

STATE OF MISSOURI  
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS

Hearing

March 8, 2010  
Jefferson City, Missouri  
Volume 1

In the Matter of a Proposed       )  
Rulemaking to Amend the       )  
Reporting Requirements for       )File No. EX-2010-0122  
Electric Utilities and Rural       )  
Electric Cooperatives       )

MORRIS WOODRUFF, Presiding  
CHIEF REGULATORY LAW JUDGE  
KEVIN GUNN,  
COMMISSIONER

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1 P R O C E E D I N G S

2 JUDGE WOODRUFF: All right. Good afternoon,  
3 everyone. We're here today for our rule-making hearing in  
4 Case No. EX-2010-0122 concerning amendments to a rule for  
5 the Commission for CSR 240-3.190. It involves reporting  
6 requirements for electric utilities and rural electric  
7 cooperatives.

8 We'll start out by going and taking entries of  
9 appearance from the attorneys who are here, beginning with  
10 -- is anyone here for Empire? For KCP&L? Association of  
11 Missouri Electric Co-ops?

12 MR. STEWART: Yes, Judge. Brent Stewart  
13 appearing on behalf of the Association of Missouri  
14 Electric Cooperatives.

15 JUDGE WOODRUFF: Okay. For AmerenUE?

16 MR. BOUDREAU: Yes, Judge. Let the record  
17 reflect the appearance of Paul Boudreau with the law firm  
18 of Brydon, Swearngen & England on behalf AmerenUE. My  
19 mailing address is 312 East Capitol Avenue, Post Office  
20 Box 456.

21 JUDGE WOODRUFF: And for Staff?

22 MS. KLIETHERMES: Yes, Judge. Thank you. Sarah  
23 Kliethermes for the Staff of the Missouri Public Service  
24 Commission, Suite 800, 200 Madison Street, Jefferson City,  
25 Missouri, 65102.

1 JUDGE WOODRUFF: And is anyone here for Public  
2 Counsel? I don't see anyone. Okay. Well, as I  
3 indicated, this is a -- a rule-making hearing. So I know  
4 that several parties have filed written comments. And  
5 I'll go ahead and ask Association of Missouri Electric  
6 Co-ops if -- Mr. Stewart, if you have anything further you  
7 want to add? I'll swear you in as a witness if you want  
8 to offer testimony.

9 MR. STEWART: You can do however you'd like,  
10 I've just got a few brief comments.

11 JUDGE WOODRUFF: I'll go ahead and swear you in.

12 MR. STEWART: That would be fine.

13 BRENT STEWART,  
14 being first duly sworn to testify the truth, the whole  
15 truth, and nothing but the truth, testified as follows:

16 JUDGE WOODRUFF: Thank you.

17 MR. STEWART: Good afternoon. It's a pleasure  
18 to be back here to discuss the accident reporting rule.  
19 What I've tried to do is -- as I mentioned the last time I  
20 was here, we went -- I went back to our 47 Systems Council  
21 and tried to work with them on getting their input on some  
22 of the language that we had come up with before.

23 And if you'll notice, on page 5 of our comments,  
24 that -- that's the result of that. I would call most of  
25 this tweaking. The first thing I'd like to just mention

1 is it's a drafting issue. It may not make any difference  
2 at all. And we certainly don't object to the addition of  
3 the word accident or event.

4 But I noticed up in the first sentence of  
5 Section 4, the published rule uses the word "event," but  
6 then in the last sentence, it uses the word "incident."  
7 And I -- I don't know -- I don't necessarily think that's  
8 a problem, but you might want to reconsider tweaking that  
9 a little bit.

10 Subsection 4-A is the same as it's always been.  
11 We have suggested actually going back to the original rule  
12 and inserting one word, immediate admission to the  
13 hospital. And the thought there was -- and, of course,  
14 that carries through to subsection B.

15 The thought there was we've had situations where  
16 someone would have an injury, but they may wait to seek  
17 medical treatment. And it gets kind of confusing if it's  
18 a week passed and then we find out about it. Could we  
19 report it then? My guess is yes.

20 But we thought we might try to figure out a way.  
21 And if immediate doesn't work, that's fine, too. But just  
22 something that triggers the severity -- that's in line  
23 with the severity of the incident, that's in line with the  
24 concept that, you know, if somebody's hurt and they go to  
25 the hospital, which is what the rule says, does that mean

1 30 days later?

2           Some of our guys, you know, out on the farm,  
3 they have a tendency not to go see the doctor. And so at  
4 least in our case, this is one of the items of feedback we  
5 had. So we -- we've suggested possibly inserting the word  
6 "immediate" before admission to the hospital.

7           The second item is in subsection B. And I  
8 haven't had a chance to go back and read the other  
9 parties' comments. But in casual discussions with Warren  
10 Wood and a few others, one of the issues that came up was  
11 we have situations where co-op service areas and  
12 investor-owned service areas, possibly even municipal  
13 service areas are -- are overlapping.

14           We may be on one side of the street. They may  
15 be on the other. If we become aware of something that,  
16 let's say -- I'm not picking on Ameren, but let's say it's  
17 an Ameren situation because we've got Quiver River and a  
18 few of the others up there in the Ameren territory.

19           If we -- if we become aware of something on  
20 their side of the street, the way the wording currently  
21 is, arguably, we have to report it. And so what we tried  
22 to do is say, Look, if it's our customer, then we'll  
23 report it. But we're not under an obligation to -- to  
24 report Ameren or Empire or somebody else's actions.

25           And I -- I think at least conceptually that may

1 be something that the investor-owned, too, had looked at.

2 Again, I haven't read their comments.

3           The next item -- and this was our -- our  
4 language originally. We had inserted the words "the  
5 source of the problem is believed to have originated on  
6 the customer side of the meter."

7           Source of the problem is incredibly vague and  
8 does -- I guess if you look at it in terms of liability,  
9 it almost raises that issue, too. And so we -- we -- we  
10 scratched our heads, and we said, Well, if the idea is  
11 that we have to report something on the customer side of  
12 the meter and we have defined everything as high voltage  
13 contact with electrical facilities, how about just saying  
14 contact with the electric current, which -- and that's --  
15 that's what causes the damage. A little bit tighter  
16 language. I'm not sure that's exactly the best way to do  
17 it, but it's certainly one that seemed to work for us.

18           We then -- we then tweaked some more of our  
19 language that we had offered, and that is getting away  
20 from the word proper notice. It's too vague. And  
21 instead, what we were trying it get at anyway was the  
22 management of the co-op or the utility, the proper people  
23 have to be notified, have to know about it.

24           And so we've said instead of proper notice,  
25 we've suggested the word credible notice. One, you know,

1 we're not hearing from somebody's cousin at the coffee  
2 shop. From a competent source and at the management level  
3 of the utility. And that's the intention of those  
4 changes.

5 Finally, subsection C, in conversations that we  
6 had with the Commission and the Staff, it was brought up  
7 that -- the Commission also wants to know if it's a  
8 significant event, if there's significant property damage.

9 And I assume in our context, that would be a  
10 barn burning down or a -- a -- you know, a chicken  
11 facility burning up. Well, the original language did not  
12 mention property damage. It just was very broad.

13 And so since we're covering injuries on our side  
14 of the meter and deaths, we're covering injuries and  
15 deaths on the customer's side of the meter. The only  
16 thing left is the property damage issue in sub C, so we  
17 just said ensuing property damage to -- to clarify that.  
18 And, again, by the management, the knowledge of the  
19 management of the utility.

20 Finally, the -- the last change that -- that  
21 we've proposed -- and we had several -- we had a little  
22 bit of a discussion about this, not at the agenda meeting,  
23 but one of the things that always concerns the other  
24 lawyers -- and I haven't had the privilege nor do I want  
25 the privilege of ever having been in a civil suit where



1 I'm a plaintiff's lawyer or defense lawyer. I've been  
2 able to avoid that thus far, and I want to keep it that  
3 way. But some of these guys have.

4 And the -- the notion of a written document in  
5 circulation, even though it initially is filed under seal  
6 raises of -- of necessity raises liability concerns. So  
7 they suggested and I offer for your consideration a  
8 statement that says, "By submitting -- by making the phone  
9 call initially and by submitting the document, we're not  
10 admitting anything and we're not waiving any privilege  
11 that we might have." And that's the -- the last sentence  
12 for subsection five. Other than that, we had no comments  
13 on the other sections.

14 And, again, I want to thank Commissioner Gunn  
15 and the Staff and the rest of the Commission for working  
16 with us on this. I think it really has gone a long way to  
17 help our co-ops understand what you're trying to do here.  
18 Thank you.

19 JUDGE WOODRUFF: Thank you. Commissioner Gunn,  
20 do you have any questions for Mr. Stewart?

21 COMMISSIONER GUNN: No. I appreciate -- I  
22 appreciate your work on this. And, of course, all of this  
23 is with the understanding that the co-ops would rather not  
24 have any sort of rule --

25 MR. STEWART: Yeah. I should have said.

1 COMMISSIONER GUNN: -- than to have a rule.

2 MR. STEWART: Exactly.

3 COMMISSIONER GUNN: And I wanted to make sure  
4 that's noted.

5 MR. STEWART: I'm glad you did that. My guys  
6 will appreciate that.

7 COMMISSIONER GUNN: We understand. So -- but I  
8 appreciate you working with us on this, and we'll  
9 certainly take a look at -- at the new language. So  
10 that's all.

11 JUDGE WOODRUFF: All right. Thank you. Thank  
12 you, Mr. Stewart. Move on to Mr. Boudreau.

13 MR. BOUDREAU: Yes. Thank you. I want to first  
14 of all --

15 JUDGE WOODRUFF: Let me swear you in first.

16 MR. BOUDREAU: Excuse me. Well, I'm not going  
17 to offer an -- I've just got some opening comments. I  
18 don't know if you need me to be sworn in for that or not.

19 JUDGE WOODRUFF: Okay. That's fine.

20 MR. BOUDREAU: If it goes that way, I'll  
21 certainly address that. I want to thank the Commission  
22 for the opportunity to be here today to address this rule  
23 and to -- and AmerenUE is pleased to have the opportunity  
24 to have filed some written comments, as I'm sure you're  
25 aware.

1           I don't have anything that I'm going to say  
2   today that -- to embellish on those written comments nor  
3   do we plan to offer any -- any testimony or -- in addition  
4   to those comments.

5           I will point out that Mr. David Wakeman, who is  
6   Vice President of Energy Delivery Distribution Services is  
7   here today if you or -- or if any of the Commissioners  
8   have any questions that you want to put to him. But with  
9   that, I'll -- I'll conclude my comments other than as to  
10   say I have some extra copies of the comments that were  
11   filed on Friday, and I'd be very pleased to supply those  
12   if anybody needs them.

13           JUDGE WOODRUFF: Okay. Commissioner, did you  
14   have any questions for Ameren?

15           COMMISSIONER GUNN: No. But -- but you share  
16   the comments from the co-ops about this service area  
17   issue, right? I mean, I think there's --

18           MR. BOUDREAU: At this point, I should probably  
19   be sworn in. It's a good question. Or Mr. Wakeman. But  
20   I'll go ahead and try to address it.

21           COMMISSIONER GUNN: Whoever.

22           JUDGE WOODRUFF: We'll swear you in first,  
23   Mr. Boudreau, and you can decide. If you can't answer it,  
24   we'll do Mr. Wakeman.

25           MR. BOUDREAU: Okay.

1                               PAUL BOUDREAU,  
2   being first duly sworn to testify the truth, the whole  
3   truth, and nothing but the truth, testified as follows:

4                       JUDGE WOODRUFF:   Thank you.

5                       MR. BOUDREAU:   And to answer your question,  
6   Commissioner Gunn, I think that Ameren shares the same  
7   concern and echoes the comments that Mr. Stewart made  
8   about service area overlaps and you can't have two  
9   different utilities serving in the same area.   So some  
10   clarity there I think would be helpful.

11                      COMMISSIONER GUNN:   Not -- and, obviously, I'm  
12   not trying to put you on the spot.   So if you need more  
13   time to evaluate it, please feel free.   But are you in a  
14   position right now to say whether or not the additional  
15   language proposed by the co-ops would be acceptable or --  
16   and, again, if -- if not, I'm -- I don't -- I'm not trying  
17   to make you take a position on something that you -- that  
18   you don't feel you're able to do.

19                      MR. BOUDREAU:   Oh, no.   Just give me a chance to  
20   consult with the client.

21                      COMMISSIONER GUNN:   Absolutely.

22                      (Discussion off the record.)

23                      MR. BOUDREAU:   Let -- let me do this.   Let me --  
24   to be responsive to your question, maybe we could swear in  
25   Mr. Wakeman and he could -- he could address -- I mean, I

1 think he could more directly deal with the various  
2 language changes that have been proposed.

3 JUDGE WOODRUFF: Mr. Wakeman, if you want to  
4 come up here to the podium, that would be nice.

5 MR. WAKEMAN: Sure.

6 DAVID WAKEMAN,  
7 being first duly sworn to testify the truth, the whole  
8 truth, and nothing but the truth, testified as follows:

9 TESTIMONY OF DAVID WAKEMAN

10 JUDGE WOODRUFF: Thank you. First of all,  
11 identify yourself, please.

12 MR. WAKEMAN: I'm David Wakeman, Vice President  
13 of Energy Delivery for AmerenUE.

14 JUDGE WOODRUFF: Okay.

15 MR. WAKEMAN: You asked about the language. I  
16 don't know if I got it all, to be honest.

17 COMMISSIONER GUNN: Well, it's actually -- I'm  
18 concerned specifically about your Comment 4, which talks  
19 about the overlapping service areas.

20 MR. WAKEMAN: Yeah.

21 COMMISSIONER GUNN: So we don't have to go  
22 through all of those.

23 MR. WAKEMAN: Okay.

24 COMMISSIONER GUNN: But I guess the -- the co-op  
25 has suggested that instead of saying within areas, they

1 say, human contact with electrical current of significant  
2 voltage at a premise, which is the new language, where it  
3 supplies power or operates energized electric supply  
4 facilities that result in admission or immediate admission  
5 to a hospital or facility of employer, person.

6 And then there's -- that -- that sentence goes  
7 on. But I'm just concerned about that, at a premise. Do  
8 you believe this solves the issue of overlapping?

9 MR. WAKEMAN: I think it does. If it's our  
10 customer, we would be responsible. And if it's their  
11 customer, they would be responsible.

12 COMMISSIONER GUNN: Is there any clarification  
13 language that you think other than that that needs -- does  
14 at a premises mean that essentially it would be defined as  
15 a customer?

16 MR. WAKEMAN: That's how I would take it. Or  
17 unless we want to just say as a customer of that entity.  
18 So if it was an AmerenUE customer, I would feel that if I  
19 was notified, I would take responsibility for that  
20 notification to the Commission. But if it was a co-op's  
21 customer, I would think --

22 COMMISSIONER GUNN: Right.

23 MR. WAKEMAN: -- I would assume they were doing  
24 it.

25 COMMISSIONER GUNN: And I think that would be

1 the intent. That would be the intent. We certainly don't  
2 want to have other people responsible for other people's  
3 customers just because of some distant facility that they  
4 -- that they have there. Okay. That's all the questions  
5 I have. I don't know if you --

6 MR. WAKEMAN: Okay. If you want a comment on  
7 something else, you're certainly welcome.

8 COMMISSIONER GUNN: We talked earlier about high  
9 voltage. When you mean significant voltage, you just mean  
10 an injury. You don't specifically mean high voltage  
11 facilities; is that correct?

12 MR. WAKEMAN: That's correct. Because I didn't  
13 know exactly what you meant, to be honest.

14 COMMISSIONER GUNN: We're trying to avoid -- you  
15 know, and this -- obviously, there are thresholds here.  
16 There are thresholds of injury. So granted, a shock, you  
17 know, if you -- if you just do it and a shock and it  
18 doesn't do anything, it doesn't fall under that rule.

19 But I think what's significant, when we say  
20 significant there, it is -- it is -- it's almost  
21 self-fulfilling because you have to have contact with  
22 significant voltage in order to be killed or -- or  
23 admitted to the hospital or have significant property  
24 damage. So -- but we just wanted to -- we wanted to, I  
25 think, emphasize that fact that we're talking about major

1 instances here. We're not talking about diminimous or  
2 harmless kind of -- kind of areas where -- where people  
3 come in contact with the voltage.

4 MR. WAKEMAN: And I also had a comment about the  
5 notice of -- from -- credible notice. That's a tough one  
6 because to make sure that, you know, somebody within the  
7 company just happens to hear of something, does that put a  
8 responsibility on us to make that report? And that could  
9 be burdensome at times.

10 I think that the rule makes good sense, and I  
11 think where it's going, it fits in to what we want to do  
12 as well. But think if -- if I notified through -- now, I  
13 don't know how provide the language exactly, but through  
14 our call center or through members of our management team.  
15 That's my only concern there's a lot of different ways  
16 someone could tell an AmerenUE employee. And to able to  
17 capture all those -- those potential sources would be  
18 difficult.

19 COMMISSIONER GUNN: So the co-op language, you  
20 think needs to be tightened up or --

21 MR. WAKEMAN: No. I think it's good. Credible.

22 COMMISSIONER GUNN: You think that's a  
23 significant improvement?

24 MR. WAKEMAN: Competent source. Is that  
25 where --



1           COMMISSIONER GUNN: Has to be at the management  
2 level of the utility from a credible --

3           MR. WAKEMAN: Right.

4           COMMISSIONER GUNN: Credible knowledge from a  
5 competent source, that language, you think, satisfies your  
6 issues?

7           MR. WAKEMAN: I think so. Yeah.

8           COMMISSIONER GUNN: All right. I don't have  
9 anything else, unless you want to comment on anything  
10 else.

11          MR. WAKEMAN: No. Thank you.

12          JUDGE WOODRUFF: Thank you. Any else from  
13 Ameren?

14          MR. BOUDREAU: No. Nothing at this time. Thank  
15 you.

16          JUDGE WOODRUFF: Okay. Does Staff have anything  
17 they want to add?

18          MS. KLIETHERMES: Just briefly. We have  
19 reviewed and we're doing some further review on the  
20 different proposed language. Quite a bit of it, we think  
21 does, you know, tighten up the language that's there, and  
22 it is helpful.

23                 There's also a fair amount that we do not think  
24 would best accomplish the -- what we perceive as the goal  
25 of this rule. Dan Beck is available if you have any

1 specific questions on different provisions.

2 JUDGE WOODRUFF: Do you have any questions for  
3 Mr. Beck?

4 COMMISSIONER GUNN: I have a question for you.

5 JUDGE WOODRUFF: Okay. I won't swear myself.

6 COMMISSIONER GUNN: No. But what's the form in  
7 which they communicate with that? I mean, is the comment  
8 -- is that -- will they get an opportunity to respond to  
9 the comments or --

10 JUDGE WOODRUFF: Really, no.

11 COMMISSIONER GUNN: Okay.

12 JUDGE WOODRUFF: The record is closed at this  
13 point, although it's not a contested case.

14 COMMISSIONER GUNN: Right.

15 JUDGE WOODRUFF: The conclusion of further  
16 contact with Staff, to be fair to the other parties, it  
17 really should be -- Staff should make comments now.

18 COMMISSIONER GUNN: Do you want -- Dan, do you  
19 want to preview what those areas that you don't like on  
20 the changes are, and then we can -- maybe that will spark  
21 discussion among the parties and --

22 JUDGE WOODRUFF: Okay. I'll swear you in, then.

23 DAN BECK,  
24 being first duly sworn to testify the truth, the whole  
25 truth, and nothing but the truth, testified as follows:

1 TESTIMONY OF DAN BECK

2 JUDGE WOODRUFF: All right. If you'd identify  
3 yourself?

4 MR. BECK: My name is Daniel I. Beck. And I am  
5 the Engineering Analysis Supervisor at the Missouri PSC.  
6 I had kind of intended -- and I know it's going to be a  
7 little bit slow and awkward, but I was just going to kind  
8 of go down through the rule and address the various  
9 comments that various parties have raised on various  
10 issues to try to just, you know, work through them and --  
11 and discuss them if that's acceptable.

12 JUDGE WOODRUFF: That's fine.

13 MR. BECK: With that, I guess the -- the first  
14 comment that -- in the order of the rule is 1-J. And that  
15 specifically was a comment that was raised by KCP&L. And  
16 it was regarding 200,000 versus 100,000. Excuse me. I  
17 got -- I said 1-J. But I am already back-tracking on  
18 that. Let me find that reference.

19 There were two different places where there are  
20 monetary restrictions or -- or minimums. And one place,  
21 we had changed the proposed language from 100 to \$200,000.  
22 And there was the second place where KCP&L had raised the  
23 issue.

24 COMMISSIONER GUNN: I think it's -- it's 1-1-J.

25 MR. BECK: 1-J. The new -- the new J.

1                   COMMISSIONER GUNN: The new J.

2                   COMMISSIONER GUNN: So it's still one. And then  
3 there's a one under that, and it's J.

4                   MR. BECK: We, as the Staff, would have no  
5 problem supporting the movement of that from 100,000 to  
6 200,000 kind of following the same concept that we used  
7 before. So that would be something that would be language  
8 that we could support. There's nothing wrong with the  
9 existing 100,000, but -- but 200,000, it really is a  
10 distinction that probably isn't going to change much.

11                  Then in 2, the -- KCPL raises the issue about the  
12 actual timing of -- of when these electronic filings  
13 requirements would start, and they raised the January  
14 2011. And, quite frankly, I was kind of hoping to hear  
15 from KCPL personnel today because, to be perfectly honest,  
16 we have had some issues with KCPL.

17                  KCPL GMO, after the acquisition took place where  
18 data that was previously in an Excel spreadsheet all of a  
19 sudden came in a PDF document, which makes it harder to  
20 read and use and -- but -- but we've been working through  
21 that and -- for example, last month, that was not an issue  
22 at all. So we kind of feel like we had moved past that  
23 issue with them and are kind of surprised by the language.  
24 So we don't really see the purpose of -- of that kind of  
25 qualifier.

1           And we certainly would be real concerned that  
2   somehow the utilities would stop reporting for a few  
3   months. You know, the constant reporting of this  
4   information is -- is important. So I guess we're really  
5   kind of opposed to that language.

6           Empire raised the issue in 3-A about the  
7   \$200,000, that it should be higher. We think that the --  
8   there's been an awful lot of discussion regarding the  
9   200,000. It's a movement from 100 to 200,000. And they  
10   were the only utility that raised that issue.

11           You already heard earlier that -- Ameren in 3-A  
12   discussed the -- the idea of a detailed investigative  
13   report. Actually, maybe that wasn't discussed. But  
14   anyway, that -- that is discussed in 3-A. And they had  
15   concerns with -- with the term "detailed investigative  
16   report."

17           To my mind, if -- if I'm a utility and I have  
18   \$200,000 or more in damage, almost by definition, I'm  
19   going to do a detailed investigative study of -- of what  
20   it is that took place. So to my mind, the detailed  
21   investigative report language describes what it is the  
22   utility is already going to do and does do as a matter of  
23   course.

24           Likewise, in 3-A, Empire raised concerns about  
25   the 90-day period. I believe that the language is

1 drafted. It has a qualifier that says that if the -- if  
2 it will take longer than 90 days, a draft of the plan for  
3 further investigation shall be submitted within 90 days.  
4 That seems perfectly rational to me and -- and seems to  
5 address their -- their concern by simply giving that --  
6 that option much -- of submitting a plan instead.

7 If -- if I need to pause for questions at any  
8 time or -- or should I -- proceeding on.

9 JUDGE WOODRUFF: Just keep going. We'll  
10 interrupt you if we need to.

11 MR. BECK: Okay. No problem. Empire raised the  
12 concern about 3-B was missing a paragraph. And, quite  
13 frankly, I don't know what that missing paragraph is. It  
14 could be that they had an earlier version of the rule.  
15 And that's my best guess.

16 3-C, Empire raised the concern about the change  
17 from -- a requirement before that was 20 percent of your  
18 accredited capacity to a simple 100 megawatt unit or  
19 larger. When that happened, you had to report an outage.

20 They then go on to state that under the current  
21 requirements, they only have one plant that would qualify  
22 under this new rule. They would have seven. I think that  
23 really the point is that the idea that -- that only one  
24 plant of Empire's is important enough to -- to have forced  
25 outage reporting on doesn't really make sense to me. So

1 -- especially when that unit is their combined cycle unit,  
2 and it's not their base load units that -- you know, that  
3 are heavily relied upon.

4           So in 4, AMEC raised their historical opposition  
5 and raised -- generally raised concerns with the  
6 customer's side of the meter. But they have more specific  
7 language on down, and I'll just skip over that.

8           KCPL has language regarding duplication of other  
9 rules and -- and that type of thing that they're  
10 proposing. Again, I -- I would have been interested in  
11 hearing from KCPL because I'm a little perplexed about  
12 what those other duplicative rules and/or cases would be,  
13 especially when we're talking about something here where  
14 it's just a simple reporting of a very specific incident,  
15 you know, when we're in -- in No. 4. So I don't really  
16 see where the duplication would occur.

17           COMMISSIONER GUNN: Dan, is there any -- any  
18 other rule that you know of that requires reporting of  
19 this type of incident?

20           MR. BECK: I really don't. And that's why I was  
21 kind of confused by the comment. And they were the only  
22 ones that raised that particular comment. So -- KCPL has  
23 some language about the -- suspending this requirement  
24 during an outage.

25           You know, while I understand that during a major

1     outage the company's going to be very busy, What I don't  
2     quite understand is -- is -- the way I read what they're  
3     proposing, it would seem that they would suspend the --  
4     the requirements to report and then never report that  
5     outage. And that doesn't make sense of what this rule  
6     trying to do at all.

7             You know, it -- the requirements of  
8     notification, the initial notification are, you know,  
9     literally, make a telephone call. That doesn't seem to be  
10    that burdensome of a requirement. So I -- I can't support  
11    that language.

12            But there was made -- it was mentioned earlier  
13    that AMEC discusses the -- or proposes the change in the  
14    word event to incident. And, you know, I would simply  
15    note that -- that there are other places, especially at  
16    the very beginning in the purpose section, I believe it is  
17    -- let me make sure of that, yes. The purpose of the  
18    amendment section that does use -- if -- just in the  
19    Purpose section that uses the word event. And -- and  
20    events plural.

21            And, therefore, any -- any changes regarding  
22    that would -- would have to be consistent. It's -- as an  
23    engineer, I'm not sure that I see that there is a  
24    significant distinction between the words.

25            COMMISSIONER GUNN: So -- so just to be clear,



1 if -- if we changed everything to incident --

2 MR. BECK: Uh-huh.

3 COMMISSIONER GUNN: -- you -- you don't see this  
4 point as a significant -- there's no significant  
5 opposition to that as long as we're internally consistent  
6 and we use one term or the other?

7 MR. BECK: That's -- yeah. And I think -- you  
8 know, this is the type of thing where I -- if the  
9 Commissioners are more comfortable with one word or the  
10 other, I think that makes perfect sense. Either would  
11 make perfect sense.

12 COMMISSIONER GUNN: Okay.

13 MR. BECK: Okay. In 4-A and B, AMEC proposes --  
14 let me get it in front of me here -- the insertion of the  
15 word "immediate" regarding admissions to the hospital.  
16 And it -- it just seems to me that -- that the term  
17 "immediate" seems to imply something too strict, you know,  
18 that if -- if the person, you know, spent 15 minutes on  
19 the job site before they -- before the ambulance got there  
20 and took them away, is that -- does that meet the  
21 definition of immediate or not? To me, the existing  
22 language -- the existing proposed language -- just a  
23 simple admission to the hospital is sufficient.

24 The next thing that was in both A and B, and  
25 AmerenUE had made a suggestion that -- that they had some

1 -- there is some language that kind of is more of  
2 qualifying language in B that's not in A. And both of  
3 those are -- are discussing various types of contact  
4 incidents. And, therefore, they suggested moving that  
5 language up into the Section 4, the main section, and then  
6 simply using that as a lead-in. And so it would then  
7 apply to both A and B. That -- that does seem reasonable  
8 to Staff, that proposal.

9 AmerenUE proposes that we simply remove  
10 paragraph 4-B in its entirety, which is -- flies in the  
11 face of the whole purpose of what we're -- why we're here,  
12 and Staff would not support that.

13 In 4-B, both Empire and AMEC raised the -- the  
14 concern about geographical limits or the area versus at  
15 the premises discussion. While Staff is supportive of --  
16 of the -- the idea of changing to something like at the  
17 premises instead of within the area, we are concerned that  
18 their -- that that particular sentence has an or in it,  
19 o-r. And in that or then continues about operating --  
20 operates energized facilities.

21 Energized electrical supply facilities is what  
22 that refers to. And the -- the premises then doesn't go  
23 with operating energized electrical supply facilities.  
24 Instead, you know, those are facilities that a utility  
25 operates. So I -- I think that -- that, you know, if you

1 do clarify the within the area, then that -- that second  
2 qualifier needs to -- to point to the fact that you're  
3 still talking about the lines that the utility actually  
4 operates that aren't directly there at the customer's  
5 premises.

6 COMMISSIONER GUNN: But you agree with their --  
7 their -- the basic premise --

8 MR. BECK: Yes.

9 COMMISSIONER GUNN: -- that there shouldn't be  
10 reporting requirements of people that are not their  
11 customers?

12 MR. BECK: Yes, I do.

13 COMMISSIONER GUNN: Okay.

14 MR. BECK: Yes. That --

15 COMMISSIONER GUNN: So whatever language we put  
16 in, we need to make it perfectly clear that we -- we are  
17 not saying that -- that because there is some sort of  
18 cross-over that the cause or whoever be possibly for  
19 reporting an incident from an Ameren customer and vice  
20 versa?

21 MR. BECK: That's exactly correct. Yes.

22 COMMISSIONER GUNN: Okay.

23 MR. BECK: Okay. In 4-B, Empire raised a  
24 concern about the customer side, investigations being  
25 misconstrued. And I'll kind of address that by -- by

1 saying that later on the language that AMEC proposes, we  
2 believe, begins to address that. And I'll -- and we will  
3 support that when we get down to that in 5.

4           Also, in 4-B, the -- there's been a discussion  
5 of the term "proper notice" versus credible notice from a  
6 competent source. It seems to me that the phrase  
7 "credible notice from a competent source" gets into, okay,  
8 well, you know, is cell phone call credible enough? You  
9 know, if I call in, you know, well, do I have a PE or  
10 don't I? Does that qualify me as a competent source? It  
11 seems to be too restrictive.

12           You know, the example was mentioned about  
13 someone calling in on the -- on the telephone and the  
14 1-800 number and reporting an incident. You know, that --  
15 that kind of lends to AMEC's proposal that -- that -- that  
16 management has to be aware.

17           And we believe that by -- by making it so that  
18 management has to be aware, that person made that call in,  
19 they talked to the operator, the customer service person,  
20 but how was management made aware? Would that be somehow  
21 considered not notification by a competent source? So we  
22 believe that the current language of simply proper notice  
23 is -- should still be maintained.

24           AMEC also has some language right above that  
25 where they -- where they -- where they have contact with

1 electric current -- or contact with the electric current  
2 is believed to have occurred is the phrase that they're  
3 proposing, and Staff would support that -- that change.  
4 4-C -- I promise we're getting near the end.

5 COMMISSIONER GUNN: Running out of rule.

6 MR. BECK: I know. That's -- that's -- that's  
7 the way I planned it. Heading out the back door. Okay.  
8 4-C, this is -- you know, again, the -- the term "event"  
9 was pointed to. And, you know, we would simply propose  
10 that there is a phrase of accident or event resulting from  
11 in the current draft proposal.

12 We would propose just simply striking that  
13 phrase and just say instead, Any other electrical contact,  
14 just be simple -- simple and straightforward with that.  
15 And so take out the words accident or event resulting  
16 from.

17 COMMISSIONER GUNN: That doesn't change the fact  
18 that it's still entirely up to the utility to determine  
19 whether it's a reportable incident?

20 MR. BECK: That's correct. And, you know, it --  
21 it's -- it's still about -- it's still all about  
22 electrical contacts, arching, flashing, those type things,  
23 so -- in addition, then, AMEC's proposal goes on to  
24 discuss with ensuing property damage.

25 It seems like by putting that phrase in, you --

1   you might be kind of limiting things. And so at that  
2   point, putting in personal injury or property damage would  
3   seem to be -- cover the possibilities. And, again, it  
4   still is all about the utility making a decision to --  
5   that there's something significant going on.

6                   And, finally, in 4-C, there is the phrase with  
7   ensuing -- or excuse me. There is the phrase by the  
8   management of being inserted. And for the same reasons as  
9   we discussed earlier about the -- somehow trying to define  
10   whether management is or isn't aware seems to be the  
11   problem.

12                   And I will point out, and -- and I -- I think  
13   this is sort of a sense -- source of pride, maybe, for the  
14   co-ops. When -- when there's outages and things, my  
15   experience has been the co-op simply rolls up their  
16   sleeves and everybody pitches in, and -- and the -- the  
17   concept of whose management and who is not is -- is kind  
18   of lost. Everybody's a worker.

19                   And so the idea that somehow, you know, who is  
20   or who isn't management -- I'm not sure how to even define  
21   that in some -- some senses of their organization. And  
22   that's good for getting the job done. Just seems that  
23   this restriction might -- might confound that process.

24                   COMMISSIONER GUNN: Dan, let me give you a  
25   scenario and tell me what you think because I think that

1     there are -- there are pros and cons to this.

2                 So let's say there is -- on the customer side of  
3     the line, there is one of these significant events. Let's  
4     say it's an injury that goes into a hospital. And  
5     someone, a lineman from -- from one of the companies just  
6     happens to be working on a different -- or let's say a  
7     meter reader is across the street, and the -- the parent  
8     goes and tells the meter reader that there was this  
9     incident and someone went to the hospital.

10                MR. BECK: Okay.

11                COMMISSIONER GUNN: The meter reader, for  
12     whatever reason, does not pass it along to anyone else,  
13     doesn't fill out an incident report, suggests that the  
14     people might want to call the utility, but -- but that  
15     never happens for whatever -- for whatever reason.

16                Do you believe under that scenario that the  
17     utility would have notice for purposes of this reporting  
18     requirement? Because I -- because I suspect that's what  
19     they're trying to avoid.

20                MR. BECK: Uh-huh. You know, I think -- I think  
21     in the strictest sense, they would. But at that point --  
22     you know, how -- how does -- how in the end do -- do we  
23     determine or -- or, you know, is it an issue that's even  
24     raised to where someone feels, you know, that, oh, that  
25     should have been reported?

1                   COMMISSIONER GUNN: Let's assume a year later a  
2 lawsuit is filed and we read about it on the front page of  
3 the newspaper. And I say, Well, why the heck wasn't this  
4 reported under our -- under our reporting requirement?

5                   MR. BECK: Well, I guess under the current  
6 scenario, I can give you a specific example of where the  
7 utility notified us over a week after an accident  
8 happened. It was a specific incident where a customer  
9 touched the utility's line or at least came near the --  
10 the line with a ladder, went to the hospital.

11                   It didn't -- it didn't particularly -- the line  
12 didn't come crashing down or anything like that. And so  
13 the utility had no way of knowing until the customer's  
14 wife called in a week and a half later and said, Hey, we  
15 -- we've had this. Well -- this incident. Well, at that  
16 point, you know --

17                   COMMISSIONER GUNN: But they -- they have  
18 fulfilled it because of the timing that they -- that the  
19 utility knew about it, they reported it.

20                   MR. BECK: Yeah.

21                   COMMISSIONER GUNN: But I'm talking about an  
22 incident where an employee of the utility who was not  
23 management hears about it and doesn't -- doesn't report  
24 it. Are we going to impute that knowledge to the utility  
25 as, Look -- I think there's been a public policy argument



1 that says you want to train your employees that if you get  
2 a -- they get something like that, they should pass it  
3 along, you know, to them. So I'm not saying that -- I'm  
4 not trying to get rid of the requirement because there may  
5 be a public policy reason to keep it to say, You need to  
6 incent your employees to -- to report those, and I don't  
7 care what job you have to -- to -- in order to do it.

8 MR. BECK: Yeah.

9 COMMISSIONER GUNN: But -- so I understand that  
10 argument. But is it -- is it our intention to -- to hold  
11 a utility responsible for an employee not -- for it never  
12 getting to the upper reaches of management?

13 MR. BECK: I mean, if --

14 COMMISSIONER GUNN: If -- if when the -- let's  
15 say they get served a subpoena. Let's say they get served  
16 a letter from a lawyer that says, This incident happened,  
17 and we're going to file a lawsuit against you. What would  
18 you believe is the -- kicks in the reporting requirement?  
19 The time that the meter reader found out about it and  
20 didn't say anything, or when the letter was sent to the  
21 General Counsel's office saying -- saying, this happened?

22 MR. BECK: I think in an ideal world when the  
23 meter reader know -- knew, you'd like that reporting to go  
24 forward. However, if it doesn't go forward at that time  
25 and there is that subsequent date, you know, that's the

1 next best time to get -- to have that reporting done. And  
2 so -- I mean, I think the -- the goal of this is to, at  
3 least in my mind, is not to -- to try to catch the utility  
4 not reporting or somehow have an employee aware of  
5 something and catch them at this, but, instead, it's  
6 really just about the getting this information reported  
7 into the -- the process. And so --

8 COMMISSIONER GUNN: So we're -- we're acting in  
9 good faith?

10 MR. BECK: Yes.

11 COMMISSIONER GUNN: Then we say, you know what?  
12 Maybe it should have been done at the meter reader, but  
13 you reported it when -- when you got the letter?

14 MR. BECK: Exactly.

15 COMMISSIONER GUNN: So we're going to -- we're  
16 going to say you guys took the good -- the management the  
17 took the good faith effort?

18 MR. BECK: Yeah. And at that time, the more  
19 important thing would be to -- to look at the -- the  
20 actual reporting incident, see if there's anything that  
21 can be learned from at that incident, that type of thing  
22 instead of -- instead of dwelling on exactly what day it  
23 got filed.

24 COMMISSIONER GUNN: Okay. All right. Thank  
25 you.

1           MR. BECK: Okay. On to 5. And we really are  
2 running out of rule now. I already made mention -- the --  
3 of the sentence that -- that AMEC proposes that talks  
4 about waiver and privilege -- waiver of any privilege, and  
5 Staff would support that language.

6           In addition, AmerenUE raised the concern about  
7 the five business day follow-up and suggested instead a  
8 90-day follow-up. Meanwhile, Empire raised the issue of  
9 the five-day follow-up. And I believe that they refer to  
10 it's as burdensome.

11           I guess kind of in the spirit of -- of putting  
12 together a rule that makes sense, Staff would propose ten  
13 days, which is doubling the -- the current time that the  
14 -- that there is for the follow-up. That does not seem,  
15 in my mind, to be that much of a change. Ninety days  
16 seems to me to be a significant change.

17           You know, we're talking about individual events  
18 here. And to wait 90 days to put a summary down, a lot of  
19 information is just simply lost in a -- in a ninety-day  
20 period. So Staff would propose ten days.

21           Other than that, I guess there are several  
22 places in this proposal where language has been taken out  
23 of the existing rule about using EFIS for notification.  
24 Staff still does believe that EFIS -- either the use of  
25 mail or EFIS is something that is reasonable.

1           I think there was a concern about the -- the  
2 security of -- of putting the information in EFIS, but I'd  
3 like to think that EFIS security has been proven through  
4 the years. And I -- and I still think that, quite  
5 frankly, by keeping a requirement about EFIS in this rule,  
6 that gives the company more flexibility whether they do it  
7 by mail.

8           In one place, the requirements are by mail or  
9 using EFIS. Another place, it's by telephone or using  
10 EFIS. Either way, you're giving the utilities the ability  
11 to make that contact through the computer without having  
12 to make a telephone call or -- or drop a letter in the  
13 mail.

14           And the very last item that I have is way back  
15 in the very first section in B, which is just -- right now  
16 is currently the monthly as burned fuel report. That type  
17 of thing is -- is the paragraph I'm referring to.

18           Staff would propose to insert the phrase --  
19 after including the, we would insert the phrase "ending  
20 inventory balance." And, likewise, after the word  
21 consumed, we would insert the phrase "the average cost per  
22 unit burned broken into fixed and variable components."

23           Now, in reality, these are things that we're  
24 getting from most of the utilities as we speak. But it is  
25 just something that, as we were going back and looking

1 through this long, detailed section that I've referred to  
2 here realized that the -- that that's a clarification that  
3 could be made. With that, I'll --

4 JUDGE WOODRUFF: You're talking about the -- the  
5 new B?

6 MR. BECK: Yes. The new B. I'm sorry.

7 JUDGE WOODRUFF: I just want to be clear.

8 MR. BECK: So, yes. I appreciate that. And  
9 with that, if there's any other questions, I'll be happy  
10 to address them, and, you know, certainly, be interested  
11 in hearing what the utilities have to say. Obviously, we  
12 supported a fair amount of the comments.

13 JUDGE WOODRUFF: I can clarify one thing for  
14 you, actually. Section 3, the missing section 3-B?

15 MR. BECK: Uh-huh. Okay.

16 JUDGE WOODRUFF: If you'll notice in the  
17 proposed rule, it says, Published in the Missouri  
18 Register. It does, in fact, skip from A to C, which is  
19 I'm sure what Empire noticed. But that's because this is  
20 an amendment, not a new rule. And when we amend a rule  
21 like this, we only publish the sections that have changes.

22 And by chance, Section 3 -- subsection 3-B is  
23 the only section of the whole entire rule that was not  
24 changed.

25 MR. BECK: Okay.

1 JUDGE WOODRUFF: So that's why it does not  
2 appear in the register.

3 MR. BECK: Okay.

4 JUDGE WOODRUFF: But it does go into effect and  
5 will be in effect in the new rule.

6 MR. BECK: Okay. Well, I appreciate that  
7 clarification. And I think it was in -- in, for example,  
8 the certification of Administrative Rule copy that did  
9 have everything in there, and so that's why I was confused  
10 by that.

11 JUDGE WOODRUFF: Okay. Did you have any other  
12 questions?

13 COMMISSIONER GUNN: I have a question for  
14 Counsel. The waiver language, the waiver of any  
15 privilege, is there any -- that you know of any -- any  
16 statutory case law that would cause this language to -- to  
17 not be effective?

18 What I don't want to get into is -- if there is  
19 a privilege issue, we may not by rule be able to preserve  
20 it if there is something else out there that says that  
21 this breaks a -- this breaks a privilege. And, obviously,  
22 I'm not asking anybody to do any research. But off the  
23 top of their head, does anybody see -- see that?

24 The waiver language seems to me to be reasonable  
25 because we want -- if -- if we're really focused on just

1     trying to identify issues and not be punitive with this  
2     rule, which I think is what we're trying to do, I think  
3     the waiver -- waiver language is reasonable.

4             But -- but I want to make sure that we are not  
5     having someone rely on a rule and then could -- could come  
6     back and be attacked. I don't think that's the case. But  
7     I just wanted off the top of your head if anybody has any  
8     concerns.

9             MR. STEWART: Well, Commissioner, once again,  
10    this is not my area, so I'd defer to Paul. I -- I'm not  
11    aware of any. But --

12            MR. BOUDREAU: I'm not either. But then again,  
13    I'm not sure that I've got a sweeping familiarity of it  
14    all.

15            COMMISSIONER GUNN: But it doesn't raise any, --  
16    there's no red flags that are raised right now?

17            MR. STEWART: Not that I can -- I'm aware.

18            MR. BOUDREAU: Not at this point.

19            MR. BECK: We haven't looked at it.

20            COMMISSIONER GUNN: I don't have it either.  
21    There's no bells and whistles going off. I just wanted to  
22    ask the question so I could at least feel a little bit  
23    more comfortable -- comfortable. So --

24            JUDGE WOODRUFF: Is there anyone else in the  
25    room who would like to offer any comments?

1                   MR. BOUDREAU: I might just -- if I might just  
2     make one observation. It was the last -- it was the last  
3     bit of material that Mr. Beck brought up about the  
4     reporting at this front end.

5                   I don't know that on the merits it's  
6     problematic. I would just suggest to the Commission they  
7     give some thought to whether or not appropriate notice of  
8     -- of some proposed change, language changes has been out  
9     there. I mean, I just -- I'm -- just procedurally, I've  
10    got a few concerns?

11                  Like I said, on the merits, it may be nothing  
12    different than -- as he said and that everybody's doing  
13    already. But it's a little problematic to me, at least it  
14    seems a little problematic at this point to go back in and  
15    say, Oh, you know, it would be nice to have some language  
16    change over here as well if that hasn't been vetted.

17                  JUDGE WOODRUFF: And what you're talking about  
18    is the comment about new Section B?

19                  COMMISSIONER GUNN: New section B?

20                  MR. BOUDREAU: The new Section B. Yeah. I'm  
21    sorry. I should have been a little more specific.

22                  JUDGE WOODRUFF: Okay.

23                  MR. BOUDREAU: And it may be perfectly okay. I  
24    mean, maybe there's some case law out there that has  
25    addressed this and -- it's just that -- that was the only



1     thing that Mr. Beck said that I was thinking this seems --  
2     seems a bit odd, at least procedurally, not on the merits.

3                 COMMISSIONER GUNN: We need to make sure it's  
4     not a substantive change that would cause us to have to do  
5     a separate rule-making. I think I'm --

6                 MR. BOUDREAU: I think so.

7                 COMMISSIONER GUNN: I think that's fair.

8                 JUDGE WOODRUFF: Mr. Stewart?

9                 MR. STEWART: For what it's -- for what it's  
10    worth, I can go through from AMEC's perspective and give a  
11    quick response on -- if this would help, on what Mr. Beck  
12    said. First of all, obviously, we're fine with -- with  
13    event, incident, however you want to do it. Our only  
14    point was be consistent.

15                As to putting EFIS back, obviously, the co-ops  
16    are not used to filing with EFIS. But it seems to me as  
17    long as we've got the mail option, we're fine.

18                The -- the five day to ten day, we didn't have a  
19    big problem with five days, but, certainly, we'd support  
20    that. The -- the other two are -- are a little difficult.

21                But the one -- the two that are -- first one  
22    that's the easiest is the word immediate admission to the  
23    hospital. Again, that word that we suggested was simply  
24    to deal with the timing issue. And so maybe another  
25    alternative word that would get us where we were wanting

1 to go that's not using immediate would be timely or  
2 something along those lines. Just throw that out for  
3 possible consideration.

4 As to the issue about the meter reader becoming  
5 aware -- or if a customer service -- one of our customer  
6 service people gets a call, which happens, I'm not quite  
7 sure how to deal with this. And we struggled. In fact,  
8 that's where we came up with proper notice. And competent  
9 source was -- was simply geared to, you know, is it Joe  
10 Blow's cousin at the coffee shop that tells the lineman  
11 who then probably will go report it?

12 But, you know, is that something that starts  
13 triggering a liability on the part to -- to do something?  
14 And credible, I don't know if that's the right -- right  
15 word. Proper just seemed too vague. It would -- from the  
16 Commission's perspective, it seems like maybe they  
17 wouldn't want it that vague because we might play a game  
18 with it.

19 So anyway, the thing that I guess you were  
20 talking -- getting into this vicarious liability or agency  
21 law as to if we do have that lawsuit and if the meter  
22 reader became aware of it, I don't know what the law would  
23 be, but I'm assuming a plaintiff's lawyer would definitely  
24 say, Hey, you became aware of it when the meter reader was  
25 aware of it. You are imputed to have this knowledge. Who

1 knows? But that's certainly there.

2 I -- whatever that law is, it is. The concern I  
3 would have -- and, again, the law may not be good for the  
4 utility perspective. But what about our contract tree  
5 trimmers where we have them going up and down the road  
6 cutting brush and the farmer comes out and says to the  
7 tree trimmer, We've got a problem over here that needs to  
8 be fixed. And the tree trimmer, for whatever, they're not  
9 -- they're independent contractors. Are we required to do  
10 something if they fail to tell us?

11 Right-of-way agents are out there traipsing over  
12 the property. Is that good enough? And I -- I guess -- I  
13 don't know what the best language is. But, you know,  
14 somehow or another, if management -- if the phrase  
15 management is -- is too restrictive, we're back to what  
16 nebulous other word can you use?

17 I -- I do believe -- honestly, and I think Dan  
18 mentioned it, too, if one of our meter readers or one of  
19 our linemen or anyone that's out there gets -- is aware,  
20 nine times out of ten, they're going to report it back up  
21 the chain. So it may be we're just worrying about stuff  
22 that doesn't need to be worried about most of the time.

23 But I -- leaving it wide open to say just any  
24 contact or any verbal communication or whatever, I -- I  
25 don't know how to draft it. We've tried to get to that.

1 And management was our best shot. I appropriate  
2 personnel. I mean, again, then it's maybe too broad.  
3 I don't know. But other than that --

4 COMMISSIONER GUNN: I think it's -- I think it's  
5 -- I understand your concern. But I also think it's  
6 important to recognize that the purpose of this rule is  
7 not to be punitive.

8 MR. STEWART: Exactly. It's --

9 COMMISSIONER GUNN: And -- and when you get that  
10 about what is the purpose the rule -- and the purpose of  
11 the rule, it's really an information gathering rule.  
12 We're not -- and I -- and since we are not -- we are not  
13 asking any -- we don't believe that this would be -- the  
14 admission language, all that stuff, what I'm saying is  
15 we're not -- we're not asking for who's at fault. We're  
16 not even asking for you to make any sort of analysis.

17 We are -- but we're really looking for what  
18 happened. And it's a -- it's an information gathering  
19 process rather than anything else. And I think that I --  
20 that makes -- I get your point, and I think we'll  
21 definitely take a look at it.

22 But I think it's important to recognize that  
23 this is not in any way designed to be punitive or punish  
24 you. It is for us -- because we -- really, once we --  
25 once we get the information, there's really not a whole

1 lot that we do with it.

2 Well, what it avoids is -- is us understanding  
3 that there were things that we may have been able to do to  
4 assist and not have been able to do this or -- or there  
5 are -- there may very well be times when a utility or  
6 co-op would love to have a finding from Missouri Public  
7 Service Commission that this was entirely the customer's  
8 -- on the customer's side of the wire, and in our opinion,  
9 the utility or the co-op did absolutely nothing wrong and  
10 there were absolutely zero safety violations.

11 That -- that may be something that they -- they  
12 want to have. But I'm -- I guess your point -- and I  
13 think we will -- we will definitely take a look at it and  
14 see what we -- what we can do.

15 But I think the purpose of the rule is -- is --  
16 is important. Maybe -- maybe that's something we do is  
17 that we say in the purpose that this -- this -- this rule  
18 is not meant to be punitive or punishing to the -- to the  
19 -- to the utility or co-op. It is merely meant to be an  
20 information gathering tool. Because that's really been  
21 the purpose behind it.

22 I don't know that it's -- that that sort of  
23 change is substantive enough that we would need to start  
24 over again or do it. But I think it certainly would  
25 clarify it so if anybody is taking a look at it, they can

1 say, Well, this rule isn't really doing what anybody is  
2 trying to do.

3 MR. STEWART: Well, honestly, with the addition  
4 in subparagraph 5 about the waiver, if that's in there --

5 COMMISSIONER GUNN: Right.

6 MR. STEWART: -- that pretty much takes care of  
7 the bulk of it. I guess the only other thing would be  
8 it's just -- it's a practical matter. When do our guys  
9 need to deal with it?

10 COMMISSIONER GUNN: Right.

11 MR. STEWART: And, again, I don't -- I don't  
12 know how to better address it than how we've tried to play  
13 with it over the last actual of months.

14 COMMISSIONER GUNN: All right. I think it's a  
15 fair point.

16 MR. STEWART: Yeah. But other than that, I  
17 don't have any other comments.

18 JUDGE WOODRUFF: Anyone else wishing to make a  
19 comment? All right. Well, thank you all for coming. And  
20 with that, we are adjourned.

21 COMMISSIONER GUNN: Thank you.

22 (The proceedings were concluded at 3:05 p.m. on  
23 March 8, 2010.)

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## 1 REPORTER'S CERTIFICATE

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3 STATE OF MISSOURI )  
 )ss.  
4 COUNTY OF OSAGE )

5

6 I, Monnie S. Mealy, Certified Shorthand Reporter,  
7 Certified Court Reporter #0538, and Registered  
8 Professional Reporter, and Notary Public, within and for  
9 the State of Missouri, do hereby certify that I was  
10 personally present at the proceedings as set forth in the  
11 caption sheet hereof; that I then and there took down in  
12 stenotype the proceedings had at said time and was  
13 thereafter transcribed by me, and is fully and accurately  
14 set forth in the preceding pages.

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21 Monnie S. Mealy, CSR, CCR #0539

22 Registered Professional Reporter

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