
13 none --

14 MS. HERNANDEZ: I --

15 JUDGE CLARK: Oh, go ahead.

16 MS. HERNANDEZ: Sorry, Judge. I think --  
17 again, I wasn't able to read the full lengthy  
18 document, but based on relevance, it's from  
19 2016. It's a DOE report. I don't know what  
20 the application is to the proceeding here.

21 JUDGE CLARK: Ms. Hurt, what's the purpose  
22 of this exhibit?

23 MS. HURT: I could not provide any other  
24 DOE report -- I could not locate, excuse me,  
25 any other DOE reports that have been

1 submitted today for public review to present.

2 It's the most recent one, I believe, I could  
3 find. I believe it's relevant.

4 JUDGE CLARK: Okay, how does it relate to  
5 your particular situation here? Beyond that it  
6 concerns --

7 MS. HURT: I think -- that's fine. I did  
8 do the math, and if I was spending \$1,200 on  
9 electricity service with Ameren Missouri at the  
10 private property I own, that would be \$2,400 a  
11 year, but they want me as an opt-out customer  
12 to pay \$40 a month. That's my relevance.

13 JUDGE CLARK: I'm going to overrule the  
14 objection. I'm going to admit it onto the  
15 hearing record and give it its due weight.

16 (Exhibit 3 admitted onto the hearing record.)

17 JUDGE CLARK: And I will call that exhibit  
18 DOE Report. What is Exhibit 6? I don't see an  
19 Exhibit 6 in here.

20 (Claimant Exhibit 6 marked.)

21 MS. HURT: Exhibit 6 was a copy of -- I  
22 downloaded --

23 JUDGE CLARK: Was that --

24 MS. HURT: -- into a PDF form: the  
25 Department -- Rules of the Department of

1 Commerce and Insurance.

2 JUDGE CLARK: Okay, so I'm -- I see --

3 MS. HURT: I --

4 JUDGE CLARK: -- and that is --

5 MS. HURT: And I typed -- I highlighted  
6 what I felt was relevant. I did that last  
7 fall.

8 JUDGE CLARK: Okay. Okay, these appear to  
9 be Chapter 13, which is an electrical chapter  
10 of 4240, which concerns the Commission. Any  
11 objections to admitting Chapter 13, service and  
12 Billing Practices for residential customers  
13 onto the hearing record?

14 MS. HERNANDEZ: Judge, I don't object to  
15 Chapter 13 being considered. I just would  
16 object to her notes or commentary on that  
17 document as hearsay.

18 MS. HURT: I can resubmit the documents  
19 without my notes, Your Honor.

20 JUDGE CLARK: I don't actually see, with  
21 the exception of Y, I don't actually see --

22 MS. HURT: It's highlighted in hot pink.

23 JUDGE CLARK: Yeah. With the exception of  
24 that, I don't really see any commentary on it;  
25 I just see that that she is trying to draw the

1 Commission's attention to particular portions.

2 MS. HURT: Correct.

3 JUDGE CLARK: My understanding, I guess,  
4 is that the -- are you objecting to that Ameren  
5 as an alteration of the document?

6 MS. HERNANDEZ: I -- I suppose it could be  
7 that, but I'm not saying that she changed any  
8 words in that document. I -- if I can have --  
9 I thought there was two chapter 13s there we're  
10 providing and I may be mixing one which -- I  
11 thought one had more significant markings on it  
12 than the other.

13 JUDGE CLARK: I believe I only have one  
14 Chapter 13. I'll tell you what. I'm going to  
15 admit Exhibit 6, the Chapter 13 rules, onto the  
16 hearing record. I'm going to sustain Ameren's  
17 objection as to the writing that has been done  
18 on that.

19 (Claimant Exhibit 6 admitted onto the hearing  
20 record.)

21 JUDGE CLARK: So we'll be treating it as a  
22 clean exhibit of chapter 13. Okay. Let's move  
23 onto Exhibit 8.

24 (Claim Exhibit 8 marked.)

25 JUDGE CLARK: And that appears to be a



1 copy of the Administrative Procedure Act and  
2 Freedom of Information Act. And -- well, this  
3 is a number of documents, it appears. 5 USC,  
4 Section 122. Ms. Hurt, do you want to explain  
5 to me what this exhibit is?

6 MS. HURT: This is a copy and paste from  
7 the Administrative Procedure Act when I --

8 JUDGE CLARK: The Missouri Administrative  
9 Procedures Act or Federal.

10 MS. HURT: I think it's the Federal.

11 MS. KERR: I'm going to object to  
12 Exhibit 8. Federal law doesn't apply --

13 MS. HURT: It is federal.

14 MS. KERR: It's irrelevant.

15 JUDGE CLARK: Ms. Hurt, do you have  
16 a response?

17 MS. HURT: Why would the federal  
18 Administrative Procedural Act not apply here?  
19 Do you not follow those guidelines of the  
20 Administrative Procedural Act?

21 JUDGE CLARK: Ms. Hurt, I'm going to --  
22 we're not talking to each other here. You're  
23 not talking to Ms. Kerr. Everybody is talking  
24 to me, and I'll ask the questions of the  
25 people, okay? You're testifying --

1 MS. HURT: Yes, sir.

2 JUDGE CLARK: I'm going to take your  
3 questioning as asking me that question, and I  
4 in turn will ask Ms. Kerr, why is this -- why  
5 does this law not apply.

6 MS. KERR: Because we are in a Missouri  
7 administrative proceeding and federal law does  
8 not apply.

9 JUDGE CLARK: I'm going to sustain the  
10 objection, and the reason why, Ms. Hurt, is  
11 this is to apply to federal agencies and not  
12 state agencies. Missouri has its own --

13 MS. HURT: Your Honor, can I interject --

14 JUDGE CLARK: Yes, if you have an  
15 additional argument that you want to make  
16 toward its admission, go ahead.

17 MS. HURT: I'd like to at least enter the  
18 definition, because that's important for --

19 JUDGE CLARK: The definition of agency?

20 MS. HURT: -- from my perspective --

21 JUDGE CLARK: Hold on, hold on just a  
22 second. Which definition -- which definition?

23 MS. HURT: Section H defines a person, a  
24 party, a rule, rule-making adjudication,  
25 license, licensing, sanction, prohibition,

1 withholding of release, imposition of penalty  
2 or fines, et cetera.

3 JUDGE CLARK: Again, those definitions  
4 apply to federal agencies. I'm going to  
5 sustain the objection. Exhibit 8 is not  
6 admitted.

7 MS. HURT: All right.

8 JUDGE CLARK: All right, okay. Exhibit 9.  
9 (Claimant Exhibit 9 marked.)

10 JUDGE CLARK: Is this the same DOE  
11 article?

12 MS. HURT: No, it is not, Your Honor. It  
13 is a comprehensive 300-page AMI Review Report.  
14 It was produced by an electric vehicle  
15 promoting author, but it was presented to  
16 regulating agencies for review in 2019, and I  
17 felt that that could have been an impetus or  
18 part of the, you know, process that the staff  
19 may have relied on or could have relied on and  
20 if they haven't, I want to introduce it as  
21 evidence, because it's not just what it does  
22 say; it's what it doesn't say.

23 And I know that's an interesting comment,  
24 but it took advocacy people, it took  
25 commissioners, they did a thorough job. It's a

1 very comprehensive report, and I would like it  
2 to be submitted for review by the Commission.

3 JUDGE CLARK: But you've already indicated  
4 you don't know whether the Staff or the  
5 Commission relied on this report in any way.

6 MS. HURT: I don't know. It was written  
7 in 2019.

8 JUDGE CLARK: Any objections to admitting  
9 Exhibit 9 onto the hearing record?

10 MS. HERNANDEZ: Judge, I -- again,  
11 relevance and hearsay. I think the document is  
12 doing case studies on other systems that are  
13 not regulated by the Missouri Public Service  
14 Commission. Again, I did a very quick  
15 review of it, but it looks to be utilities that  
16 are not bound by Missouri regulations and also  
17 not necessarily in investor-owned utilities.  
18 It looked like maybe some municipalities were  
19 included in that study.

20 JUDGE CLARK: And, Ms. Hurt, hold on just  
21 a second. How does this -- when you said --  
22 when you say it's not what it says but what it  
23 doesn't say, what -- what doesn't it say?

24 MS. HURT: Right, I'm going to have to  
25 pull it up here. It's informing the

1 conversation is in the title. But it's  
2 significantly is biased toward a utility entity  
3 and holding company. There is nothing in that  
4 that says how it can benefit a consumer. An  
5 electricity consumer.

6 JUDGE CLARK: Okay, I'm going to sustain  
7 the objection. Exhibit 9 is not admitted onto  
8 the hearing record. I'm more interested in  
9 what an exhibit does say than inferring bias  
10 and what didn't it say, Ms. Hurt.

11 MS. HURT: I understand.

12 JUDGE CLARK: Exhibit 10 is another  
13 explanation of what, it appears, what OPC does,  
14 what is the cold weather rule.

15 (Claimant Exhibit 10 marked.)

16 JUDGE CLARK: Is there any objection of  
17 offering Exhibit 10 onto the hearing record?

18 MS. HERNANDEZ: Judge, if it's just a  
19 strict copy and paste of a OPC website, Ameren  
20 doesn't object.

21 JUDGE CLARK: Ms. Hurt, is this just a  
22 straight copy and paste, or has anything been  
23 added to this?

24 MS. HURT: It is a straight copy and  
25 paste. I do want to make this clear: I had

1 sent these copy and paste to myself directly  
2 first, and then I e-mail forwarded them to the  
3 exhibit e-mail address with the PSC, so that --  
4 I want that to be clear. What came to me only,  
5 and I forwarded it to the exhibit e-mail link.

6 JUDGE CLARK: You haven't added or  
7 subtracting anything from this article?

8 MS. HURT: No, I have not.

9 JUDGE CLARK: And Ameren, you said, under  
10 those circumstances, you do not have an  
11 objection; is that correct?

12 MS. HERNANDEZ: Correct, Judge.

13 JUDGE CLARK: Exhibit 10 will be admitted  
14 onto the hearing record.

15 (Claimant Exhibit 10 admitted onto the hearing  
16 record.)

17 JUDGE CLARK: Ms. Hurt, was there a point  
18 of significance of the Cold Weather Rule that  
19 you wanted to bring to the Commission's  
20 attention?

21 MS. HURT: Just briefly. I noticed that  
22 the cold weather rule goes through May. There  
23 was a line item in my -- in an invoice, I  
24 received and I did read that, and that --  
25 that's curious to me. I think there should be

1 a cold weather rule, but there also may need to  
2 be a hot weather rule, I guess. Is there one?  
3 I'm not certain. But I think that I'm reading  
4 the cold weather rule here now.

5 JUDGE CLARK: Do you believe the Cold  
6 Weather -- do you believe the Cold Weather Rule  
7 was applicable to your situation when you were  
8 disconnected?

9 MS. HURT: No, I think they went outside  
10 of the Cold Weather Rule, and I think they  
11 applied their tariff rules that were applied.

12 JUDGE CLARK: Okay, let's move onto  
13 Exhibit 11.

14 (Claimant Exhibit 11 marked.)

15 JUDGE CLARK: So we've been going for a  
16 while now, I'd like to take -- after we do the  
17 exhibits and before we do Cross-examination, I  
18 think it would be appropriate to take a recess.  
19 Exhibit 11, and what is this, Ms. Hurt? It  
20 says, "I privately do not use Wi-Fi connections  
21 unless absolutely necessary by choice."

22 MS. HURT: Yes, that is my writing on  
23 that. It was -- I copied and pasted my notes.  
24 It's a bolding feature in my notes. It makes  
25 that font so huge, I apologize. I wanted to

1 bring attention to this emerging technology,  
2 but, actually, it's in place. And it's been in  
3 place to assist hospitals, nursing homes,  
4 physicians and nurses to take electronic meter  
5 readings on people who are admitted to  
6 hospitals and care homes, et cetera.

7 I just don't want this -- I wanted to  
8 bring it to the Commission's attention, but  
9 this -- what the technology is, what it means,  
10 how it affects the wireless body area networks,  
11 and this came right off Wikipedia. In the  
12 security issue, it states, there are some  
13 interesting proposals in the published academic  
14 literature, et cetera, "however, the fact that  
15 such proposals have not yet been included with  
16 standard by IEE is incomprehensible." That is  
17 not my wording. That came right out of  
18 Wikipedia. So it's public knowledge.

19 JUDGE CLARK: Okay, so the top part of the  
20 document is -- refers to the turning the body  
21 into a wire, which I believe was submitted with  
22 Exhibit 5. So that's all already been admitted  
23 on. And then there's a section of your notes,  
24 and then the rest is Wikipedia; is that  
25 correct? Ms. Hurt?



1 MS. HURT: I'm reading. Yes, I think I  
2 did write on there one of the reference science  
3 articles is over 1,000 pages long.

4 JUDGE CLARK: Are there any objections to  
5 admitting Exhibit 11 onto the hearing record?

6 MS. HERNANDEZ: Yes, Judge. I think,  
7 again, the relevance of some of the items in  
8 that document and hearsay.

9 JUDGE CLARK: I'm going to sustain the  
10 objection to Exhibit 11. I do not believe that  
11 Wikipedia is a reliable source given that, at  
12 least for any period of time, it's modifiable.  
13 So Exhibit 11 is not admitted onto the hearing  
14 report.

15 MS. HURT: Very good.

16 JUDGE CLARK: Okay, let's talk about  
17 Exhibit 12.

18 (Claimant Exhibit 12 marked.)

19 JUDGE CLARK: And Exhibit 12 is a link to  
20 the Title 18, Chapter 1. Ms. Hurt, is what  
21 you're trying to enter here a Missouri rule?

22 MS. HURT: No, I believe it's a Code of  
23 Federal Regulations that's been archived  
24 regarding filing of rate schedules and tariffs.

25 JUDGE CLARK: And you've just provided the

1 link here, not the article, correct?

2 MS. HURT: I wouldn't refer to it as an  
3 article. It's a Code of Federal Regulations --

4 JUDGE CLARK: You provided a link to the  
5 law; is that correct?

6 MS. HURT: Correct, because the  
7 Missouri -- isn't -- my understanding is the  
8 Missouri Public Utility Commission publishes  
9 rate changes in the federal register, and  
10 that's why I've been trying to balance my  
11 research into federal regulations and state  
12 regulations the best I could.

13 JUDGE CLARK: What's the purpose of this  
14 exhibit? What are you wanting the Commission  
15 to take away from it?

16 MS. HURT: One second.

17 MS. KERR: I'll object to the -- this  
18 exhibit. Again, this is federal law, and since  
19 we're in a Missouri administrative proceeding,  
20 this is -- doesn't apply. So I'd object on  
21 grounds of relevance.

22 JUDGE CLARK: Okay, I'll note your  
23 objection. Ms. Hurt was going to explain to me  
24 why she believes that it is important for the  
25 commission to look at it.

1 MS. KERR: Right.

2 MS. HURT: My understanding -- I did not  
3 present Missouri -- excuse me, rate schedules  
4 and tariffs. I believe that all the parties  
5 involved already had that, so I didn't  
6 pursue -- I didn't want to be redundant, but  
7 this specific obligation to file these  
8 schedules and tariffs, I know what I wanted to  
9 say here, is that rates and tariffs are to be  
10 filed in the federal register is my  
11 understanding is the requirement within this  
12 application, subpart A. And I'm not aware  
13 where Missouri publishes rate schedules and  
14 tariffs and changes to the public, if that  
15 helps, Your Honor. I was trying -- I don't  
16 know. I don't know where they publish that.

17 JUDGE CLARK: What does that have to do  
18 with AMI meters?

19 MS. HURT: There's a fee associated with  
20 meters not using an AMI meter. I think the  
21 terminology now is not a smart meter or not a  
22 Wi-Fi enabled -- there are so different terms  
23 out there; I don't know what it was referring  
24 to, and it's confusing. It's confusing to the  
25 consumer and any regulations that has to do

1 with metering should be outlined clearly either  
2 in the -- a Missouri state register on  
3 regulations for consumers and a marketing  
4 campaign done, I think, by the Utility  
5 Commission to promote that. They do a lot of  
6 work, and their work needs to be well promoted  
7 to the public so they can see where these  
8 changes are occurring and how it affects them.  
9 Thank you.

10 JUDGE CLARK: Okay, that sounds like  
11 something you would like the Commission or the  
12 parties to do, but that doesn't sound like it  
13 relates to any sort of violation by Ameren  
14 Missouri. So Exhibit 12 is not admitted onto  
15 the hearing record. And I will sustain --

16 MS. HURT: Okay.

17 JUDGE CLARK: I will sustain -- I will  
18 sustain Staff's objection to Exhibit 13.

19 (Claimant Exhibit 13 marked.)

20 JUDGE CLARK: And I don't have Exhibit 13  
21 in front of me. What is Exhibit 13?

22 MS. HURT: I'm pulling it up. It is an  
23 opinion piece. It is an opt-in versus opt-out  
24 well-written article. White paper, it's  
25 called, regarding the analysis of privacy

1 policies that are intertwined with the AMI  
2 meters. It's --

3 JUDGE CLARK: Okay.

4 MS. HURT: -- the best article I can find.

5 JUDGE CLARK: I have it in front of me.

6 MS. HURT: I made no changes to it.

7 JUDGE CLARK: "Opt in versus opt out: a  
8 free-entry analysis of privacy policies." Any  
9 objection to admitting Exhibit 13 onto the  
10 hearing record? Ms. Hernandez, you're muted.

11 MS. HERNANDEZ: Yes, Judge. Relevance and  
12 hearsay.

13 JUDGE CLARK: I'm going to overrule  
14 objection and admit it onto the hearing record  
15 and give it its due weight.

16 (Exhibit 13 admitted onto the hearing record.)

17 MS. HERNANDEZ: Thank you.

18 JUDGE CLARK: Exhibit 13 is admitted onto  
19 the hearing record. I believe we've address  
20 all 14 exhibits? Did you have my other  
21 testimony that you wanted to offer at this  
22 time, Ms. Hurt, before --

23 MS. HURT: Not at this time.

24 JUDGE CLARK: Okay, it is --

25 MS. HURT: Not at this time.

1 JUDGE CLARK: -- 11:40. We ran much  
2 longer than I intended to run before taking a  
3 break, but we did take a break earlier in  
4 regard to the exhibits. So I think it would be  
5 appropriate time to take a lunch break as well,  
6 as it is 11:45. Given that I want to try and  
7 move as quickly as possible, I believe that I'm  
8 going to take a 30-minute lunch break to 12:30.  
9 So, at this time, when we come back from lunch,  
10 it will be -- we'll do Cross-examination,  
11 Ms. Hurt, and Ameren Missouri Staff and the  
12 Office of the Public Counsel will have an  
13 opportunity to cross-examine you. Let's come  
14 back at 12:30, and we'll go off the record.

15 (Wherefore, a lunch recess was taken.)

16 JUDGE CLARK: All right, it is now 12:31.  
17 We're going to go back on the hearing record.  
18 We just completed the Direct Examination of  
19 Nancy Hurt. Ms. Hurt, to explain to you the  
20 way this is going to go now, the other parties  
21 are going to have an opportunity to  
22 cross-examine you or ask you questions, and  
23 then the Commission may have some questions and  
24 I may have some questions, okay?

25 MS. HURT: Okay. I understand that I am

1 at a disadvantage because I don't have an  
2 attorney present, but I acknowledge that I am  
3 here pro se.

4 JUDGE CLARK: Thank you very much for  
5 acknowledging that again. Like I said,  
6 cross-examination questions are just questions  
7 to try and clarify the other party's positions,  
8 and possibly poke some holes in your testimony.  
9 And that's -- that is fair play, okay?

10 MS. HURT: I understand.

11 JUDGE CLARK: With that we did not -- we  
12 did not discuss an order of cross-examination  
13 since Ms. Hurt is the complainant, I'm going to  
14 move to the respondent next, so, Ameren  
15 Missouri, do you have any cross-examination for  
16 Ms. Hurt?

17 MS. HERNANDEZ: No questions, thank you,  
18 judge.

19 JUDGE CLARK: And the Staff of the  
20 Commission, do you have any questions for  
21 Ms. Hurt?

22 MS. KERR: No questions.

23 JUDGE CLARK: On behalf of the Office of  
24 the Public Counsel?

25 MS. VAN GERPEN: No questions, Your Honor.

1 JUDGE CLARK: Okay. Are there any  
2 Commission questions for this witness?

3 COMMISSIONER MITCHELL: Judge, I have just  
4 one.

5 JUDGE CLARK: Go ahead, Commissioner --

6 COMMISSIONER MITCHELL: This is  
7 Commissioner Mitchell.

8 JUDGE CLARK: -- Mitchell. Go ahead.

9 QUESTIONS BY THE COMMISSION

10 BY COMMISSIONER MITCHELL:

11 Q My understanding from listening to your  
12 testimony, your primary objection or concern about  
13 the automated meter technology is its, I guess, it's  
14 ability to secure your private information or the  
15 pulling of data remains private; is that your chief  
16 concern with the AMI?

17 A Excuse me, yes, sir, it's a -- it's part  
18 of it. It hasn't been reported by Ameren or any  
19 other, I don't know, advocacy group that they're not  
20 reporting their fault; they're not reporting the  
21 customer complaints; they're -- there's not  
22 recording going on that I could find to even present  
23 to the Commission, you know, here. This is another  
24 reason why I don't want it. My initial response  
25 was, I didn't need it.



1 Q Sure, sure.

2 A My meter works fine.

3 Q It is -- it is fair to say that the  
4 company has a policy and a procedure to allow their  
5 customers to opt out of their AMI products, and  
6 that -- that was offered to you and you declined  
7 that offer, even after it was explained that there  
8 was additional cost to having a nonstandard meter in  
9 their system; that's all fair to say?

10 A I didn't know the difference between one  
11 or the another. At the time it was explained to me  
12 by the first technician when he said to me,  
13 Ms. Hurt, this is not a smart meter. It's got the  
14 initials NSM on it. And I said, hold the phone. I  
15 opted out. I don't want any new meter. My -- is my  
16 meter working? I kept referring to that, my status  
17 on that, and to be clear, I was offered to call a  
18 number to say, do you want to opt out? You have  
19 this opportunity now. It didn't delineate at that  
20 time. I wasn't aware that there was a fee involved.  
21 I didn't know anything like that.

22 Q So based on --

23 A So it just -- I would tell my grandma -- I  
24 just told my grandma today I didn't want it.

25 Q Okay. Thank you. That helps.

1           **A     Thank you.**

2                   JUDGE CLARK: Thank you, Commissioner  
3 Mitchell. Are there any other commissioner  
4 questions? I hear none. Ms. Hurt, I've got a  
5 few questions for you. Bear with me because I  
6 took a bunch of notes, so I'm going to be  
7 backtracking kind of to the beginning of your  
8 testimony.

9                   QUESTIONS BY JUDGE CLARK:

10           Q     Now, at one point, you said there was  
11 another company that came out and parked near your  
12 transformer that was not Ameren Missouri; is that  
13 correct?

14           **A     That is correct.**

15           Q     And what company was that?

16           **A     I believe it said Northeast Missouri NEMR**  
17 **or NEMR. It's an acronym. NEMR, or NI -- I**  
18 **don't -- Northeast Missouri something. I've seen**  
19 **their trucks in town, but I don't know the company.**  
20 **They offer cable services.**

21           Q     And was --

22           **A     Cable services.**

23           Q     That was going to be my next question.

24 This kind of ties into what Commissioner Mitchell  
25 had asked you, because you talked a lot about target

1 marketing and that you had a concern that Ameren was  
2 sharing your information with third parties. Do you  
3 have any evidence that Ameren has been sharing your  
4 information with third parties?

5 **A No, and they've never disclosed that**  
6 **whether they do or not with a smart or AMI program**  
7 **on their website that I could find.**

8 Q Okay. So you can't -- you can't find a  
9 policy -- you can't find what their privacy policy  
10 is in relationship to AMI?

11 **A That's correct.**

12 Q Now, you talked both in your opening and  
13 briefly in your testimony about how you entered into  
14 a bilateral contract with Ameren Missouri, and they  
15 were somehow breaking that bilateral contract.  
16 You're aware that for the company to change rates,  
17 they have come to the Commission? You understand  
18 that, correct?

19 **A To change what, sir?**

20 Q If -- if an electrical corporation wishes  
21 to change a rate, they have to ask the permission of  
22 the Commission, correct?

23 **A I understand a rate, yes, but not terms**  
24 **service to my originally agreeing to having them**  
25 **provide electricity.**

1 Q Okay. I've having, I guess, maybe you  
2 explain to me, I've having a problem figuring the  
3 difference between why the Commission would be  
4 allowed to change a rate up or down, but would not  
5 be able to approve -- or why it would be incorrect  
6 for the Commission to approve a smart meter. I'm  
7 not being really clear on that.

8 A Well, I think I understand what you're  
9 saying, if I may. It's a line item point of  
10 reference on their billing. It's not a rate. It's  
11 a fee.

12 Q Okay.

13 A A monthly fee.

14 Q Are you familiar with other line items on  
15 your bill?

16 A Yes.

17 Q And can you tell me briefly, do you know  
18 what other line items on your bill that you've seen?

19 A I don't have it in front of me. There's  
20 taxes and rate adjustments, rate -- winter rates,  
21 cold weather rate, winter rate, I believe, and  
22 summer rate. I noticed that on one invoice, but I  
23 don't have any invoices in front of me.

24 Q Okay. Now, you had indicated, and I  
25 didn't really follow this, you had indicated that

1 disconnections should only be done with a policing  
2 authority. What do you mean?

3 A Well, it is, I believe, has been given --  
4 Ameren has been given the authority to shut  
5 someone's power off if they do not pay their bill;  
6 if they do not change their rate program; if they  
7 stop paying, basically. And that's when they have  
8 the authority to go in. If someone is acting or in  
9 a position of doing something illegally, I guess, on  
10 the property, we've seen that happen. They can shut  
11 the power off to a company -- to a business, a  
12 private residence, that might be acting or doing  
13 something illegal. That's what I was referring to,  
14 I guess.

15 Q Okay. Do you believe that Ameren Missouri  
16 can disconnect you for nonpayment?

17 A Yes, I read their -- that agreement term.  
18 I've always known that. I've always known that.

19 Q How do you see this as different?

20 A They are requiring me to pay for  
21 something -- to pay for nothing -- there's no  
22 change. I offered to take a meter reading for them.  
23 I offered to take a picture and text it to the  
24 technician. I can do that. I also know that I have  
25 the capability to prepay ahead of time. Ameren has

1 not approached me on -- for any of those  
2 opportunities, other than I did inform the first  
3 technician, I'll take a meter -- I'll take the meter  
4 reading. You don't have to come out here.

5 JUDGE CLARK: Okay. I believe those are  
6 all the questions I have. Are there any  
7 Recross based upon my questions for Ameren  
8 Missouri?

9 MS. HERNANDEZ: No questions, thank you.

10 JUDGE CLARK: On behalf the Staff of the  
11 Commission? Ms. Kerr, you're muted.

12 MS. KERR: No, no questions.

13 JUDGE CLARK: On behalf of Public Counsel?

14 MS. VAN GERPEN: No questions, Your Honor.

15 JUDGE CLARK: Ms. Hurt, this is now an  
16 opportunity what's called Redirect. Did you  
17 have anything that you wanted to tell the  
18 Commission around the questions I asked you?  
19 I'll just open it and make it more broad. Is  
20 there anything else that you wanted to tell the  
21 Commission before you finished testifying? You  
22 asked earlier if you could -- if you could  
23 possible testify the second day, and I  
24 indicated that -- that is not unusual.  
25 Usually, if I allowed you to do that, then

1 theoretically I should allow every other party  
2 to do that. So that's one of the reasons that  
3 we don't do that. Did you have any other  
4 testimony that you wanted to offer to the  
5 Commission today?

6 MS. HURT: Just on your Redirect --

7 JUDGE CLARK: Well, I opened it up --

8 MS. HURT: I specifically asked -- I'm  
9 sorry, I don't know what term I'm using here  
10 then correctly.

11 REDIRECT TESTIMONY BY MS. HURT:

12 MS. HURT: In relation to my discussion  
13 with the first technician that came to my  
14 property, I said, notify your supervisor. He  
15 can call me. I never interfered with that  
16 process, other than when just pulling into my  
17 driveway, and he just was going to do this  
18 without my permission. And I said, no, I opted  
19 out, and he wanted to put a different meter  
20 than the AMI meter, which I still didn't know  
21 what they were -- the difference between them.  
22 And I specifically said, please take notes for  
23 your supervisor. He's welcome to call me, and  
24 I never heard from anyone until the second  
25 technician showed up at my door and put that

1 door fob on my door.

2 JUDGE CLARK: Have you ever asked Ameren  
3 Missouri what their privacy policy is with  
4 regards to the meters?

5 MS. HURT: No, I have not. Well, I take  
6 that back. I asked the second -- I asked a  
7 customer service manager, I believe, Jasmine  
8 was her name, after I was in touch with the  
9 Missouri Utility commission prior to my filing  
10 a formal complaint, and I asked her, well, tell  
11 me what the benefits and features are, Jasmine,  
12 so I can understand what I'm getting into here  
13 if I were to agree to this. That's how I  
14 recall it, the conversation. And she said your  
15 meter is old. I said, okay, but is it working?  
16 So privacy issues with the AMI meter, I learned  
17 a lot about after the fact.

18 JUDGE CLARK: So you --

19 MS. HURT: I had heard enough from maybe a  
20 friend -- yeah, I mean, just socially heard  
21 from a friend, that they said, well, they had  
22 to pay something in their state, I think it was  
23 Michigan, but other than that, I really didn't  
24 know much about them. They used Wi-Fi. I knew  
25 that. I don't have Wi-Fi in my home.



1 JUDGE CLARK: Okay, I asked one additional  
2 question. Is there any Recross based upon that  
3 question? I hear none. Okay, thank you for  
4 your testimony, Ms. Hurt. Moving to Ameren  
5 Missouri. Ameren Missouri, do you have any  
6 witnesses you wanted to call today?

7 MS. HERNANDEZ: Yes, Judge. Ameren  
8 Missouri calls Aubrey Krcmar.

9 JUDGE CLARK: Ms. Krcmar, would you raise  
10 your right hand to be sworn.

11 (Aubrey Krcmar sworn.)

12 **THE WITNESS: Sorry, one second.**

13 MS. HERNANDEZ: Do you have your video?

14 JUDGE CLARK: Ameren, you may question  
15 your witness.

16 MS. HERNANDEZ: Thank you.

17 DIRECT EXAMINATION BY MS. HERNANDEZ:

18 Q Can you state and spell your name for the  
19 court reporter, please?

20 **A Yes, it's Aubrey Krcmar. A-u-b-r-e-y,**  
21 **last name K-r-c, like cat, m-a-r.**

22 Q Ms. Krcmar, where are you employed?

23 **A I work for Ameren Missouri.**

24 Q And what's your position with Ameren  
25 Missouri?

1           A       I'm a currently regulatory liaison within  
2 the Regulatory Affairs department.

3           Q       And have you held any other positions  
4 with Ameren Missouri in the past?

5           A       I have. I've been with Ameren Missouri  
6 for 23 years. I spent 17 years in our call center.  
7 I had several roles in the call center, including  
8 being a customer service representative. I was a  
9 call center supervisor when I left that role six  
10 years ago to take my current position within  
11 Regulatory Affairs as a regulatory liaison.

12          Q       And what do your duties include as a  
13 regulatory liaison?

14          A       One of the main priorities in my current  
15 role is to ensure that Ameren Missouri's business  
16 practices are aligned and in compliance with the  
17 many rules and regulations that Ameren Missouri has  
18 both the Public Service Commission rules, as well as  
19 our own tariffs. I also serve as the primary  
20 company witness in customer formal complaints before  
21 the Commission, doing all the investigation work and  
22 then again, serving as the company witness in the  
23 hearings.

24          Q       And are you familiar with Ms. Hurt's  
25 complaint?

1           A     Yes.

2           Q     And did you review the complaint?

3           A     I did.

4           Q     And what did you do to review the  
5 complaint?

6           A     So any time I'm reviewing a customer  
7 complaint, I start -- and basically start and look  
8 to see everything that has gone through. I review  
9 all of our company records, all of our system  
10 records, all of our field orders. Any -- I listen  
11 to all of the customer telephone calls that have  
12 come in and been recorded within our call center.  
13 And not only looking for the specific information  
14 related to the complaint, but really looking  
15 holistically at everything that has occurred within  
16 that customer record.

17          Q     Okay. What do we send new customers when  
18 someone becomes a new customer of Ameren Missouri,  
19 what's sent to the customer?

20          A     We do have what we call a welcome packet,  
21 that is mailed to all new customers if our system,  
22 which is the main system we use -- we refer to  
23 internally as CSS. It's our customer service  
24 system, but when a new customer record is initiated,  
25 then the system recognizes this is a brand new

1 customer to Ameren Missouri, when they set up a new  
2 account, a welcome packet is mailed, and that  
3 includes the customer's rights and responsibilities  
4 brochure, which has been -- which is a one-page  
5 brochure that we actually recently -- I say  
6 recently, probably five years ago revised and shared  
7 with OPC and Staff, as we're required to do, we're  
8 required to share with them our new customer packet  
9 or our customer rights and responsibilities, but  
10 that is mailed to new customers when they start  
11 service with us.

12 Q You mentioned that when you were reviewing  
13 Ms. Hurt's complaint, you looked at, I believe,  
14 customer contacts with the company. Can you explain  
15 for the Commission sort of the contacts that were  
16 made by Ms. Hurt, as well as the contacts that were  
17 made, or attempted to be, made by Ameren Missouri  
18 with the customer regarding opt out of AMI meter?

19 A I can. So, we did develop when we  
20 initiated our installation of AMI readings through  
21 our service territory, we implemented the  
22 communication plans, and that included initial  
23 communication that was sent to our customers to give  
24 them a heads-up that AMI is coming to your area and  
25 give them some more information about that.

1                   So with Ms. Hurt's particular  
2 account, in May, we sent her the initial welcome  
3 letter, basically. It's an AMI informational letter  
4 stating that, you know, we were going to be  
5 upgrading her meter to -- from her AMR meter to a  
6 smart meter. We followed that up with a second  
7 piece of communication, which is a postcard and that  
8 says -- that's generally sent within three weeks of  
9 us being in a particular customer's neighborhood.  
10 So it's more of a, okay, now, it's really close;  
11 we're going to be here soon. So, that information  
12 was sent. From my review of the account contacts  
13 and review of the telephone calls that Ms. Hurt made  
14 to our company, I was able to determine that  
15 Ms. Hurt did call us and had received some  
16 communication advising that we were going to be  
17 upgrading her meter to a smart meter. And she  
18 called to tell us that she did not want the AMI  
19 installation, and she would be opting out.

20                   So, the charges were discussed, and  
21 if I can clarify just a bit, when a customer  
22 requests to opt out of a smart meter installation or  
23 if they don't -- if they currently have an AMR meter  
24 and they want to opt out of that AMR (sic) meter,  
25 it's important that we confirm with the customer

1 they do accept the Commission approved fees that go  
2 along with that meter.

3           So, Ms. Hurt, I do think -- so she  
4 was made aware of the fees when she called. So that  
5 was in June. And if my memory serves correctly, I  
6 think we went out mid-June to install the  
7 nonstandard meter at the request of the customer,  
8 and when we do go -- when an Ameren employee went  
9 out to her home to install the nonstandard meter,  
10 that is when she was adamant that she did not want  
11 the additional fees, so she did not want the  
12 nonstandard meter installed; she wanted to keep her  
13 existing meter.

14           So, at that point, this account was  
15 then sent to our -- we still have currently a  
16 special smart meter program, and there were special  
17 smart meter advisers that were working in the orders  
18 that were coming back such as this, where a customer  
19 in the field refused installation of the nonstandard  
20 meter or an AMI meter. There was special follow-up  
21 work done. So, on July -- so in July, we mailed --  
22 we called the customer and left her message and  
23 asked her, you know, gave some more information  
24 about the nonstandard meter and what would be  
25 associated, the fees that would be associated with

1 that, and asked her to contact us.

2 She needed to make a decision between  
3 the nonstandard meter or an AMI-meter installation.  
4 We did not hear -- get or receive a return call, so  
5 we actually then mailed a letter, which a 30-day  
6 notification letter that explains the process. We  
7 did not hear from the customer -- basically,  
8 internally, we needed to know whether or not she  
9 wanted to have the MSN meter installed or the AMI  
10 meter installed.

11 Since we did not hear back from her,  
12 we also mailed the second follow-up letter, which is  
13 a notice that your services will be disconnected if  
14 you do not contact us to choose between either an  
15 AMI meter or a nonstandard meter. So that was the  
16 communication we sent. We also, the day prior to us  
17 going out to take action, we called and left another  
18 voicemail for the customer that explained again, we  
19 need to know what your decision is. Unfortunately,  
20 keeping the AMR meter is not an option. We need to  
21 know if you would like AMI or a nonstandard meter,  
22 and, unfortunately, we still did not receive a  
23 return call from the customer and that's why the  
24 services were disconnected.

25 So I know that was a long way of

1 telling you, that, you know, all of the  
2 communication we made, but we did make, but we did  
3 make -- we sent out two notification letters; and we  
4 had made two phone calls during this process to try  
5 to reach the customer.

6 Q All right, I'm going to have you look at  
7 the exhibits somewhat out of order, but could you  
8 look at Exhibit 103-C?

9 (Ameren's Exhibit 103-C marked.)

10 **THE WITNESS: I got it.**

11 Q (By Ms. Hernandez) And do you recognize  
12 these letters?

13 **A I do.**

14 Q Is this a record that's held in the normal  
15 course of Ameren's operations?

16 **A It is, yes.**

17 Q And are these true and accurate copies of  
18 that business record?

19 **A They are.**

20 Q Were these the written letters you were  
21 referencing in your previous testimony you stated  
22 were sent to the customer?

23 **A Yes. The 30-day July 17th letter and then**  
24 **the August 18th letter was the final notice that was**  
25 **mailed to her.**



1 MS. HERNANDEZ: I ask to admit  
2 Exhibit 103-C?

3 **THE WITNESS: You're on mute, Judge.**

4 JUDGE CLARK: Thank you, very much. Are  
5 there any objections to admitting Exhibit 103-C  
6 onto the hearing record? And, Ms. Hurt, just  
7 so you understand, the C stands for  
8 confidential. That means that Ameren is -- is  
9 requesting that being entered into the case as  
10 a confidential exhibit, which means that nobody  
11 that is not part of the case can see it. So  
12 the general public will not be able to see this  
13 exhibit, and it is confidential because it  
14 contains some of your customer-specific  
15 information on it. With that --

16 MS. HURT: Yes.

17 JUDGE CLARK: You do have an objection?

18 MS. HURT: I do.

19 JUDGE CLARK: Okay, what's your objection?

20 MS. HURT: My objection is that it did  
21 not -- their evidence does not include the  
22 envelope.

23 JUDGE CLARK: Can you explain to me why  
24 that is important?

25 MS. HURT: I -- they sent a disconnect

1 notice through standard mail. My -- my  
2 property is a part-time residence, so sometimes  
3 my mail is put on hold at the post-office.

4 JUDGE CLARK: Okay, did you --

5 MS. HURT: And when I picked it up --  
6 yeah, I can't guarantee that I have received  
7 it. That's my point. There's no -- did they  
8 show I received this? I mean --

9 JUDGE CLARK: I don't know how they would  
10 have a way of knowing that you received it  
11 unless you contacted them and let them know.

12 MS. HURT: I agree.

13 JUDGE CLARK: I mean, it would be the same  
14 way if you -- if you pay your bill to Ameren.  
15 You assume it got there, unless they contact  
16 and said that they don't receive payment; is  
17 that fair?

18 MS. HURT: It is fair. They do send me a  
19 text notice, and I appreciate that when payment  
20 is received.

21 JUDGE CLARK: Oh, okay, so I did not know  
22 that.

23 MS. HURT: Uh-huh.

24 JUDGE CLARK: I will note for the record  
25 that the envelope was not included, and that it

1 was mailed via standard mail, according to  
2 Ms. Hurt, but I'm going to overrule your  
3 objection and admit Exhibit 103-Confidential,  
4 onto the hearing record.

5 (Ameren Exhibit 103-Confidential admitted onto the  
6 hearing record.)

7 MS. HERNANDEZ: Thank you, Judge.

8 Q (By Ms. Hernandez) If you could look at  
9 the first page of Exhibit 103-C. Sorry, the front.  
10 It's a one-page document, the front. And you see at  
11 the top, the date, July 17, 2023?

12 A Yes.

13 Q Do you have any reason to believe that the  
14 letter was not mailed on July 17th, 2023, to the  
15 customer --

16 A I do not and then I also --

17 JUDGE CLARK: That's -- that's not the  
18 date, I see on the -- oh, okay, I'm sorry,  
19 we're on the wrong -- I'm on the other side.  
20 Never mind. Go ahead, I was wrong.

21 THE WITNESS: I do not, and I also would  
22 like to mention that in our account contacts,  
23 there's also a contact that's states this  
24 letter was mailed on July 17th. So from  
25 review of the company records, there are two

1           **places that I -- that lead me to believe that**  
2           **it was mailed on July 17th.**

3           Q       (By Ms. Hernandez) And then you look at  
4 the back --

5           MS. HURT: I object, Your Honor.

6           JUDGE CLARK: Ms. Hurt, did you have an  
7 objection?

8           MS. HURT: Yes, I object, because -- yes,  
9 when Ameren Missouri contacts their customers,  
10 they do not identify themselves as Ameren  
11 Missouri on their phone calls. It's just a  
12 random phone number, from my perspective.

13          JUDGE CLARK: What's -- so what part of  
14 your testimony are you -- what part of  
15 Ms. Krcmar's testimony are you objecting to?  
16 I'm not sure I follow.

17          MS. HURT: That she stated that they  
18 called me after the letter was sent, but they  
19 don't identify themselves as Ameren when  
20 they're reporting to a customer that there's a  
21 disconnect notice involved. It's a random  
22 phone number.

23          JUDGE CLARK: So, is your objection that  
24 it doesn't show up on your caller ID as Ameren  
25 Missouri?

1 MS. HURT: Correct. I did actually raise  
2 that issue with Aubrey, I think, in our -- one  
3 of our conversations later -- later on when she  
4 and I spoke, I said, well, I didn't know this  
5 was you calling me, Aubrey. So it does make a  
6 difference when you're trying to balance all of  
7 the calls one gets.

8 JUDGE CLARK: Okay, I'm going to overrule  
9 the objection. Ms. Krcmar, you can go on.

10 Q (By Ms. Hernandez) Did have -- did you  
11 have anything else to that explanation?

12 A I think you had asked me the date on the  
13 letter, if there was any reason that I didn't  
14 believe that that was the date it was sent, and I  
15 said no, and also because in our account contacts,  
16 there's also a contact indicating that that letter  
17 was mailed on July 17th.

18 Q And then if you would turn to the back of  
19 Exhibit 103-C? Do you see the date at the top of  
20 the letter on the back?

21 A Yes, August 18th.

22 Q And do you have any reason to believe that  
23 this letter was not mailed to the customer on  
24 August 18th, 2023?

25 A I do not.

1 Q Earlier, you were present for Ms. Hurt's  
2 testimony, correct?

3 A Yes.

4 Q Did you hear her speak about someone  
5 requesting personal health information? Do you  
6 remember her testifying about that?

7 A I do remember that, yes.

8 Q Okay. Did -- from your review of the  
9 contact notes, did Ameren send the customer a  
10 medical form?

11 A Yes, we did e-mail procedures, a medical  
12 equipment registry form to an e-mail address that we  
13 had on file for Nancy Hurt on September 26th.

14 Q What year was --

15 A 2023.

16 Q Okay. And why did Ameren send that form  
17 to Ms. Hurt?

18 A From a conversation that I had with the --  
19 with my coworker who actually sent that medical  
20 equipment registry form, that was based on a request  
21 that had been received or a conversation that had  
22 been had between Dr. Marke with the OPC and our  
23 manager, and, so, there was a request that we mail  
24 out a medical equipment registry form to the  
25 customer, so we did that.

1 Q And what type of information does that  
2 medical form request from the customer?

3 A Goodness gracious. I don't have one in  
4 front of me to remember -- to recall exactly, but  
5 from my recollection, there is a request to -- for  
6 the customer to fill out what type of medical  
7 equipment is used at home. This particular form, I  
8 don't think is required to be signed by a doctor but  
9 I could be wrong. It may require a physician's  
10 signature, but I do know that in general we're  
11 asking for what type of equipment, medical  
12 equipment, is used in the home.

13 Q And why would Ameren being asking that?

14 A Well, for our medical equipment registry,  
15 that is a registry that customers can elect to sign  
16 up for, which will code their account. It depends  
17 on what type of medical equipment is being used. If  
18 it's critical equipment or it's just cautionary  
19 equipment, but it can allow for certain protections  
20 in cases of, for example, nonpayment disconnection,  
21 if there's life-sustaining equipment that's used in  
22 the home, there are certain steps that our credit  
23 department would take prior to interruption.  
24 There's extra notification. There's maybe a load  
25 limiter, that be would be used.

1                   **And we also, in cases of planned**  
2                   **outages, if someone is on the medical equipment**  
3                   **registry, they may receive a different -- some type**  
4                   **of advanced notice. But it's just -- there's so**  
5                   **many different variants depending on what type of**  
6                   **medical equipment is used. If it's, like I said,**  
7                   **life sustaining or just precautionary.**

8                   Q       Okay. Did Ameren Missouri ever receive  
9                   that medical form back from Ms. Hurt?

10                  **A       Not according to my review of the records.**

11                  Q       And I just want to clarify the record, you  
12                  mentioned several dates earlier when you were going  
13                  through the customer contacts. Were all these dates  
14                  in reference to 2023?

15                  **A       Yes.**

16                  Q       Do you remember Ms. Hurt talking about  
17                  Ameren -- I guess, taking actions against customers  
18                  who choose not to opt out? Do you remember her  
19                  testifying about negative consequences Ameren may  
20                  impose on a customer who chooses not to opt out?

21                  **A       I vaguely recall.**

22                  Q       Okay. Does -- does Ameren take any  
23                  actions against a customer whether they chose to opt  
24                  out or accept an AMI meter? I guess my question is,  
25                  do we do anything -- I'm trying to remember the term



1 that Ms. Hurt used, anything negative to the  
2 customer based on their decision on -- as to which  
3 meter they would like to use in the provision of  
4 electric service?

5 **A No.**

6 Q So we don't single any customer out?

7 **A No.**

8 Q Okay. Let's look at Exhibit 100.

9 (Ameren Exhibit 100 marked.)

10 Q (By Ms. Hernandez) And are you familiar  
11 with the report of the Staff in this case?

12 **A I am, yes.**

13 Q And are you familiar with the  
14 recommendations that they made in their report?

15 **A Yes.**

16 Q In regards to the language recommendation  
17 that Staff made, can you explain a little bit about  
18 steps that Ameren took to put in place those  
19 recommendations made by Staff?

20 **A Yes, definitely. So the staff report, I**  
21 **believe, was filed -- I think around December 20th**  
22 **of last year, and they made several recommendations.**  
23 **The recommendation related to our correspondence was**  
24 **a recommendation that our denial of service letters**  
25 **did not include all of the components that the**

1 Chapter 13.035 denial of service rule indicates that  
2 denial of service letter should include.

3 So we took action -- one of the data  
4 requests that I had received from Staff was to share  
5 all denial of service letters, any types of letters  
6 that we would have sent in these situations, shared  
7 those with Staff. And I think it might be the third  
8 page of Exhibit 100. This is our general denial of  
9 service letter that we sent to any customer in a  
10 situation where we are denying service. They have  
11 requested service with us, and we are denying it for  
12 a certain reason.

13 This letter was revised to included  
14 this specific information regarding the fact that if  
15 a customer is not satisfied with the information  
16 that Ameren Missouri has provided them, then they  
17 have the right to file a complaint with Commission  
18 Staff. So we included that paragraph, as well as  
19 the language in Chapter 13 mentions that there  
20 should be a language for a statement in Spanish  
21 advising a customer that if they don't read English,  
22 to either call the company and ask for an  
23 interpreter or have someone interpret the letter.

24 So, the third page is our general  
25 denial of service letter, and we worked to

1 incorporate those changes internally, and this --  
2 this was pushed to our production.

3 Now, the first two -- so this letter  
4 in Exhibit 100 is our current denial of service  
5 letter that incorporates the changes that Staff  
6 requested, recommended.

7 Q On page 3?

8 A Page 3, yeah.

9 Q Okay.

10 A So the first two pages, this is the letter  
11 that we -- we developed a process back in early  
12 2021, we started working internally on a process  
13 that we could follow across the company for  
14 situations such as the one Ms. Hurt was in, where  
15 customers were denying us access to either install  
16 an AMI meter, and they also were denying the fees --  
17 to pay the fees for a nonstandard meter. So we had  
18 customers where we really needed to come up with a  
19 process on how to best handle those.

20 So we had worked to come up with  
21 notification letters and disconnection letters for  
22 customers that, under our discontinuance of service  
23 rule and our tariff, there is a reason of  
24 disconnection for failure to allow the company  
25 access to change or replace the equipment.

1                   So these first two letters in  
2 Exhibit 100, are the ten-day notification letters  
3 that we sent to both of our guests or electric  
4 customers, after we already sent them a 30-day  
5 notification and try to make a phone call contact  
6 with a customer that explains to the customer, you  
7 know, we have to know what your decision is. If the  
8 decision is to keep your meter, your current AMR  
9 meter is not an option. You must choose between our  
10 nonstandard metering service or installation of a  
11 smart meter or AMI metal meter.

12                   So, this is the letter that we also  
13 incorporated the changes, we added the denial of  
14 service verbiage to these letters as well, which, I  
15 mean, they're not technically denial of service  
16 letters, they're really a notice of disconnection,  
17 but the way that the tariff -- remote reading, the  
18 remote meter opt-out tariff read and points to the  
19 denial of service letter in Chapter 13, we felt we  
20 would go ahead and make those suggested changes for  
21 these two letters as well.

22                   So, in a nutshell, the Staff's  
23 recommendation was that we revise our denial of  
24 service letter to include the Spanish statement and  
25 the NPSC contact information, and we added that to

1 our general denial of service letter, as well as  
2 these notifications of potential disconnect for  
3 refusal to decide between AMI or a nonstandard  
4 meter.

5 Q Okay. And I'm not asking for a legal  
6 conclusion. I'm understand you're not attorney, but  
7 you apply the Commission rules on a daily basis in  
8 your position --

9 A Yes.

10 Q -- correct? Okay. From your  
11 understanding of Chapter 13, does the rules on  
12 service disconnection require a Spanish-speaking  
13 statement or contact information for the Missouri  
14 Public Service Commission to be on disconnection  
15 letters? So --

16 A Yes.

17 Q All right. And I remember the word I just  
18 couldn't think of a few questions ago, in terms of  
19 does Ameren Missouri retaliate against any customer  
20 for choosing to opt out?

21 A No.

22 Q Do we retaliate any time against any  
23 customer that chooses a AMI meter instead of opting  
24 out?

25 (Court reporter clarification.)

1           **THE WITNESS: No.**

2           MS. HERNANDEZ: I'd move for admission of  
3 Exhibit 100 at this time.

4           JUDGE CLARK: Are there any objections to  
5 admitting onto the hearing record?

6           MS. VANGERPEN: Your Honor, this is  
7 Lindsay with OPC. I stepped into this case  
8 later, so I don't actually have a copy of  
9 Ameren's exhibits. I don't believe, based on  
10 testimony, that I would have any objection, but  
11 I also haven't seen those documents either.

12           MS. HERNANDEZ: I apologize. Yes, I did  
13 send those out yesterday, but I don't believe  
14 OPC was on their -- on that e-mail as I guess  
15 we didn't expect OPC to be a part. So that's  
16 my fault. I can forward those to you right  
17 now.

18           MS. VANGERPEN: Thank you, I appreciate  
19 it.

20           JUDGE CLARK: If you would go ahead and do  
21 that. I'm going to wait until Ms. VanGerpen  
22 has an opportunity to personally look at it at  
23 least, before we can continue. So while that's  
24 going on, I'm going to go off the record.

25           (Wherein, a short recess was taken.)

1 JUDGE CLARK: Let's go back on the record.

2 Okay, we are back on the record. We went off  
3 the record, so Public Counsel would have an  
4 opportunity to look at the Ameren Missouri  
5 Exhibits, and you have had an opportunity to do  
6 that now, correct?

7 MS. VANGERPEN: I have, Your Honor.

8 JUDGE CLARK: Now, earlier, I admitted  
9 103-C onto the hearing record, but you would  
10 not have had a chance to see that at that time.  
11 Do you have any objections to 103-C being  
12 admitted onto the hearing record?

13 MS. HERNANDEZ: I do not, Your Honor.

14 JUDGE CLARK: Okay, then it's previous  
15 admission onto the hearing record stands. I  
16 asked if there were objections to Exhibit 100.  
17 Are there any objections to Exhibit 100?

18 MS. VANGERPEN: No, Your Honor.

19 MS. KERR: No, Your Honor.

20 JUDGE CLARK: Okay, Exhibit 100 will be  
21 admitted onto the hearing record.

22 (Ameren Exhibit 100 admitted onto the hearing  
23 record.)

24 MS. HERNANDEZ: Thank you. If you could  
25 look at what has been marked as Exhibit 101.

1 (Ameren Exhibit 101 marked.)

2 Q (By Ms. Hernandez) Do you have that?

3 **A I have that -- yes.**

4 Q Okay. And earlier you were -- I asked you  
5 about the Staff recommendation, and you discussed  
6 the change in the language of the Spanish-speaking  
7 statement and the PSC contact information. Was  
8 there another recommendation made by Staff?

9 **A Yes, there was also recommendation from**  
10 **Staff that we add some additional language, an**  
11 **additional definition, in our tariff to better**  
12 **explain the differences between a meter and**  
13 **nonstandard meter.**

14 Q And then what is Exhibit 101?

15 **A So Exhibit 101 is a tariff sheet that we**  
16 **filed in our current electric rate review case. And**  
17 **it does include, sheet 89, includes a definition for**  
18 **a nonstandard meter, which did not exist in the**  
19 **past, so we're hoping that this clarifies a**  
20 **nonstandard meter.**

21 Q And was that proposed tariff revision done  
22 in response to the Staff -- Staff's recommendation?

23 **A Yes, it was.**

24 Q And then I'm going to skip around a little  
25 bit, but going back to Exhibit 100, where are --



1 where are these letters in terms of -- well, I guess  
2 the question is, is Ameren Missouri using these  
3 letters currently in these revised letters?

4       **A**     **Yes, we are. Page 3 of Exhibit 1, which**  
5 **is our general denial of service letter, that was --**  
6 **this is the letter that can be generated out of our**  
7 **customer service system, our CSS system, and that**  
8 **was pushed to production in June, so as of June,**  
9 **this has been -- this is the letter that we're**  
10 **using. The other two letters are used through --**  
11 **they're pulled through what we call our land tool,**  
12 **which is letters -- Letter Automated Mass Mailing**  
13 **Tool. And those -- these letters have been in there**  
14 **since February. February, earlier this year. So,**  
15 **yes, to answer your question all three of these**  
16 **letters are in production today. These are the**  
17 **letters that we are using.**

18       **Q**     **If you could turn to the back -- second**  
19 **page of Exhibit 101. What is this second page of**  
20 **Exhibit 101?**

21       **A**     **So, sheet 129, is the -- where the tariff**  
22 **language exists that discusses the remote-meter**  
23 **reading opt-out option.**

24       **Q**     **Okay. And, I guess, can you talk about**  
25 **this tariff provision and how Ameren Missouri**

1 follows this tariff provision in provision of  
2 service?

3 A Sure. So this is -- this has been in our  
4 tariff for quite -- I think, since 2017. Where  
5 customers who do not want any automated meter  
6 reading meters installed on their property, are  
7 given the option to opt out. And if they do opt out  
8 of -- our residential service customers only, if our  
9 residential customer chooses to opt out, and if they  
10 either want -- if they previously -- if they  
11 currently have an AMI meter and wanted that removed  
12 or they're opting out because they don't want us to  
13 install an AMI meter, we will install a nonstandard  
14 meter for those customers, which do require a manual  
15 monthly meter reading from our employees, and the  
16 charges that are associated with such, are  
17 referenced here making mention that the charges are  
18 listed on our miscellaneous charges sheet, Number 63  
19 of our tariff.

20 It also goes on to state that if a  
21 customer is denying us access to their property  
22 through either a verbal denial or threats of  
23 violence or they failed to allow us access to set up  
24 a time, to set up an appointment for access, then we  
25 notify them in writing that failure to provide

1 access to install this remote-meter reading  
2 equipment will result in them being considered an  
3 opt-out customer.

4 The notification includes -- must  
5 include the charges that are included on Sheet 36,  
6 the miscellaneous charges, and we shall follow the  
7 notice procedures that are found in the denial of  
8 service rule within Chapter 13.

9 Q And when you say the rules, the denial of  
10 service rules, is that for notifying a customer  
11 of -- of -- of their decision to opt out?

12 A I'm sorry, can you repeat that?

13 Q Sure. On page 101, the backside, you were  
14 just talking about the remote-meter reading opt out  
15 and the rule language for denial of service. Is  
16 that -- are those notice procedures when a customer  
17 is going to be just denied service?

18 A Not necessarily. Not really. I mean,  
19 like, it's -- in a situation where it is already an  
20 existing customer, we're not denying them service.  
21 So in those situations, we are noting them -- we are  
22 kind of falling back on our discontinuance of  
23 service tariff, which indicates that we can  
24 disconnect service to customers for refusing after  
25 reasonable notice to permit replacement of company

1 **equipment.**

2 MS. HERNANDEZ: Okay. Your Honor, at  
3 this time, I move for the admission of  
4 Exhibit 101.

5 JUDGE CLARK: Any objections to the --  
6 hold on just a second. Any objection -- did  
7 you -- Ms. Kerr, does this pertain to  
8 Exhibit 101 or something else?

9 MS. KERR: Exhibit 101. This -- I'm going  
10 to object. Object -- Exhibit 101 has just  
11 been -- it's not a filed tariff. It's just a  
12 proposed tariff. It's not in effect. So I  
13 don't --

14 JUDGE CLARK: Ameren, do you have  
15 a response to Ms. Kerr's objection, because  
16 she's correct. And let me ask one question  
17 real quick by way of disclosure. This is --  
18 this is -- this is the currently pending Ameren  
19 rate case, ER-2024-0319?

20 MS. HERNANDEZ: Correct. I was offering  
21 the exhibit for the purpose of showing on the  
22 second page, the -- let's see. Well, I  
23 guess -- it's on the first page. The  
24 nonstandard meter definition that the witness  
25 testified was -- we took the Staff's

1 recommendations into account in our filing a  
2 change or proposed change in the rate case  
3 based on their recommendations for that.

4 I can ask additional questions. I think I  
5 understand what Ms. Kerr's objection is on the  
6 remote-meter reading opt-out language; that is  
7 in our current tariff, which is in 102, so I  
8 can -- I can talk to questions about that.

9 JUDGE CLARK: Um, if you --

10 MS. HERNANDEZ: So I guess -- I can -- I  
11 can hold admission, sorry.

12 JUDGE CLARK: I am -- I am going to let  
13 you ask those questions. I wanted to disclose  
14 that I am the regulatory law judge assigned to  
15 oversee that current Ameren -- or that pending  
16 Ameren rate case ER-2024-0319, so this tariff  
17 is actually, I guess, would be filed in a case  
18 that I'm overseeing, but that's just so  
19 everybody knows. But go ahead and ask your  
20 questions.

21 Q (By Ms. Hernandez) Okay. So you were  
22 talking about -- earlier, the procedures for opt  
23 out. If you would look at Exhibit 102, and it's the  
24 second page of 102. There where it was says  
25 "Remote-meter reading opt out." Is that our current

1 tariff provision for remote-meter reading opt out?

2 **A That is the current one, yes.**

3 Q Okay. So the procedure you were outlining  
4 earlier about how the company goes about determining  
5 if a customer wants to opt out or not, the  
6 procedures are the same on Exhibit 101 versus 102?

7 **A Yes. We just have additional language**  
8 **proposed for the new tariff, but the content is the**  
9 **same in both, yes.**

10 Q And the steps that Ameren would take are  
11 the same in both?

12 **A Yes.**

13 JUDGE CLARK: Okay.

14 MS. HERNANDEZ: I think with that, I  
15 would offer Exhibit 101.

16 JUDGE CLARK: Does Staff still have an  
17 objection to Exhibit 101?

18 MS. KERR: Yes. Again, Exhibit 101 is  
19 just a proposed tariff. It has not been --  
20 it's not been vetted by the Staff. It's not  
21 been approved by the Staff. It's -- I mean,  
22 the hearing in the rate case hasn't even begun.  
23 The parties haven't made any determinations on  
24 that. I object as to the relevance of that;  
25 it's just a proposal at this point. We can

1 talk about it, but I don't think that the  
2 exhibit itself should be entered into evidence  
3 at this point.

4 JUDGE CLARK: My first thought on this was  
5 to admit it into evidence, but limit it to the  
6 purpose of showing only that Ameren has  
7 proposed language changes, but, frankly, in  
8 thinking about it, I don't see what that really  
9 has to do with this case; because the question  
10 is, whether a violation has been committed, not  
11 whether a violation is in the process of being  
12 remedied.

13 MS. HERNANDEZ: If I may respond, Judge?

14 JUDGE CLARK: You may.

15 MS. HERNANDEZ: I think your statement is  
16 correct. The purpose was to show that Ameren  
17 is trying to implement the recommendations  
18 given by Staff. We understand that it's  
19 still -- it's a proposed tariff. It's not in  
20 effect. I'm not suggesting that this tariff  
21 page, you know, be given any, you know,  
22 approval effect through it's admission. The  
23 sole purpose is just to say that we have tried  
24 to implement the recommendation that Staff  
25 proposed.

1 JUDGE CLARK: Okay. I'm going to sustain  
2 Staff's objection, and 101 is not admitted onto  
3 the hearing record. You may continue.

4 MS. HERNANDEZ: All right. I might have  
5 to ask a few questions based on the exhibit not  
6 being admitted.

7 Q (By Ms. Hernandez) Can you explain --  
8 well, let's go back to the Staff's report. In your  
9 testimony you talked about the Spanish-speaking  
10 statement and the Missouri Public Service Commission  
11 contact information and how Ameren has put those on  
12 letters now going out to the customers. Can you  
13 explain what steps Ameren has taken in terms of  
14 Staff's second recommendation?

15 A Yes, we have -- the second recommendation  
16 was related to needing further clarification in our  
17 tariff's definitions so that there was a better  
18 understanding of what the differences between a  
19 regular meter and nonstandard meter were. So we  
20 have actually come up with -- we did add a  
21 definition for nonstandard meter into our tariff  
22 definitions. We have proposed that to be filed in  
23 our current electric rate review case.

24 Q When you say proposed that to be filed,  
25 was that proposed tariff sheet filed as part of the



1 rate case?

2 A Yes, the proposed tariff sheet was filed,  
3 of course, pending the decision in the case.

4 Q Okay. If you could look on Exhibit 102,  
5 and I think you mentioned earlier or discussed  
6 opt-out charges.

7 (Ameren Exhibit 102 marked.)

8 Q (By Ms. Hernandenz) What is Exhibit 102?

9 A Exhibit 102 are various sheets in our  
10 Commission-approved tariff. The first page is Sheet  
11 63, which lays out some miscellaneous charges,  
12 including the opt-out charges for remote-meter  
13 reading opt out. The one-time set-up charge of \$100  
14 and the nonstandard meter charge monthly of \$40.

15 Q And then I believe you discussed Sheet  
16 Number 129, but if you could go to the third page of  
17 that Exhibit Sheet 142, what is this sheet?

18 A 142 is the Disconnection-Reconnection of  
19 Service Tariff for Ameren Missouri. It includes the  
20 reasons for either denial of service or  
21 disconnection of service. There are ten reasons  
22 listed, but the company can -- has the right to  
23 either deny service or written notice disconnect  
24 service. So there are ten reasons listed there.

25 MS. HERNANDEZ: Okay. I move for

1 admission of Exhibit 102.

2 JUDGE CLARK: Are there any objections to  
3 the admission of Ameren Exhibit 102, which are  
4 approved company tariff sheets: number 63, 129,  
5 and 142?

6 MS. KERR: Staff doesn't have any  
7 objections to 102, Exhibit 102, it's just that  
8 these aren't the ones that are printed off of  
9 EFIS, that are filed in EFIS. I would just ask  
10 that the ones that are filed in EFIS be the  
11 ones that are filed in the case, the exhibits.

12 JUDGE CLARK: I think that's appropriate.

13 MS. HERNANDEZ: Sure. I mean, I think I  
14 pulled these from -- it may not have the EFIS  
15 stamp as filing or I put the exhibit number at  
16 the bottom, but certainly if we just want to  
17 take notice or if --

18 MS. KERR: Yeah, these don't have the file  
19 stamped at the bottom, that's --

20 MS. HERNANDEZ: Okay. I can do either.  
21 I guess I can ask to take notice of these on  
22 file, or I can certainly pull the stamped  
23 copies.

24 JUDGE CLARK: Ms. Hurt, do you have any  
25 objections to Exhibit 102?

1 MS. HURT: No, but -- no, I don't. I'm  
2 just curious, but I'm not looking at them at  
3 the moment but --

4 JUDGE CLARK: It's, basically, it is the  
5 company's approved tariffs for miscellaneous  
6 charges, general rules, regulations and  
7 disconnection and reconnection of service. I'm  
8 going to agree --

9 MS. HURT: I have -- yeah, I mean, I think  
10 they need to be put into evidence, thank you.

11 JUDGE CLARK: Okay, well, here's what I'm  
12 going to do. I'm not going to admit Exhibit  
13 102, but I will take administrative or official  
14 notice of Ameren Missouri's approved tariff  
15 sheets numbered: 63, 129 and 142. So those  
16 will be evidence in this case.

17 MS. HERNANDEZ: That's fine. Thank you,  
18 Judge. One moment. I'll look at my notes to  
19 see if I have anything further for this  
20 witness.

21 JUDGE CLARK: And if I haven't said it  
22 already, Exhibit 102 is -- is not admitted.

23 MS. HERNANDEZ: No further questions. I  
24 tender this witness for Cross-examination.

25 JUDGE CLARK: All right. Before we go to

1 Cross-examination, I want to address something  
2 that Ms. Hurt had indicated while we were off  
3 the record, and I said we should discuss it on  
4 the record. Ms. Hurt, do you remember you had  
5 talked about a medical form you had received?

6 MS. HURT: Yes, it was received by me from  
7 Geoff Marke.

8 JUDGE CLARK: Is -- is it a form you  
9 received from Ameren Missouri, or you said from  
10 Geoff Marke.

11 MS. HURT: No, I never received -- I --  
12 just -- it was attached to an e-mail from Geoff  
13 Marke prior to filing my formal complaint. It  
14 says, "Critical medical needs waiver" --

15 JUDGE CLARK: But that's not what you  
16 received --

17 MS. HURT: -- "confidential" --

18 JUDGE CLARK: But that's not what you  
19 received from Ameren?

20 MS. HURT: I don't recall receiving  
21 anything from Ameren on a medical needs waiver  
22 form in my e-mail, no.

23 JUDGE CLARK: Well, do you think it would  
24 be appropriate to have that -- that document in  
25 this case?

1 MS. HURT: I think the Commission needs to  
2 review it. I think that under Eligibility,  
3 Item Number -- well, they're bullet point,  
4 bullet point number 3, it says, under their  
5 Eligibility paragraph, "To be eligible for the  
6 program, person must meet the following  
7 qualifications", and bullet point 3 is, "Have a  
8 critical, medical or behavioral condition that  
9 would be made worse by being without the  
10 utility service in the home."

11 I think that form is overreaching. I  
12 think it doesn't say anything about medical  
13 equipment, and just if you have a seriousness  
14 illness or chronic condition. I'm not against  
15 them having a form. I'm against the wording  
16 within it.

17 JUDGE CLARK: Well, since you're objecting  
18 to a form or since you are wanting to put in a  
19 form you didn't receive and is not part of this  
20 case, I don't think -- I don't think that would  
21 be appropriate in this case. We're not  
22 extending it out to looking at the lawfulness  
23 of every Ameren form, especially if you didn't  
24 receive that form in this case.

25 MS. HURT: Can I bring it up if Dr. Marke

1 provides testimony?

2 JUDGE CLARK: I don't know if -- I had not  
3 heard from OPC that they were calling the  
4 witness. They are not precluded from calling a  
5 witness. You are certainly welcome to ask  
6 questions about any witness who has called,  
7 including Ms. Krcmar, who's there right now.

8 MS. HURT: Well, Ms. Krcmar mentioned that  
9 she sent it to me, and I don't have any record  
10 of that.

11 JUDGE CLARK: Okay, well, I will allow an  
12 opportunity --

13 MS. HURT: Well, I didn't --

14 JUDGE CLARK: -- to ask about that --

15 MS. HURT: Okay.

16 JUDGE CLARK: -- when it's your turn for  
17 Cross-examination.

18 MS. HURT: Okay.

19 JUDGE CLARK: I'm going to let you -- I'm  
20 going to let you do Cross-examination last,  
21 because that gives you an opportunity to hear  
22 everybody else's questions.

23 MS. HURT: I see, thank you.

24 JUDGE CLARK: Is that acceptable?

25 MS. HURT: Yes, thank you.

1 JUDGE CLARK: Okay. With that in mind,  
2 since the witness has been tendered for Cross,  
3 I will give Cross to the Commission Staff.

4 MS. KERR: We don't have any questions.

5 JUDGE CLARK: Public Counsel?

6 MS. VANGERPEN: No, thank you, Your Honor.

7 JUDGE CLARK: Okay. Well, Ms. Hurt, it's  
8 your opportunity to ask questions of Ameren's  
9 witness if you would like.

10 MS. HURT: Thank you.

11 CROSS-EXAMINATION BY MS. HURT:

12 Q Hi, Aubrey. I was wondering if you could  
13 recall this medical needs waiver form we've  
14 discussed when we had our conversation when you were  
15 doing your investigation calls to me?

16 JUDGE CLARK: I can't hear. You are  
17 muted, Ms. Krcmar.

18 MS. HERNANDEZ: I gotta get mine back  
19 because I am muted on mine.

20 **THE WITNESS: Okay. I'm sorry, yes. Can**  
21 **you hear me now?**

22 JUDGE CLARK: I can.

23 MS. HURT: Yes.

24 **THE WITNESS: Okay. Yes, Ms. Hurt, so I'm**  
25 **sorry; what was your question?**

1 Q (By Ms. Hurt) I wasn't able to locate in  
2 my e-mail that you sent me a form on the critical  
3 medical needs that you mentioned earlier that you  
4 sent to me. I only received that from a third  
5 party, Dr. Marke, so I was wondering if you could  
6 provide me with the date that you sent that to me.

7 A Sure. Our records show that my coworker  
8 actually e-mailed the Medical Equipment Registry  
9 Form to an e-mail address, I don't want to say it on  
10 the record, but on --

11 Q Right.

12 A -- September 26th, but it's a Gmail -- it  
13 was a Gmail e-mail address that ended in 1 -- it was  
14 something 119 at Gmail --

15 JUDGE CLARK: Let's --

16 MS. HURT: Yes.

17 THE WITNESS: -- dot com. Okay. That was  
18 e-mailed on September 26 of 2023 from a  
19 coworker of mine.

20 Q (By Ms. Hurt) Okay. Okay. Thank you. I  
21 do have another question for you.

22 A Okay.

23 Q Being in the regulatory area and your  
24 expertise in customer service, if electricity is an  
25 essential service, why do you go to such lengths to



1 prepare -- I think you mentioned, is it 13 different  
2 letters of disconnect? How did that come about?

3 A Sure. Well, I can let you know I think  
4 you might be referring to -- I had mentioned that in  
5 our Commission-approved rules and regulations, our  
6 tariff, there are ten different reasons for denial  
7 or disconnection of service. Everything from  
8 nonpayment with undisputed delinquent account to  
9 unauthorized use, disappearance or diversion of  
10 service, that's another reason. The reason of  
11 refusal after reasonable notice to permit  
12 inspection, maintenance, replacement or meter  
13 reading of company equipment, with the caveat that  
14 if the Company has a reasonable belief that health  
15 or safety is at risk, notice at the time of  
16 inspection is attempted.

17 So, obviously, it is an absolute last  
18 resort of ours to disconnect services for our  
19 customer. That is nothing -- that is the last thing  
20 we ever want to do, but there are certain times,  
21 such as nonpayment and undisputed delinquent bill or  
22 a safety issue or refusing to allow us access to our  
23 own equipment, where we must take steps after  
24 reasonable notification to interrupt service.  
25 Sometimes that is a, you know -- that can prompt a

1 customer to take action, and -- but it's a last  
2 resort. We definitely don't want to disconnect if  
3 we can avoid it. I hope that answers your question.

4 Q Okay, thank you. It does. Thank you, I  
5 just wanted to make sure I understood clearly. I am  
6 going to refer you to your testimony that you  
7 said -- excuse me. There was an AMI opt-out  
8 program, written program, I'm not sure what your  
9 words were, an opt-out offer to Ameren customers in  
10 2021. I think that's what you said.

11 A Okay.

12 Q Tariff rules and regulations put out.  
13 However, earlier you had mentioned that the  
14 revisions to your new customer rights and  
15 responsibilities brochure was written five years  
16 ago. So that would have been prior to your AMI  
17 opt-out changes, tariffs, rules. Can you help me  
18 with that?

19 A Sure, and I apologize. There may have  
20 been some confusion. When I was referring to the  
21 new customer packet, that is the customer rights and  
22 responsibilities brochure that we mail out to all  
23 new customers, and there is specific information  
24 that is included, but there's actually nothing in  
25 the customer rights and responsibilities for a new

1 customer packet related to AMI. There is no AMI  
2 information in that new customer packet.

3 So they're completely separate pieces  
4 of correspondence, so I hope that wasn't confusing,  
5 but I think we were just mentioning that as a new  
6 customer, because I know you started service here in  
7 September of 2022, that a new customer brochure  
8 should have been mailed to you at that point. But  
9 it does not have any AMI information in that packet.

10 Q Okay.

11 A It's more general information.

12 Q Got it, right. General provisions, rights  
13 and responsibilities, don't tamper with the meter,  
14 things like that?

15 A Yes, most likely.

16 Q Right, right, right. Not the first time  
17 I've had electrical service. I do want to also  
18 then -- I'm trying to avoid the exhibits that were  
19 excluded. I'm going to refer you to the customer  
20 medical needs form again. I know you don't have it  
21 in front of you, and I have it entered into  
22 evidence, but it gives me pause. And I was  
23 wondering if you've ever updated that, revised that  
24 or submitted that to the Commission for their  
25 review?

1           A       Well, honestly, Ms. Hurt, without looking  
2 at the -- specifically what you're referring to, I  
3 would really not like to make any comment on that.

4           Q       So you're familiar with --

5           A       Since I'm not sure what -- I'm not sure  
6 what form you're talking about, since it wasn't  
7 mailed out from us directly.

8           JUDGE CLARK: Ms. Krcmar, could you back  
9 up --

10          MS. HURT: I thought you said it wasn't --

11          JUDGE CLARK: I didn't catch -- I didn't  
12 catch the first part of the sentence. It just  
13 cut out.

14          THE WITNESS: Oh, I'm sorry. I said  
15 without looking at the specific critical  
16 medical form that Ms. Hurt is referring to, I  
17 would prefer not to make a comment on it since  
18 I'm not sure exactly which one she's referring  
19 to.

20          JUDGE CLARK: Ms. Hurt, do you have a more  
21 specific question for Ms. Krcmar about, say,  
22 one of the provisions?

23          MS. HURT: Yes, I do.

24          Q       (By Ms. Hurt) You mentioned in your  
25 testimony that it was a medical equipment needs

1 form; is that right?

2           A       The form that we mail or emailed to you,  
3 my coworker on September 26th, was the Medical  
4 Equipment Registry Form, but I do also note there  
5 was a critical needs program as well. That would be  
6 a different form altogether. And, so, without  
7 having the forms in front of me, I would be hesitant  
8 to make any specific comments about, you know, the  
9 particulars of those.

10           Q       Okay. Well, I -- I don't know what the  
11 Medical Needs Form is, and you don't know -- or  
12 excuse me, the Medical Equipment Form says, and I  
13 don't know -- and you don't know what the Medical  
14 Needs Form is that I'm looking at so -- waiver.

15                       So I don't know, but I am going to  
16 read to you the eligibility, and this form was sent  
17 to me by Geoff Marke, that item's bullet point 3  
18 notes, "Do you have a critical medical or behavioral  
19 condition that would be made worse by being without  
20 the utility service in the home?"

21                               Is that a regulated or  
22 Commission-approved line item that's been ever  
23 addressed by the Commission, because of your  
24 expertise in being in the regulation department for  
25 seven years, are you familiar with that wording?

1           A       I am not familiar with that wording. We  
2 do have a dedicated team within Ameren Missouri  
3 called our Customer Advocacy Team that works very  
4 closely with the Office of Public Counsel and other  
5 stakeholders regarding all of our critical medical  
6 programs so --

7                   JUDGE CLARK: Ms. Krcmar, you're cutting  
8 out again. I can't hear you. I cannot hear  
9 you at all right now. Can we back up?

10                  MS. HERNANDEZ: I'm sorry.

11                  JUDGE CLARK: I can hear you now.

12                  THE WITNESS: I'm sorry, we're --  
13 technical issues are always fun. So I just  
14 wanted -- I wanted to mention that we do have a  
15 dedicated team within Ameren Missouri in our  
16 credit group, our Customer Advocacy Team, and  
17 they work very closely with the Office of  
18 Public Counsel and other stakeholders  
19 developing different critical programs, such as  
20 the one I'm assuming you're referring to; but I  
21 don't have the expertise to discuss the process  
22 of reviewing the language on those forms. And  
23 without looking at it exactly, I just -- I'm  
24 hesitant to make any comment on that. I'm  
25 sorry.

1 Q (By Ms. Hurt) Thank you. Just a quick  
2 follow-up to that, doesn't every customer require  
3 critical need to electricity?

4 A Once again, I apologize, Ms. Hurt, I feel  
5 like if I were answering, it would be taken out of  
6 context since I'm not exactly sure what form you're  
7 referring to or what program you're referring to.  
8 So, I'm sorry.

9 Q I'm referring to the definition by the  
10 Missouri Utility Commission that states, and the  
11 OPC, that they regulate electricity company  
12 providers for essential services. So --

13 JUDGE CLARK: Ms. Hurt --

14 MS. HURT: So don't all customers need  
15 electricity?

16 JUDGE CLARK: Ms. Hurt, are you asking  
17 what the difference is between critical needs  
18 and essential services?

19 MS. HURT: No, I'm trying to state that  
20 all of their customers need electricity. I  
21 certainly empathize with anyone who would have  
22 a medical equipment need or a medical need.  
23 That's one layer of this, and I'm curious to  
24 know why some customers don't deserve to have  
25 electricity in their homes and some do.

1 JUDGE CLARK: Can you rephrase the  
2 question to kind of as you originally did, to  
3 ask it using the terminology you were using  
4 before of essential or critical? Either one of  
5 those. Whichever one you're asking -- I think  
6 I know what you're getting to; I'd just like  
7 you to ask the question more clearly to get  
8 Ms. Krcmar an opportunity to answer.

9 Q (By Ms. Hurt) Is electricity an essential  
10 service that Ameren Missouri provides to all of its  
11 customers?

12 A Yes, I absolutely -- I understand the  
13 question, and, yes, it is -- the customers are at  
14 the center of all that we do and powering the life  
15 and energy of all of our customers is of the utmost  
16 importance to us; so, yes, all of our customers are  
17 essential.

18 Q And electricity is an essential service,  
19 is it not?

20 A I do believe so, yes.

21 Q So even if you have a tariff that's  
22 regulated that says you can disconnect, you're  
23 disconnecting an essential service to a customer  
24 whether you know or don't know if they have a  
25 medical need; is that correct?



1           A       We do have -- Commission-approved reasons  
2       that we are able to disconnect service. And we also  
3       do have certain medical equipment programs that are  
4       available to customers. If we do -- it's one of the  
5       priorities in our call center that if there are  
6       certain indicators on a call, that a customer  
7       indicates that they do have a certain medical need,  
8       that action is taken to discuss that further and put  
9       the customer in touch with the right resources or  
10      send them the right forms that can assist them in,  
11      you know, getting set up for some of those programs.  
12      But all customers --

13           Q       Right. You mentioned --

14           A       -- are essential and disconnection is a  
15      last resort.

16                   MS. HURT: Thank you.

17                   JUDGE CLARK: Ms. Hurt, do you have any  
18      further --

19                   MS. HURT: Thank you, Your Honor --

20                   JUDGE CLARK: I'm sorry, I interrupted, go  
21      ahead.

22                   MS. HURT: It's okay. No further  
23      questions. There's just enough delay here.  
24      No, thank you, I'm done.

25                   JUDGE CLARK: Okay, thank you. Are there

1 any Commission questions for this witness? I  
2 hear none. And I have asked everybody if they  
3 wanted to Cross-examination; is that correct?  
4 We've already been through everybody else? All  
5 right. I do have a few questions for you,  
6 Ms. Krcmar.

7 QUESTIONS BY JUDGE CLARK:

8 Q Now, you indicated that you mailed to  
9 Ms. Hurt a medical equipment registry form; is that  
10 correct?

11 **A Yes, the company e-mailed it. I'm sorry.**

12 Q And that was on, I believe, December 26th?

13 **A September 26th of 2023.**

14 Q Now, Ms. Hurt had referenced the Critical  
15 Need Form. Was one of those sent to Ms. Hurt?

16 **A From my understanding, not on behalf of**  
17 **the company. I have nothing in our reports**  
18 **indicating that we mailed a Critical Needs Form, no.**

19 Q Okay, so Ameren did not. Are you -- are  
20 you aware of how -- well, let me ask this. Ms. Hurt  
21 had indicated that she was contacted on the phone by  
22 third parties on behalf of Ameren. Does Ameren  
23 outsource any of its calls to customers to third  
24 parties?

25 **A No. Well, in regards to her account, no.**

1 Now, I guess, maybe ask -- I should ask you to  
2 clarify. What type of call outsourcing are you  
3 referring to?

4 Q Well, why don't you tell me what kind of  
5 calls are outsourced.

6 A So, and the reason this gave me some  
7 pause, we certainly do have -- we have three call  
8 centers for Ameren Missouri. One of them is in St.  
9 Louis. One of them is in Jefferson City. And we  
10 have a third call center, but that -- it is  
11 contractors, and it's out of state. And, so, you  
12 know, that kind of gave me a little pause, because  
13 we do have -- but they identify as Ameren Missouri  
14 employees when they are speaking to our customers.  
15 So, although they are not employees, they are really  
16 outsourcers but -- so in that -- in that aspect, we  
17 do have outsourced employees for Ameren Missouri, if  
18 that makes sense.

19 Now, I will say that Ms. Hurt  
20 mentioned early on that she had maybe received a tag  
21 on her door and there was a phone number to call,  
22 now, we did have -- we have another witness that can  
23 probably answer this question a little bit in  
24 more detail than I can, but we did have a contract  
25 company that was doing our AMI installations; and,

1 so, this -- that was a third-party contractor that  
2 was working on behalf of Ameren Missouri. They had  
3 a call center that was set up where customers could  
4 call the number on that door tag to set up  
5 installation of the smart meter. So, maybe there  
6 was an access issue, and, you know, the contractor  
7 came to install a smart meter and they weren't able  
8 to access it, may have left a tag on the door. And  
9 then the customer -- the number on that tag that  
10 they called, was an outsourced employee. So, if  
11 that helps.

12 Q And if one were to call that number or  
13 Ms. Hurt called that number, what -- what  
14 customer-specific information would that contractor,  
15 that third-party contractor, have access to?

16 A Judge, I honestly can't answer that  
17 because I don't have that level of detail as to what  
18 type of information they -- they had available. You  
19 know, my guess is customer name, address, Ameren  
20 Missouri account number and meter number, but if  
21 there was any additional information that, you know,  
22 was in their system, I'm not certain. But I can  
23 certainly find out for you, or we have another  
24 company witness that may know that information, but  
25 I'm not sure.

1 Q Do you know how much third-parties vendors  
2 or contractor workers are paid? Are they paid by  
3 the call?

4 A I don't know that, Judge, I'm sorry. I  
5 can certainly find out for you or our other company  
6 witness may know this.

7 Q Do you know how many -- how many  
8 third-party companies -- is it one third-party  
9 company that Ameren Missouri contracts for this kind  
10 of work?

11 A Again, to my knowledge, I know that, for  
12 sure, we've had two different contractors, two or  
13 three different contractors throughout the process,  
14 but I think this is a question for maybe Mr. Herron,  
15 our other witness, because I think he's got a lot  
16 more details, perhaps, on the contract process.

17 Q Would he also be the person who I would  
18 ask about meter issues?

19 A Yes, yes.

20 Q Like, if I wanted to know about  
21 installing, taking them off?

22 A Yes, that's why we got an engineer on the  
23 call. He can help with all of that.

24 Q Now, would he also be familiar with Ameren  
25 Missouri's meter replacement policies? Or is that a

1 better question for you?

2 **A I'm -- I'm the one to ask anything related**  
3 **to the tariff itself. Anything outside of that, I**  
4 **think would be best suited for Mr. Herron.**

5 Q Okay. Well, I'll ask my questions of you,  
6 and then I may ask them again of him.

7 **A Okay.**

8 Q Does Ameren Missouri wait for a meter to  
9 break down before they replace it?

10 **A I'm going to punt that question to**  
11 **Mr. Herron.**

12 Q Does Ameren Missouri have a meter  
13 replacement policy or meter replacement program?

14 **A I'm also going to ask you to reserve that**  
15 **question for our next witness.**

16 JUDGE CLARK: Okay. I believe those are  
17 all my questions. Is there any Recross based  
18 upon my questions? Staff?

19 MS. KERR: I don't think so.

20 JUDGE CLARK: Ameren Missouri?

21 MS. HERNANDEZ: I guess ours would be  
22 Redirect but --

23 JUDGE CLARK: I'm sorry. You're correct,  
24 I'm sorry. Public Counsel?

25 MS. VANGERPEN: No, thank you, Your Honor.

1 MS. KERR: Actually, I do have one -- one  
2 question if I might.

3 JUDGE CLARK: Go right away, Ms. Kerr.

4 RECROSS-EXAMINATION

5 BY MS. KERR:

6 Q Thank you. Are damage claims, like food  
7 damage, are those handled by a third party or --

8 A Yes. Yes, and I'm happy to tell you a  
9 little bit about that process, if you'd like.

10 Q Sure, please.

11 A Okay, so Brentwood Services is the claims  
12 administrator that we use, and in situations such as  
13 Ms. Hurt's where she has lost food or has had some  
14 damages as a result of, you know, a power outage or,  
15 you know, loss of service, we ask that the customer  
16 make a claim directly with Brentwood Services. They  
17 can either call them, we've got a phone number, or  
18 they could send them an e-mail, and the claims  
19 administrator then will review that claim and work  
20 individually with whoever at Ameren is the best  
21 person to work with, you know, to find out some  
22 more details about it, and they would be the one  
23 that would deliver the check payment to the customer  
24 if it was approved.

25 Q Did Ms. Hurt make any of those claims --

1 any of these claims?

2 A She did not. Now, there was a call where  
3 she was provided, because I mentioned I listened to  
4 the calls, there was a call where she was provided  
5 the Brentwood Services phone number, and she did not  
6 reach out to them, so -- but we would certainly  
7 encourage her to do so.

8 MS. KERR: Okay. I think that's it, thank  
9 you.

10 JUDGE CLARK: Any Redirect from Ameren  
11 Missouri?

12 MS. HERNANDEZ: None, thank you.

13 JUDGE CLARK: Okay, Ms. Krcmar, thank you  
14 for your testimony. It is about 2:14 now. It  
15 seems like a good time to take a short recess  
16 before we pick up the next witness. So why  
17 don't we take a 15-minute break until 2:30.

18 MS. KERR: Okay.

19 MS. HERNANDEZ: Thank you.

20 JUDGE CLARK: We'll go off the record.

21 (Wherein, a short recess was taken.)

22 JUDGE CLARK: All right, let's go back on  
23 the record. When we left off, we had just  
24 excused Ameren's witness Aubrey Krcmar.  
25 Ameren, you may call your next witness. It



1 appears I don't have Ameren here yet. Let's  
2 just wait a little bit, I assumed they were  
3 here.

4 MS. HERNANDEZ: I'm here, Judge. We're  
5 just switching audio.

6 JUDGE CLARK: Let me know when you're  
7 ready to call your next witness.

8 MS. HERNANDEZ: All right, Ameren  
9 Missouri calls John Herron.

10 JUDGE CLARK: Mr. Herron, can you hear me?

11 MS. HERNANDEZ: Is my volume up now?  
12 Ameren Missouri calls John Herron.

13 JUDGE CLARK: Mr. Herron, would you raise  
14 your -- would you raise your right hand to be  
15 sworn.

16 (John Herron sworn.)

17 JUDGE CLARK: Go ahead, Ameren Missouri.

18 DIRECT EXAMINATION

19 BY MS. HERNANDEZ:

20 Q Can you state your name and spell it for  
21 the record, please?

22 A My name is John Herron, H-e-r-r-o-n.

23 Q And where are you employed?

24 A I'm employed with Ameren Missouri.

25 Q And what's your position at Ameren

1 Missouri?

2 **A** **Manager of the AMI smart meter engineering**  
3 **group.**

4 **Q** And what do your duties in this position  
5 include?

6 **A** **Responsibility for the technical aspects**  
7 **of our electric metering fleet, and also helping**  
8 **with large customer meter installation design for**  
9 **large industrial customers. And right now, helping**  
10 **with deployment of our AMI meter -- smart meter**  
11 **program.**

12 **Q** Okay. Have you reviewed the Hurt  
13 complaint?

14 **A** **Yes, I have.**

15 **Q** And what type of meter does Ms. Hurt  
16 currently have?

17 **A** **She currently has as an AMR, it's**  
18 **Landis+Gyr MX model. It was installed July 5th of**  
19 **2006. It was purchased on May 11th of 2004, so it's**  
20 **about a 20-year-old meter at this point.**

21 **Q** What -- what are the differences, if any,  
22 between the type of meter Ms. Hurt has, the AMR  
23 meter, and the AMI meter that would be installed?

24 **A** **Well, there is differences. The AMR**  
25 **meters are -- they're remote-read meters just like**

1 the AMI meters. They both use 900 megahertz  
2 frequency radios to transmit the data. They are  
3 governed by the FCC. They're less than one watt  
4 radios. The AMR meters actually transmit more  
5 frequently. They provide data about every five  
6 minutes to the network device and the router.

7           Where the AMI meters kind of hold  
8 that data, and they transmit every four hours or six  
9 times a day. The AMI meters have two-way  
10 communication, which opens up a lot of additional  
11 functionality and benefits for both for Ameren and  
12 the customer. They also have more data capability,  
13 so it allows the customer to be offered different  
14 TOU schedules. I think we have five or six rates  
15 different TOU rates now that customers with AMI  
16 meters can go on, help them have choice in how they  
17 use energy and convenience.

18           Also, control. They can control  
19 their electric bill depending on how their lifestyle  
20 would fit these TOU schedules very well. All those  
21 come into play with the AMI meter.

22           Q     In your opinion, why can't customers keep  
23 their AMR meters?

24           A     Well, as I mentioned earlier, these  
25 actually started metering back in 1998. That's when

1 we were kind of in the middle of deploying the AMR  
2 system. So, that's -- a lot of these meters are  
3 approaching 25 -- 25-years plus. We started the  
4 program in 1995, so somewhere close to 29, 30 years  
5 old at this point.

6 So, they're getting very old, and the  
7 technology is no longer available. We haven't been  
8 able to buy new AMR meters since about 2008 is the  
9 last year, I think, we were able to purchase AMR  
10 meters new from the manufacturer. So, the  
11 technology is really obsolete and we can't support  
12 anymore; and that's why we have made the decision  
13 and starting in 2020, we started deploying AMI  
14 meters across our whole system in Ameren Missouri.

15 Q Now, you were present when Ms. Hurt  
16 testified, correct?

17 A Yes, I was.

18 Q And she talked about some concerns about  
19 privacy matters from data, and I believe, Judge  
20 Clark was wanting to ask some questions down this  
21 line, too, but I want to ask you: the data that is  
22 sent from a customer's meter, who has access to that  
23 data?

24 A Okay. Well, first of all, I would want to  
25 mention, that there's no personal identifiable

1 information being sent through that meter. There's  
2 usage values; there's engineering data, bolts, amps  
3 and things like that comes back from that meter. It  
4 is encrypted and there's 256 encryption on any of  
5 that data that comes out of that data and goes into  
6 the network and it's encrypted all the way back  
7 until it's decoded back at the Ameren head-in (sic)  
8 system.

9 Ameren is the only person that has  
10 access to that data. The customer can request their  
11 own data, if they want to see 15-minute data,  
12 there's a website available. Web service that  
13 will -- can post that data when they request it, but  
14 that data does not go outside of Ameren. Other than  
15 when a customer requests it through that website.  
16 It's very secure. The network is very secure.

17 And, again, even if somebody would be  
18 able to hack into the network, which there is  
19 penetration tests ran on this yearly, our expert  
20 hackers try to hack into the system; but the data  
21 would only be usage value for that customer. They  
22 wouldn't be able to identify who that customer is or  
23 any personal identifiable information, such as name,  
24 address, Social Security number, anything like that.  
25 There's nothing like that available.

1 Q Does Ameren Missouri contract an AMI  
2 installer?

3 A Yes.

4 Q Can you speak more on that?

5 A Yes, I can. As you can imagine, we have  
6 1.25 million electric meters that we plan to change  
7 out here, and we're 99 percent of the way there at  
8 this point, so we're very far along in the program.  
9 It started in 2020, and we'll complete here again in  
10 2024, at essentially 100% deployment. So we do not  
11 have a staff that can handle that many meter  
12 exchanges. So we had hire Landis+Gyr is the AMI  
13 provider. They provide the meters. They provide  
14 the command center, the head-in software, the MDMS,  
15 which is the data warehouse, basically, that this  
16 data goes into at Ameren. They also contract out  
17 with a meter installer. And, recently, we added a  
18 second installer.

19 So we have two -- actually, well, the  
20 first one now has completed their assignment, so  
21 they are no longer on the property; but the second  
22 installer is still installing the remaining -- I  
23 think we have about 20,000 meters to go to complete  
24 the installation. So, that contractor is a  
25 subcontractor of Landis+Gyr, and those contractors

1 have did -- have performed a majority of our meter  
2 exchanges on the meter system. Including, I think,  
3 the one that attempted to change Ms. Hurt's meter.

4 Q Are you familiar with the opt-out charges  
5 if a customer chooses a nonstandard meter?

6 A Yes, I am.

7 Q Okay. The nonstandard meter charge of \$40  
8 per month, can you explain why that -- that charge  
9 is set at \$40?

10 A Yes, I can. It is the value of the,  
11 basically, the cost of someone going out to read  
12 that meter on a monthly basis. I know that there  
13 was some concern about, you know, kind of a windfall  
14 amount of money coming back into Ameren, but really,  
15 we're probably not made whole on that whole process  
16 of going out and obtaining a manual read, compared  
17 to these reads coming in over the AMI network or the  
18 AMR network for that matter. But because we have to  
19 go out and manually read that meter, and a vendor  
20 rolls a truck, we have a vendor that's providing  
21 these reads for us, and their billing rate and the  
22 amount of time that it takes to read that meter, is  
23 probably a little bit more than \$40 every time they  
24 got out and read that meter each month.

25 Q And then are you familiar with the

1 one-time set up charge?

2 A Yes.

3 Q And then why -- why is that charge set at  
4 \$100?

5 A It's set at \$100 because that is the cost  
6 of rolling a truck from our metering group, who is  
7 the responsible party for putting in the nonstandard  
8 meter. Our AMI vendor, they only install the AMI  
9 meters, and they do it -- they basically go down  
10 each street, house to house to house, very efficient  
11 and very cost efficient, because you're basically  
12 traveling very short distances. But these NSM  
13 meters, they're very few and far between. So,  
14 there's a lot of drive time to get to a customer  
15 that wants a NSM metering. And that special  
16 handling of that meter, too, but it basically covers  
17 that truck roll to go out and install that  
18 nonstandard metering.

19 I could add that the reason they're  
20 so far and few between is, we still have less than  
21 1,000 nonstandard meters installed on our system,  
22 where we have over 1.2 million AMI meters installed  
23 on our system at this point. So it's about  
24 one-tenth of one percent of the customer base that  
25 has decided to opt out of the AMI meter, which means



1 99.9 percent of the customers are getting AMI.

2 Q I think there was some discussion earlier  
3 about, you know, possibly a customer being able to  
4 read their meter and send it to the company or give  
5 to the meter -- call it in or provide the meter  
6 reading to the company. Do you have an opinion on  
7 why a customer can't just read the meter and provide  
8 that to the company?

9 A Well, meters are not easily read. In some  
10 cases, they're dial reads, and their -- it takes  
11 some experience to read them. And I'm sure  
12 customers can figure that out, but it's also the  
13 responsibility of putting that on the customer every  
14 month, right? Read -- we need a read at a certain  
15 time. We have billing cycles, so there's a short  
16 period of time where we need that read. So they  
17 have to be very regimented to provide that  
18 read during that time frame.

19 Also, the time that it takes to  
20 interpret those reads, to get those reads, via  
21 e-mail or, you know, sending in a picture of the  
22 meter and trying to implement that into our system  
23 is a very manual process. It's very time consuming  
24 and costly, also. So, again, it's not really a  
25 whole lot cheaper to provide readings that way

1 versus the vendor going out and obtaining that read  
2 via truck roll. It's about the same amount of cost  
3 and timeframe involved in.

4 And, then, also, I hate to say it,  
5 but somebody might read the meter a little bit  
6 light, because they may have a big bill that month,  
7 so, you know, there's a little bit of trust issue  
8 there, too. We're all human. We all, you know,  
9 think that way possibly, but I know, you know,  
10 Ms. Hurt is certainly not going to be that way. She  
11 would read it constantly. I am not concerned about  
12 that, but some folks may not read it honestly, if  
13 that makes sense.

14 MS. HERNANDEZ: It does, thank you. One  
15 moment, I'll look at my notes and see if I have  
16 anything else for this witness. I have nothing  
17 further for the witness, so I'm tender,  
18 Mr. Herron, for Cross.

19 JUDGE CLARK: Any Cross-examination from  
20 the Commission Staff?

21 MS. KERR: I don't think I have any  
22 questions.

23 JUDGE CLARK: Any Cross-examination from  
24 the Office of the Public Counsel?

25 MS. VANGERPEN: No, Your Honor.

1 JUDGE CLARK: Ms. Hurt, do you have any  
2 Cross-examination questions for this witness?

3 MS. HURT: Yes, I do, Your Honor, if I  
4 may?

5 JUDGE CLARK: Go right ahead.

6 CROSS-EXAMINATION BY MS. HURT:

7 Q Thank you for coming today and answer some  
8 of these data-related questions, sir. I appreciate  
9 that. You mentioned a company, it is Landis+Gyr?

10 A I'm sorry, Landis, and Landis+Gyr is  
11 their -- it's L-a-n-d-i-s, plus sign, G-y-r.

12 Q Okay. And they're 100 response -- 100  
13 percent responsible for gathering the -- the AMI  
14 meter reading; is that right?

15 A No, no. Ameren is 100 percent responsible  
16 for bring those readings in. We own the network.  
17 We own the head-in system, the data warehouse. We  
18 purchase those -- all those devices from Landis+Gyr,  
19 so they're responsible for making it work initially,  
20 but Ameren owns all that equipment and we are  
21 responsible for that.

22 Q Okay. You mentioned a warehouse. I'm  
23 going to bring in a question to you that is -- may  
24 be relevant to this. Do you know what Ameren  
25 Missouri is doing with all of the 1.24 -- is it

1 millions?

2 A Yes, that's on the electric meters, yes.

3 Q Yeah, all the old AMR meters; I'm still  
4 not sure on all these -- AMR meters. What are they  
5 doing with all of the old meters?

6 A Well, again, those -- those meters have  
7 lived their life. They've provided a good service,  
8 you know, but they're starting to fail at a higher  
9 rate, so we're actually retiring all those meters  
10 and salvaging them. So those meters are  
11 basically -- have served their life, and they,  
12 basically, are -- basically being salvaged, you  
13 know. They're -- they're really is no market for  
14 them anymore. You know, no one that would want to  
15 invest in an AMR system that's 30 years old that you  
16 can't service anymore. There's no parts available  
17 or -- all lot of the electronics in those meters  
18 are -- have been obsolete for years. There's really  
19 no way to continue to use them in any fashion, so  
20 they're just salvaged.

21 Q What is the electronic that you're  
22 referring to?

23 A Well, it consists of the passive  
24 resistors, processors, IC chips, all those things  
25 that are, you know, inside of a radio or an

1       electronic meter. Some of the AMR meters are  
2       electronic. Some are electromechanical with a  
3       electronic radio on them. Yours happens to be  
4       electromechanical with a -- with that electronic  
5       radio on it.

6           Q       Okay. So is that, more or less, an  
7       analogue signal on that radio?

8           A       No, no, it's electronic. It's a digital  
9       signal. The meter itself is kind of considered  
10      analogue. It's an electromechanical meter with a  
11      disk, but the radio is a digital with a high speed  
12      power supply in it, so it has the -- it has that  
13      transmission, you know. It has that radio frequency  
14      transmission that some folks don't want; that's why  
15      they choose -- choose to use the Atlas M meter, they  
16      don't want that --

17          Q       You did break up a little there, but you  
18      mentioned that -- if I can clarify. So it's a  
19      digital radio signal currently going out of an  
20      electromechanical meter?

21          A       That's correct.

22          Q       Okay. So is analogue technology no longer  
23      being used by Ameren Missouri?

24          A       That is correct.

25          Q       Well --

1           **A     All of our AMI meters are full solid state**  
2   **100 percent electronic meters. You really can't buy**  
3   **an analogue meter anymore. There's no one that**  
4   **manufactures them anymore. The whole industry has**  
5   **gone --**

6           **Q     Okay.**

7           **A     -- electronic.**

8           **Q     I see. So just so I can understand, even**  
9   **within Ameren Missouri, itself, the corporate**  
10   **headquarters or wherever you worked in your -- in**  
11   **your service field, do they utilize digital**  
12   **telecommunications for their phone service?**

13           **A     I don't work in -- in the phone**  
14   **telecommunications area. I would image they are**  
15   **digital, but I don't know the answer to that**  
16   **question.**

17           **Q     Okay. What would be the benefits of**  
18   **having a digital signal with an AMI meter versus a**  
19   **digital signal with, for instance, the current**  
20   **electromechanical meter that I currently have?**

21           **A     Yeah, I mentioned some of the benefits**  
22   **earlier of the AMI meter. One of the big benefits**  
23   **is it has two-way communication. The AMR is only**  
24   **one way. It only talks for the meter to -- has to**  
25   **be direct line of sight to a router, and it sends**

1 those usage -- that usage information from the meter  
2 to that router to a head-in system. That's how your  
3 current usage has been recorded, using your AMR  
4 meter. The AMI meter -- it can commute --

5 Q I thought you said -- hold it. I thought  
6 you said the AMI meter is the two-way communicator  
7 with direct line of sight to a router and then to a  
8 head-in system.

9 A No, it's a one way --

10 Q So that's the --

11 A AMR is only one way --

12 Q -- AMR --

13 A -- one communication, one-way  
14 communication. So, we can't ask it, hey, are you  
15 healthy? Are you -- do you have -- do you have  
16 power? Are you powered up? It can only go one way.  
17 We can't respond back to it. So, that's a big step  
18 in technology between the AMR and AMI. One of the  
19 benefits of that is the AMI meter, is -- can have a  
20 disconnect switch, so --

21 Q Right.

22 A When customers move out, we can turn the  
23 power off. So, there's no unknown user, and when  
24 they move in, we can actually remotely turn it back  
25 on, so it saves truck rolls. It saves a lot of -- a

1 lot of money in expense of people moving in and out,  
2 especially in college towns. Like Kirksville is an  
3 example.

4 Q Sure.

5 A But the -- the savings is there in that  
6 remote disconnect, reconnect and also the better  
7 outage detection. It can detect when a meter is  
8 out. When it's out, it's sends signal in to let us  
9 know, and we can actually -- when we think power is  
10 restored, we can ping that meter, and it will tell  
11 us if it's on or not. So we don't have to roll a  
12 truck out there to verify that the service is back  
13 on.

14 With the AMR meter, we can't ask  
15 it -- we can't ask your meter, are you back up now?  
16 It won't tell us that, because it don't know that it  
17 needs to tell us that. It's not smart enough.

18 Q Sure.

19 A But, again, the signals are very similar,  
20 you know, the radio -- the amount of radiation you  
21 get from that -- and, again, it's very minute. I  
22 want to mention that both these meters, AMI and AMR,  
23 they transmit for less than -- they're only about a  
24 few seconds a day. So, it's not like a cell phone  
25 where you might have it up to your ear for 15



1 **minutes at a time, you know. It's --**

2 Q Yep.

3 **A These are only seconds a day. It's very**  
4 **low power.**

5 Q You mentioned -- thank you. You mentioned  
6 earlier that you work with industry customers of  
7 Ameren's mostly?

8 **A My team does, yes.**

9 Q But you're in charge of your team --

10 **A Yeah, I'm in charge --**

11 Q And your -- okay. I'm wondering if the  
12 two-way communication, what is the reasons other  
13 than a customer saying I'd like -- I need a  
14 disconnect, I sold my house, I'm moving on, the new  
15 customer is going to call you shortly here, we just  
16 arranged that coordination during the transfer that  
17 personal-private property. Other than that, how  
18 often do you have to go take a meter reading and  
19 look at that meter to make sure it's working after  
20 you shut it off? Do you know what I'm asking? I  
21 may have rambled on there.

22 **A Well, I mean, I guess there's various**  
23 **reasons why we may need, you know, need to, like,**  
24 **you would call in and say, hey, I'm concerned. My**  
25 **bill is high this month --**

1 Q Okay.

2 A We can actually ping that meter and get a  
3 reading and see if it is valid. You know, see if  
4 that reading was valid in our billing system. So, I  
5 mean, there's numerous times it's nice to  
6 communicate with that meter and see what's really  
7 going on. But I guess I don't know if I really  
8 answered your question or not.

9 I don't know if I really understood  
10 your question --

11 Q I know --

12 A Maybe if --

13 Q I'll repeat it. I apologize. I think I  
14 wanted one answer for two questions, I'm sorry. So  
15 if power goes out due to storm problems, a squirrel  
16 in a transformer, whatever, and the customer calls  
17 you and says, hey, my power is out, can't that  
18 customer go back outside to where their meter is,  
19 look at it and see if it's working.

20 A Yeah, the meter powers --

21 Q Call you back and say --

22 A They may be able to see that the meter is  
23 back up and is powered up, yes.

24 Q I believe, and maybe do you believe, that  
25 someone who is a personal property owner, do you

1 believe that they could be responsible enough to be  
2 a personal-property owner and make that decision to  
3 say, I'll go outside and look at that meter, make  
4 sure it's working?

5           A       Well, I don't know if they would be able  
6 to tell that everything is working just by looking  
7 at the display. But I think you probably know if  
8 your power is back on because the lights back on  
9 inside your house. You may not have to go out and  
10 look at the meter.

11           Q       Well, your lights usually come --

12           A       If you're not home -- if you're not  
13 home --

14           Q       I understand if you're not home, yeah. I  
15 get it, yep. If you're not home, there's a  
16 difference. And I also understand the necessity for  
17 tenant-occupied properties that might require a  
18 higher standard of two-way communications so you  
19 don't have to send people out to take tenants in,  
20 tenants out, tenants in, tenants out multiple times.  
21 I understand that.

22                       But for a personal-property owner,  
23 someone who has invested their time, money and  
24 effort to purchase a property, do you think that  
25 maybe the -- that -- the \$40 monthly fee to have

1 someone drive by, as you said, seems excessive?

2 Because some of your customers may be quite remote;  
3 is that right?

4 **A Some -- some are more remote, yes. Some**  
5 **are more in rural areas and the St. Louis area is a**  
6 **little more dense.**

7 **Q Of course, of course.**

8 **A That's on average. You know, that \$40 on**  
9 **average might be, you know, for remote and some**  
10 **might be a little closer, but it all works out to**  
11 **where it averages \$40 is our read cost for a**  
12 **nonstandard meter.**

13 **Q I see. So back to the electronic and the**  
14 **parts, et cetera, your term that you said things are**  
15 **obsolete. Is analogue line within a home, a private**  
16 **property home no matter what it's age, are not**  
17 **electric wiring signal going through that property;**  
18 **aren't -- isn't that analogue?**

19 **A I don't -- I don't understand your**  
20 **question there, I'm sorry. Can you kind of repeat**  
21 **that maybe?**

22 **Q The signaling from my light to my circuit**  
23 **breaker and then to the meter, isn't that an**  
24 **analogue signal?**

25 **A It is a power flow --**

1 Q Okay.

2 A -- from your meter to your switch to your  
3 light.

4 Q Not necessarily my personal residence, but  
5 it is -- or personal property but it is, but my --  
6 I'm commenting for inside any home that may have  
7 been built prior to 2024.

8 A Yeah, I don't know if I follow your  
9 questioning, but, yeah, there's a power flow  
10 obviously from, you know, when you flip on a switch,  
11 a power flows, you know, from the utility to that  
12 light in your home, and it's really not digital or  
13 analogue, it's just a power flow. It's 60 cycles AC  
14 current that would flow, you know, through your  
15 home. Digital analogue kind of occurs more to, I  
16 think, like, signals, you know, that occur, you  
17 know, the transmission of, you know, signals or  
18 information, you know, over a wireless network --

19 Q Yes.

20 A But the AMI meters are definitely digital.  
21 They're completely different. There's no analogue  
22 signal involved there. They pick up analogue  
23 voltage and current and convert it to a digital  
24 signal as processed to the meter.

25 Q Okay. And was there any changes that

1 Ameren needed to make that you may have recommended  
2 as their service adviser here, to train their  
3 customer service reps on the new AMI meter  
4 technology, digital technology recording mechanisms,  
5 is there any internal changes that were done at  
6 Ameren for that?

7           **A**     **Oh, yes, definitely. There was a very**  
8 **large change management program set up to train all**  
9 **our reps, all of our call center reps. As we rolled**  
10 **into the regional area like Kirksville, we would**  
11 **have big kick off meetings where we would train**  
12 **everybody that was local in that area on the AMI**  
13 **meters and how the whole process would flow, and**  
14 **advantages of the meters, and all the features and**  
15 **benefits of the meters. Yes, ma'am, we had a very**  
16 **big training program, change management.**

17           **Q**     **Okay, wonderful. How much do the new,**  
18 **maybe you can't disclose it, I don't know, how much**  
19 **do the new AMI meters cost?**

20           **A**     **How much --**

21           **Q**     **Maybe not to Ameren but maybe a retail**  
22 **price?**

23           **A**     **Well, yeah, I can't divulge pricing --**  
24 **that's confidential pricing, you know, there's**  
25 **another meter manufacturer that would love to have**

1 that number, you know. But, unfortunately, I can't  
2 tell you that, but, you know, it's -- it's -- I can  
3 say it's -- it's in the three digit area but way  
4 less than \$500. I can -- it's -- I can't give you  
5 much more that --

6 Q Okay.

7 A It's confidential, but surprisingly,  
8 because we buy them in volume, right? We bought  
9 1.25 million meters, so we got a really good  
10 price --

11 Q Right.

12 A But, yeah. So it's not as big as some  
13 people would think, but there's a lot of meters  
14 involved, so.

15 Q Okay. What is the life span of those new  
16 AMI meters that you currently install that you just  
17 referenced?

18 A Twenty years is what we're projecting. No  
19 one knows for sure, obviously, you can buy any new  
20 thing, a car, buy a new air conditioner, you just  
21 you hope that the life expectancy is what they're  
22 claiming it to be, so far we have very, very good  
23 results; some of their meters we had in over four  
24 years at this point, and our failure rate is very,  
25 very, very low, so we're pretty happy at this point.

1 Q What -- the failure rate, did you say?

2 A Yes, the failure rate is very low. Lower  
3 than what we anticipated --

4 Q Very, very low. And they -- and you've  
5 been installing them since 2021 or 2020? I wasn't  
6 certain.

7 A July 1st of 2020, we started. 2020.

8 Q 2020. Do you have any idea what the new  
9 technology is that would make digital obsolete after  
10 2024 or just the meters themselves?

11 A Uh --

12 Q Would need to be -- I don't know,  
13 upgraded. I don't know, what do you project?

14 A Well, I feel like technology marches on,  
15 right? I think that the new meters may have more  
16 processing power. You know, going out 2040 - 2045,  
17 they probably will have a lot more processing power.  
18 You know, they may include AI. I don't know how  
19 that's going to flow, but who knows, you know. But,  
20 you know, they'll be benefits out there somewhere  
21 down the road, you know, that we don't know about  
22 today. That's just how technology --

23 Q Okay, so the software -- I see, thank you.  
24 So, the software upgrades will be done by Ameren  
25 Missouri or they will done by Landis+Gyr?



1           **A**       Well, we have their software now. And we  
2 will continue to have their software now. They do  
3 come out with new versions of the software that we  
4 implement. We thoroughly test it to make sure it's  
5 not going to cause any problems.

6           **Q**       Right.

7           **A**       But there is new versions of that Command  
8 Center software, and we will be testing those as we  
9 go through the, you know, 20-year life cycle of this  
10 system, basically. But we are in control of all  
11 that. We own it. We control it. They don't  
12 operate it. We do.

13          **Q**       And it provides you directly from the  
14 meter to your data hub, the billing -- the meter  
15 use?

16          **A**       Correct.

17                   MS. HURT: Okay. Can I just take one  
18 moment here, please?

19                   JUDGE CLARK: Go right ahead.

20          **Q**       (By Ms. Hurt) You mentioned and I -- I  
21 just need to -- it's been a long day, but you  
22 mentioned that you are -- you have been retiring the  
23 old meters. Have you set up a pension plan for  
24 them?

25          **A**       Yeah, that --

1 Q I'm sorry, I had to, sorry.

2 A Good, I like your joke, though. I  
3 appreciate it.

4 Q Okay. Well, there you go. Now, you get  
5 to tell the guys that one. Does that mean you're  
6 putting them directly into a waste disposal system,  
7 a waste -- are you stripping them; can they can be  
8 used in -- I don't know, if there's a  
9 component-wise, if they're --

10 A They're recycled.

11 Q They're recycled?

12 A Yeah, uh-huh, for metal, for the  
13 electronics and so forth. There's silver in them,  
14 there's, you know, soldering, there's --

15 Q Yeah.

16 A There's different components, metal and so  
17 forth that can be recycled.

18 Q Is that being done and supported by Ameren  
19 employees?

20 A No, it's done by a recycling salvage  
21 company.

22 Q Okay. Do you know if Ameren's being  
23 reimbursed for each AMI -- I'm going to say it  
24 wrong -- yeah, each AMI-replaced meter with an  
25 electro -- electronic or electromechanical meter?

1 Is Ameren receiving any benefit from that?

2 A The AMR meters that are salvaged, we get  
3 the salvage value of the components they're  
4 salvaging out of that. That work -- the copper, the  
5 metal, the silver, you know. There's a certain  
6 intrinsic value, so we get paid, you know, that  
7 value of that --

8 Q Okay.

9 A -- salvage material. It's small. It's  
10 not big, but it does pump a little bit, you know --

11 Q Okay. So --

12 A -- defray costs.

13 Q All right, thank you. So, when you do  
14 replace these meters and you offer the new AMI  
15 meters to your customers, you do get an offset for  
16 the old meter? Recycling --

17 A We get a little bit --

18 Q -- benefits.

19 A I mean, it's very small. Again, I don't  
20 know if I can share that number. I don't even know  
21 if I know it totally, but we're less than the cost  
22 of a meter, I can tell you that. It's not --  
23 there's not a lot recyclable -- the value of the  
24 recyclable material that's small in each meter, but  
25 it's, you know, we have over a million meters that

1 we salvage, you know, it's small; it add ups to a  
2 little bit, you know --

3 Q Of course.

4 A I was going to joke back with you, it's  
5 too bad that meter engineers don't get to share in  
6 that somehow or another, but we don't.

7 Q We don't get much in our trade-in values  
8 on our phones either, so I get it.

9 A Yeah.

10 Q Yeah. Okay, so really, I do want to make  
11 this point: analogue systems are still in place.  
12 It's not 100 percent obsolete. Any electronics that  
13 run with electricity are running on analogue,  
14 internal house, physical property, business,  
15 industrial complex, they are using a form of  
16 analogue signaling, right?

17 A I understand what you're saying, yeah.

18 Q Yeah.

19 A Not everything is coming over to digital  
20 yet. A lot of things are but not everything. In  
21 the metering world --

22 Q No --

23 A -- we're in the digital but --

24 Q Of course. So when you hire these outside  
25 contractors to do the meter replacement program and

1 notification processes and even know personal  
2 identifiable information was shared with this  
3 third-party contractor, I believe Aubrey mentioned  
4 that, how do they know my address if none of my  
5 personal information was not shared with them?

6 A I think you might be a little confused.  
7 What I said was, with the AMR system, the data that  
8 it holds or even the AMI system, the new AMI system,  
9 no personal identifying information is in that meter  
10 or is transmitted through the network.

11 Q Okay.

12 A When we had --

13 Q Okay.

14 A Yes, we had to provide the outside  
15 contractor doing the deployment or the change out of  
16 meters, we had to provide them with addresses of  
17 where these meters were located. So, they had a  
18 meter number and they had an address.

19 Q One of them had my name.

20 A The name, too. I don't know the details  
21 on that, but we'll find out a bit more on that. But  
22 they probably did have a name and an address, and  
23 definitely had a meter number, because that's how  
24 they knew they were at the right spot to change out  
25 a meter. That meter number that's on there, their

1 order, had to match the meter number that they found  
2 at your residence, or they would not change that  
3 meter out. That was the number one rule. It  
4 wouldn't let them go any further if it didn't match.

5 Q Okay.

6 A They definitely had your meter number, and  
7 they had your address. They had to know how to get  
8 there, right, to physically get to your spot. They  
9 may have had your name. I don't know the answer to  
10 that, though. It's not my immediate area. That was  
11 handled by another person in our group. Another  
12 group in our group, I should say, that was over  
13 the deployment.

14 Q Okay. But they were allowed to wear an  
15 Ameren uniform?

16 A No, they had an Ameren ID, and their truck  
17 would have their name on it, and it says, like, one  
18 of them was called TMD, Texas Meter Device; and  
19 they'll say an Ameren contractor underneath it. But  
20 it has their name, but they do have an Ameren ID to  
21 show that they are representatives of Ameren.

22 Q Okay. Thank you for those general  
23 questions I felt I needed answered. I do have a  
24 question as it relates to the existing -- I believe  
25 what you told me is I have an AMR electromechanical

1 meter?

2 A That's correct.

3 Q How often -- okay. How often have you  
4 been out to make repairs on that since 2006 when it  
5 was installed?

6 A I don't think we've been out at all for  
7 your meter. I don't know for sure, but I don't  
8 think we have any repair -- any repair work done on  
9 that meter.

10 Q Okay. So, they actually are quite  
11 reliable in that respect?

12 A Compared to the AMI meters and new AMI  
13 meters, they are not reliable. But compared to some  
14 things, they're still fairly reliable. You know, I  
15 mean, you know electronic devices, again, we bought  
16 this meter in 2004, so 20 years later for an  
17 electronic device to operate for 20 years, tell me,  
18 yes, they're fairly reliable. But the whole system  
19 is very obsolete and will not be supported past  
20 2025. The system that we use, that whole AMR  
21 system, will be shut down at the end of 2025.

22 Q You're the first person that told me that,  
23 I believe. I didn't necessarily know that or put it  
24 to memory here. And how many years have you been  
25 maintenancing the AMI meters?

1           A       The AMI meters started in 20- -- July of  
2       2020. So a little over four years now.

3           Q       So, we're comparing four years of service  
4       maintenancing to like mine, 20 years with no meter  
5       maintenance required, right?

6           A       Yes, but, keep in mind, you've probably  
7       been fairly lucky to have no issues with your meter  
8       over the 20 years. The failure rate for the AMR  
9       meters, like yours, your meter is over ten times the  
10      failure rate of the AMI meters that we're  
11      experiencing. So, the failure rate is definitely  
12      going up. And you kind of remember, you know, if  
13      you ever looked at product life, you have infant  
14      mortality when you start out. You have some  
15      failures right away. And then it levels out, and  
16      then towards the end of that life, the curve starts  
17      to shoot way up as those products start to die.

18          Q       Yep, I think that's a good analogy.

19          A       Yeah, we're in the curve now where --  
20      where the meters are really starting to die.  
21      Because some are approaching 30 years at this point.

22          Q       Right. But mine is only 20, right?

23          A       Yours is only 20.

24          Q       Manufactured in -- manufactured in '04,  
25      and 18-year service.



1           **A     Correct.**

2           Q     All right.  Just reviewing my notes, thank  
3 you for giving me a moment here.  It's not easy.

4           **A     You're fine, go ahead.**

5           Q     Have you personally had your electricity  
6 disconnected?

7           **A     I have many outages.**

8           Q     I think most of us have.

9           **A     Three and four day outages with ice storms  
10 and --**

11          Q     Yeah, we live in the Midwest.  I get that.  
12 I'm finding it here.

13          **A     Yeah, it's -- it's an inconvenience,  
14 definitely.  No doubt about it.**

15          Q     Yes.  So, what the AMI meter can do, is it  
16 can, one, disconnect remotely and reconnect  
17 remotely, right?  If I read -- read my notes here?

18          **A     Correct.**

19          Q     Can the AMR do either of those?

20          **A     No, it cannot.**

21          Q     So we don't really have a -- from your  
22 perspective, your professional experience in this,  
23 Ameren has really just chosen not to have the  
24 customer engage in their meter reading, but they can  
25 do through tariff take a meter reading; is that

1 correct?

2           A       This is probably getting outside of my  
3 area. I think, just from an engineering point of  
4 view, I would prefer readings come in electronically  
5 versus being sent in -- or being either coming  
6 electronically or come in through a person that  
7 reads meters as a professional living versus a  
8 customer providing readings just from an engineering  
9 point of view and accuracy point of view. I would  
10 prefer that, but I don't know too much about the  
11 second part of your question.

12           Q       The second part of my question had to do  
13 with it being an allowable method of meter reading  
14 for the homeowner to actually call in with a meter  
15 reading on an electronic --

16           A       I think -- it would be similar to maybe  
17 going to the grocery store and you're looking at --  
18 you bring a basket of groceries up, well, I think  
19 there's about \$150 worth of groceries here, so  
20 that's what I want to pay. That's kind of a similar  
21 analogy. I think we'd want to be more precise and  
22 exact in our -- because that is the cash register of  
23 this company, these meters, if you think about it.

24           Q       Of course, of course. How accurate are  
25 you finding -- how accurate are you finding the AMI

1 meters? What is their actual --

2 **A Very accurate.**

3 Q Very accurate, okay?

4 **A Very accurate.**

5 Q Are there any -- are there any customers  
6 that have had any interruptions to service due to  
7 odd readings, I don't know, digital interference?

8 **A I would say it's very small. Our read  
9 success over the network is very high. Probably  
10 close to 100 percent, 99.8 percent, somewhere in  
11 that range, and we're still optimizing the network.  
12 The network is still fairly new in some areas, so I  
13 think we're going to be able to climb from that a  
14 little bit even.**

15 Q You called that the rate of success?

16 **A Yeah, the success rate. Basically, you  
17 know, how many -- out of the total meters, that's  
18 the percentage of time we get a good accurate  
19 reading through the network.**

20 MS. HURT: Thank you. I've taken enough  
21 of your time. I appreciate you coming here  
22 today. You answered a lot of my questions, and  
23 I -- I really just can't thank you enough. I  
24 appreciate you taking the time to speak with me  
25 today. Thank you.

1           **THE WITNESS:** You're very welcome, you're  
2           **very welcome.**

3           JUDGE CLARK: Are there any Commission  
4           questions for this witness? I hear none.

5           COMMISSIONER KOLKSMEYER: I have none,  
6           thank you.

7           JUDGE CLARK: Thank you, Commissioner  
8           Kolksmeyer. I've got a few questions for you.

9           QUESTIONS BY JUDGE CLARK:

10          Q       Does Ameren have a meter replacement  
11          program?

12          A       Well, I guess, this AMI program, you know,  
13          we started in 2020, and we're going to finish up,  
14          you know, in the first part of 2025. That is our  
15          meter replacement program for this -- probably for  
16          these next couple of decades. You know, we've  
17          got -- we replaced -- basically, replaced  
18          100 percent of our meters at this point. So is that  
19          what you were kind of asking, I guess, or --

20          Q       It is --

21          A       I mean, we --

22          Q       -- but let's blame the question, and I'll  
23          ask a little bit different now. Prior to AMI  
24          meters, did you regularly replace meters on a  
25          schedule?

1           A       No.  Only if they would fail, then we  
2 would replace them.  In other words, we don't  
3 proactively go, okay, we think this meter might fail  
4 next year.  We really have a hard time determining  
5 that.  Obviously, as I mentioned, you know, we're  
6 getting to the end of life of these AMR meters,  
7 that's why we want to replace them all with AMI  
8 meters because they're getting old, and we know  
9 that, you know, we're going to run into trouble if  
10 we keep trying to use them.  They're gonna -- we're  
11 gong to be up to the curve where you get a very high  
12 failure rate; but, up to this point, failure rates  
13 were not low, but they weren't high, you know.  So,  
14 that's one of the reasons we were going to this AMI  
15 replacement program; we knew that we were getting  
16 closer to the end of life of these AMR meters.

17           Q       Would you --

18           A       Now, for the AMI meters, you know, I  
19 guess, I could turn around: for the AMI meters, do  
20 we have any planned replacement for AMI meters?  No,  
21 they're all new.  They should last, you know, the  
22 vendors is telling us -- Landis+Gyr is saying they  
23 should last 20 years, so unless we start to see high  
24 failure rates, we will not plan on replacing these  
25 meters until, you know, 15, 18, 20 years from now,

1 you know.

2 Q Prior to the AMR meters, what kind of  
3 meters was Ameren using?

4 A We were using basically -- prior to that,  
5 there was really only one type of meter, and that  
6 was the analogue disk meter, and various vendors  
7 made them. They were fine meters. They seemed to  
8 last a long time, but they would drift because they  
9 were analogue meters; so we have to -- we have to do  
10 a lot of sample testing to make sure they were still  
11 accurate. And we -- sometimes we would fail samples  
12 because they fall outside of that accuracy level  
13 that was acceptable. And that's one of the reasons  
14 we went to AMR meters, because we, you know, the  
15 solid state meter is coming into play and we get  
16 different reads.

17 Again, a big benefit of having that  
18 system put in and starting, I think in 1995, it was  
19 kind state-of-the-art. I think we were one of the  
20 first or second utilities to go with the AMR system.  
21 Prior to that, we had just regular electromechanical  
22 meters with the disc and the dial. No  
23 communication. That was with AMR, all manual read.  
24 We had a fleet of a hundred meter readers traveling  
25 around the whole system. It was kind of crazy back

1 then.

2 Q When you made this switch over to AMR  
3 meters, was it similar to this? Did you -- were  
4 they replaced, one, point, something million over a  
5 short period of time? Or did you wait for them to  
6 fail one by one and replace them with AMI meters?

7 A No, it was a mass deployment, very similar  
8 to what we're doing with AMI. It was done over  
9 about a five-year period, too. About the same,  
10 five, five and a half years, I believe. Something  
11 like that. Maybe a little bit longer.

12 Q Now, Ms. Hurt had asked you what the  
13 lifespan of an AMI meter is, and you said 20 years.  
14 What's the lifespan of an AMR meter?

15 A I would say at least 20 years. You know,  
16 we've had it -- we've had that system in from 1995  
17 to 2000, so, you know, some of them are, you know,  
18 25 years old now. A good part of them are 25 years.  
19 So we had -- we might have been on the tail end of  
20 their life. We might have waited a little too long.  
21 We did have some fairly high failure rates the last  
22 few years, but very similar, very similar.  
23 They're --

24 Q What about --

25 A And we don't know, I guess, back up say

1 one thing about the AMI meters. That's their  
2 projected life, 20 years. They may last longer.  
3 You just don't know. It's -- you know, over the  
4 years, the technology keeps getting better. And  
5 does that mean it lasts longer? We don't know that  
6 yet. But they can last 25 years, too. We don't  
7 know yet.

8 Q Now, you said that the system would no  
9 long support the AMR meters after 2025; is that  
10 correct?

11 A That's correct. See, the systems for AMR  
12 meters is only owned by Landis+Gyr. They operate  
13 that network. And they've been struggling to try to  
14 keep that network going, because a lot of the  
15 network equipment is no longer available either. So  
16 they -- the contract that we had with them really  
17 expired, initially expired, in 2020. We got them to  
18 extend five years, because we needed that time to  
19 change out the meters to these AMI meters. But they  
20 are already shutting down parts of the AMI network  
21 that they completed AMI deployment and turned over  
22 to us. So they're already shutting down some of  
23 that AMR network. But by the end of '25, we no  
24 longer have a contract with them, and they plan to  
25 have it totally shut down.



1 Q What -- what -- what are you going to do  
2 for op-out customers after 2025?

3 A The same. We will have -- we still have  
4 meters that are not communicating meters that  
5 customers can -- can decide to go to if they want to  
6 opt out.

7 Q And those --

8 A We really have the opt out as just a  
9 choice for our customers. If they want -- they  
10 don't want a communicating meter, they can opt out.  
11 That opt-out program will continue to go forward.

12 Q Does Ameren Missouri have a meter testing  
13 program?

14 A Yes, we do. We will be testing the AMR  
15 meters -- AMI, I'm sorry. We will be doing sample  
16 testing on the residential and small commercial, and  
17 we have periodic testing on all of our larger  
18 meters.

19 Q And how frequent is that?

20 A It varies by the size of the customer.  
21 Very large customers are tested every year. These,  
22 you know, huge customers that, you know, have a  
23 tremendous amount of energy and a tremendous amount  
24 of revenues, so we want to make sure those meters  
25 stay with that metering system, too. They have

1 things called current transformers, potential  
2 transformers that can fail in listening to the  
3 metering, so we want to make sure those systems are  
4 very accurate and functioning properly. Some  
5 customers are eight years; some customers are 16  
6 years. That's the periodic test, and then sample  
7 tests are done every year, but we go by the last  
8 year of the digit -- the last digit of the year is  
9 installed. So for like the meters we install in  
10 2020, we'll be sample testing those in 2023.

11 Q And you -- you indicated that when you are  
12 doing these meter readings, that they occur at a  
13 particular time in relation to the billing cycle,  
14 and I guess that's like a window in which you do the  
15 read; is that correct?

16 A Yes, sir, that's correct.

17 Q What happens if you miss that window?

18 A Then we have to estimate the bill. That's  
19 a bad thing. We don't like to estimate bills.  
20 Customers don't like it. We don't like it. It's  
21 not accurate.

22 Q Bear with me just a second. And there was  
23 some talk about, and I may have misunderstood this,  
24 about communication between a light and a fusebox  
25 and the meter. Does Ameren know what happens to the

1 electricity once it passes the meter?

2 A No. We really -- I mean, like what device  
3 is using electricity when -- at home or within a  
4 customer -- industrial customer? Is that what you  
5 are asking?

6 Q Yes.

7 A Like the use of it? No, we really don't  
8 know. We do offer a service. It's -- it's an  
9 outside organization that analyze the signatures of  
10 different appliances, and they provide a rough  
11 approximation of what -- you know, this is for  
12 customers that want to know like how much is my  
13 refrigerator using; how much is my heat pump using;  
14 how much is my pool pump using? They will provide  
15 estimates of the different end uses in that home  
16 based on the signature of, you know, that device.

17 And it's kind of a -- a little bit of  
18 algorithm that they use to determine that. I don't  
19 think it's a 100 percent accurate, it's -- it gives  
20 them another feel that the customer will know like,  
21 okay, this a big user in my home, this pool pump.  
22 Or this is a big, you know, I'm drying a lot of  
23 clothes, so my clothes dryer is using a lot of  
24 power. So it gives them -- for folks who want to  
25 get that information, they can get it. But Ameren

1 doesn't know. We don't have a feel for what's being  
2 used, and, you know, based on the end use of the --  
3 in the home or in the business.

4 Q And just very briefly, just because I want  
5 to be sure these are on the record, and I believe  
6 AMR is in the Staff Report, but I'm going to go  
7 ahead and ask you anyway: what does AMR stand for?

8 A It stands for automated meter reading.

9 Q And NSM?

10 A NSM stands for nonstandard meter.

11 Q And AMI?

12 A AMI stands for automated meter  
13 infrastructure. Automated versus -- yeah, AMR is  
14 automated, I mean --

15 JUDGE CLARK: I just wanted to be sure  
16 those were on the record. Are there any  
17 Cross-examination -- or is there any  
18 further Cross based upon my questions? Staff?

19 MS. KERR: No, thank you.

20 JUDGE CLARK: Public Counsel?

21 MS. VAN GERPEN: No thank you.

22 JUDGE CLARK: Ms. Hurt?

23 MS. HURT: Thank you, Judge. I had one  
24 question.

25 JUDGE CLARK: Go right, ahead.

1

## REXCROSS-EXAMINATION

2

BY MS. HURT:

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Q Thank you. It's a big topic, but I'm going to raise it. Are AMI meters more resistant to, say, something like a sun flare, et cetera? Are they more resistant than an AMR meter or an NSM meter? Are they shielded more? Help me out with that question.

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A Yeah, I don't -- I'd like to say, yes, they're shielded, but they're really not. Most electronic devices, if you get a big enough electromagnetic pulse, it's going to knock them out. And AMR meters, they would be the same thing. There's really not much difference, I think, if you get a big electromagnetic pulse. The solar flare thing, I don't think that's going to hurt it. It may affect the transmission of the data through the network, because you're then looking at radio waves, and that's kind of what solar flairs effect. But it's --

21

Q Okay.

22

23

24

25

A I don't think solar flares are going to hurt the electronics, but if you get a large, you know, heaven forbid, some kind of nuclear blast or something like that, it's going to put out an EMP

1 that's going to wipe a lot of electronics. Then  
2 you'll be happy to have those analogue, you know,  
3 systems -- the analogue electric systems in cars,  
4 you know. Like the points condenser you had in the  
5 1967 --

6 Q Yes.

7 A You'll be happy to have that car, because  
8 it's probably going to be the only thing that's  
9 going to run, because all these new cars with all  
10 these electronic computers probably become worthless  
11 if you get a big electromagnetic pulse --

12 Q I have heard of folks --

13 A Yeah, so, it's a good subject, but I think  
14 if that happens, probably Ameren included, the last  
15 thing we're worried about is your energy -- you  
16 know, the energy usage at your home, you know. A  
17 lot of bigger things to worry about if that  
18 happened.

19 Q Exactly. I never raised it before just  
20 now, but it did -- it was on my mind to get that --  
21 to help anyone who might have had that question, and  
22 you're the expert, so I trusted your answer. Thank  
23 you. That's all.

24 JUDGE CLARK: Any Redirect from Ameren  
25 Missouri?

1 MS. HERNANDEZ: No questions. Thank you.

2 JUDGE CLARK: Ameren, do you have any  
3 other witnesses?

4 MS. HERNANDEZ: Oh, we do not. So we  
5 would rest our case.

6 JUDGE CLARK: All right, thank you. Thank  
7 you for your testimony. You may step down.  
8 Staff, would you like to call your first  
9 witness?

10 MS. KERR: Thank you. My first witness is  
11 Claire Eubanks.

12 JUDGE CLARK: Ms. Eubanks, would you raise  
13 your right hand to be sworn?

14 (Claire Eubanks sworn.)

15 JUDGE CLARK: Go ahead.

16 DIRECT EXAMINATION

17 BY MS. KERR:

18 Q Thank you. Good afternoon. Could you  
19 please state your name and spell it for the record?

20 A **Claire Eubanks, C-l-a-i-r-e,**  
21 **E-u-b-a-n-k-s.**

22 Q And by whom are you employed, and what's  
23 your position?

24 A **I'm employed by the Missouri Public**  
25 **Service Commission as the manager of our Engineering**

1 **Analysis Department.**

2 Q And are you familiar with this Nancy  
3 Hurt's case?

4 **A I am.**

5 Q Did you have an opportunity to prepare and  
6 file the Staff report in this case?

7 **A Yes, I contributed to the Staff report in  
8 this case.**

9 Q And it is the Staff report that's been  
10 marked as Staff Exhibit 200 that was filed on  
11 December 20th of 2023 in this case, the same Staff  
12 report you contributed to in preparing this case?

13 (Staff Exhibit 200 marked.)

14 **A Yes.**

15 Q (By Ms. Kerr) Is this information -- is  
16 the information you contributed to in the Staff  
17 report true and accurate to the best of your  
18 knowledge and belief?

19 **A So Staff does have one correction to make  
20 in the Staff report. I can do that now, or  
21 Ms. Huber can do it when she takes the stand.  
22 Whichever you prefer.**

23 Q Well, if you -- if you know where that  
24 change should be, we can just do it right now.

25 **A Sure.**



1 Q Do you know --

2 A This is -- this is on page 3 of the Staff  
3 report under the heading of "Staff's investigation",  
4 the third paragraph and the first line of the third  
5 paragraph. It states, "Ameren Missouri made  
6 multiple attempts from May 7th, 2023, to August,  
7 September 25th, 2023." And, so, we're just wanting  
8 to strike the word August.

9 Q Okay. So it should read from May 7th,  
10 2023 to September 25th, 2023; is that correct?

11 A That's correct.

12 Q Okay. Is that the only change or addition  
13 that needs to be made to the Staff report today?

14 A Yes.

15 Q Otherwise, is the information true and  
16 accurate to the best of your knowledge?

17 A Yes.

18 Q And are there any other changes or  
19 additions to make to the Staff report?

20 A Not at this time, no.

21 Q Okay, thank you. And otherwise, I offer  
22 Exhibit 200 -- Staff Exhibit 200 into evidence. I  
23 do want to note that it is marked confidential.

24 JUDGE CLARK: Any objections to admitting  
25 Exhibit 200 or 200-C --

1 MS. HERNANDEZ: No objections --

2 JUDGE CLARK: -- onto the hearing record?

3 MS. HERNANDEZ: No objections.

4 MS. VANGERPEN: This is Lindsay -- oh, I  
5 apologize, Jennifer.

6 JUDGE CLARK: Ms. Hurt, do you have an  
7 objection?

8 MS. HURT: No, I do not.

9 JUDGE CLARK: Go ahead, Ms. VanGerpen.

10 MS. VANGERPEN: Thank you, Judge. I just  
11 wanted to mention again, I believe Staff's  
12 report is filed in EFIS. So I have access to  
13 it there, but if there are additional exhibits  
14 we have not received any other exhibits if  
15 Staff was proposing to offer those.

16 JUDGE CLARK: As far as I know, this is  
17 Staff's only Exhibit.

18 MS. KERR: Correct.

19 MS. VANGERPEN: Great, thank you, Judge.  
20 And we have no objection to the report.

21 JUDGE CLARK: Thank you very much, and  
22 thank you for letting me know you didn't have  
23 that. Exhibit 200, both public and  
24 confidential, is admitted onto the hearing  
25 record.

1 (Staff Exhibit 200-C admitted onto the hearing  
2 record.)

3 JUDGE CLARK: As I stated earlier,  
4 Ms. Hurt, the confidential means that the  
5 public cannot see a non-redacted version. In  
6 this case, the public version was deemed  
7 confidential in its entirety, so only  
8 participants in this case who are authorized  
9 may see that exhibit. Go ahead, Staff.

10 MS. KERR: I tender the witness for Cross.

11 JUDGE CLARK: Again, we didn't establish  
12 an order. So, Public Counsel, do you have any  
13 questions for this witness?

14 MS. VANGERPEN: No, thank you, judge.

15 JUDGE CLARK: Ms. Hurt, do you have any  
16 questions for this witness?

17 MS. HURT: No, I don't have any questions,  
18 Your Honor, but I did want to clarify: I was  
19 not taking a journal of the actual dates all  
20 these things that occurred to me in my original  
21 testimony; so I want the Staff report date and  
22 Ameren's date to be true and accurate. I was  
23 not taking a journal or making a journal of  
24 when these things happened to me, so I wanted  
25 to clarify, thank you.

1 JUDGE CLARK: Okay, thank you. Any  
2 Cross-examination from Ameren Missouri?

3 MS. HERNANDEZ: No questions, thank you.

4 JUDGE CLARK: Are there any Commission  
5 questions for this witness? I hear none. I  
6 don't -- I don't have many questions. I think  
7 I just got a couple, but perhaps you can answer  
8 them for me.

9 QUESTIONS BY JUDGE CLARK:

10 Q Does the Commission have a prohibition  
11 against rate discrimination?

12 A So, my understanding as an engineer and  
13 not an attorney, is that is one of the -- whether  
14 it's in statute or rule, I can't speak to that; but,  
15 generally, that is just something that's considered  
16 when we're setting rates that they should be  
17 nondiscriminatory.

18 Q And you may not know the answer to this.  
19 If Ameren Missouri were to let Ms. Hurt read her own  
20 meter and not pay the \$40 fee and the \$100 set up,  
21 would that fall under the discriminatory rate  
22 provisions, or do you know?

23 A So I think as you're phrasing the  
24 question, it would be that Ms. Hurt would be allowed  
25 to do that, but no other customer that would be

1     **opting out would be allowed to do it. Is that --**

2           Q     Essentially --

3           A     I --

4           Q     -- or if you have a small group of  
5 customers who are opting out who are not paying the  
6 fee and another group of customers who are opting  
7 out and paying the fee, so I don't want to isolate  
8 it to Ms. Hurt just by herself.

9           A     So I guess just for clarification, the  
10 existing AMR meter that is on her residence, my  
11 understanding from Ameren Missouri is that it will  
12 still function. The part of it that will not  
13 function, as the Ameren witness who was just up  
14 testified to, is the communication piece of it,  
15 because the Landis+Gyr contract -- their services  
16 are not going to be provided after 2025. It didn't  
17 mean that the meter won't physically work,  
18 and Ameren Missouri can roll the truck out to read  
19 the meter, right? And, so, that is why there is  
20 that monthly fee associated with it.

21          Q     I understand that.

22          A     Because, generally, you know, I don't want  
23 to get too far out of my group expertise but, you  
24 know, Staff would tend to want meter readings to  
25 be -- not necessarily, you know --

1 actually Commission rules also prevent estimated  
2 reads from occurring for too long of a period. My  
3 recollection is that's three months, so I think  
4 there is -- and, again, Ms. Hurt, you know, I'm sure  
5 she's quite trustworthy, but I do think there's some  
6 benefit to the company collecting meter readings,  
7 and, you know, the customer has the ability to  
8 question it, also. So I don't know if that quite  
9 answers your question.

10 Q It does, actually. Now, in the company's  
11 Tariff Sheet 63, it indicates that there's a  
12 one-time setup charge of \$100 and a nonstandard  
13 meter charge per month of \$40, that's in the  
14 company's tariff. Would the company be violating  
15 its tariff if it charged her a different rate than  
16 that?

17 A In my opinion, yes.

18 Q So, in your opinion, the tariff  
19 requires Ameren Missouri to charge her a \$100 setup  
20 fee and a \$40 per month for a nonstandard meter?

21 A Yes. If she's choosing to opt out, yes.

22 JUDGE CLARK: Thank you. I don't have any  
23 further questions. Is there any Recross based  
24 upon my question? Staff? I'm sorry, I think I  
25 started with OP this time. OPC?

1 MS. VANGERPEN: No, thank you, Judge.

2 JUDGE CLARK: Ms. Hurt, do you have any  
3 questions based upon my questions?

4 MS. HURT: I do since you raised the  
5 question of private property meter reading.

6 RECROSS-EXAMINATION BY MS. HURT:

7 Q I believe it is in the Missouri Insurance  
8 and Utility document I provided, that any customer  
9 can take the meter reading photo and notify Ameren  
10 at a certain date and time within that window, and  
11 that has been an ongoing and long process. I think  
12 that goes back -- I'm not going to say exactly the  
13 year, but somewhere from 1998, I think I might have  
14 read that, but I can verify it, so why would it be  
15 arbitrarily three months is my question?

16 A So the three months is related to an  
17 estimated time and, like I said, that was my  
18 recollection. I do have Chapter 13 on my computer,  
19 but, honestly, Ms. Huber is probably the best  
20 witness to talk about the details of Chapter 13  
21 rules, so I might ask that we defer to her.

22 JUDGE CLARK: I think what Ms. Eubanks  
23 said is that she can't answer that question; is  
24 that correct?

25 MS. HURT: Okay.

1 JUDGE CLARK: Ms. Eubanks, is that correct  
2 or am I --

3 THE WITNESS: I think Ms. Huber is going  
4 to be the best witness to talk about issues  
5 related to Chapter 13.

6 JUDGE CLARK: All right. Ms. Hurt, do you  
7 have other questions for this witness?

8 Q (By Ms. Hurt) Thank you for holding. Who  
9 proposed the \$40 per month fee? Was it from Ameren,  
10 or was that -- is that arbitrary? It seems high to  
11 me compared to other states who do have opt-out  
12 monthly fees. Is that being considered within Staff  
13 at this time? Is that arbitrarily a high amount?  
14 I'm not sure if I'm saying that right, but it's --  
15 it's a hefty monthly fee.

16 A I can provide a little bit of background  
17 to the AMI opt-out program, generally. So it came  
18 about -- for Ameren Missouri in a rate case in about  
19 the 2016 timeframe, and this was related to a number  
20 of customers in a Staff report, also, on issues with  
21 customers not quite, you know, not wanting the AMR  
22 meters or the AMI meters to be installed; and this  
23 was, you know, not an Ameren Missouri only topic  
24 conversation. So my recollection, and I think I  
25 might have put that in the Staff report, one moment.



1 Q Can I interject while you're looking,  
2 though?

3 A Sure.

4 Q So, that was 2016, and five years later,  
5 they decide to offer the AMI customers a no fee to  
6 upgrade, but the opt-out customer needed to pay; and  
7 how you got to that amount is what you're looking  
8 up. I thank you for that.

9 JUDGE CLARK: Ms. Eubanks, did you want to  
10 answer the question?

11 THE WITNESS: Okay, I think the original  
12 question is, how were those initial fees being  
13 determined? So, originally, they  
14 were actually \$150 for the one-time setup fee  
15 and \$45 for the monthly fee. Those were  
16 recommended by Staff in ER-2016-0179.

17 Those fees were based on, you know, other  
18 cases that came before the Commission,  
19 specifically Kansas City Power and Light  
20 Greater Missouri Operations Company. It was an  
21 issue in another case, and someone bought it  
22 forward in the Ameren case as well.

23 In -- when Ameren came forward with their  
24 smart meter replacement program variance  
25 request through a stipulation agreement, the

1 parties to that case agreed to reduce those  
2 fees to \$140, so a \$100 setup fee and the \$40  
3 monthly fee. So, the actual basis of it was  
4 negotiated as part of a settlement agreement.

5 MS. HURT: Thank you. I would never have  
6 known that. I do have one more question; is  
7 that good?

8 JUDGE CLARK: Please, you can -- you  
9 may -- this is exactly what this is for. You  
10 may questions you want to ask.

11 Q (By Ms. Hurt) How does the Public Service  
12 Commission define smart?

13 A I can't say that we have a definition of  
14 smart in any of our rules and regulations, to my  
15 knowledge.

16 Q Thank you.

17 A I prefer to refer to the meters as AMI  
18 meters or automated metering infrastructure,  
19 personally.

20 Q Well, that raises another question, if I  
21 may, thank you for that. Is there a regulation that  
22 allows Ameren to use the term "smart", since it's  
23 not a patented word?

24 A I don't -- I don't know that I can answer  
25 that question, I'm sorry.

1 Q Okay. So it's -- really it's used as a  
2 generic term for something else?

3 JUDGE CLARK: Was that a question or a  
4 comment?

5 MS. HURT: Well, I tried to make it a  
6 question. Let's make it a question.

7 Q (By Ms. Hurt) Who do I ask, do you think,  
8 that would know the answer to what does smart mean  
9 to the Commission?

10 A I -- you know, as far as -- I guess, can  
11 you give more context? Are you just referring to  
12 kind of the terminology that's sometimes used  
13 regarding meters?

14 Q Yes, regarding meters, of course. Judge  
15 Clark was kind enough to ask a question of the  
16 technician who defines what an NSM meter was used  
17 for -- or what it meant. And to clarify that for  
18 him, and it's a nonstandard meter. Is that -- did I  
19 hear that right?

20 A Yes, so Ameren Missouri uses the term  
21 nonstandard meter and a lot of our utilities do that  
22 as well in their tariff. So that, you know, the  
23 indication -- that it's -- the standard meter that  
24 they're offering to install for new customers  
25 currently is the AMI meter, and so, you know, the

1 option for you is to opt out of the AMI meter and  
2 choose a nonstandard meter. So a lot of times --

3 Q So -- you know.

4 A You know, I think a lot of times you hear  
5 the word "smart meter", and it is referring to an  
6 AMI meter.

7 Q Okay. So when the technician says to me,  
8 Ms. Hurt, this NSM on the meter means not a smart  
9 meter, he was incorrect?

10 A I can't speak to --

11 Q That was my testimony -- that was my  
12 testimony earlier so --

13 A Yes, I recall that part of your  
14 testimony --

15 JUDGE CLARK: Hold on just a second.

16 THE WITNESS: I would have to make  
17 assumptions about what was stamped on the meter  
18 to answer your question.

19 JUDGE CLARK: I'd like to stop and clarify  
20 here because you -- Miss Hurt, when you say  
21 they told you "nonstandard meter", what you're  
22 saying is that's what they told you NSM means,  
23 correct?

24 MS. HURT: He grabbed -- he held the  
25 meter, showed it to me and it had big three

1 letters on it: NSM, and he did not say it's a  
2 nonstandard meter. He said it was a not a  
3 smart meter, and I even wrote that in an e-mail  
4 to Dr. Geoff Marke early on. I believe it was  
5 after I filed my formal complaint. So, the  
6 technology -- the terminology here is extremely  
7 confusing here, and it's convoluted. And I  
8 think what the Staff and what Claire has said  
9 they're identifying in their report, was  
10 they're attempting to get more clarification on  
11 the common use of words to describe these  
12 meters and their purpose and their use and  
13 their functionality in their actual meaning and  
14 use and functionality. Because I'm still --  
15 I'm getting -- I'm less confused than I was  
16 before this hearing, but there's a lot of  
17 people who don't understand the difference.  
18 That's all, thank you.

19 JUDGE CLARK: Do you have any further  
20 questions, Ms. Hurt?

21 MS. HURT: Not at this time, thank you.

22 JUDGE CLARK: Any Recross from Ameren  
23 Missouri?

24 MS. HERNANDEZ: No questions, thank you.

25 JUDGE CLARK: Any Redirect from Staff?

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## REDIRECT EXAMINATION

BY MS. KERR:

Q Yes, I just wanted to clarify something. The \$100 fee and then the \$40 monthly fee, that was -- that was something that came out of a stipulation in a rate case; is that right?

A No, that was in EC-2019-0382. Ameren Missouri at that time requested a waiver of certain tariffs and regulations for their deployment of AMI meters, and, so, that was part of that negotiated settlement in that case.

Q Okay, and then that's what's in their current tariff -- in Ameren's current tariff right now, that's --

A Sheet 66.

Q Right.

A It's in Exhibit -- it goes 101 --

Q 102, I believe. 102, correct?

A Well, I believe, 102 was not entered as an exhibit and that the Commission took notice.

Q 102 was entered -- was not entered, that's the official -- I'm sorry, you're right. Judge took official notice of their currently-filed tariff, and that's what's filed currently.

A The currently filed Tariff Sheet 63 has

1 two charges on it. One is a setup fee of \$100 and  
2 one is a \$40 monthly fee, yes.

3 Q And Ameren is bound to follow that,  
4 correct?

5 A That's is correct.

6 Q Right. And Ameren -- Ameren can't allow  
7 one group to pay the fee and then another group not  
8 to pay the fee. They have to just follow that  
9 tariff, correct?

10 A That's my understanding unless there was  
11 something I suppose in the tariff that allowed them  
12 to do that.

13 Q Okay. Okay, and her -- and Ms. Hurt's  
14 only choice is, according to that -- according to  
15 their tariff is to either allow the AMI meter to be  
16 installed or opt out and have a nonstandard meter  
17 installed, correct?

18 A That is correct.

19 MS. KERR: Okay. I don't have any other  
20 questions, thank you.

21 THE WITNESS: Just to clarify, based on  
22 the current tariff as worded, those are the  
23 fees in what the tariff says currently.

24 MS. KERR: Right, okay, thank you.

25 JUDGE CLARK: Thank you, and Ms. Eubanks

1 is correct. I did not admit Exhibit 102 onto  
2 the hearing record, but did take administrative  
3 notice of the three tariff sheets. Ms.  
4 Eubanks, you may step down. Thank you for your  
5 testimony. Staff, you may call your next  
6 witness.

7 MS. KERR: I call Tammy Huber.

8 (Tammy Huber sworn.)

9 JUDGE CLARK: Thank you, Staff, go ahead.

10 DIRECT EXAMINATION

11 BY MS. KERR:

12 Q Could you state your name and spell it for  
13 the record please?

14 A **Tammy Huber, T-a-m-m-y, H-u-b-e-r.**

15 Q And by whom are you employed and what's  
16 your position?

17 A **The Missouri Public Service Commission in  
18 the Customer Experience Department. I'm a senior  
19 research and data analyst.**

20 Q Are you familiar with Nancy Hurt's case?

21 A **Yes, I am.**

22 Q Did you have an opportunity to prepare and  
23 file -- contribute to a Staff report in this case?

24 A **Yes.**

25 Q And is the Staff report that's been marked



1 and entered already as Staff Exhibit 200, that was  
2 filed on December 20th, 2023, in this case, the same  
3 Staff report you contributed to and prepared in this  
4 case?

5 **A Yes.**

6 Q And the information is -- is the  
7 information you contributed to in the Staff report  
8 with the change that Ms. Eubanks made, true and  
9 accurate to the best of your knowledge and belief?

10 **A Yes.**

11 Q We've already talked about the change that  
12 was made on page 3. Do you have any other -- any  
13 other changes or additions that you need to make --  
14 feel you need to make to that Staff report today?

15 **A No, I do not.**

16 Q Okay, thank you. Now, did Staff make any  
17 conclusion in its Staff report regarding Ms. Hurt's  
18 complaint against Ameren?

19 **A Yes, we did. We reviewed all of the phone**  
20 **recordings and looked at all the billing statements**  
21 **and all the information that we requested from**  
22 **Ameren, and although we sympathized with Ms. Hurt,**  
23 **she was current on her billing, we were looking to**  
24 **make sure the rules were followed for the**  
25 **disconnection, mainly; and they were followed,**

1 according to 20 CSR 424013.035, with the exception  
2 of there were two items that Ameren discussed  
3 earlier in the hearing that were left off of that  
4 written notice. And they have since corrected that  
5 in their denial of service in their letters and have  
6 made us aware of those, and we verified those have  
7 been corrected. That was recommended in our Staff  
8 report and then taken care of.

9 Q Okay. And did you make -- did you make  
10 any conclusions about whether they violated any  
11 other tariffs or regulations?

12 A No. There were no violations of the  
13 disconnection process, and as Claire talked about in  
14 her recommendation, we would like to see that  
15 clarification while they had an ongoing rate case to  
16 clarify that in the tariff, but there were no  
17 violations of what their current tariff in Chapter  
18 13 requires them to do before disconnection.

19 MS. KERR: Okay. Thank you. I don't have  
20 any other questions. I'll offer the witness  
21 for Cross-examination.

22 (Court reporter clarification.)

23 JUDGE CLARK: Are there any  
24 Cross-examination from the Office of the Public  
25 Counsel?

1 MS. VANGERPEN: No, thank you, Judge.

2 JUDGE CLARK: Ms. Hurt, do you have any  
3 questions for this witness that you would like  
4 to ask.

5 MS. HURT: Yes, I do.

6 JUDGE CLARK: Go right ahead.

7 CROSS-EXAMINATION BY MS. HURT:

8 Q Thank you. Hi, Tammy.

9 **A Hi, Ms. Hurt.**

10 Q The disconnect process that you mentioned  
11 just now, references are made to that under Chapter  
12 13, correct, that you stated?

13 **A That's correct.**

14 Q When was that Chapter 13 particular  
15 disconnect notice actually approved by the  
16 Commission, as it relates to the disconnect notice  
17 or disconnect process?

18 **A Do you mean when did Ameren send the**  
19 **disconnection notice that we relied on?**

20 Q No, when did the Commission approve that  
21 section of Chapter 13 that discusses the disconnect  
22 process?

23 MS. KERR: I'm going to object. She's --  
24 the witness isn't going to know unless she  
25 looks at Chapter 13 when the Commission

1 approved it. It's in the -- it's in the CSR.

2 We can look at that and just --

3 JUDGE CLARK: Yeah, you can see the date  
4 that it was in the CSR. Ms. Huber, did you  
5 have anything to do with the designing of this  
6 rule?

7 **THE WITNESS: No, I did not.**

8 MS. HURT: Okay.

9 JUDGE CLARK: Did you participate in the  
10 rule-making enacting this rule?

11 **THE WITNESS: No.**

12 MS. HURT: So, no one on Staff --

13 JUDGE CLARK: So --

14 MS. HURT: Pardon me.

15 JUDGE CLARK: Go ahead, Ms. Hurt.

16 MS. HURT: I interrupted your thought,  
17 sir. I will go on mute.

18 JUDGE CLARK: No, that is fine. If you  
19 have a question, please go ahead and ask.

20 MS. HURT: Well, I raised this issue with  
21 Ms. Huber when we had our discussion during the  
22 investigation -- after their findings in their  
23 investigation, and my concern about this  
24 timeline of when -- when was this approved by  
25 the Commission is unknown to me. And regarding

1 Chapter 13, disconnect process, because it came  
2 to my attention during my searching that  
3 Ms. Hernandez had previously worked for the  
4 Commission, and I raised this issue with Tammy,  
5 and, Tammy, do you recall me asking you if this  
6 was a conflict of interest for Ms. Hernandez to  
7 now be representing Ameren Missouri regarding  
8 my complaint? Do you recall that?

9 **THE WITNESS: Yes, I remember that**  
10 **conversation.**

11 Q (By Ms. Hurt) And you said you looked into  
12 it, correct?

13 A From what I recall from that conversation  
14 is, I let you know that, yes, she used to be an  
15 attorney, but it had nothing to do with the work I  
16 was doing in the investigation. That the attorneys  
17 weren't involved in the formal complaint  
18 investigations when she was employed here, and that  
19 was several years ago. That I didn't know that  
20 there was anything in the Chapter 13 rules that said  
21 anything about her not being -- I mean, about being  
22 a conflict of interest; I wasn't aware of anything.

23 I can tell you, there is some  
24 authority section in Chapter 13, there's several  
25 times they have been revised, that particular rule,

1 about that denial of service. You know, I can look  
2 in there in the authority, I think it was last  
3 updated in 2019 if that does help you --

4 Q Okay.

5 A But that's printed in the rules, if you go  
6 to the Authority section under each rule section, it  
7 will tell you the dates they were amended and filed.

8 Q Okay, thank you.

9 A Okay?

10 Q Okay, yeah, that is helpful. I'm sorry I  
11 didn't address that or know enough about this  
12 process to have you asked then. The -- this  
13 disconnect process, as it relates to Ameren Missouri  
14 being able to utilize the new AMI meter to just shut  
15 off the meter, can they do that arbitrary? Can they  
16 do that even if it was a mistake with the two-way  
17 communications that it offers them?

18 A I don't understand what you mean by a  
19 mistake. I mean, I assume they can remotely  
20 disconnect. And I'm not saying there's a human  
21 error but --

22 Q Right, right.

23 A It wouldn't be allowed, no. The reasons  
24 they were allowed to disconnect your service was  
25 because they followed all the steps they needed to

1 take in order to -- they sent the letters; they made  
2 the phone calls that we discussed in order to notify  
3 you that the discontinuance of service was coming.  
4 And they would still need to do that, even with the  
5 AMI meters.

6 Q Uh-huh, even with the AMI --

7 A They're still -- yes. There are still  
8 steps they've got to -- they have to follow before  
9 they can discontinue service to any customer.

10 Q So there's a separate opt-out disconnect  
11 process for an AMR-meter customer and there's a  
12 separate disconnect notification process for an  
13 AMI-meter customer?

14 A They're not -- they're not different.  
15 It's just there are some variances that were  
16 approved because, you know, they don't have to roll  
17 a truck, so there -- we have a stipulation agreement  
18 that was -- that came out of the case. Claire talks  
19 about it in our report, and, so, there's just a few  
20 items that they no longer have to do, but we added  
21 steps where they have to make some additional  
22 phonecalls, so there are more attempts to reach the  
23 customers. So we put safeguards in place so  
24 customers are for sure reached, because there will  
25 no longer be, like, a door knock that used to occur.

1 Q Okay. And what's -- I think I'm hearing  
2 you stating there's validation from the customer  
3 that they acknowledge their power -- electric power  
4 is actually going to be shut off within a 90-day  
5 period, not just a letter in the mail. Because  
6 people do travel; people do go out of town;  
7 people -- mail does get undelivered or misdelivered.  
8 And that's my question to you. Has that been  
9 addressed for all customers or just AMR customers?

10 A Can you repeat the question? I'm not sure  
11 I understand what you're asking.

12 Q Well, you mentioned you had made  
13 adjustments to their notification process in your  
14 Staff report; is that right?

15 A There has been a different -- there has  
16 been a variance for not having to do the actual door  
17 knock, because they are able to disconnect and  
18 reconnect with the AMI meters, but that's sort of --  
19 a lot of that information is out of my realm. But I  
20 do know that we put extra safeguards in place and  
21 added an additional phone call, so customers are  
22 having another chance to be notified.

23 Q I see. Okay, so you're --

24 A But you're still -- I'm sorry, go ahead.

25 Q All right, it's Nancy. So you're adding



1 another layer of notification in their disconnect  
2 process to AMR customers?

3 **A To the -- to the AMI, but, yes, that's**  
4 **correct.**

5 Q To the opt-out customers?

6 **A No. The opposite. To the AMI, so if**  
7 **they're remote disconnect.**

8 Q Okay. I see, thank you. I was confused  
9 on that. So, how that does relate to the formal  
10 complaint that I filed?

11 **A That does not relate to this. I was just**  
12 **trying to answer your question about the**  
13 **disconnection process.**

14 Q Okay, okay. Thank you. And -- all right.  
15 And how does the changing of the wording you said to  
16 me when we spoke last that you found that they were  
17 not compliant in sending a letter out in an  
18 additional language notification; is that correct?

19 **A They sent -- they sent the letter required**  
20 **to you. The letter did not include a statement in**  
21 **Spanish that advised the applicant that if they did**  
22 **not read English, someone who has to translate**  
23 **and -- to advise the customer if they were unable to**  
24 **resolve the matter to contact the Public Service**  
25 **Commission. So, the letter had all the requirements**

1 that it needed on the letter; those two components  
2 were missing. So, we brought that to the  
3 Commission's attention that that was a violation and  
4 put that has a recommendation that that needed to be  
5 fixed.

6 Q Okay, thank you. Was this the first time  
7 an opt-out customer had been disconnected by Ameren  
8 Missouri and filed a formal complaint?

9 A I am unsure if that's the first one, but  
10 it's the first one I was assigned. I would probably  
11 have known if there was another, because I would  
12 have -- our department would probably have had to  
13 work on it. But I cannot say 100 percent for sure.

14 JUDGE CLARK: Do you have any other  
15 questions, Ms. Hurt?

16 MS. HURT: Well, I'm thinking as fast I  
17 can here, Your Honor.

18 JUDGE CLARK: I'm not trying to rush you.  
19 Please, take your time.

20 Q (By Ms. Hurt) Thank you. Does the Staff  
21 make recommendations or rules or policies to  
22 differentiate between fines and -- I don't know  
23 what -- obviously, taxes and different things that  
24 could be identifiable on a customer's bill, for  
25 instance? Is that regulated?

1 JUDGE CLARK: Is there a way you can make  
2 this question more succinct? I'm not sure I  
3 understood it.

4 Q (By Ms. Hurt) Are these fines, et cetera,  
5 outside of taxes, regulated by the Commission?

6 MS. KERR: Objection, asks for a legal  
7 determination. Asking her to make a legal  
8 conclusion.

9 JUDGE CLARK: I don't know that she is.  
10 That's not what -- that's not what I understood  
11 it. I mean, the Commission -- the Commission  
12 regulates rates. I think the question is, does  
13 the Commission also regulate -- you know, would  
14 the Commission also establish the fines and  
15 fees they're allowed to charge; is that the  
16 correct question, Ms. Hurt?

17 MS. HURT: Yes, sir, thank you for  
18 clarifying.

19 JUDGE CLARK: Okay.

20 **THE WITNESS: The Commission does, like,**  
21 **as far as, like, there are late fees, you know,**  
22 **reconnection fees. Is that the type of thing**  
23 **that you're talking about? I mean, obviously**  
24 **the rates; those approved by the Commission.**  
25 **All of the fees have to be included in the**

1           **tariffs that they're allowed to charge. Does**  
2           **that answer your question?**

3           MS. HURT: Yes, it does.

4           Q       (By Ms. Hurt) And does the Commission then  
5 regularly, meaning annually or semiannually or  
6 something like that, reevaluate the fees, fines  
7 reconnect outside of rates? Are those reevaluated  
8 on a regular basis, or are they just addressed  
9 during formal complaints?

10          A       **Typically, a tariff change is done during**  
11 **a rate case to my knowledge. I mean, there are**  
12 **some -- probably some circumstances that a tariff**  
13 **change can be made, but those types of things are**  
14 **usually done inside of a rate case.**

15          Q       Can you repeat the last part of what you  
16 said?

17          A       **Those types of changes are usually done**  
18 **inside of a rate case.**

19          Q       Inside of a rate change?

20          A       **I'm sorry, during a rate case proceeding.**

21          Q       During a rate case -- okay. Thank you for  
22 clarifying for me. I was unsure. Does the  
23 Commission have on its agenda, that you're aware of  
24 as Staff, who does these expert reviews, are you  
25 aware of any upcoming tariff changes that might be

1 reevaluated for fines and fees on any opt-out  
2 customer?

3 MS. KERR: Objection, I think that's  
4 asking for some confidential -- possibly  
5 confidential information.

6 JUDGE CLARK: What's the question again?

7 MS. KERR: I'm --

8 MS. HURT: Okay, I'll repeat. Are there  
9 any upcoming regulations, tariff, fee or fine  
10 changes being scheduled for the public's  
11 benefit in any upcoming hearing or --

12 MS. KERR: I'll withdraw that.

13 **THE WITNESS: Potentially in a rate case,**  
14 **but my department's not involved in anything**  
15 **like that right now. Ameren is in for a rate**  
16 **case currently. That's all I can tell you that**  
17 **I know.**

18 Q (By Ms. Hurt) Does the Commission allow  
19 input from its -- from Ameren customers to have any  
20 input when those fees, fines, are addressed by the  
21 Commission, to your knowledge?

22 **A Well, during each rate case, there's a**  
23 **series of local public hearings that occur with each**  
24 **case, and there's always -- you can file public**  
25 **comments and those go into the case.**

1 Q Well, my point, I guess, to ask you: what  
2 does the Commission do to encourage public comments  
3 today? What do they do today?

4 A Well, they are -- notices are sent out  
5 through every rate case when a company -- a utility  
6 in it for a rate case, and they encourage customers  
7 to attend those local public hearings; and if you  
8 want to testify in those, you're welcome to do so.  
9 If you're not comfortable testifying in person, we  
10 have forms there. You could, you know, make your  
11 comments, and we submit them to the case for the  
12 Commission to review.

13 Q Thank you. How are -- in what way do you  
14 make notices? Is that it done in a newspaper? Is  
15 it done on your web page? Do you do direct mailing?  
16 How do you notify -- what is your method of -- when  
17 you said notices are sent.

18 A Yeah, they're printed in the paper.  
19 Websites, I'm not -- I'm not 100 percent sure where  
20 they all are posted because that is not my  
21 department, I'm sorry, but --

22 Q Okay, okay.

23 A I just don't know about the actual mailing  
24 anymore with everything being so electronic, but I  
25 can find out for you.

1 Q Okay, thank you. I noticed on the  
2 Missouri Utility Commission YouTube channel, that on  
3 a particular hearing that I viewed, I think it was  
4 held in June or July of 2024, that there were 500  
5 views. Do you consider that, or could you comment,  
6 I guess, if you thought 500 views with 1.25 million  
7 customers, approximately, is a good ratio or a good  
8 engagement or that it's effective?

9 A I have no idea. I -- I don't have  
10 anything to do with the YouTube channel or screen  
11 anything that is checking for viewing of that.

12 Q Okay. Well, typically, that -- but you  
13 are aware that there is a Missouri Public Service  
14 Commission website that publishes these hearings,  
15 correct?

16 A Yes.

17 Q Was any notification sent to me by this  
18 Staff that you're aware of, that that was going to  
19 be on a YouTube channel, that my name was going to  
20 be put up there? Is that something you know about  
21 or could help me understand that process that's in  
22 place now?

23 A I'm not -- are you talking about this  
24 particular hearing?

25 Q Well, the fact that the hearings are

1 public knowledge and they're only receiving 500  
2 views, I'm wondering why it's even being done at  
3 this point? I just want to bring it to -- I want --  
4 I wanted your opinion on, if you could --

5 MS. KERR: Objection. I'm going to object  
6 to this line of questioning. Number one, I'm  
7 not sure if she's talking about local public  
8 hearings or rate cases, if she's -- number two,  
9 it's speculative. These hearings -- these  
10 administrative hearings are public hearings, so  
11 they're set on the -- on the, you know,  
12 internet. The line of questioning is getting  
13 relatively past what this hearing is about.

14 JUDGE CLARK: And I --

15 MS. HURT: Well, the reason I do bring  
16 it -- I'm sorry.

17 JUDGE CLARK: Did I hear somebody else  
18 talking?

19 MS. HURT: This was Nancy, but I didn't  
20 hear -- did you object, Ms. Kerr?

21 MS. KERR: Yes.

22 JUDGE CLARK: Ms. Kerr did object. I'm  
23 kind of curious, is this just about the number  
24 of YouTube views?

25 MS. HURT: It's not.



1 JUDGE CLARK: What is it about?

2 MS. HURT: It's about sharing -- again,  
3 about privacy issues that I believe that the  
4 Commission is over -- over -- going overbounds  
5 with this public hearing on YouTube without my  
6 permission. Did I waive my rights to this, or  
7 was I made aware of this by the Commission? Is  
8 that something I overlooked, and I didn't know  
9 and I thought Tammy might know the answer.

10 JUDGE CLARK: You mean in terms of is  
11 today's hearing going to be viewable by others?  
12 Is that the question?

13 MS. HURT: Well, my understanding is it  
14 is.

15 JUDGE CLARK: That's correct.

16 MS. HURT: However --

17 JUDGE CLARK: That's why in the beginning  
18 I talked about confidential information.

19 MS. HURT: I agree. I understand.

20 JUDGE CLARK: And I believe there's a  
21 requirement that the Commission's hearing be  
22 open to the public.

23 MS. HURT: And I think that's a good  
24 thing. My concern -- I thought Tammy might --  
25 how long has this been going on, I guess, that

1 you've had this YouTube channel, because  
2 there's -- this 500-views is not a good return  
3 for 1.25 million customers. I'm concerned that  
4 the public is not made aware of this.

5 JUDGE CLARK: Okay, I'm going to sustain  
6 Ms. Kerr's objection. I don't see this line of  
7 questioning going anywhere related to any  
8 violation by Ameren Missouri.

9 MS. HURT: Well --

10 JUDGE CLARK: If you have other questions  
11 that are not about that, you're welcome to ask  
12 them.

13 MS. HURT: It's a difficult question to  
14 raise. I did the best I could in raising it,  
15 Your Honor. Thank you.

16 JUDGE CLARK: Do you have other questions  
17 you would like to ask Ms. Huber?

18 MS. HURT: At this time, I need to  
19 review a note.

20 Q (By Ms. Hurt) Is -- Tammy -- I'm sorry,  
21 Ms. Huber, are you aware of any variance other than  
22 no actual knock, door knock, to notify customers?  
23 Are there ever any variance ever offered to Ameren  
24 customers, Ameren Missouri customers, that I might  
25 not know about it?

1 JUDGE CLARK: I'm not sure that -- I'm not  
2 sure the questioning on that one, because  
3 Ameren can request a variance from the  
4 Commission. I'm not aware of customer  
5 initiating variances or a customer requesting a  
6 variance. So if you could define further what  
7 you mean by a variance to benefit customers.

8 MS. HURT: Well, I'm just taking notes  
9 when -- since she was speaking, and I wrote  
10 down a variance, no actual door knock.

11 THE WITNESS: If I could explain that a  
12 little better. That was -- Ameren came to the  
13 Commission and asked for a variance from the  
14 Chapter 13 rule is what I was trying to  
15 explain. So they didn't have to roll a truck  
16 to go knock on the door because that was a  
17 requirement of the rule.

18 So we added additional steps safeguard in  
19 place for the AMI customers for them to have to  
20 add an additional phone call to that process  
21 before they disconnected customers.

22 Q (By Ms. Hurt) Okay. Tammy, do you  
23 believe Ameren Missouri provides essential services  
24 to its customers?

25 A Yes, I do.

1           Q       Does the Commission -- does the Commission  
2 have in place any -- one second. How is the  
3 customer who, in my case, where's the power been  
4 disconnected, because I chose not to have an  
5 upgraded meter, how is that going to give me any  
6 faith in upgrading to the new meter, if that penalty  
7 was removed --

8           **A       I'm sorry, I'm not --**

9           JUDGE CLARK: I'm not sure Ms. Huber can  
10 answer -- well, Ms. Huber?

11          MS. HURT: I understand.

12          JUDGE CLARK: Ms. Hurt, do you have other  
13 questions for Ms. Huber while she's testifying?

14          MS. HURT: I'm sorry. I didn't hear  
15 her response to my question regarding essential  
16 services being differentiated between an  
17 opt-out customer and an opt-in customer when an  
18 opt-in customer doesn't have to be paid to have  
19 a new meter installed in their property. It  
20 seems antithetical to me, and I just wanted her  
21 opinion.

22                 **THE WITNESS: I didn't hear a question.**  
23 **I'm sorry. Unless it cut out. I didn't hear a**  
24 **question at all.**

25          Q       (By Ms. Hurt) Okay. Can you hear me okay?

1           **A     I can now.**

2           **Q     Okay. I'll speak slowly. How does an**  
3           **essential services need coincide with a pay per**  
4           **month program versus a nonpay per month program?**  
5           **How does that balance for providing essential**  
6           **services to customers?**

7           **A     I'm not sure I understand what you're**  
8           **asking me exactly. Are you saying how was -- how it**  
9           **is fair or what's the difference between providing**  
10          **essential services, but opt-out versus a nonopt-out?**

11           JUDGE CLARK: Ms. Hurt --

12           MS. HURT: Yes --

13           JUDGE CLARK: -- can I try to clarify your  
14          question, and you can tell me if I'm wrong?

15           MS. HURT: Yes, sir, thank you.

16           JUDGE CLARK: Given that electricity is an  
17          essential service, why does it make sense for  
18          customers who are not having an AMI meter  
19          installed to pay an opt-out fee, while the rest  
20          of Ameren customers who are getting a new meter  
21          don't have to pay an additional fee to receive  
22          that meter? Is that -- is that your question,  
23          Ms. Hurt?

24           MS. HURT: Thank you, Your Honor, yes, it  
25          is.

1           THE WITNESS: Okay. From the best that I  
2 understand, is just the extra cost that I think  
3 that Mr. Herron explained, and I believed, you  
4 know, others have went over that, you know,  
5 there's going to be extra costs involved for  
6 them to roll a truck. The meter might work,  
7 but none of the software, the communication  
8 won't work. It's not just even about getting  
9 the information to Ameren. It's important for  
10 your records to also be recorded, because  
11 that's -- that's a benefit for you if there's  
12 ever a mistake in your usage history.

13           Ameren, you know, provided me all of your  
14 bills from when you first started service, so I  
15 could look through those and make sure there  
16 were no problems. So it's important to have  
17 all that information in there. And I know in  
18 your mind it seems like the AMI customers  
19 should be the ones paying and not the people  
20 with the meter that isn't as fancy or  
21 expensive, but there are benefits to having  
22 that kind of meter, and I can't explain all of  
23 the ins and outs of the meters, but that's,  
24 from my understanding, why those customers are  
25 having to pay.

1 Q (By Ms. Hurt) Okay. And every month, do  
2 you think it's a fair amount, the \$40 per month  
3 additional fee, to be placed on a customer who is  
4 fully capable of taking a meter reading and looking  
5 at it and taking a photo for validation purposes, so  
6 it takes in the meter number and the usage amount  
7 from month to month?

8 MS. KERR: I'm going to object --

9 MS. HURT: And still has to pay the \$40 a  
10 month?

11 JUDGE CLARK: You had an objection,  
12 Ms. Kerr?

13 MS. KERR: Yes, objection, speculation.  
14 And it's not her job to decide whether -- she's  
15 asking for her opinion.

16 JUDGE CLARK: Yes, I gathered that, and I  
17 can understand it. Ms. Hurt, why does it  
18 matter why Ms. Huber -- whether Ms. Huber  
19 thinks it's fair or not if it's something that  
20 was decided by the Commission?

21 MS. HURT: Well --

22 MS. KERR: Then I add irrelevance.

23 MS. HURT: I'm trying to validate my  
24 situation here by saying, I made that offer  
25 verbally to the first technician that came to

1 my home. I said I'll take the meter reading.  
2 You don't have to make a trip out here. I  
3 understand that.

4 JUDGE CLARK: I remember. That was part  
5 of your testimony today.

6 MS. HURT: It was, and I'm still capable  
7 and willing and able to do that. And if I'm  
8 not, I'll find someone who can, a neighbor.  
9 The idea of this is that even if I were to take  
10 the meter reading, which is done in multiple  
11 rural areas around the country, I'm hearing  
12 that a limit of three months -- I'm sorry, that  
13 was Tammy's testimony, that it was a  
14 three-month time period, correct me if I'm  
15 wrong, would be the only allowed amount of  
16 time. And I'm avoiding any settlement  
17 questions, but I'm concerned why it can't be  
18 agreed upon? I will write something in  
19 agreement I'm capable of doing this, and I will  
20 do this, and I have the capabilities to  
21 function --

22 JUDGE CLARK: I think you're conflicted  
23 two witnesses' testimony in this regard.

24 MS. HURT: Okay.

25 JUDGE CLARK: The technician from Ameren,



1 John, I can't remember his last name right  
2 off -- Curran? He had indicated if they  
3 couldn't take a reading, then they would  
4 estimate it, but they can only estimate for  
5 three months. That was my understanding. That  
6 I do not know. I do not know the answer as to  
7 whether if someone took their own reading, if  
8 that would count as an estimated reading. So I  
9 don't know the answer to that, but I think that  
10 you're putting those two together. I'm not  
11 saying that they couldn't go together, but I'm  
12 sure that they do that.

13 MS. HURT: Well, I do know that it is  
14 allowed in Chapter 13 to be able to take your  
15 own meter reading. I was not aware that it was  
16 for a three-month long period until this came  
17 up; but since I have never personally  
18 questioned of Ameren, my meter reading, giving  
19 them, you know -- I've had faith in them that  
20 they are going to do that correctly, but then  
21 they wanted to delineate the fact that if I  
22 were to take a photo of my meter, my actual  
23 meter with the meter number on it, and the  
24 meter reading on it, that's clearly readable,  
25 that I couldn't do it for longer than three

1 months. Someone's not capable --

2 JUDGE CLARK: Okay --

3 MS. HURT: I'm talking about

4 private-property ownership here, and this is --

5 it's a difficult thing for me to --

6 JUDGE CLARK: I understand what you're

7 doing, but what you're doing right now is

8 testifying. And you've --

9 MS. HURT: Yes.

10 JUDGE CLARK: -- had opportunity to

11 testify. If you have questions for Ms. Huber,

12 I'm happy to let you ask those questions.

13 Q (By Ms. Hurt) All right. Let me go back

14 to my question that I wrote. And I bring it up

15 because she brought up the disconnect process of

16 this Chapter 13. So, Tammy, are you aware, after

17 reviewing my meter billings, my billing from Ameren

18 since September -- October, I guess it would have

19 been of 2020, has there been any estimated meter

20 readings or any that designated that or any failure

21 on my meter?

22 A I do not recall any estimated reads, but I

23 do not remember right off the top of my head. You

24 know, I do remember you were always a good paying

25 customer. I know your account balance was in good

1 **standing.**

2 MS. HURT: Thank you. No further  
3 questions, Your Honor.

4 JUDGE CLARK: Any Cross-examination  
5 from Ameren Missouri?

6 MS. HERNANDEZ: No questions, thank you.

7 JUDGE CLARK: Any Commission questions for  
8 this witness? I hear none.

9 QUESTIONS

10 BY JUDGE CLARK:

11 Q I've got just a very few questions, and  
12 I'll try and keep them brief. For the purposes of  
13 determining -- determining whether Ameren has  
14 committed a violation, as was described in Staff's  
15 report, does it matter whether or not Ms. Hurt  
16 speaks Spanish, in regards to whether there's a  
17 Spanish notice on her bill?

18 A I mean, whether it was actually a  
19 violation?

20 Q I mean -- let me clarify the question, I  
21 didn't ask it well.

22 A Okay.

23 Q It's a violation for Ameren to not have a  
24 Spanish-language notice at the bottom whether or not  
25 Ms. Hurt speaks Spanish, correct?

1           **A     Correct. That -- that -- that's kind of**  
2           **just a sentence that has to be included in every**  
3           **letter according to that -- I think that one is**  
4           **130351(C)(2). I think that's one either D or E. D,**  
5           **I believe.**

6           Q     And give me just a second. Ms. Hurt, did  
7           not allege -- it was not one of her allegations  
8           that Ameren had violated -- had committed a  
9           violation by failing to have the Spanish language on  
10          her notice; is that correct?

11          **A     No, it was not. That's correct.**

12          Q     But you looked into that anyway, correct?

13          **A     That's correct.**

14          Q     Would it be fair to say that in examining  
15          this case, you were looking for anything Ameren  
16          Missouri might have done that would have violated  
17          its tariff, the Commission's rules, a Commission  
18          order or a law of which you're aware?

19          **A     Absolutely.**

20          Q     Now, in regard to the door knock, and  
21          forgive me, I'm just not as familiar with the rules,  
22          now, the door knock provision, they knocked on the  
23          door on the day they were disconnecting, correct?

24          **A     That's correct.**

25          Q     So when they were no longer going out

1 physically to disconnect, it wouldn't really make  
2 sense for them to go out and knock on the door; is  
3 that correct?

4 **A If they --**

5 Q Is that correct?

6 **A Because they -- yeah, because they can do**  
7 **it with a switch with the AMI meters.**

8 Q And you heard Ms. Hurt ask about, well,  
9 people go on vacation; people are away; people get  
10 sick and things like that. Why does the Commission  
11 require multiple notices?

12 **A To make sure that customers are, you know,**  
13 **made aware that their service is about to be**  
14 **disconnected. There's multiple timeframes in there**  
15 **a 10-day notice, a 30-day notice, 10 days, you know,**  
16 **96, 24. There's several different -- between the**  
17 **050 is the discontinuance of service, and then 035**  
18 **is the denial of service, so there's a little**  
19 **different requirements in each one.**

20 Q Would it be fair to say that since Ameren  
21 is not going at -- it would not be -- it would not  
22 be going out to knock on the door that Staff wanted  
23 to see one or more notices of another kind to  
24 replace that door knock notice?

25 **A I'm sorry, can you repeat that?**

1 JUDGE CLARK: Yeah, that was not well  
2 worded, I apologize. I'm going to withdraw  
3 that question. Any Recross based upon my  
4 questions, Public Counsel?

5 MS. VAN GERPEN: No, thank you, Your  
6 Honor.

7 JUDGE CLARK: Ms. Hurt, do you have any  
8 questions for Ms. Huber based on the questions  
9 I just asked her?

10 MS. HURT: Well, I do have a question.

11 RECROSS-EXAMINATION

12 BY MS. HURT:

13 Q I believe you asked Ms. Huber if she  
14 determined if there was a violation found; and she  
15 stated earlier that she's not an attorney; and it's  
16 her testimony here; and she would have to defer to  
17 any attorneys on Staff; is that correct? For  
18 any actual violations or legalities. I need that --  
19 I need that differentiation here.

20 JUDGE CLARK: Can you explain, Ms. Huber?

21 **THE WITNESS: I don't -- I don't recall**  
22 **that -- I don't recall when I said that I was**  
23 **not an attorney, but the Commission ultimately**  
24 **makes the decision, you know, whether it was a**  
25 **violation or not. I just made recommendations**

1     **that this is my findings and then these Staff**  
2     **reports, and then it's the Commission's**  
3     **ultimate decision.**

4           MS. HURT: Thank you, that's all.

5           JUDGE CLARK: Any Recross based upon my  
6     questions from Ameren Missouri?

7           MS. HERNANDEZ: None, thank you.

8           JUDGE CLARK: Any Redistrict from Staff.

9           MS. KERR: No, thank you.

10          JUDGE CLARK: Thank you for your  
11     testimony, Ms. Huber, you may step down. Does  
12     Staff have any more witnesses?

13          MS. KERR: No, thank you.

14          JUDGE CLARK: How about Public Counsel?  
15     Did you have any witness you wanted to call?

16          MS. VANGERPEN: No, thank you, Your Honor.

17          JUDGE CLARK: Okay, I believe -- I believe  
18     that concludes the testimonial part of the  
19     hearing. Before I adjourn this hearing, I'm  
20     going to ask a few questions.

21                 (Off-the-record discussion.)

22          JUDGE CLARK: Okay, thank you very much,  
23     Mr. Wallis. The Commission does not usually do  
24     closing statements. That's not something that  
25     we do. What we usually do is if parties wish

1 to provide additional argument to the  
2 Commission, we allow them to file briefs, which  
3 is sort of a written-out version of what their  
4 argument is. And I'm saying that, Ms. Hurt,  
5 for your benefit before I ask anybody: is there  
6 any party that wanted to do briefs? Ameren  
7 Missouri?

8 MS. HERNANDEZ: I don't know that I  
9 anticipate filing one, but I'm not opposed to  
10 doing such.

11 JUDGE CLARK: Okay, not opposed. Staff?

12 MS. KERR: Same. I don't have any desire  
13 to, but I will if you want me to.

14 JUDGE CLARK: Public Counsel?

15 MS. VANGERPEN: Your Honor, we would  
16 reserve the right to file a brief if you  
17 ordered them, but, at this time, we weren't  
18 intending to file one, no.

19 JUDGE CLARK: Okay. Ms. Hurt, do you want  
20 to file a brief with the Commission?

21 MS. HURT: Thank you, Judge. I would  
22 reserve the right as well to prepare one at --

23 JUDGE CLARK: Well, I wasn't planning on  
24 arguing them, so if nobody says affirmatively,  
25 I want to file a brief, then I'm probably not



1 going to argue them -- I'm probably going to  
2 order them.

3 MS. HURT: Okay.

4 JUDGE CLARK: What I can do, is I can set  
5 a date for briefs to be due and make those  
6 optional and that way you can have an  
7 opportunity to think about it. Would you like  
8 to do that?

9 MS. HURT: Yes, sir, I would.

10 JUDGE CLARK: Then you decide you want to  
11 file a brief, which is, like I said, briefs are  
12 not -- much like opening statements, briefs are  
13 not evidence. They tend to use the evidence to  
14 explain the argument to the Commission. So,  
15 the brief would basically be your -- your  
16 argument to the Commission in addition to the  
17 argument you made in opening statement. So  
18 given those are going to be here on the 30th,  
19 if I set -- if I set a due date for briefs, for  
20 optional briefs, of September the 13th, would  
21 that give you enough time, Ms. Hurt? Given the  
22 transcript of this hearing will be available on  
23 the 30th or thereabouts. We have had some  
24 difficulty sometimes getting them exactly on  
25 the day.

1 MS. HURT: I can be prepared by September  
2 13th with or without the transcript, thank you.

3 JUDGE CLARK: Okay. I'm going to make  
4 briefs optional. Any party that wishes to file  
5 a brief, and I'm only doing one round of  
6 briefs, I'm not doing responsive briefs; any  
7 party that wishes to file a brief must file  
8 them by September 13th. I will issue an order  
9 codifying that so that everybody can reference  
10 that. Are there any other matters that need to  
11 be addressed by the Commissioned today before  
12 we adjourn this hearing?

13 MS. KERR: I don't think so.

14 JUDGE CLARK: I hear none. I would like  
15 to thank everybody for your time and patience  
16 today. I appreciate everybody's testimony, and  
17 I will adjourn this hearing.

18 MS. KERR: Thank you.

19 JUDGE CLARK: We'll go off the record.

20 (The hearing concluded at 5:03 p.m.)  
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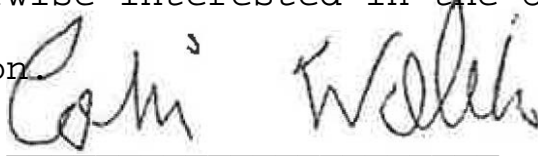
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(Original exhibits retained by the Public Service  
Commission.)

1 I, Colin Wallis, in and for the State of  
2 Missouri do hereby certify that the witness  
3 whose testimony appears in the foregoing  
4 Examination Under Oath was duly sworn by me;  
5 that the testimony of the said witness was  
6 taken by me to the best of my ability and  
7 thereafter reduced to typewriting under my  
8 direction; that I am neither counsel for,  
9 related to, nor employed by any of the parties  
10 to the action in which this examination was  
11 taken, and further that I am not relative or  
12 employee of any attorney or counsel employed by  
13 the parties thereto, nor financially or  
14 otherwise interested in the outcome of the  
15 action.

  
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17 within and for the State of Missouri  
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