

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

In the Matter of the Application of)	
Union Electric Company d/b/a)	<u>Case No. ET-2021-0082</u>
Ameren Missouri for Approval of)	Tracking No. YE-2021-0081
Its Surge Protection Program.)	

STAFF MOTION TO LATE FILE ATTACHMENT TO STAFF RECOMMENDATION

COMES NOW the Staff of the Missouri Public Service Commission (Staff), by and through counsel, and for its *Motion to Late File Attachment to Staff Recommendation* states:

In the body of the Staff *Memorandum* attached to *Staff's Recommendation* filed November 10, 2020, Staff indicated that Ameren Missouri's response to Staff's data request 0004 was attached to the document. Inadvertently, that attachment was left off of the filed document. Staff consulted with the parties and Ameren Missouri and the Office of the Public Counsel have indicated that they do not oppose Staff late-filing this attachment.

WHEREFORE, Staff respectfully submits its *Motion to Late File Attachment to Staff Recommendation* in this case; and prays the Commission will grant such relief as is just in the circumstances.

Respectfully submitted,

/s/ Whitney Payne
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by electronic mail, or First Class United States Postal Mail, postage prepaid, on this 12th day of April, 2021, to all counsel of record.

/s/ Whitney Payne

Ameren Missouri's
Response to MPSC Data Request - MPSC
ET-2021-0082

The Application of Union Electric Company d/b/a Ameren Missouri to provide a surge protection program to customers

No.: MPSC 0004

Please describe in detail whether participation would be available to the following described circumstances, and who would be responsible for monthly payments, cancellation payment, if applicable, if and when the device would be removed, and who would receive payout in the event of eligible appliance damage: a) A landlord seeks installation of surge protection on a currently-vacant duplex. Tenants move in and transfer the account to their names. Those tenants move out. b) A landlord seeks installation of surge protection on a currently-vacant duplex. Tenants move in and transfer the account to their names. There is a surge event that damages the landlord-owned furnace and the tenant-owned microwave and dishwasher. c) A landlord seeks installation of surge protection on an occupied duplex. The electric service at that location is in the tenant's name. Those tenants move out. d) A landlord seeks installation of surge protection on an occupied duplex. The electric service at that location is in the tenant's name. There is a surge event that damages the landlord-owned furnace and the tenant-owned microwave and dishwasher. e) A tenant seeks installation of surge protection in a large apartment building. The electric service at that location is in the tenant's name. Those tenants move out. f) A tenant seeks installation of surge protection in a large apartment building. There is a surge event that damages the landlord-owned furnace and the tenant-owned microwave and dishwasher. Sarah Lange (sarah.lange@psc.mo.gov).

RESPONSE

Prepared By: Jared Schneider
Title: Product Development Analyst
Date: 10/20/2020

Regarding the following scenarios, assuming the account holder (landlord or tenant) meet all the criteria for enrollment in the surge protection program, including in the case of a tenant that the tenant has the landlord's permission to install the device:

a) The surge protection program is available to account holders and the name on the account is responsible for the monthly payment and will receive any compensation due for a covered appliance located in the premises. If the landlord enrolls in the program and then cancels his/her

account via transferring to the tenant, the device would be removed and the landlord would be charged a cancellation fee if he/she had not been enrolled in the program for two years.

b) The surge protection program is available to account holders and the name on the account is responsible for the monthly payment and will receive any compensation due for a covered appliance located in the premises. It would be the responsibility of the landlord and tenant to address, in the lease or other agreement among them, the disposition of the funds paid for appliances repaired or replaced under the warranty if one or more of such appliances are not owned by the account holder. Termination of the account that enrolled in the program prior to the expiration of two years after device installation will trigger a cancellation fee.

c) The surge protection program is available to account holders and the name on the account is responsible for the monthly payment and will receive any compensation due for a covered appliance located in the premises. In the scenario posited by this item c), the landlord could not enroll in the program until the tenant moved out and the landlord became the account holder. Termination of the account that enrolled in the program prior to the expiration of two years after device installation will trigger a cancellation fee.

d) See the responses for scenarios b) and c)

e) The tenant could enroll if tenant's apartment is separately metered. As the account holder, the tenant is responsible for the monthly fee and entitled to any compensation due to a covered loss. Termination of the account that enrolled in the program prior to the expiration of two years after device installation will trigger a cancellation fee.

f) See the responses for scenarios b) and e).