

**Exhibit No.:** \_\_\_\_\_  
**Issue(s):** Rush Island Clean Air Act Remediation  
Costs/Forced Arbitration/Property Manager Portal/  
Lawsuits/AMI Opt-Out/Public Service  
Announcements/Income Eligible Programs  
**Witness/Type of Exhibit:** Marke/Direct  
**Sponsoring Party:** Public Counsel  
**Case No.:** ER-2024-0319

**DIRECT TESTIMONY**

**OF**

**GEOFF MARKE**

Submitted on Behalf of the Office of the Public Counsel

**UNION ELECTRIC COMPANY  
D/B/A AMEREN MISSOURI**

CASE NO. ER-2024-0319

\*\* \_\_\_\_\_ \*\*  
Denotes Confidential Information that has been redacted.

The information that is redacted in Public Counsel witness Dr. Geoff Marke's direct testimony is redacted because it relates to and seeks to protect customer-specific information. Rule 20 CSR 4240-2.135(2)(A)1.

December 3, 2024

**PUBLIC**

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**UNION ELECTRIC COMPANY**  
**D/B/A AMEREN MISSOURI**  
**CASE NO. ER-2024-0319**

1 **I. INTRODUCTION**

2 **Q. Please state your name, title and business address.**

3 A. Geoff Marke, PhD, Chief Economist, Office of the Public Counsel (OPC or Public Counsel),  
4 P.O. Box 2230, Jefferson City, Missouri 65102.

5 **Q. What are your qualifications and experience?**

6 A. I have been in my present position with OPC since 2014 where I am responsible for economic  
7 analysis and policy research in electric, gas, water, and sewer utility operations.

8 **Q. Have you testified previously before the Missouri Public Service Commission?**

9 A. Yes. A listing of the Commission cases in which I have previously filed testimony and/or  
10 comments is attached in Schedule GM-1.

11 **Q. What is the purpose of your direct testimony?**

12 A. The purpose of my direct testimony is as follows:

- 13 • To make the Commission and the public at large aware of potential cost recovery  
14 concerns surrounding the recently proposed Rush Island remediation settlement;
- 15 • To provide context and potential disallowances for three separate but  
16 interdependent issues surrounding liability and privacy including:
  - 17 ○ The use of a forced arbitration clause as a requirement for use of Ameren  
18 Missouri's website;
  - 19 ○ Privacy and liability concerns associated with the Company's Property  
20 Manager Portal; and

- 1                   ○ Cost recovery associated with specific litigation around customer  
2                   information.
- 3                   • Recommend that the Company modify its advanced metering infrastructure  
4                   (“AMI”) opt-out charges amounts and to allow for monthly self-reporting of energy  
5                   usage.
- 6                   • Recommend that Ameren Missouri adopt a public service announcement (“PSA”) educational  
7                   campaign that articulates and emphasizes “why” the Company is  
8                   offering Time-of-Use (“TOU”) rates in a straightforward, simple manner with  
9                   input from stakeholders; and,
- 10                  • Provide my recommendations regarding Ameren Missouri’s income-eligible  
11                  programs.

12                  My silence regarding any issue should not be construed as an endorsement of, agreement  
13                  with, or consent to any other party’s filed position.

14   **II. RUSH ISLAND REMEDIATION PENALTY**

15   **Q. Has a remediation settlement been entered into by parties to the Rush Island Clean Air**  
16   **Act violation case in the United States District Court for the Eastern District of Missouri**  
17   **(the “Eastern District”)?**

18   A. Preliminarily, yes. Ameren Missouri, the United States Department of Justice, and the Sierra  
19   Club publicly announced on November 6, 2024, that Ameren Missouri has agreed to pay  
20   \$61 million to compensate the region for illegal pollution emitted from the now-shuttered  
21   Rush Island Power Plant in Festus, Missouri.

22   **Q. What will that money be used for?**

23   A. The \$61 million is split between two funding streams:

24                  1. \$25 million has been allocated for High Efficiency Particle Air (“HEPA”) purifiers,  
25                  and

1           2. \$36 million has been allocated to electric buses and accompanying charging  
2           infrastructure.

3           According to the press release from the Sierra Club:

4           The HEPA program will offer a \$200 voucher for up to 125,000 residential  
5           customers to acquire a High Efficiency Particulate Air (HEPA) purifier device from  
6           a qualified vendor. Following a pilot period to work out any implementation issues,  
7           distribution will prioritize census tracts with the lowest median income and move  
8           the income scale up until at least 125,000 offers have been tendered.

9           The electric school bus program aims to put 80 zero-emissions, all-electric buses  
10          into service along with one charging station, with no fewer than two charging ports,  
11          per electric bus. Accepting a new bus is conditional on decommissioning, selling, or  
12          donating an existing diesel bus per the terms of agreement. Buses that are a model-  
13          year 2010 or older must be scrapped or rendered inoperable, whereas buses with a  
14          model-year 2011 or newer can be scrapped, sold, or donated. A school district that  
15          does not own or control a diesel bus will not be required to decommission a bus in  
16          order to participate in the program.<sup>1</sup>

17          If the allotted funds are not spent down by the end of 2026, the balance will transfer into a  
18          weatherization and energy efficiency project fund.

19       **Q. Do you have any concerns over this settlement?**

20       A. Yes. My primary concern rests on whether or not Ameren Missouri or its customers will  
21       be charged with covering the costs of Ameren Missouri's malfeasance.

22          I have a secondary concern over the logic of reaching a remediation agreement that places  
23          additional costs on captive customers, in the form of actions that will increase load growth

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<sup>1</sup> Smith, E. (2024) Compensation Settlement Reached on Ameren Missouri's Illegal Air Pollution at Rush Island. Sierra Club. <https://www.sierraclub.org/press-releases/2024/11/compensation-settlement-reached-ameren-missouri-s-illegal-air-pollution-rush>

1 at a moment in time when Ameren Missouri is short on capacity. The “punishment” will  
2 effectively reward Ameren Missouri with greater revenues and capital investment  
3 opportunities.

4 The clear winner in such an outcome would be Ameren Missouri.

5 **Q. Have you inquired as to whether or not Ameren Missouri plans to seek cost recovery**  
6 **in true-up from the settlement in this case?**

7 A. OPC DR-2043 asked that (and other questions) and received the following response:

8 Subject to the Company’s objection, no mitigation costs are or will be reflected in  
9 the revenue requirement in this case.<sup>2</sup>

10 **Q. Has Ameren Missouri indicated whether they will seek recovery of these remediation**  
11 **costs in a future proceeding?**

12 A. No, I asked that question as part of OPC DR-2043 and Ameren Missouri has not responded.<sup>3</sup>

13 **Q. Has the federal court (Eastern District of Missouri) ruled on the settlement?**

14 A. No. According to the Sierra Club’s press release, “[t]he notice of settlement will be  
15 published in the Federal Register. . . , followed by a 30-day public comment period, after  
16 which the Department of Justice will evaluate any comments and determine whether to  
17 move for entry of the settlement.”<sup>4</sup> It is my understanding that the settlement was filed in  
18 the Federal Register on November 13, 2024.<sup>5</sup>

19 **Q. Why include this information in your direct testimony in this rate case?**

20 A. I am including it primarily as placeholder testimony so that the public can be aware that  
21 Ameren Missouri has been silent on whether or not it will request captive customers pay

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<sup>2</sup> See GM-2.

<sup>3</sup> *Ibid.*

<sup>4</sup> Smith, E. (2024) Compensation Settlement Reached on Ameren Missouri’s Illegal Air Pollution at Rush Island. Sierra Club. <https://www.sierraclub.org/press-releases/2024/11/compensation-settlement-reached-ameren-missouri-s-illegal-air-pollution-rush>.

<sup>5</sup> Notice of Lodging of Proposed Stipulate Order Under the Clean Air Act, 89 Fed. Reg. 89,657 (Nov. 13,2024); <https://www.govinfo.gov/content/pkg/FR-2024-11-13/pdf/2024-26254.pdf>.

1 \$61 million in remediation costs for its federal crime (assuming the proposed settlement is  
2 approved) in future cases. I am also filing this testimony to provide Ameren Missouri an  
3 opportunity to assuage our concerns and rise to the occasion by confirming that they will  
4 not seek ratepayer recovery in this or any future proceeding.

5 **Q. Is the federal court the ultimate arbitrator on whether or not mitigation costs can be**  
6 **recovered from ratepayers?**

7 A. No. That would be the Missouri Public Service Commission.

## 8 **II. LIABILITY AND PRIVACY**

### 9 **Ameren Missouri’s Forced Arbitration Clause**

10 **Q. What is arbitration?**

11 A. According to the National Association of Consumer Advocates (“NACA”):

12 Arbitration is an alternative method of resolving legal disputes in which two parties  
13 present their individual sides of a complaint to an arbitrator or panel of arbitrators.

14 The arbitrator decides the rules, weighs the facts and arguments of both parties, and  
15 then decides the dispute. Arbitration may be voluntary or mandatory.<sup>6</sup>

16 **Q. What makes arbitration “forced” (or mandatory)?**

17 A. According to NACA:

18 In forced arbitration, a company requires a consumer or employee to submit any  
19 dispute that may arise to binding arbitration as a condition of employment or buying  
20 a product or service. The employee or consumer is required to waive their right to  
21 sue, to participate in a class action lawsuit, or to appeal. Forced arbitration is  
22 mandatory, the arbitrator’s decision is binding, and the results are not public.<sup>7</sup>

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<sup>6</sup> <https://www.consumeradvocates.org/for-consumers/arbitration/>

<sup>7</sup> *Ibid.*

1 **Q. Have there been any recent high profile forced arbitration cases that you can highlight**  
2 **for illustrative purposes?**

3 A. Yes. Here are three examples:

4 Earlier this year a wrongful death lawsuit was put forward by the husband of a woman who  
5 died in 2023 from an allergic reaction after eating at a Disney Spring shopping complex.  
6 Disney responded by arguing that the couple had agreed to arbitration clauses when they signed  
7 up for a Disney+ streaming trial in 2019, as well as when they used a Disney Parks website to  
8 purchase future tickets (unrelated to the dining experience).<sup>8</sup> According to Disney, this  
9 provision in the customer’s Disney+ trial subscription meant the couple had waived their right  
10 to take Disney to court for any alleged wrongdoing.<sup>9</sup>

11 As another example, in 2020, Andrew Peterson’s friend booked a house using an Airbnb  
12 software platform. Mr. Peterson, who was not listed as a guest at the house or involved in the  
13 transaction, attended a party there and sustained an injury when a railing on an elevated porch  
14 gave way that necessitated the amputation of one of his legs below the knee. Mr. Peterson sued  
15 Airbnb and others, but Airbnb moved to compel arbitration on the grounds that Mr. Peterson  
16 had agreed to Airbnb’s terms of service (“TOS”), which contained a forced arbitration  
17 provision, years earlier (2017) when he created an Airbnb account, even though Mr. Peterson  
18 was not involved in the transaction over the property in question.<sup>10</sup>

19 As a third example, in 2017, Diana Mey sued DIRECTV for violating the Telephone Consumer  
20 Protection Act (“TCPA”) by calling her cell phone to advertise DIRECTV products and

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<sup>8</sup> The widower believed he had only signed up for a month-long free streaming trial, which he had cancelled before he was charged. Additionally, the purchased Disney tickets were never used, because the woman died two days before the planned Epcot visit. See Sneed, T. (2024) Disney’s not alone in saying your clicks means you can’t sue. *CNN Politics*. <https://www.cnn.com/2024/08/16/politics/arbitration-signing-away-rights-disney-plus-wrongful-death-lawsuit/index.html>

<sup>9</sup> Masunaga S. (2024) Disney says man can’t sue for wrongful death, cites Disney+, parks tickets arbitration clauses. *Los Angeles Times* reprinted and cited in *Yahoo!news*. <https://www.yahoo.com/news/disney-says-man-cant-sue-190047088.html>

<sup>10</sup> Brennan, R. (2023) Airbnb’s arbitration agreement doesn’t apply to guest who didn’t rent property, holds Illinois court. *Law.Com* <https://www.law.com/2023/09/26/airbnbs-arbitration-agreement-doesnt-apply-to-guest-who-didnt-rent-property-holds-illinois-court/?slreturn=20241201152101>

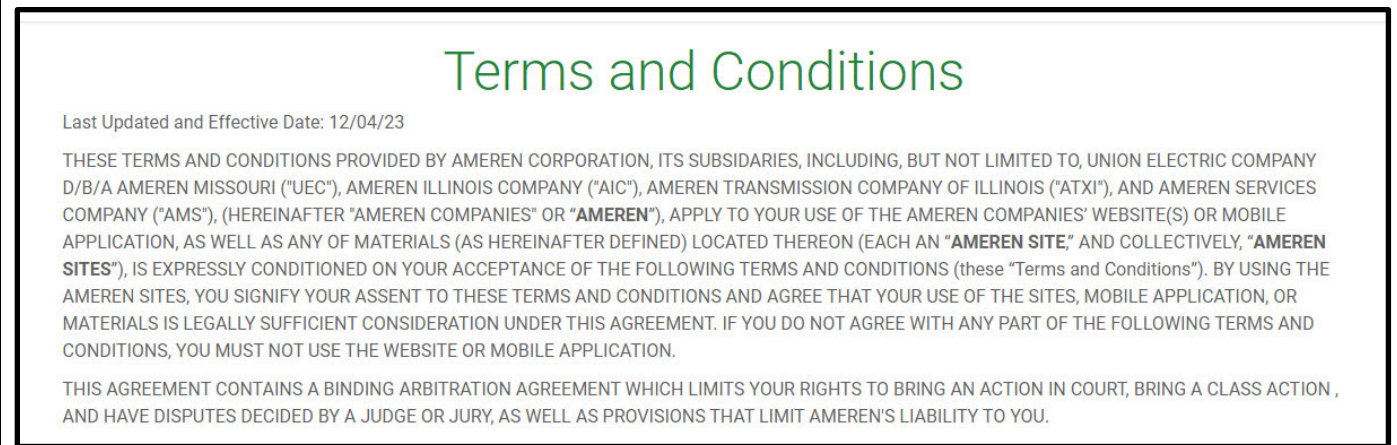


1 services even though Mrs. Mey had placed her cell number on the National Do Not Call  
2 Registry. DIRECTV moved to compel arbitration based on a past TOS agreement that Mrs.  
3 Mey had entered into with her cell phone provider, AT&T. DIRECTV did not contend that  
4 Mrs. Mey was ever a DIRECTV customer or privy to any contract with DIRECTV, instead the  
5 Company argued Mrs. Mey's TOS agreement with AT&T (who had not acquired DIRECTV  
6 when the contract was entered into) meant that Mey could only utilize arbitration to seek  
7 relief.<sup>11</sup>

8 **Q. Does Ameren Missouri impose a forced arbitration provision for any of its operations?**

9 A. Yes, for the use of its website and mobile application, at least. A forced arbitration clause is  
10 embedded in the Company's TOS policy listed on its website and seen in Figure 1 and then  
11 reprinted with emphasis for visual clarity.

12 Figure 1: Ameren Missouri's Terms and Conditions for use of its Website<sup>12</sup>



13 <sup>11</sup> The Fourth Circuit Court of Appeals Judge Pamela Harris posited the following hypothetical to DIRECTV's counsel: An AT&T customer who ended a one-year relationship with AT&T years earlier decides it wants to sue CNN, who in her hypothetical becomes a future affiliate of AT&T, for defamation. Has this customer waived her right to sue CNN for defamation? Counsel says yes and Judge Harris responds that she finds it "hard to believe that anyone signing this agreement would have understood it to mean that." Ramseur, K. (2020) "Mey V. DIRECTV, LLC-The Fourth Circuit Broadens the scope of the FAA to "infinite" arbitration clauses." *Wyrick Robbins Insights*. <https://www.wyrick.com/news-insights/mey-v-directv-llc-the-fourth-circuit-broadens-the-scope-of-the-faa-to-infinite-arbitration-clauses>

A recording of that dialogue may be found here: <https://www.courtlistener.com/audio/68230/diana-mey-v-directv-llc/>

<sup>12</sup> Ameren Missouri (2023) Terms and Conditions. <https://www.ameren.com/terms-and-conditions> GM-3.

1 **Terms and Conditions**

2 **Last Updated and Effective Date: 12/04/23**

3 These terms and conditions provided by Ameren Corporation, its subsidiaries,  
4 including, but not limited to, Union Electric Company d/b/a Ameren Missouri  
5 (“UEC”), Ameren Illinois Company (“AIC”), Ameren Transmission Company of  
6 Illinois (“ATXI”), and Ameren Services Company (“AMS”), (hereinafter “Ameren  
7 Companies” or “Ameren”), apply to your use of the Ameren Companies’ website(s) or  
8 mobile application, as well as any of the materials (as hereinafter defined) located  
9 thereon (each an “Ameren Site,” and collectively, “Ameren Sites”), is expressly  
10 conditioned on your acceptance of the following terms and conditions (these “Terms  
11 and Conditions”). By using the Ameren sites, you signify your assent to these terms  
12 and conditions and agree that your use of the site, mobile application, or materials is  
13 legally sufficient consideration under this agreement. If you do not agree with any part  
14 of the following terms and conditions, you must not use the website or mobile  
15 application.

16 **This agreement contains a binding arbitration agreement which limits your rights**  
17 **to bring an action in court, bring a class action, and have disputes decided by a**  
18 **judge or jury, as well as provision that limit Ameren’s liability to you.** (emphasis  
19 added)<sup>13</sup>

20 **Q. What is included in the arbitration provision of Ameren Missouri’s TOS?**

21 A. The TOS includes a section entitled “Disputes, Arbitration, and Class Action Waiver.” It  
22 includes general conditions that require an individual to utilize arbitration in most  
23 circumstances, waives the ability to engage in a class action lawsuit, and identifies many of the  
24 provisions governing any arbitration that may take place, including the substantive law to apply  
25 and how confidentiality will be maintained. Specifically, the arbitration provision states

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<sup>13</sup> *Ibid.*

1            *Any dispute, claim or controversy, including those known or unknown that may be later*  
2            *discovered, arising out of or relating to this Agreement, other agreements on the Site,*  
3            *or Ameren's [Privacy Policy](#), or the breach, termination, enforcement, interpretation,*  
4            *or validity thereof, including the determination of the scope or applicability of this*  
5            *agreement to arbitrate, shall only be brought in arbitration or submitted to small claims*  
6            *court and either determined by binding arbitration in St. Louis Missouri before one*  
7            *arbitrator or a panel of arbitrators if mutually agreed or submitted to small claims court*  
8            *in St. Louis County. If the arbitrator finds this location to be unreasonably burdensome*  
9            *to you, a new location may be selected or arbitration may be conducted over the phone,*  
10           *using video conferencing, or similar technologies. You may be entitled to an in-person*  
11           *hearing near your place of residence. Judgment on the award may be entered in any*  
12           *court having jurisdiction. This clause shall not preclude parties from seeking*  
13           *provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any*  
14           *arbitration arising out of or related to this Agreement shall be conducted in accordance*  
15           *with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules*  
16           *and Procedures as those Rules exist on the effective date of this Agreement, including*  
17           *Rules 16.1 and 16.2 of those Rules. For the avoidance of doubt, binding arbitration or*  
18           *small claims court are the only venues in which to resolve disputes between you and*  
19           *Ameren other than disputes alleging misuse of IP rights or where injunctive relief is*  
20           *properly sought, in which case such claims may be brought in court. (emphasis added).*

21           It also limits the types of damages that a person may seek, saying

22           **In any arbitration arising out of or related to this Agreement, the arbitrator is not**  
23           **empowered to award punitive or exemplary damages, except where permitted by**  
24           **statute, and the parties waive any right to recover any such damages.** In any  
25           arbitration arising out of or related to this Agreement, the arbitrator may not award any

1 incidental, indirect or consequential damages, including damages for lost  
2 profits. (emphasis in original).<sup>14</sup>

3 **Q. Did the Company seek Commission approval for this language?**

4 A. No, it did not.

5 OPC DR-2008 asked and received the following response:

6 Referencing the arbitration clause identified in OPC DR-2007, did Ameren Missouri  
7 seek Missouri Public Service Commission approval to include or enforce this  
8 arbitration provision? If yes, please provide said order. If no, please provide a narrative  
9 explanation why not.

10 Response:

11 No. Ameren Missouri did not believe it was required to obtain Commission approval.<sup>15</sup>

12 **Q. Do you believe Ameren Missouri needed to seek permission from the Commission to**  
13 **apply a forced arbitration provision for use of its website?**

14 A. I do. RSMo 393.140(11) states that the Commission shall:

15 Have power to require every gas corporation, electrical corporation, water corporation,  
16 and sewer corporation to file with the commission and to print and keep open to public  
17 inspection schedules showing all rates and charges made, established or enforced or to  
18 be charged or enforced, **all forms of contract or agreement and all rules**  
19 **and regulations relating to rates, charges or service used or to be used,**  
20 and all general privileges and facilities granted or allowed by such gas corporation,  
21 electrical corporation, water corporation, or sewer corporation; but this subdivision  
22 shall not apply to state, municipal or federal contracts.<sup>16</sup> (emphasis added)

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<sup>14</sup> *Ibid.*

<sup>15</sup> See GM-4.

<sup>16</sup> Revised Statutes of Missouri, RSMo Section 393.715.

<https://revisor.mo.gov/main/OneSection.aspx?section=393.715&bid=22139&hl=%20to%20393.%u2044393.700&hlr=y>

1 **Q. Does Ameren Missouri’s response to OPC DR 2008 concern you?**

2 A. Yes. Though I am not an attorney, my plain reading of §393.140(11) RSMo. is that Ameren  
3 Missouri is required to file tariff sheets and/or seek Commission approval for all contracts or  
4 agreements and all rules and regulations related to providing safe and adequate service.

5 **Q. Does Ameren Missouri incentivize its customers to use its website, even though to do so**  
6 **they must agree to the forced arbitration clause?**

7 A. Yes. In Case No. ER-2019-0335 then, Senior Vice President of Customer and Power  
8 Operations, and now, present-day President of Ameren Missouri Mark C. Birk filed direct  
9 testimony requesting that Ameren Missouri be allowed to give a one-time \$6 bill credit to  
10 customers who switch to electronic or “paperless” billing.<sup>17</sup> Parties, including the Office of  
11 Public Counsel, agreed with Mr. Birk and entered into a nonunanimous stipulation and  
12 agreement that the Commission approved.

13 Ameren Missouri has actively and consistently promoted the use of its website and continues  
14 to do so today as evident from the concerns expressed in OPC witness Lena Mantle’s direct  
15 testimony in this case.

16 **Q. Do Ameren Missouri’s customers pay for Ameren Missouri’s website through their rates**  
17 **for service?**

18 A. Yes. Ameren Missouri’s website has historically been treated as a necessary asset to provide  
19 service in today’s digital world. Ameren Missouri’s captive customers have paid (and will  
20 continue to pay) and Ameren Missouri profits from the existence of the Company’s website as  
21 an investment in rate base. In fact, the functionality of the website is a key component to  
22 Ameren Missouri’s billing and operations.

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<sup>17</sup> Case No. ER-2019-0335 Direct Testimony of Mark C. Birk p. 1-5. GM-5.

1 **Q. So, to be clear, Ameren Missouri’s customers pay for its website and Ameren Missouri**  
2 **incentives its customers to use that website, but, in order for customers to use that website**  
3 **they have to agree to give up legal rights, including the right to sue in court?**

4 A. Yes.

5 **Q. Does this raise any concerns?**

6 A. Yes. Unlike Disney, Airbnb, or DIRECTV, Ameren Missouri is a natural monopoly with  
7 captive customers. In a competitive market, if an individual does not want to be subject to a  
8 forced arbitration provision as a condition of service, he or she can choose another provider.  
9 Not so with a natural monopoly. There is nowhere else to go for Ameren Missouri’s customers.  
10 In this instance, customers’ only option to avoid the forced arbitration provision is to forgo  
11 using Ameren Missouri’s website and electronic billing, which they are helping to pay for. In  
12 doing so, they give up the ability to see information about their account and to make changes  
13 in real time. In today’s digitally connected world, this is a high price to pay.

14 I do not believe most Ameren Missouri customers realize they have relinquished important  
15 legal rights, including the right to take Ameren Missouri to court for wrongdoing by merely  
16 being on the Company’s website (which is apparently all that is needed for consent) and that  
17 such a clause shall survive indefinitely.

18 **Q. What is your recommendation to the Commission regarding the forced arbitration**  
19 **provision?**

20 A. A regulated natural monopoly should not be allowed to unilaterally remove disputes regarding  
21 a part of its service from Commission jurisdiction simply because a customer chooses to utilize  
22 the company’s website. However, that is exactly what Ameren has done with its forced  
23 arbitration provision. Ameren Missouri’s customers also should not be required to pay through  
24 tariffed rates costs that are not related to its service. In other words, if Ameren does not  
25 consider its website to be related to its services, the costs of the website should be removed  
26 from the cost of service.

1 From my perspective, this presents a mutually exclusive dilemma.

- 2 • If the website is not necessary for safe and adequate service, then costs related to the
- 3 Company's website should be removed from the cost of service in this rate case.
- 4 • Alternatively, if the website is necessary for safe and adequate service, *and* the use of
- 5 that website is contingent on agreeing that you can't take the Company to court, then
- 6 Ameren Missouri is acting in violation of the Commission's explicit statute for failing
- 7 to seek Commission approval.

8 It cannot be both.

9 **Ameren Missouri's Property Management Portal**

10 **Q. Speaking of Ameren Missouri's website, can you point to any outstanding liabilities**  
11 **captive customers currently face regarding that website?**

12 A. Yes. Limiting my concerns strictly to what is on the Company's website, the Ameren Missouri  
13 Property Management Portal immediately comes to mind.

14 **Q. What is Ameren Missouri's Property Management Portal?**

15 A. Ameren Missouri's Property Management Portal ("PMP") is a feature on Ameren  
16 Missouri's website available to customers who manage more than one property (e.g.,  
17 property managers, landlords, property owners, realtors, etc...) account. According to the  
18 website, property managers can:

- 19 • Add locations using a physical address
  - 20 ○ You have always had the ability to add locations to your agreement online;
  - 21 Now, you can add them using the physical address instead of by meter only.
- 22 • Add multiple locations at one time
  - 23 ○ You now have the ability to add multiple locations at one time for your
  - 24 convenience.
- 25 • View, add, and remove locations
  - 26 ○ You have the ability to add and remove locations in the future up to 60 days
  - 27 in advance.
- 28 • Enter multiple email addresses for notifications

- 1                   ○ You now have the ability to enter up to five (5) email addresses to receive  
2                   notifications regarding your locations
- 3                   • Schedule electric and natural gas turn-on/off dates to coincide with lease dates
- 4                   • Receive emails when turn-on orders are issued or voided, a shut-off for nonpayment  
5                   order is issued and the name is changed on an account
- 6                   • View and download reports
- 7                   • Turn on service to a property in landlord's name
- 8                   • Pre-screen a potential tenant for service eligibility
- 9                   • Issue turn-on and turn-off orders for a tenant
- 10                  ○ Issuing a turn-off order for a tenant will automatically issue a start service in  
11                  the landlord's name.<sup>18</sup>

12 **Q. How long has this service been available to customers?**

13 A. OPC DR-2027 asked that question and received the following response:

14                   Response:

15                   Although unsure of the exact date, the property management portal has been in  
16                   existence for 15+ years.<sup>19</sup>

17 **Q. How many accounts are currently open within Ameren Missouri's property  
18 management portal?**

19 A. OPC DR-2028 asked that question and received the following response:

20                   Response:

21                   Total # of Ameren MO portal accounts: 5,297

22                   Total # of active individual accounts currently enrolled in the portal: 162,868<sup>20</sup>

23 \*\* \_\_\_\_\_

24 \_\_\_\_\_

25 \_\_\_\_\_

<sup>18</sup> Ameren Missouri (2024) Property Management. <https://www.ameren.com/company/business-partners/property-management>

<sup>19</sup> See GM-6.

<sup>20</sup> See GM-7



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<sup>21</sup> Ameren: Property Management. (2024) Ameren Corporation. Property Management Portal Terms and Conditions. <https://www.ameren.com/-/media/corporate-site/files/propertymanagement/amerenpropertymanagementportaltermsconditions.ashx> GM-8.

<sup>22</sup> Ameren: Property Management (2024) Utility Addendum to Lease. <https://www.ameren.com/-/media/corporate-site/files/propertymanagement/amerenmissouritenantleaseaddendum.ashx> GM-9.

<sup>23</sup> See GM-10.

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<sup>25</sup> Ameren Missouri (2023) Privacy Policy <https://www.ameren.com/privacy> GM-11.  
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1 **Q. Is the Company seeking cost recovery from ratepayers from that lawsuit?**

2 A. OPC DR-2034 requested the following information:

3           Regarding lawsuits leveled at Ameren Missouri for which Ameren Missouri seeks  
4           recovery in this rate case, please provide a list that names each lawsuit, the nature of  
5           the lawsuit, and the costs (damages awarded, legal fees, etc...) associated with each  
6           lawsuit.

7           It is now thirty-three days since I issued that discovery request and I have not received a  
8           response or an objection to date. I will update the status of this discovery and my response in  
9           future testimony.<sup>28</sup>

10 **Q. This is a lot of information to take in. Can you please summarize your main concerns?**

11 A. Sure. First, I do not support the inclusion of a forced arbitration policy in Ameren's TOS for  
12           use of its website. Nor do I believe the Ameren Missouri can circumvent Commission oversight  
13           through use of this provision.

14           Second, I believe Ameren Missouri's Property Manager Portal is a large liability as it is  
15           presently operated. \*\*\_\_\_\_\_

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22 **Q. What are your recommendations to the Commission on these issues?**

23 A. I have three recommendations.

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<sup>28</sup> Under the Commission's *Order Setting Procedural Schedule and Adopting Test Year*, Ameren Missouri's response was due in twenty days. (Order 7, Doc. 53).

1 First, I recommend that the Commission order Ameren Missouri to remove all forced  
2 arbitration language as a conditional term for use of its website, mobile application, or any  
3 future operation absent explicit approval from the Commission.

4 Second, \*\* \_\_\_\_\_  
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12 Third, I recommend that the Commission order Ameren Missouri to undergo an independent  
13 third-party audit of its customer privacy policies and privacy controls. All costs associated with  
14 said audit will be booked entirely below-the-line. I further recommend that the auditor selection  
15 and objectives follow similar agreed-to selection and objectives outlined with other utilities  
16 that have been required or consented to specialized independent third-party audits. The most  
17 recent that I can recall was in Spire’s last general rate case GR-2022-0179. The unanimous  
18 stipulation and agreement called for an independent third-party audit of Spire’s continuing  
19 property record and stated the following:

20 Spire Missouri will engage an independent third-party auditor to produce a report  
21 regarding the Company’s meters accounts, meter installation accounts, and mains  
22 and services accounts for Spire Missouri East and Spire Missouri West. A  
23 committee, which shall be comprised of an equal number of Staff, OPC and  
24 Company representatives, shall develop a Request for Proposal (“RFP”) for the audit  
25 with input from all committee members on the scope of work. The RFP shall be  
26 circulated internally within the committee within 120 days. The selection of a  
27 successful bidder, if any, shall be conducted by the same committee and shall be

1           made by majority vote. In the event the committee cannot agree to the scope of the  
2           audit or the identity of the auditor, the committee shall submit such questions to the  
3           Commission for decision. The independent third-party auditor's contract shall  
4           preserve the auditor's independence by precluding Staff, OPC or Spire Missouri  
5           representatives from directing or influencing the report's conclusions. Upon  
6           completion, the audit report shall be filed with the Commission in EFIS. For all other  
7           accounts, at this time, Spire Missouri shall perform a similar internal assessment  
8           conducted by its engineers.<sup>29</sup>

9           Fourth, it is unclear whether or not Ameren Missouri is seeking cost recovery for expenses  
10          related to \*\*\_\_\_\_\_\*\* with this rate increase request. Based on the information  
11          I have today, I would oppose such recovery. However, I will update my position in future  
12          testimony after the Company replies to the overdue discovery and presumably responds in  
13          rebuttal testimony.

14          Finally, the OPC is considering whether Ameren Missouri's use of a forced arbitration clause  
15          for use of its website without Commission consent and the improper use of customer data  
16          through the Ameren Missouri Property Management Portal are in violation of the  
17          Commission's rules. Additionally, Ameren Missouri's TOS prohibits class action lawsuits and  
18          its Privacy Policy, on a whole, appears overly restrictive in what if any liability Ameren  
19          Missouri has if a customer uses its website or mobile application. As such, OPC may seek  
20          further cost disallowances in this case or in a future complaint case.

21   **IV.   ADVANCED METERING INFRASTRUCTURE OPT-OUT POLICY**

22   **Q.    Can Ameren Missouri customers opt-out of having an AMI meter?**

23   **A.    Yes, they can. However, to do so they must agree to pay both a \$100 one-time meter fee and a**  
24       **\$45 reoccurring monthly meter reader fee thereafter.**

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<sup>29</sup> Case No. GR-2022-0179 Full Unanimous stipulation and Agreement 18-21.

1 **Q. How many customers have elected to opt-out to date?**

2 A. 995 customers.<sup>30</sup>

3 **Q. Are these costs in line with utilities across the United States?**

4 A. According to research conducted by the National Conference of State Legislators, Ameren  
5 Missouri appears to have one of the largest one-time fees and *the largest* reoccurring monthly  
6 fee in the nation. A breakdown of the fees across states can be found in Table 1.

7 Table 1: List of U.S. State Smart Meter Opt-Out Fees<sup>31,32</sup>

U.S. State	One-Time Fee	Monthly Meter Charge
Arizona	\$38 to \$50	\$5 to \$26
Illinois	-	\$20
Kentucky	\$100	\$25
Maine	\$40 (analog) \$20 (smart meter off)	\$15.66 (analog) \$13.98 (smart meter off)
<b>Ameren Missouri</b>	<b>\$100 (4<sup>th</sup> highest one-time fee)</b>	<b>\$40 (highest reoccurring fee)</b>
Nevada	\$52	\$9
Oregon		\$9 triannual reading
Pennsylvania	No opt-out	No opt-out
Rhode Island	\$27	\$13
South Carolina	\$150	\$11.75
Wisconsin	No opt-out	No opt-out
New Jersey	\$45	\$15

<sup>30</sup> See GM-13

<sup>31</sup> Bell, K. & D. Shea (2019) National Conference of State Legislators: Smart Meter Opt-Out Policies.

<https://www.ncsl.org/energy/smart-meter-n-out-policies#:~:text=Missouri.and%20a%20%2445%20monthly%20charge>.

<sup>32</sup> Attachment GM-14 contains another more detailed list of smart meter opt-out fees across U.S. states and Canadian provinces along with hyperlinks to rulings, tariffs and/or company policies available on applicable utility websites. A review of those hyperlinks supports the conclusion that Ameren Missouri customers have one of the highest one-time charges and the highest reoccurring monthly charge in the nation.



California	\$75	\$10
Florida	\$89 to \$96	\$13 to \$21
Georgia		\$19
Hawaii	\$50	\$15.30
Indiana	\$75	\$17.50
Iowa	No charge	No charge (future fees may be assigned)
Louisiana		\$14.35 \$12.42 New Orleans residents
Maryland	\$75	\$11 to \$17
Michigan	\$67 to \$124	\$9.80
New Hampshire	No fees	No fees
New York	\$105	\$9.50
North Carolina	\$150	\$11.75
Oklahoma	\$110	\$28.00
Washington	\$50 to \$90	\$5 to \$15

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**Q. How much does Ameren Illinois, Ameren Missouri’s sister utility operating in Illinois, charge its customers to opt-out of AMI service?**

A. Ameren Illinois’ fees are 30% (\$70 for a one-time fee) and 50% (\$20 for the reoccurring monthly fee) lower than Ameren Missouri.<sup>33</sup>

**Q. Is there any compelling reason why Ameren Illinois’ customers would be charged a lower amount than Ameren Missouri’s customers for the same service?**

A. None that immediately comes to mind, but I would be interested in Ameren Missouri’s explanation for this difference.

<sup>33</sup> Ameren Illinois (2024) Rider NSM-Non-Standard Metering (Applicable to Rate DS-1 and DS-2 Customers) 1<sup>st</sup> Revised Sheet No. 53.002. <https://www.ameren.com/-/media/rates/files/illinois/aie153rdnsm.ashxc>.

1 **Q. Have customers voiced concern to the OPC about this practice?**

2 A. Yes. OPC has routinely received phone calls from concerned customers during a given utility's  
3 AMI installation period. These customers' stated concerns typically center around health,  
4 safety, and privacy followed closely by questions over the prudence of the investment (e.g.,  
5 "Why do we need to get rid of the old one?") and frustration over the high opt-out fees.

6 **Q. Are there any complaint cases that have come before the Commission that support this  
7 assertion?**

8 A. Yes, Case No. EC-2024-0108 was a complaint filed by Ameren Missouri customer Ms. Nancy  
9 Hurt. Ms. Hurt articulated many of the aforementioned concerns in her pleading, including the  
10 cost-prohibitive monthly fee amount imposed on opt-out customers.

11 **Q. Did the Commission ultimately agree with Mrs. Hurt?**

12 A. No. The Commission supported Ameren Missouri's position. However, during the October 17,  
13 2024 Agenda, the Commission had the following dialogue surrounding AMI opt-out fees.

14 Chair Hahn: On this particular case, I am sympathetic to Ms. Hurt's request of the opt-out  
15 of the AMI meter requiring the additional \$100 and the monthly fee [\$40]. I  
16 think that the fees are, I think the additional fees are, almost unreasonable  
17 for the average residential customer, but those are what the commission has  
18 previously approved in rate cases and they're in the current tariffs which  
19 have the force and effect of law. So, while I am sympathetic, we need to  
20 uphold those tariffs. And so with that, I recommend we approve the order  
21 version number one. Commissioner Coleman?

22 Comm'r Coleman: Thank you Madame Chair for your comments because I can appreciate what  
23 you said and certainly feel the same way. But we do have a process in place  
24 for a reason; therefore, I support the order.

25 Chair Hahn: Commissioner Holsman?

26 Comm'r Holsman: I'm in support of the order.

1 Chair Hahn: Commissioner Kolkmeier?

2 Comm'r Kolkmeier: Thank you Madame Chair. Yes, I agree with your comments, and I think this  
3 may be something we need to review in the next go around on rates, but I  
4 will support this order.

5 Chair Hahn: Commissioner Mitchell?

6 Comm'r Mitchell: I am in support of the order as well.<sup>34</sup>

7 **Q. Has any other Missouri utility recently amended its AMI opt-out fee?**

8 A. Yes, as a result of a unanimous stipulation and agreement in Case No. ER-2024-0189,  
9 beginning in 2025, Evergy West will allow for a modified self-read option for opt-out  
10 customers. The self-read, opt-out option allows customers to have five months of no cost self-  
11 reporting followed by a one month (or bi-annual) meter reader charge for usage verification.  
12 This option will be made available to opt-out customers unless a customer fails to make timely  
13 and accurate payments. As a result of this change, opt-out customers would only be charged  
14 the cost of a meter reader service for two months out of a year and spared \$400 in annual  
15 expenses.<sup>35</sup>

16 **Q. Are you recommending Ameren Missouri adopt the same policy?**

17 A. Yes. I am recommending that Ameren Missouri adopt the same self-read change policy that  
18 Evergy West agreed to in its most recent rate case.

19 I am also recommending that the Commission order Ameren Missouri to reduce its AMI opt-  
20 out costs to match its Ameren Illinois affiliate fee structure. This would result in reducing the  
21 one-time AMI opt-out fee from \$100 to \$75 and a reduction to the monthly reoccurring meter  
22 reader fee from \$45 to \$20. Alternatively, I recommend that Ameren Missouri provide  
23 evidence to support why the reoccurring opt-out monthly meter reading fee and one-time opt-

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<sup>34</sup> Missouri Public Service Commission (2024) YouTube: Missouri PSC Agenda 10-17-24. Beginning at 35:59.  
<https://www.youtube.com/watch?v=WzDqxfTVIbA&t=2256s>.

<sup>35</sup> Case No. ER-2024-0189. Unanimous Stipulation and Agreement. p.7 item #11.

1 out fee are being offered at such a reduced amount to customers of its affiliate in Illinois  
2 compared to its Missouri customers.

3 **V. PUBLIC SERVICE ANNOUNCEMENTS**

4 **Q. What are public service announcements?**

5 A. Public Service Announcements (PSAs) are a type of advertising similar to conventional private  
6 sector marketing in some respects. The two differ in that private sector marketing is largely  
7 centered on increasing the public's awareness of a product or brand, while PSAs are designed  
8 around a goal of changing the public's attitudes and behaviors towards a public good.

9 **Q. Do you have an illustrative example of an appropriate public service announcement?**

10 A. Safety comes to mind. Many electric utilities have produced PSAs emphasizing the importance  
11 of safety, especially with children, over downed power lines. Figure 2 provides an illustrative  
12 example of a well-known electric PSA targeted at children, Louie the Lighting Bug.

1 Figure 2: Louie the Lightning Bug—Play It Safe Around Electricity



3 **Q. Is there an appropriate PSA topic that Ameren Missouri could be messaging to the**  
4 **public?**

5 **A.** I believe so. Given concerns around reliability and increases in costs of service, customers need  
6 to know that they have some degree of control over the price they are paying. TOU rates can  
7 enable behavior that results in savings to participants, and at a large enough scale, benefits to  
8 non-participants as well.

9 The challenges experienced collectively in Evergy’s 2023 rollout of TOU rates clearly showed  
10 that there is a vocal customer segment who do not fully understand *why* TOU rate options are

1 being offered let alone how large adoption of TOU rates can result in reduced fuel and capital  
2 investment costs.

3 **Q. Do you believe this is a problem?**

4 A. Yes. A big one. I believe it is problematic on at least three levels.

5 1. As evident from the Evergy roll-out of TOU rates, the failure to properly address the  
6 “why” or provide a succinct value statement to the public from the onset meant that  
7 there was a fair amount of misinformation that needed to be and continues to need to  
8 be addressed;

9 2. A failure to properly promote TOU rates in a manner that results in meaningful savings  
10 to customers would call into question the prudence of the hundreds of millions of  
11 dollars spent on the collective AMI hardware, software, and LTE private operating  
12 network investments. To date, the espoused benefits for ratepayers for this collective  
13 investment has been minimal at best. To rectify this, customers need to be engaged in  
14 a meaningful conversation for why pricing electricity in a manner that reflects its actual  
15 costs is in their best interest; and

16 3. A failure to promote and properly educate customers on TOU rates means that  
17 customers will have more exposure to volatile price swings in the MISO market and  
18 will pay more for unnecessary capital investments in generation, transmission, and  
19 distribution than they otherwise should because we have elected not to use proper  
20 pricing as a demand-side asset we are already paying for.

21 **Q. Are you critical of Ameren Missouri’s education and marketing of TOU rates to date?**

22 A. No. I take no issue with Ameren Missouri’s marketing and education to date around the current  
23 TOU offerings. My recommendations are based in part on enabling a future scenario where a  
24 roll-out of larger differentials is appropriate.

1 **Q. Is now not a time to propose larger differentials?**

2 A. An argument could be made that it is given the results of the most recent MISO seasonal  
3 capacity auction for zone 5, but I am not recommending a larger differential to current TOU  
4 rate offerings at this time, in part, because I believe additional education is necessary.<sup>36</sup>

5 **Q. What are you recommending to the Commission?**

6 A. My recommendations are based in part on enabling a future scenario where a roll-out of larger  
7 differentials is appropriate and in a position for successful adoption by the public.

8 I recommend that the Commission order Ameren Missouri to explain to the public through a  
9 series of PSAs in the most easily understood means necessary the four following points:

- 10 1. Exactly *why* time-of-use (“TOU”) rates are being offered and encouraged (Value  
11 statement);
- 12 2. That the TOU option allows for customer choice;
- 13 3. That customers should save money in the short (monthly bill savings) and long  
14 (deferred capital investments) term if they adjust their behavior (and often if they don’t  
15 change at all); and
- 16 4. That savings do not require excessive actions on the part of customers (e.g., you don’t  
17 need to turn off your AC in the summer, etc...).

18 **Q. Did parties enter into a similar agreement in the most recent Evergy West case?**

19 A. Yes. Per the terms of the unanimous stipulation and agreement, Evergy West has agreed to  
20 emphasize messaging designed to explain the fundamental purpose behind TOU rates in its  
21 continued TOU education campaign. In addition, Evergy, Staff, and OPC have agreed to work  
22 collaboratively on developing this messaging moving forward. I see no reason why Ameren  
23 Missouri could not be part of those conversations moving forward.

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<sup>36</sup> Howland, E. (2024) MISO capacity prices triple for next summer, spring, partly on power plant retirements.  
*Utilitydive*. <https://www.utilitydive.com/news/miso-capacity-pra-auction-missouri/714403/>

1 **VI. INCOME ELIGIBLE PROGRAMS**

2 **Utility Sponsored Low-Income Weatherization Assistance Program**

3 **Q. What ratepayer/shareholder-funded income-eligible assistance programs exist at**  
4 **Ameren Missouri?**

5 A. There are currently four programs. They include the utility sponsored low-income  
6 weatherization assistance program (utility sponsored “LIWAP”), the Keeping  
7 Current/Keeping Cool bill assistance program, the New Start Energy Relief Program, and  
8 the Critical Medical Needs Program. Each of these programs are supported financially under  
9 a 50/50 ratio between ratepayers and shareholders.

10 **Q. Have these programs been successful?**

11 A. Yes, and Ameren Missouri deserves praise for its work in supporting its most vulnerable  
12 customers. Income eligible assistance programs face a number of operational challenges and  
13 require a fair amount of flexibility to address the many challenges that can and do arise. I  
14 personally participate on a quarterly basis with various stakeholder groups and can attest that  
15 the Ameren employees I work with are passionate and committed to its community.

16 **Q. What is utility sponsored LIWAP?**

17 A. It is a program designed to reduce the energy burden of income qualified residential homes by  
18 improving their energy efficiency. This includes replacement/repair and installation of  
19 HVACs, insulation, duct-work, and other building shell measures free of charge. The Ameren  
20 Missouri sponsored LIWAP program can best be viewed as a complement to the federally  
21 funded U.S. Department of Energy (“U.S. DOE”) LIWAP program whose eligibility  
22 parameters often result in certain homes being “passed over” that would otherwise qualify for  
23 assistance due to health and safety concerns.<sup>37</sup>

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<sup>37</sup> It should be noted that each of our large electric and gas utilities have an approved amount of funding that is matched by shareholders to help complement the federally funded program.



Ameren Missouri’s LIWAP program is funded at \$1.2 million annually and affords local area non-profit community action agencies the opportunity to utilize utility-funds to address health and safety concerns, increase advertising, support training, and provide other related expenditures to enable the weatherization of homes that would otherwise not be weatherized under the DOE guidelines. The two most common expenditures by Community Action Agencies include replacement/repair of roofs and knob and tube electric wiring issues. Table 2 provides a list of the Missouri Division of Energy’s most common reasons why an otherwise eligible home was deferred for weatherization service over a twelve-year period (August 2010 to December 2022).

Table 2: Reasons Why Income-Eligible Homes in Missouri 2010-2022 Were Deferred Under U.S. DOE LIWAP

<b>Deferral Issue</b>	<b># of Deferrals</b>	<b>% of Deferrals</b>
Roof Leaks/Other Roof Issues	6,351	34.0%
Wiring Issues/Knob and Tube/Service Panel Issues	2,917	15.6%
Unsanitary Conditions/Hoarding/Clutter	2,503	13.4%
Plumbing/Sewer Issues	1,705	9.1%
Structural Issues: Floors/Foundations/Ceiling Joists	1,571	8.4%
Moisture/Sewage Issues in Basement/Crawlspace	936	5.0%
Insect/Rodent/Snake Infestation	822	4.4%
Mold	575	3.1%
Excessive Holes in Walls/Ceiling/Floor	567	3.0%
Home is too deteriorated for services	284	1.5%
Active Remodel	107	0.6%
No Gas (Natural Gas shut off or Propane Tank Empty/Missing)	96	0.5%
Health & Safety Cost Percentage Over Agency Limit	65	0.3%

Others	176	0.9%
Total Deferrals from Current Subgrantees:	<b>18,674</b>	<b>100.0%</b>
Deferrals from former subgrantees during that same period:	<b>852</b>	
Total Deferrals Since August 2010:	<b>19,526</b>	

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2 **Q. Do you have any recommended changes to Ameren Missouri's LIWAP program?**

3 A. Not to the parameters of the program. I am recommending that the program expenditures be  
4 increased to \$2 million in total under the agreed-to 50/50 sharing ratio between ratepayers  
5 and the Company. The program funding amount has not changed since Ameren Missouri's  
6 2011 rate case, Case No. ER-2011-0028. This is a reasonable increase and reflects the reality  
7 that the cost-of-living is considerably greater today than it was in 2011.

8 **Keeping Current and Keeping Cool Programs**

9 **Q. What is the Keeping Current/Keeping Cool program?**

10 A. The Keeping Current program is designed to help eligible customers pay down large  
11 balances and keep current on their electric bills through predictable monthly payments. The  
12 program currently has an annual budget of \$4.25 million with funding provided 50% from  
13 customers and 50% from the Company. Third party evaluations have consistently found this  
14 program has been successful in enrolling low-income households, improving energy  
15 affordability, improving participants' bill payment regularity, and reducing collections  
16 actions.

17 The energy assistance program has two components—The Keeping Current year-round  
18 program and the Keeping Cool summer assistance program. The Keeping Cool recipients  
19 receive bill credits in the summer months, primarily June, July and August to offset the costs  
20 of cooling their home. The objectives of both programs are as follows:

- 21 • Improve affordability of utility payments for very low-income customers.

- 1 • Promote a level of usage that ensures health and safety.
- 2 • Minimize program costs and maximize efficiencies by working with agencies that
- 3 serve low-income households.
- 4 • Minimize program costs and maximize efficiency by linking program participation
- 5 to application for LIWAP and the Low-Income Home Energy Assistance Program
- 6 (“LIHEAP”).

7 Keeping Current stakeholders meet on a quarterly basis to discuss strengths, weaknesses,  
8 opportunities, and threats to the program. It has historically been one of the most successful  
9 utility-sponsored income eligible programs in Missouri. Most recently, the Keeping Current  
10 program has encountered a unique challenge in spending down the approved funding.

11 **Q. What challenge is that?**

12 A. Keeping Current is designed to incentivize timely payments and focus on reducing the bad  
13 debt of vulnerable households. However, current Missouri Department of Social Services  
14 LIHEAP parameters surrounding Energy Crisis Intervention Program (“ECIP”) funding  
15 require a notice of disconnection from a utility to be qualified for funding (which can be as  
16 much as \$800 in the winter and \$300 in the summer).<sup>38</sup> This requirement runs in contrast to  
17 the Keeping Current goals—which is to avoid the disconnection notice in its entirety. As  
18 such, a number of former participants in the Keeping Current program elected to *not keep*  
19 *current* on their electric bill in favor of the one-time infusion of ECIP funds.

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<sup>38</sup> Energy Crisis Intervention Program (ECIP) - Helps pay your energy bill when you have a termination or disconnect notice indicating a specific disconnect date, a final billing statement advising the account has been terminated, a propane-fuel oil tank is filled at less than 20% capacity, the customer is a cash on delivery (COD) customer, pre-paid electric customer indicates their pre-paid usage is about to run out, or when an applicant indicates another fuel source is about to run out (Wood, corn pellets, kerosene). The amount of help you receive is based on the amount of bill with the energy provider.

- Winter ECIP is available November—May based on funding. The maximum amount you could get is \$800.
- Summer ECIP is available June—September based on funding. The maximum amount you could get is \$300.

Missouri Department of Social Services (2024) Help with Heating/Cooling: What is available?  
<https://mydss.mo.gov/utility-assistance/liheap>

1 **Q. Is anything being done to address this?**

2 A. Yes. Stakeholders across the state including utilities, non-profits, and government agencies  
3 have convened to address this and other bill assistance issues moving forward. Presently,  
4 the Missouri Department of Social Services and the Missouri Office of the Public Counsel  
5 have applied to host a graduate intern out of the University of Missouri's Truman School of  
6 Public Policy to perform a literature review of LIHEAP practices across the country in the  
7 hope of finding a reasonable path forward that can enable better implementation of bill  
8 assistance program parameters across the private and public sector. I am optimistic that  
9 reasonable programmatic changes to this challenge (and others) can be addressed in the next  
10 annual update of the State of Missouri's LIHEAP plan.

11 **Q. Do you have any recommended changes to the Keeping Current/Keeping Cool**  
12 **programs?**

13 A. Yes. I believe that the Keeping Current and Keeping Cool programs are fundamentally  
14 sound and perform quite well given the challenging economic conditions the targeted  
15 customers experience. That being said, the program's success is due in part to its ability to  
16 adapt to changing policy and economic realities. As such, I am making the following  
17 recommendations that are consistent with Ameren Missouri's most recent third-party  
18 evaluation:

- 19 1. Reduce the length of the program from 24 months to 12 months. This would avoid any  
20 budget billing adjustments and rollover.
- 21 2. Reduce agency incentive for enrollment to \$25 (from \$50) to recognize the change from a  
22 two-year program to a one-year program.
- 23 3. Place a greater emphasis on formalizing the requirements to bundle programs such as  
24 LIHEAP, LIWAP, Auto Pay and Alerts for participating customers. This will necessarily  
25 require working with community action agencies to ensure these enrollments include the  
26 full scope of available programs.

- 1 4. Direct Ameren Missouri to create a video commercial and post it on its website supporting  
2 the program for marketing to this niche demographic as well as a how-to video tutorial  
3 regarding the application process for interested customers.  
4 5. Finally, I am recommending that we allow participating customers no more than two  
5 missed payments before they are removed from the program.<sup>39</sup>

6 **New Start Energy Relief Program**

7 **Q. What is the New Start Energy Relief Program?**

8 A. The New Start Energy Relief Program was designed to target former Ameren Missouri  
9 customers who are in the process of transitioning back to stable housing from a period of  
10 homelessness.

11 Through partnerships with area homeless shelters in the greater St. Louis metropolitan area,  
12 this program allows for a one-time infusion of up to \$1,000 to help pay down bad debt and  
13 historic arrearages and/or allocate funds towards future bill credits for service. The current  
14 budget for this program stands at \$500,000 and is funded at the 50/50 ratio between  
15 ratepayers and the Company. To qualify for this program, applicants must have been an  
16 Ameren Missouri customer with previous electric service, have an outstanding bill and have  
17 been unhoused or spent time in a transitional shelter in the past year.

18 **Q. Has the program performed as expected?**

19 A. Not entirely. This program has struggled for a variety of reasons, namely due to the lack of  
20 affordable housing in the St. Louis area. As such, I am suggesting two important changes  
21 for the program moving forward.

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<sup>39</sup> See GM-15 for a more detailed explanation of the recommended changes for the Keeping Current program as presented to the collaborative group at the 2024 4<sup>th</sup> quarter stakeholder meeting.

1 **Q. What are those changes?**

2 A. Given the challenges associated with transitional housing customers, I recommend the tariff  
3 for this program be expanded to include:

- 4 • Customers who have had to use a domestic violence shelter and need assistance to  
5 pay off outstanding Ameren Missouri debt to start new service; and
- 6 • Utilizing the St. Louis Housing Authority (or similar organization) with a focus on  
7 seniors in public housing that are threatened with losing their housing due to past  
8 due Ameren Missouri bills as an eligible partner.

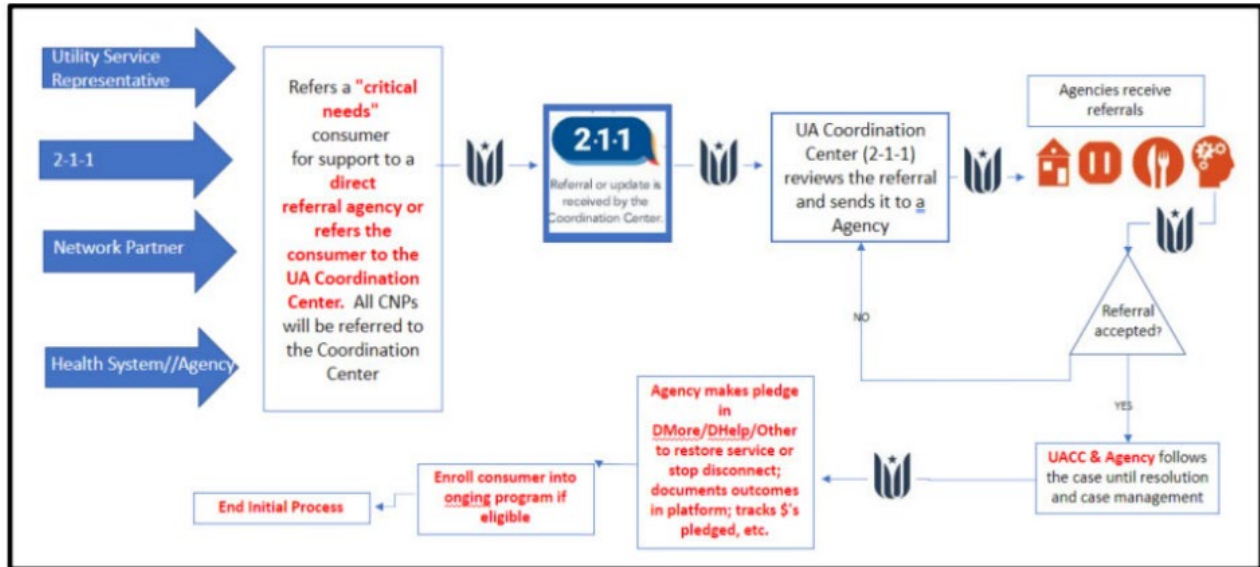
9 I believe these changes are consistent with the spirit of the program’s design and will result  
10 in better utilization of allotted funding. Additionally, I expect tariff change requests to be  
11 filed by Evergy West and Evergy Metro in the near future that will support the exact same  
12 expansive groups.

13 **Critical Medical Needs Program**

14 **Q. What is Critical Medical Needs Program (“CMNP”)?**

15 A. The CMNP is a \$500k annual program funded 50/50 by shareholders and ratepayers that is  
16 designed to ensure that clients most in need of service are properly identified and  
17 streamlined for available funding and services through the network of pooled resources that  
18 includes hundreds of partners in the greater St. Louis Metropolitan region. Figure 3 provides  
19 a graphical illustration of that screening and referral process.

1 Figure 3: CMNP flowchart.



2

3 **Q. What organizations are participating in this program?**

4 A. The CMNP is being administered by three United Way branches across the major  
5 metropolitan areas within the State of Missouri (St. Louis/St. Charles, Joplin/Springfield,  
6 and Kansas City/St. Joseph). The St. Louis/St. Charles program is supported with funding  
7 from Ameren Missouri, Spire, and Missouri American Water.<sup>40</sup> Referrals and participating  
8 partners include hundreds of hospitals, clinics, shelters, and non-profits. It is stakeholders  
9 hope that if the program proves successful, it can expand to the rest of the state with the  
10 inclusion of applicable Missouri departments (e.g., social services, mental health, health and  
11 senior services).

12 **Q. Have you received any recommended changes for the CMNP from stakeholders?**

13 A. Yes, I solicited feedback from the United Way of Greater St. Louis, the program's  
14 implementor, for possible changes to the program. Their recommendations are as follows:

- 15 1. Change requirement that the CMNP be the last bill assistance dollars utilized.

<sup>40</sup> Springfield/Joplin is supported with funding from Liberty Utilities, Spire and Missouri American Water. Kansas City/St. Joseph's program is supported with funding from Evergy Missouri West/Metro, Spire and Missouri American Water.

- 1 a. This would reduce operational inefficiencies and streamline service.
- 2 2. Increased investment in software technology for screening applicants and flagging
- 3 customers in Ameren Missouri's online payment portal.
- 4 3. Increase staffing by one to three individuals to address increased workload

5 **Q. Do you support these changes?**

6 A. I am supportive of the first option which is consistent with how Joplin/Springfield and  
7 Kansas City/St. Joseph operate. I would further recommend that a cap of \$200 be placed on  
8 individual funding but am open to other suggestions (including a sliding amount dependent  
9 on existing budget balance and number of customers). I am also open to the possibility of  
10 options 2 and 3 but would like to get feedback from the rest of the collaborative members  
11 who are parties to this case in rebuttal before I provide my endorsement as both requirements  
12 would most certainly require an increase in funding.

13 **Q. Are there any additional recommendations?**

14 A. I am recommending that \$100,000 dollars of unspent funds be set aside for a statewide 3<sup>rd</sup> party  
15 evaluation of the Critical Medical Needs program. Stakeholders have been working on the  
16 design of this study for roughly 6 months and should be able to issue a joint proposal across all  
17 participating utilities in the first quarter of 2025. Given present-day funding levels, I do not  
18 believe the funding of the CMNP needs to increase; however, if stakeholders want to explore  
19 the 2<sup>nd</sup> or 3<sup>rd</sup> requests from the United Way of Greater St. Louis then a larger conversation  
20 needs to occur on what the appropriate level of funding should be moving forward.

21 **Q. Does this conclude your testimony?**

22 A. Yes.



