

In the Matter of:

THE APPLICATION OF UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI, etc.

ET-2021-0082, VOL. I

April 13, 2021



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BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

Evidentiary Hearing

April 13, 2021

Jefferson City, Missouri

Volume 1

WebEx

In the Matter of the)
Application of Union Electric)
Company d/b/a Ameren Missouri) File No. ET-2021-0082
for Approval of its Surge)
Protection Program)

RON PRIDGIN, Presiding
REGULATORY LAW JUDGE

RYAN A. SILVEY, Chairman,
SCOTT T. RUPP,
MAIDA J. COLEMAN,
JASON R. HOLSMAN,
COMMISSIONERS

REPORTED BY:
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P R O C E E D I N G S

1
2 JUDGE PRIDGIN: Good morning. We are on the
3 record. This is the evidentiary hearing in File No.
4 ET-2021-0082. That's In the Matter of the Application
5 of Union Electric Company d/b/a Ameren Missouri for
6 Approval of Its Surge Protection Program. I'm Ron
7 Pridgin. I'm the Regulatory Law Judge assigned to
8 preside over this hearing. It's being held April 13,
9 2021. The time is 9:03 a.m.

10 We are doing this hearing over WebEx due to
11 the COVID-19 pandemic. I would like to get entries of
12 appearance from counsel, please, beginning with Ameren
13 Missouri.

14 MR. LOWERY: Good morning, Your Honor. I'm
15 Jim Lowery. I represent Ameren Missouri in this case.
16 My contact information is reflected in my entry of
17 appearance filed in the docket.

18 JUDGE PRIDGIN: Mr. Lowery, thank you. Entry
19 of appearance on behalf of Staff, please?

20 MR. LOWERY: Your Honor, I have a co-counsel
21 as well that would like to enter his appearance.

22 JUDGE PRIDGIN: Go ahead.

23 MR. BANKS: Good morning, Your Honor. My name
24 is Eric Kendall Banks. I am co-counsel for Ameren
25 Missouri and my contact information is also indicated in

1 the entry of appearance.

2 JUDGE PRIDGIN: Mr. Banks, thank you. I
3 apologize for moving on too quickly.

4 MR. BANKS: That's okay, Your Honor.

5 JUDGE PRIDGIN: Thank you. Any entry of
6 appearance on behalf of Staff, please?

7 MS. PAYNE: Yes. Whitney Payne on behalf of
8 the Staff of the Missouri Public Service Commission.
9 Our address is 200 Madison Street, Suite 800, Jefferson
10 City, Missouri 65101.

11 JUDGE PRIDGIN: Ms. Payne, thank you. Entry
12 on behalf of the Office of the Public Counsel?

13 MR. WILLIAMS: Nathan Williams appearing on
14 behalf of the Office of the Public Counsel and the
15 public. My address is PO Box 2230, Jefferson City,
16 Missouri 65102.

17 JUDGE PRIDGIN: Mr. Williams, thank you. I
18 believe those are all the parties. Just in case, have I
19 overlooked anyone?

20 All right. I believe we have a pending motion
21 from Ameren on friendly cross. I'm going to take that
22 motion with the case and rule on any objections, if any,
23 as they are raised. I'm not real big on friendly cross.
24 If I think we're crossing into friendly cross, no pun
25 intended, I may sustain any objections that I get; but

1 because I don't think Staff and OPC have exact same
2 perspectives on the case, I'm going to at least allow
3 preliminary questioning; and again if I think we're
4 getting into undue delay or friendly cross, I may
5 sustain any objections on those questions.

6 Is there anything further either from counsel
7 or from the bench before we proceed into opening
8 statements? Hearing nothing. Before opening
9 statements, if I could remind everyone if you don't plan
10 on speaking, please mute your microphone. Otherwise, we
11 run the risk of getting a lot of feedback and it's hard
12 for everyone to hear and especially our court reporter.
13 So unless you're about to speak, please have your
14 microphone on mute. Anything further before opening
15 statements? All right. Hearing nothing, Mr. Lowery or
16 Mr. Banks, whenever you're ready.

17 MR. LOWERY: Thank you, Your Honor. Good
18 morning and may it please the Commission. For a couple
19 of reasons I've been looking forward to presenting this
20 case to you. For starters, the last time I or I think
21 anyone at Ameren Missouri meaningfully participated in a
22 hearing before you was about 13 months ago when I think
23 we had the last in-person hearing that was held before
24 the lockdown started. So it's good to be virtually at
25 least in the hearing room again today, albeit I think we

1 would all rather be together in person, and hopefully
2 that day will come soon.

3 Second, and more importantly, we're excited
4 for the opportunity to let you learn more about the
5 proposed surge protection program, because we believe
6 that the program is a beneficial, low risk way to
7 provide choices to our customers while also providing
8 additional revenues for the benefit of all customers,
9 participants and nonparticipants alike to lower electric
10 service rates.

11 So what will the evidence in this case show?
12 The evidence will show that this is not a complex case.
13 We are proposing a relatively simple, straight-forward
14 surge protection program that's optional that has two
15 primary benefits. The first benefit is for those
16 customers who choose to participate the Company will
17 come to their house, install a device in their meter box
18 that experience has shown will stop all but about five
19 out of every 10,000 instances where an electrical surge
20 would otherwise come through the electric meter and
21 thereby protect all electrical devices plugged into the
22 wall or otherwise wired into the electric system, which
23 is going to be virtually all devices in most homes. And
24 the program will also in the very unlikely event a surge
25 happens and then also the device fails, which is very

1 rare, will also provide warranty coverage from the
2 manufacturer for certain motor driven household
3 appliances.

4 The second benefit of the program is that it
5 would provide incremental revenues in excess of costs in
6 the intermediate and the long term for the benefit of
7 all electric customers. Those revenues will be
8 generated by a \$9.95 per month fee to participants as a
9 program charge. That sum is consistent with similar
10 programs offered by other utilities across the country
11 and importantly it is more than three times the expected
12 cost of operating the program, which provides a high
13 likelihood of having those excess revenues to lower
14 rates for all.

15 Now, it's noteworthy that the other utility
16 programs upon which we modeled this program operate
17 their programs on an unregulated basis. What that means
18 is that their excess revenues are going in the pockets
19 of their shareholders. Ameren Missouri has deliberately
20 proposed this program for operation as a regulated
21 program so that the significant revenues can be an
22 offset to the revenue requirement for all customers and
23 improve affordability for all.

24 So why we are here today in contested hearing?
25 The evidence will reflect that the Staff has come up

1 with a litany of arguments, inept illustrations and
2 greatly overblown criticisms that I think it's fair to
3 say are clearly designed to make the program appear far
4 more complex and risky than it really is. Put another
5 way, the evidence will show that the Staff has
6 completely missed the proverbial forest for the trees
7 and, in fact, I would contend is in the underbrush
8 within the forest and is missing most of the trees as
9 well.

10 Indeed much of Staff's testimony has very
11 little to do with the program that we have actually put
12 before you for approval. In addition, the evidence will
13 show that Staff simply opposes the program based on
14 demonstrably flawed legal conclusions and I would
15 contend outdated and equally flawed philosophical
16 reasons.

17 The primary bases for the opposition in this
18 case is really one of the reasons that this case is
19 really an important one, because a decision to follow
20 the opposition's views on what the law is and what the
21 policy should be is a decision I believe to deprive
22 customers of choices in their electric service that
23 would be convenient and beneficial for them and to
24 deprive nonparticipating customers of the benefit of the
25 revenues that can lower rates for all.

1 Providing regulated programs under your
2 supervision and providing them to only a subset of
3 willing participants is not a novel idea nor is it a
4 novel idea that such programs, costs and revenues along
5 with some level of risk that those revenues might not at
6 times cover all of the cost, that's also not a novel
7 idea.

8 Consider the fact -- Well, let me back up.
9 The evidence in this case is that that risk as to this
10 program is very small. I mentioned the revenues
11 exceeding the costs by more than three times in the
12 expected case. But it's not unusual to have some level
13 of risk for those kinds of programs regulated by the
14 Commission consider that today we successfully operate
15 electric and gas energy efficiency programs, we have a
16 successful community solar program, we have an EV
17 corridor charging program. You recently approved a Pay
18 as you Save program. You approved all of those programs
19 as regulated programs for various policy reasons;
20 promotion of EVs, conservation benefits, support of
21 renewables, but it is the case that those programs don't
22 necessarily pay for themselves. There's some risk that
23 they won't and they may not in certain instances but you
24 approved them anyway. Customers want the programs, they
25 want the choice to select them, and they want the

1 convenience of getting them from their regulated
2 utility. And you have to make the judgment in each of
3 these cases as to what the likelihood is of the program
4 cost exceeding the revenues or vice versa.

5 So let's peel the onion back a little bit more
6 on the opposition to the program. Staff's objection out
7 of the gate, which was reflected in its recommendation
8 filed I think it was last October, was that the surge
9 protection devices themselves could not lawfully be
10 considered, quote, electric plant under 386.020, and
11 that led Staff to claim that the program should and I
12 think, in fact, could not be regulated at all.

13 Basically Staff's position is that unless the
14 service, the program is absolutely essential in the
15 sense that without it your lights won't stay on at your
16 house, you ought not be or you cannot regulate the
17 program even if you believe, even if you conclude that
18 the program is beneficial, it provides appropriate
19 choices and even if you conclude that it will benefit
20 participants and nonparticipants alike. Regardless,
21 Staff's position on this matter is patently at odds with
22 the plain black and white terms of the statutes at
23 issue.

24 The plain black and white definition of
25 electric plant provides that utility property is

1 electric plant if it is, quote, used for or in
2 connection with the furnishing of electricity. The
3 statute doesn't say and never did say that the property
4 must be, quote, used for and be in connection with the
5 act of furnishing electricity. The statute uses the
6 disjunctive or and there's a reason for that. Staff
7 also misstates the law when it claims that if you do
8 approve the program, then somehow you, and by you I mean
9 future Commissions, I think, will be deprived of
10 reviewing the reasonableness of the program charge or
11 the other program terms.

12 To the contrary, this Commission has ongoing
13 jurisdiction over the program terms, program charge, et
14 cetera, just like you would over any other program,
15 which would allow you to change the program charge in a
16 rate case, change the terms, or if there was a complaint
17 and you found that the charge or the terms were unjust
18 and unreasonable, you've got the power to change it.
19 Moreover, and this is something my client probably would
20 rather me not say out loud but I'm going to say it
21 anyway, if the Company is operating a program that's
22 losing money, it's not expected to make money, it's not
23 doing well and were to persist in continuing to operate
24 the program, I would expect that the Company would face
25 prudence disallowance as well and you always have that

1 authority as well.

2 Speaking of prudence, the evidence will show
3 that the Company has so much confidence that approving
4 this program is the right thing to do for its customers
5 that it is affirmatively asking you to condition your
6 approval on a requirement that the Company come back
7 after the program has operated for three full years and
8 provide a financial analysis of the program. In fact, I
9 would suggest that when you impose that condition you
10 specifically indicate that the submittal of that
11 analysis will open a docket, that Staff and OPC are
12 entitled to discovery and hearing in that docket if they
13 want it and that you have the power in that docket to
14 require changes to the program or outright termination
15 of the program if you adjudge after those three years
16 that the program should not continue to be offered.

17 Now, Staff and OPC also claim and in general
18 their positions are closely aligned in this case. They
19 also contend that the program is unduly discriminatory
20 again apparently because it's only offered to a subset.
21 It's offered to everybody, I should correct myself, but
22 it will only likely be participated in by a subset of
23 customers yet the costs and revenues will be reflected
24 in the rates of all customers.

25 Not only is such an overly narrow view of the

1 prohibition on undue discrimination not supported by law
2 or policy, but if that were the law then these other
3 programs that I was talking about that the Company has
4 and I'm sure many other programs from other utilities
5 would also be unduly discriminatory. I would submit to
6 you that it's not good policy for you to have a blanket
7 viewpoint, which is essentially what they're telling
8 you, that if you have programs that only are
9 participated in by a subset but the costs and revenues
10 are reflected in the rates of all that that makes the
11 program unduly discriminatory. That is the kind of
12 things that would tie your hands in future cases, not
13 approving this program here.

14 In addition to rejecting Staff's and OPC's
15 flawed legal and policy arguments, you should also not
16 allow yourself to be distracted by Staff's extremely
17 complicated and convoluted and highly technical
18 analyses. Consider the Staff Witness Lange's rebuttal
19 testimony contains, I believe this is the right number,
20 I counted them, 19 different graphs and charts that
21 purport to have something to do with the program. The
22 fact is that many of those charts and graphs have
23 nothing to do with the program that Ameren Missouri has
24 proposed. There's an entire set of charts arising from
25 a, quote, simplified example, end quote, that Ms. Lange

1 herself states is not intended to depict the program we
2 propose or its design or parameters. There are other
3 charts and graphs that reflect Ms. Lange's conception of
4 a totally different program design that she came up with
5 that also don't have anything to do with our program
6 that we're asking you to approve. While there are some
7 charts and graphs that use our modeling results but with
8 varied assumptions, in most cases those results shown in
9 those charts and graphs just make the overall benefits
10 less positive, not negative, and in the cases where they
11 are negative you have a transient losses on the program
12 during a program ramp-up phase because of start-up costs
13 and getting participants on board that the impact of
14 which never exceeds pennies per customers.

15 Please note that our witnesses' surrebuttal
16 testimony has already addressed the most egregious and
17 obvious flaws in the Staff's analysis, and consequently
18 we do not intend in this hearing to go into the trees
19 and underbrush with the Staff and burden the record with
20 a bunch of questions on these charts and graphs and
21 analysis.

22 Finally, the evidence will show that the
23 Company has provided detailed information line by line,
24 category by category on the costs and expected revenues
25 in this program at varying participation levels. It

1 will show that we conservatively modeled those analyses
2 and it will show that even in our worst-case scenario
3 where we only are able after five years to get 2 percent
4 of the eligible customers to participate the program is
5 still beneficial for nonparticipants on both a net
6 present value and nominal basis.

7 That same evidence will show that imagine a
8 case where we operate the program for that three-year
9 period before we come back. Imagine a case where we
10 don't get a single customer to sign up. The maximum
11 amount of cost based on our projections of the cost,
12 which we think we have a very good handle on, that we
13 would incur would be about \$2.8 million not per year but
14 over three years. That's about 300ths of 1 percent of
15 our revenue requirement, if I did my math right, and
16 customers would likely bear less than that because of
17 regulatory lag and rate case timing, shareholders would
18 likely bear some of it.

19 We respectfully submit that such a small and
20 unrealistic risk actually is obviously worth taking
21 given that our expected benefits over the 20 years
22 period that we looked at for nonparticipants are more
23 than \$47 million coupled with the convenience and the
24 choice that the program would give our customers.

25 I encourage you to ask our witnesses questions

1 this morning. That's what they're here for. They're
2 here to answer your questions and clear up your
3 understanding of the program to the extent you need it.
4 I appreciate very much your time, your patience and
5 attention this morning. If I can answer any questions
6 at this time, I'd be happy to do so. Thank you very
7 much.

8 JUDGE PRIDGIN: Mr. Lowery, thank you. Any
9 bench questions before we move on to an opening from
10 Staff?

11 CHAIRMAN SILVEY: Thank you, Judge. This is
12 Commissioner Silvey. I have a couple of questions.

13 JUDGE PRIDGIN: Certainly.

14 CHAIRMAN SILVEY: Thank you. So could Ameren
15 offer this program right now through one of its
16 affiliates?

17 MR. LOWERY: I believe, Your Honor, that
18 Ameren could choose to offer this program as an
19 unregulated program, if that is the question.

20 CHAIRMAN SILVEY: Would they need any waivers
21 from Commission rules or anything to do so?

22 MR. LOWERY: I believe it could be offered in
23 a way that a waiver of any rule would be unnecessary. I
24 haven't thought about it, because that's not the program
25 that we're proposing to offer, and I don't believe we

1 would offer it in that way. In fact, I'm quite sure we
2 wouldn't. But I believe off the top of my head that it
3 could certainly be offered. There wouldn't be any rules
4 that would be implicated that a waiver would be required
5 from.

6 CHAIRMAN SILVEY: Okay. And I have some
7 questions about the causes of surges and the cost of the
8 devices. So which one of your witnesses should I direct
9 those questions to?

10 MR. LOWERY: I think that Mr. Schneider would
11 be the best witness to answer those questions.

12 CHAIRMAN SILVEY: Okay. Thank you, Judge.

13 MR. LOWERY: Thank you.

14 COMMISSIONER RUPP: Judge, this is
15 Commissioner Rupp. I have a couple questions.

16 JUDGE PRIDGIN: Yes, sir, when you're ready.

17 COMMISSIONER RUPP: Great. Thanks. Great to
18 see you guys.

19 MR. LOWERY: Good to see you, Commissioner.

20 COMMISSIONER RUPP: In your opening you
21 touched on something that I wanted a little more
22 clarification on is if no one were to enroll in this
23 program, you stated the max cost would be about 2.8
24 million over three years which is 300ths of a percent of
25 your revenues. What does that mean to rates? Have you

1 done that calculation or did I not see it in the
2 testimony? Point to where it is. If no one signs up,
3 what is the impact on ratepayers as far as a rate?

4 MR. LOWERY: Your Honor, I certainly haven't
5 done that calculation. I don't think we presented that
6 in our testimony, but Mr. Wills I'm sure could give you
7 a reasonable approximation of it if you want to ask him
8 about that. He's the guy that takes the revenue
9 requirement and spreads it across billing units and he
10 has a good understanding of -- I know it would be almost
11 imperceptible because 300ths of 1 percent of the revenue
12 requirement is pretty darn small, but I think Mr. Wills
13 could answer your question much better than I can.

14 COMMISSIONER RUPP: Okay. Great. And
15 Mr. Wills, when you're listening, I don't need an exact.
16 I'm anticipating it's rather very, very small, but I
17 wanted to try to understand that on the rate side.

18 Let me ask this other question along the same
19 lines that if no one was enrolled was anyone harmed. In
20 the past we've seen programs offered by your Company
21 that did not get an enrollment. I think there was a
22 time of use rate from a decade or more long ago I don't
23 think anyone used. I think there was an economic
24 development tariff in the St. Louis region that I don't
25 think anybody ever used. And were those -- Were

1 ratepayers harmed by the lack of enrollment in those
2 past programs?

3 MR. LOWERY: I'll take a shot at it,
4 Commissioner. The time of use pilot that you referred
5 to, and you're right it didn't have a lot of
6 participants, I happened to be one of them but it didn't
7 have a lot. I think it had about 8 or 900. Mr. Wills
8 can -- I think he knows off the top of his head. I
9 don't think there was any harm because, you know, having
10 a tariff, and I don't think it was actively marketed so
11 I don't think there was any really marketing, so I can't
12 see how there would be harm because I don't think there
13 was any material costs incurred in even offering that
14 time of use rate. In terms of the economic development,
15 again, we didn't -- I don't believe we had an
16 incremental economic development employees or we did
17 incremental marketing or anything because we had that
18 particular tariff that you're talking about. So I don't
19 believe there's been any harm. I will say we have
20 current new economic development tariffs I think with
21 which you're familiar and we are having very good
22 success because we were able to offer parameters that
23 were actually attractive to customers which I think
24 under the old program we really weren't able to do that.
25 But I don't believe there was any material harm, and

1 again Mr. Wills probably could give you a little better
2 answer than I can on those.

3 COMMISSIONER RUPP: Okay. I'm just trying to
4 wrap my head around the offering of an additional option
5 for consumers and who is going to participate and who is
6 not and, you know, where there's potential harm versus
7 potential benefit in trying to look at it from that
8 aspect. So I'll address Mr. Wills.

9 MR. LOWERY: Commissioner, if I may. I mean,
10 if you think about energy efficiency programs, community
11 solar, the EV corridor charging program, those kinds of
12 things, I mean, those have subsets of participants.
13 They may very well not pay for themselves all of the
14 time. If you might remember, and I know you
15 participated in this case in the EV charging case, I
16 believe the evidence in that case was that the
17 electricity sales from the charging stations, they were
18 not going to pay for the program costs and, in fact,
19 Geoff Marke of OPC said that the Company ought to have a
20 hold harmless agreement because it might be that the
21 additional electricity sales for more EVs on the road
22 might also not pay and you, in fact, declined to adopt
23 that hold harmless because, yes, there was some risk it
24 might not pay for itself and only some people would get
25 the incentives but you deemed it to be worthy. The risk

1 was small enough and you deemed it to be worthy to
2 approve it. So that's an example and there are others.
3 I think all the programs I mentioned are examples of
4 exactly the kind of thing we're talking about here.

5 COMMISSIONER RUPP: Great. Thank you. That's
6 all I had right now. Thank you.

7 COMMISSIONER HOLSMAN: Judge, this is
8 Commissioner Holsman. I have a question.

9 JUDGE PRIDGIN: Yes, sir, go ahead.

10 COMMISSIONER HOLSMAN: Thank you. Appreciate
11 you being here this morning. So one of the questions I
12 want to talk about the equipment. You may not be -- You
13 said Mr. Schneider may be the person to ask those
14 questions to; is that correct?

15 MR. LOWERY: Yes. Good to see you,
16 Commissioner, yes. I think I certainly can't answer
17 intelligently any questions about the equipment except I
18 do know the device failure rate is, you know, about 5
19 out of every 10,000 times.

20 COMMISSIONER HOLSMAN: Okay. And then can you
21 tell me when -- what other programs Ameren runs where
22 they act as an insurance policy, because my
23 understanding is that part of this cost, the \$10 a
24 month, you're going to insure a subset of appliances
25 inside the home, and I'd like to have some questions

1 about which of those appliances are qualified and which
2 ones are exempted out and then what other programs do
3 you operate where you're actually providing some form of
4 insurance and how does that work.

5 MR. LOWERY: So Commissioner, I don't believe
6 to my knowledge that there are any other programs where
7 there is a warranty standing behind some product or
8 service. Let me just clarify, Ameren Missouri isn't
9 asking the customers, isn't going to have any cost,
10 isn't providing the warranty. The manufacturer of the
11 device provides the warranty. And the coverage will be
12 according to that manufacturer's warranty. So the
13 primary service that we're providing is we're providing
14 the service, we're installing the device, and the device
15 will provide protection for all electrical devices
16 plugged into the electric system or connected to the
17 electric system like your HVAC unit whether or not the
18 warranty would cover that device if you actually had a
19 surge and then you actually had a claim under the
20 manufacturer's warranty. But to directly answer your
21 question, I think that aspect of this where there is a
22 manufacturer's warranty backing up the equipment being
23 used in the program for the benefit of the participants
24 in the program, I don't believe there's any other
25 program like that that we have.

1 COMMISSIONER HOLSMAN: When you say
2 manufacturer's warranty, are you saying warranty for the
3 surge protection device or are you saying warranty for,
4 say, the stove top?

5 MR. LOWERY: It's warranty for the stove top.
6 So the device provides warranty -- so it really is --
7 It's really a warranty might be a misnomer. It's a
8 warranty against the device failing and damaging those
9 covered appliances. But if the device fails and your
10 stove is destroyed, then there is coverage from the
11 manufacturer for your stove.

12 COMMISSIONER HOLSMAN: So then the ratepayer
13 would have to seek out remedy from the brand that sold
14 them or from the, you know, Samsung or whatever the
15 appliance happened to come from, that's where they would
16 get remedy if the surge protection fails, then am I
17 understanding that correctly that it would trigger the
18 already preexisting warranty from the appliance from the
19 manufacturer and it's because you have the surge
20 protection on there. I'm kind of -- I'm trying to track
21 as to the process by which, you know, a failure occurs
22 how does the ratepayer then get restitution.

23 MR. LOWERY: Yeah, I'm probably not doing a
24 good job of explaining it. Let me try again. What
25 would happen is the participating customer would call a

1 dedicated call center that will be run by a third-party
2 administrator that the Company will hire. That
3 third-party administrator will then assist them in
4 administering their claim with the surge protection
5 device manufacturer, not Samsung, not GE or whoever
6 manufactured their stove in that example, and the surge
7 protection manufacturer under the limits and liability
8 that are listed in the tariff and they match what's in
9 that surge protection manufacturer's warranty, the surge
10 protection device manufacturer will be liable to that
11 customer for the appropriate amount for a valid claim
12 because of failure of the device.

13 COMMISSIONER HOLSMAN: Will any of the revenue
14 that's generated from the \$10 a month surcharge that
15 you're putting on there be in reserve to pay for those
16 warranty remedies or is the surge protection company
17 responsible for replacement and cost?

18 MR. LOWERY: The surge protection company is
19 completely, is entirely and solely responsible for
20 paying those claims. That 9.95 a month will just be
21 reflected in our revenue requirement and once a rate --
22 when rates case happen, you build in a normalized level
23 of cost and revenues, then if the revenues exceed the
24 costs, which is what we expect to happen and what our
25 analysis show will happen, then the effect of that will

1 be to lower rates for all customers. None of that goes
2 to the manufacturer of the device.

3 COMMISSIONER HOLSMAN: How long does the
4 surcharge remain in place? If a customer signs up for
5 this and they agree to pay \$10 a month, how long does
6 that, you know, stay?

7 MR. LOWERY: As long as they participate.
8 They are paying for the protection provided by the
9 device, and they also as an ancillary additional benefit
10 from the protection the device is providing, they are
11 getting this warranty coverage from the manufacturer.

12 COMMISSIONER HOLSMAN: And what do we have the
13 device priced at right now?

14 MR. LOWERY: Well, the device isn't priced per
15 se, but Mr. Schneider can get into this more, but I
16 believe we will pay the manufacturer about \$70 for each
17 device and it depends on how many installations there
18 are in a year because a third-party administrator is
19 going to do the installations. If we have more
20 participants, they can spread their labor costs over
21 more installations, but I believe in the expected case
22 the installation costs are about \$45 per device. Our
23 cost, pay the manufacturer to buy the device, pay the
24 administrator to install it, in our expected case, I
25 believe is about \$115 installed.

1 COMMISSIONER HOLSMAN: So then the ratepayer
2 would expect to pay about \$120 a year for the program.
3 So after the first year, your installation and product
4 costs are going to be recovered?

5 MR. LOWERY: They've been covered but what
6 they're paying for is not a device itself. What they're
7 paying for is the protection provided for. If it were
8 to fail, we'd go out and we would have to replace it.
9 They're paying for that service. They're not actually
10 buying the device. It's going to be our device and our
11 meter box.

12 COMMISSIONER HOLSMAN: But then none of that
13 revenue goes towards the third-party device company so
14 in year three the device company is still warranting a
15 product that they're not seeing any of that revenue on;
16 is that my understanding? So the Company continues to
17 garner that \$120 a year but the third-party warranty or
18 third-party surge protection device company is still on
19 the hook for if a failure happens?

20 MR. LOWERY: The device manufacturer is on the
21 hook if a failure happens over the 15 years following
22 the installation of that device. And if let's say,
23 let's say you participated, Commissioner, for 15 years,
24 we're going to go out there and take that device off and
25 put a brand new one on after 15 years if you want to

1 continue to participate and you'll have a new -- the
2 clock will start again on a new manufacturer liability
3 for claims if that device fails and damages the covered
4 appliances.

5 COMMISSIONER HOLSMAN: I'm just trying to work
6 the math out. The devices must have almost a zero
7 failure rate. How can you -- If you're the third-party
8 company and you're getting \$70 for the cost of the
9 device and then the company is installing it for \$40 and
10 that's all I got was the one time 70 and I don't get any
11 of the revenue generated from the \$10 a month, then
12 where is the revenue coming from to cover the warranty
13 if a failure happens? I've got to believe that the only
14 way this works is that failure doesn't happen very
15 frequently.

16 MR. LOWERY: I believe that's absolutely
17 correct. So if you sell 10,000 devices at \$70 a device,
18 you get \$700,000 of revenue but you only have 5 failures
19 out of every 10,000 instances, then I think the
20 manufacturer fully expects that that revenue to more
21 than cover the warranty claims that they would pay over
22 the life of that device. 5 out of every 10,000, that's
23 the failure rate. So you're right, failures are rare,
24 that is true.

25 COMMISSIONER HOLSMAN: I'll have more

1 questions about the actual device itself and how it
2 compares to just on the market products that you can use
3 on the other side of the meter on the ratepayer side of
4 the meter. I'll hold those questions for Mr. Schneider.

5 MR. LOWERY: Thank you, Commissioner.

6 COMMISSIONER HOLSMAN: Thank you, Judge.

7 JUDGE PRIDGIN: Thank you, Commissioner
8 Holsman.

9 CHAIRMAN SILVEY: Judge, this is Commissioner
10 Silvey. I'd like to ask a follow up, if you don't mind.

11 JUDGE PRIDGIN: Absolutely.

12 CHAIRMAN SILVEY: Thank you. So based on
13 Commissioner Holsman's questions, so you're paying \$120
14 a year as a consumer for this. The Company's costs are
15 recouped after about the first year. If I as a consumer
16 stop paying, if I opt out of the program let's say in
17 the second year when I've already paid for the cost of
18 the device essentially and the installation, does
19 someone come remove the device or?

20 MR. LOWERY: Yes, Commissioner. If a
21 participant stops participating, we come and remove that
22 device. It is retired and taken out of service. We
23 don't take a device that's been on for a year or two or
24 five or whatever and then move that over to some new
25 participant's residence, because each new participant

1 gets a new device that has an expected life of 15 years
2 and that warranty coverage for 15 years.

3 CHAIRMAN SILVEY: So are there options in the
4 market for the consumer to do this directly because as
5 Commissioner Holsman pointed out, the math doesn't seem
6 to be on the consumer side on this.

7 MR. LOWERY: Mr. Schneider can address this
8 better than I can probably, but we don't believe there
9 is any product on the market that is exactly the same as
10 this product. Some of the differences are all the
11 consumer has to do is sign up. We take care of the
12 installation. We don't have to go in their house. They
13 don't have to go hire an electrician, figure out if they
14 get a competent electrician, hire them, bring them to
15 their house, let them in. If that device were to fail
16 that they might buy somewhere else, then they're
17 responsible to then have somebody come back and replace
18 it or repair it. They don't have to do any of those
19 things. Our program, we're offering a service. We're
20 not offering so much a product per se, a physical
21 product. It's going to be our product, but we are
22 offering a convenient service for them of getting this
23 program from the regulated utility and getting it in a
24 very convenient way. We believe our service is
25 different than they can get anywhere else.

1 CHAIRMAN SILVEY: So over 15 years you would
2 pay \$1,800 for the service and you believe that that's
3 good for the consumer to pay \$1,800 for a \$70 device and
4 maintenance?

5 MR. LOWERY: We believe that some customers
6 will find that valuable and some significant number of
7 customers. There's a number of programs across the
8 country using these same devices, same -- essentially
9 the same program design, essentially the same charges
10 and customers, a significant number of customers, not a
11 50 percent of the customer base at all, but a
12 significant number of customers find that to be a
13 valuable and beneficial service. They don't want to pay
14 a lump sum. They don't want to hire an electrician.
15 They don't want to have to worry about it. They want
16 this protection for their electrical devices in their
17 homes. They sign up, they pay the ten bucks a month on
18 their electric bill, they don't have to worry about it
19 and they know they have the protection. So we do
20 believe that it brings value to some customers and if a
21 customer doesn't think it brings value, then, of course,
22 they wouldn't sign up, they don't have to sign up.

23 CHAIRMAN SILVEY: So does this device protect
24 against lightning?

25 MR. LOWERY: If lightning causes a surge to

1 come through the electric meter, then yes, it does. And
2 keep in mind that most -- If you think about your own
3 home, most things that are powered by electricity that
4 are in your home are very likely plugged into your wall
5 or wired into your electric system. If a lightning
6 strike causes a surge to come through the meter, which
7 then means it goes through the electric system in your
8 house, then yes, it protects against those surges.

9 CHAIRMAN SILVEY: Is that the primary purpose
10 to protect against lightning or is the primary purpose
11 to protect against surges from the Company?

12 MR. LOWERY: I don't think the primary purpose
13 is to protect against surges from the Company, because I
14 don't think we think we cause a lot of surges, but
15 lightning or other causes, whatever the cause of the
16 surge, the primary purpose of the program is to stop
17 those surges from happening at the meter. That's the
18 primary purpose.

19 CHAIRMAN SILVEY: Your answer was very
20 specific on my previous question. So are there surges
21 that do not go through the meter?

22 MR. LOWERY: There are other pathways by which
23 a surge can get in the house. So if you have a cable TV
24 line, you could get a surge through that line or a
25 telephone line. A lot of us don't have land lines any

1 more, but a surge could come through that. I suppose
2 obviously a surge can strike your house directly or
3 lightning, for example, can strike your house directly.
4 So yes, there are other pathways by which a surge could
5 come in the home and cause damage.

6 CHAIRMAN SILVEY: Okay. Thank you, Judge. No
7 further questions at this time.

8 COMMISSIONER RUPP: Hey, Judge, this is
9 Commissioner Rupp. If none of the other Commissioners
10 have questions, I have a follow up.

11 JUDGE PRIDGIN: When you're ready, sir.

12 COMMISSIONER RUPP: Great. So kind of
13 following up on Commissioner Holsman's line of
14 questioning. The Company is not offering insurance or a
15 warranty program. The Company is basically being an
16 intermediary to introduce an optional product to
17 customers and all of the risk is on the manufacturer of
18 the surge protector and the Company is getting excess
19 revenue off of that introduction between the customer
20 and the third party in using that to potentially lower
21 rates for all customers. Am I understanding that's how
22 you're proposing this?

23 MR. LOWERY: You are. And then the
24 participants are getting the benefit of the protection
25 from the device.

1 COMMISSIONER RUPP: Okay. So it's not really
2 that Ameren is becoming an insurance company or offering
3 a policy; you're just -- you're connecting -- you're
4 sensing that there is a need or there is a desire on
5 your customer's part and you're bringing an option to
6 customers of whether or not they want to proceed. So
7 the amount of risk is not being bore by the Company.
8 The risk is -- other than the administration cost of
9 this, the risk is borne by the manufacturer of the
10 device?

11 MR. LOWERY: You understand it correctly, yes,
12 Commissioner.

13 COMMISSIONER RUPP: Very good. Along those
14 lines, the value that the customer sees is, not all
15 customers, but I'm making the assumption the value the
16 customer would see is not in the device itself but in
17 the peace of mind that I am protected from a loss that I
18 don't have the cash for and they're making that choice
19 of paying a few dollars per month to avoid an expensive
20 repair or something in the future and that is how most
21 of these types of products, the value proposition tends
22 to work. Am I understanding that is how you see it as
23 well?

24 MR. LOWERY: You understand it correctly, yes.

25 COMMISSIONER RUPP: Okay. All right. So from

1 the Company's standpoint, this is a value-added service
2 you're providing to customers if they choose to
3 participate and instead of having it nonregulated and
4 taking the excess revenue for shareholders, you want to
5 offer that as a potential to lower cost for those for
6 all ratepayers, those that do and do not participate?

7 MR. LOWERY: That is correct.

8 COMMISSIONER RUPP: Okay. Great. Thank you.
9 I do have a lot of other questions to follow on
10 Commissioner Silvey's point on the types of surges, the
11 role that lightning plays and stuff, and who is the best
12 witness to ask those to?

13 MR. LOWERY: Mr. Schneider would be the best
14 witness to ask those questions.

15 COMMISSIONER RUPP: Great. Thank you, Judge.
16 That's all I had.

17 JUDGE PRIDGIN: Commissioner Rupp, thank you.
18 Anything further from the bench before we move on to
19 Staff's opening?

20 COMMISSIONER COLEMAN: Yes. This is
21 Commissioner Coleman. I have a question.

22 JUDGE PRIDGIN: Commissioner Coleman, when
23 you're ready, ma'am.

24 COMMISSIONER COLEMAN: Okay. So as to Ameren,
25 has this idea been tested anywhere or did I miss that in

1 your statement earlier?

2 MR. LOWERY: Good morning, Commissioner. Good
3 to see you.

4 COMMISSIONER COLEMAN: Good morning.

5 MR. LOWERY: We specifically looked at four
6 other programs: Florida Power & Light, Duke, Georgia
7 Power and Evergy has a program that are very similar in
8 design and function and in three of the four cases very
9 similar in terms of their program charge. One is a
10 little higher. Two I think are the same. One is lower.
11 But also we think has some different coverage levels.
12 But those programs -- The answer is yes, and some of
13 those programs have been operating for 20 or 30 years.
14 And you get participation rates in those programs that
15 run from 3 to 5 to 8 percent, 9 percent or so of the
16 eligible customer base. And when we did our analysis,
17 we conservatively looked at three cases, a worst case
18 that had 2 percent of our customer base after five years
19 participating, 5 percent after five years in an expected
20 case, which is less than we've seen in some other
21 benchmarking, and 8 percent in a best case. Yes, the
22 answer to the question is yes, there is a subset of
23 customers that utilities that have offered these that do
24 value the protection the device gives and then the
25 additional manufacturer's warranty coverage that the

1 manufacturer provides in the unlikely event of damage
2 value paying roughly what we're charging over a long
3 period of time. And just like we pay the \$70 for the
4 device, we would expect they're paying something similar
5 to that as well. We've modeled this after similar
6 programs. The difference, and it is a difference and we
7 think it's an important difference, is we're proposing
8 to give those excess revenues back to our customers
9 instead of keeping them for shareholders to try to
10 promote affordability of rates.

11 COMMISSIONER COLEMAN: All right. Thank you.
12 That answers my question. Thank you, Judge.

13 JUDGE PRIDGIN: Commissioner, thank you.
14 Anything further from the bench before we move on to
15 Staff's opening statement? All right. Hearing nothing,
16 Mr. Lowery, thank you.

17 Ms. Payne, when you're ready, ma'am.

18 MS. PAYNE: Thank you, Judge. May it please
19 the Commission. To be clear, Staff is not intending to
20 discourage Ameren Missouri to offer this program on an
21 unregulated basis. However, as counsel for Ameren
22 Missouri has just reaffirmed, it does not want to offer
23 this program on an unregulated basis. It only wants to
24 do so through its Commission-promulgated tariffs. So
25 without incorporating the customer protections that

1 Staff recommended in its rebuttal testimony, Staff
2 remains concerned about how this program is actually
3 going to affect Ameren Missouri's customers.

4 Now, Ameren Missouri has portrayed that its
5 customers want a surge protection program with this
6 warranty and insurance and that they want it to be
7 provided by Ameren Missouri and not to obtain it
8 themselves. It also portrays that this program is going
9 to be good for customer affordability. However, there's
10 a multitude of ways that Ameren Missouri could be
11 achieving customer affordability outside of offering a
12 voluntary program such as this.

13 The rate treatment of the program that's been
14 advocated here is designed to collect from the general
15 body of ratepayers and any revenue deficiency that may
16 exist in subscriber revenues as compared to the amount
17 of total capital and expense that the program costs
18 incurred by Ameren Missouri customers whether or not
19 they participate with the hope that over the years all
20 of the customers will be better off because Ameren
21 Missouri has priced this program well above the
22 estimates of the revenue requirement of providing this
23 optional surge protection service.

24 What Ameren Missouri does not describe in its
25 direct case is exactly how this optional program falls

1 under the Commission's jurisdiction. And if it is under
2 the Commission's jurisdiction, what should the
3 Commission do about the unregulated surge protection
4 programs currently offered by Evergy Metro, Evergy West
5 or Liberty-Empire. Staff has expressed concerns about
6 the lack of customer education and the proposed
7 accounting treatments that Ameren Missouri has poorly
8 described in this program and if it does proceed to
9 offer this unregulated surge protection program like
10 other electric utilities in Missouri have been doing for
11 some time.

12 As proposed, the surge protection program
13 would offer customers the opportunity to purchase this
14 surge protection collar device, although as it's been
15 pointed out they aren't actually purchasing the device,
16 they're just paying a rental fee on it. But the cost of
17 that device would be recorded in Ameren Missouri's
18 regulated rate base and its income statement. Under the
19 proposal, Ameren Missouri would be entitled to recover
20 any deficiency in the program revenues received from the
21 subscribing customers compared to the total costs of the
22 program in each of its general rate cases.

23 Ameren Missouri also keeps any of the
24 incremental revenues received above the level of program
25 revenues assumed in its current base rates until its

1 next general rate case. Now, the cost of the surge
2 protection program will also include depreciation on the
3 devices, property taxes, insurance, as well as Ameren
4 Missouri's third-party costs related to the device
5 warranty.

6 Now, curiously Ameren Missouri includes a
7 termination fee as a participant rate component. And
8 while they testify that the fee is designed to recover
9 from subscribing customers the capital costs associated
10 with the device, it also proposes incorporating that
11 termination fee revenue as a miscellaneous revenue, not
12 as an offset to the rate base for the devices that are
13 retired.

14 Despite the fact that electrical surges impact
15 customer homes, electronics and appliances can arise
16 from a variety of sources both inside and outside the
17 home, the surge protection device proposed for this
18 program will only protect against surges that come from
19 outside the home and which enter through the electrical
20 service. While lightning strikes are one of the leading
21 causes of electrical surges, it is important to note
22 that the collar device associated with this program is
23 incapable of protecting against surges that occur from
24 lightning strikes on the home or property.

25 The device will only be capable by Ameren's

1 own admission of protecting against surges that occur
2 from lightning strikes to Ameren Missouri's own
3 equipment. The collars are designed to help prevent
4 electrical surges from entering the customer's home, but
5 the benefits to participants arising under the program
6 are largely derived from the limited manufacturer's
7 warranty provided by this third party and which is not
8 under the Commission's jurisdiction and which only
9 includes motor driven appliances that does eliminate
10 several items from coverage.

11 Staff would encourage the Commission to ask
12 questions about lightning strikes of its witness Alan
13 Bax. It would also encourage the Commission to ask more
14 about what exactly the warranty would require from Mr.
15 Bax. Now, EV charging devices, solar equipment,
16 televisions and other electronics are not going to be
17 covered under that proposed warranty that's associated
18 with the program. And financial protection is available
19 only after what Ameren Missouri has referred to as a
20 licensed technician confirms at the customer's expense
21 by Staff's understanding that the damage was caused by
22 an electrical surge of the type that is covered under
23 the program's warranty.

24 Ms. Coffey can also talk more about the
25 warranty and how it compares to other programs that are

1 offered both in Missouri and around the country that
2 Ameren has referred to as looking at to design this
3 program. Also, questions and concerns about the
4 customer education and program design can be addressed
5 to Mr. Bax and Ms. Coffey.

6 The first issue really to resolve in this case
7 is whether the program is properly subject to the
8 Commission's jurisdiction. There are several legal
9 barriers to Commission regulation. Statutory provision
10 386.250 grants the Commission jurisdiction over the
11 manufacture, distribution and sale of electricity, none
12 of which are occurring in this program. If the devices
13 are necessary for the provision of safe and adequate
14 service, then they should not be installed pursuant to
15 an optional program. They would actually already be
16 required pursuant to the Commission's Rule 20 CSR
17 4240-10.030(23). That subsection requires Ameren
18 Missouri to operate its system in such a manner so as to
19 maintain voltages within a practicable tolerance while
20 not holding the utility responsible for causes beyond
21 its control.

22 However, neither the surge protection collar
23 devices are properly included in Ameren Missouri's
24 regular rate base, nor are the warranties associated
25 with them includable in the regulated revenue

1 requirement and that neither of them actually meets the
2 statutory definition of electric plant under Section
3 386.020(14). This determination can be distinguished
4 from the decision handed down by the Western District in
5 the recent KCP&L case, In the Matter of KCP&L's Request
6 for a General Rate Increase vs. the Missouri Public
7 Service Commission and MECG, because the electrical
8 vehicle charging station customers in that case were
9 said to be purchasing nothing from KCP&L but
10 electricity. I can also provide that citation for the
11 Commission as well.

12 However, here the participating customer is
13 paying for the Company to execute a program, including a
14 surge protection collar, and that purchase is entirely
15 separate from the customer's electricity rate or their
16 purchase of energy. To be clear, though, even if the
17 collar is found to constitute electric plant by the
18 Commission, the same Western District opinion clarifies
19 that the Commission has the authority to review the
20 prudence of a utility's activities and it can disapprove
21 expenditures before they occur and specify through rates
22 that cost of particular activities can be borne by
23 particular classes of ratepayers.

24 This Commission is charged with setting rates
25 that are just and reasonable while not being unduly

1 discriminatory. It would seem proper that it would only
2 charge participating customers the costs of this
3 voluntary program.

4 Another legal barrier to the Ameren Missouri
5 design of the program, even if the Commission does find
6 that it is able to regulate this program, is that Ameren
7 Missouri plans to deprive this Commission and future
8 Commissions of the ability to adjust the rates charged
9 under the program for the life of the program. There's
10 no current authority for the Commission to set aside
11 rates as unreviewable in future cases.

12 Staff would encourage the Commission to talk
13 to Staff's witness Ms. Lange and discuss further the
14 concerns under that. This proposed program's design
15 also has flaws as outlined in Staff's Report and in its
16 testimony. The development of the rates far in excess
17 of Ameren Missouri's analysis of lifetime costs are
18 particularly concerning. Staff recognizes that any
19 program offered by a utility that seeks to recoup the
20 costs of investment will inherently have risk. However,
21 in this proposal the real concern is that the risk falls
22 on nonparticipating ratepayers and it overcharges the
23 participants themselves in an unduly discriminatory
24 manner.

25 Staff has offered alternative designs and

1 accounting treatments that would reduce the risk to
2 nonparticipants and it would improve the program
3 affordability for the participants themselves.
4 Questions related to the program design, alternative
5 design and the regulatory treatment could be addressed
6 by Staff's witnesses Ms. Ferguson and Ms. Lange.

7 To be clear, Staff is not trying to tell
8 Ameren Missouri that they cannot offer this program and,
9 in fact, we have tried to offer other alternatives and
10 things that we believe would make this program stronger.
11 However, Staff is charged with doing its most thorough
12 analysis and which it has done in this and it feels that
13 there is a lot of concerns that would shift risk not
14 only to the customers that are actually participating in
15 the program but to nonparticipating customers who don't
16 even have the option of choosing whether or not the
17 utility is going to participate in this program.

18 Staff would say that ingenuity and creativity
19 are wonderful things. They can certainly benefit the
20 utility customers, but the utility's interest in
21 offering a program does not in and of itself provide
22 benefits to customers that offset the costs that Staff
23 has identified in this case and it cannot create
24 jurisdiction where the Commission's enabling statutes
25 did not. Thank you. And I'm happy to take any

1 questions.

2 JUDGE PRIDGIN: Ms. Payne, thank you. Let me
3 see if we have any bench questions. Mr. Chairman?

4 CHAIRMAN SILVEY: No questions at this time.
5 Thank you, Judge.

6 JUDGE PRIDGIN: Thank you. Commissioner Rupp?
7 Commissioner Rupp, any questions?

8 COMMISSIONER COLEMAN: No questions.

9 JUDGE PRIDGIN: Thank you. Commissioner
10 Coleman, any questions? Commissioner Holsman, any
11 questions?

12 COMMISSIONER HOLSMAN: Just one briefly,
13 Judge. Thank you.

14 JUDGE PRIDGIN: Certainly.

15 COMMISSIONER HOLSMAN: How often when a surge
16 occurs is it the responsibility of the Company for that
17 surge happening? Do we have information on the
18 frequency in which surges happen that the Company is
19 responsible for?

20 MS. PAYNE: I personally do not have the data
21 for how often a company has been responsible for surges,
22 but certainly under our rules that I cited in the
23 opening they are required up to a certain voltage to
24 ensure that surges are not occurring on the line to
25 damage customer equipment. I'm happy to provide more

1 information.

2 COMMISSIONER HOLSMAN: Thank you.

3 MS. PAYNE: Sure.

4 COMMISSIONER HOLSMAN: Thank you, Judge. No
5 questions.

6 JUDGE PRIDGIN: All right. Thank you.
7 Anything further from the bench before we go on to
8 Public Counsel's opening? All right. Hearing nothing.
9 Ms. Payne, thank you. Mr. Williams, when you're ready.

10 MR. WILLIAMS: May it please the Commission.
11 My name is Nathan Williams, and I'm here representing
12 the Office of the Public Counsel and the public. The
13 Office of the Public Counsel disagrees with Staff
14 regarding the legality of using collars in this program.
15 The Commission does have control over quality of service
16 and the collars will provide some assurance of less
17 surge on lines reaching end users if they are put on to
18 the -- included as part of the Company's facilities that
19 are used to serve those customers. Therefore, if so
20 employed it's Office of the Public Counsel's position it
21 would be electrical plant. I think that if you ask the
22 engineers in this proceeding, which should be Mr.
23 Schneider for the Company and Mr. Bax for Staff, you can
24 learn that these particular collars will provide the
25 same protection to end users whether they're on the

1 Company side of the meter or the customer side of the
2 meter as long as there's not something in between them.
3 In other words, if they're immediately adjoining the
4 meter on either side, I think they can provide the same
5 end user protections.

6 Public Counsel's primary concerns are about
7 the cost recovery of this program is done and believes
8 that the main component that's attractive to customers
9 is the assurance of the warranty, basically the
10 insurance as Commissioner Holsman characterized it. We
11 believe that you should follow cost causation principles
12 as you do for standard offers of service. And in this
13 case if somebody takes the -- If the service is, in
14 fact, offered and somebody takes it that the people who
15 take the service are the ones who should pay for it and
16 the utility should get the standard cost recovery that
17 it normally does. If it has investment in say the
18 collars so it has a capital investment, it would get a
19 return on that investment. It would get a return of the
20 costs that it incurs in implementing the collars.
21 Beyond that, it should not be putting other customers at
22 risk for the revenue stream that's supposed to come from
23 employing this program or advantaging them either.
24 I'd be happy to take any questions if Commissioners have
25 them.

1 JUDGE PRIDGIN: Mr. Williams, thank you. Let
2 me see if we have any bench questions. Mr. Chairman?

3 CHAIRMAN SILVEY: Thank you. I do have one
4 question. So the Company's contention that this ongoing
5 revenue stream would benefit other customers through the
6 revenue requirement, that's not something that you agree
7 with?

8 MR. WILLIAMS: The way they proposed it I
9 think they've overpriced the program. I think if you do
10 it on a cost basis as you normally do programs, I mean,
11 what I've heard is these surge protectors have a 15-year
12 life. If you take that \$70 and spread it over 15 years
13 and then have the charge for the cost of installation, I
14 think you're going to be seeing a per month charge much
15 lower than what Ameren Missouri has proposed in this
16 case. If that was how things were priced out and it was
17 done, we don't see why Ameren Missouri couldn't offer
18 it. We also believe that the incremental benefit from
19 the surge protector, the collars themselves, the devices
20 is very minimal for most people.

21 CHAIRMAN SILVEY: Sure, I follow that. But it
22 appears to me that they would be setting up a revenue
23 stream that is not tied to rates and that far exceeds
24 the cost of the actual equipment. So wouldn't that
25 revenue stream have a positive offset on their overall

1 revenue requirement for the customers?

2 MR. WILLIAMS: Yes. We just don't believe
3 that's how things should be priced for regulated
4 services.

5 CHAIRMAN SILVEY: So you agree with the
6 principle that they're laying out; you just don't agree
7 that we ought to do that?

8 MR. WILLIAMS: I agree with how they say the
9 program that they're proposing will work. We disagree
10 that that's how you should be costing services by a
11 regulated utility to end users.

12 CHAIRMAN SILVEY: Okay. Thank you, sir.
13 Thank you, Judge.

14 JUDGE PRIDGIN: Thank you. Any further bench
15 questions? Commissioner Rupp?

16 COMMISSIONER HOLSMAN: Judge, I have a
17 question if Commissioner Rupp and Commissioner Coleman
18 do not.

19 JUDGE PRIDGIN: Commissioner Holsman, thank
20 you. I don't hear anything from Commissioner Rupp.
21 Commissioner Coleman, any questions? I'm not hearing
22 anything.

23 COMMISSIONER HOLSMAN: So my question is from
24 the end user perspective, we heard Staff say that
25 there's some burden on the end user to track down the

1 remedy if the surge occurs. Do you agree that there's
2 additional steps that the end user will have to go
3 through in order to -- obviously they have to contact
4 the device company and let them know that there's been a
5 failure, and then do they have to then track down
6 someone to certify that that failure has occurred so
7 they'll have additional cost associated to them to prove
8 that the surge collar failed or that a surge did indeed
9 destroy one of their appliances?

10 MR. WILLIAMS: I'm not sure what the
11 manufacturer is going to require, but I expect it might
12 entail having some expert come in and look to confirm
13 that the damage was caused by a surge.

14 COMMISSIONER HOLSMAN: Do you know which
15 appliances, it says motor, which ones would qualify and
16 which ones would not qualify? So if you had a computer
17 or some other electronic device that connects to the
18 internet, if it happened to fail, is the consumer well
19 informed as to what is and what is not covered by this
20 warranty?

21 MR. WILLIAMS: I have not looked in depth as
22 to the exact parameters in the tariff. It would really
23 I think depend on the materials that were supplied by
24 Ameren Missouri or the manufacturer, but my
25 understanding it would cover motor driven devices. I

1 suspect a computer does not qualify, although some of
2 them have fans. I think that would fall under the
3 category of electronics.

4 COMMISSIONER HOLSMAN: I can hold this
5 question for the experts in this area. My question
6 would be refrigerators and other appliances now are
7 becoming smart items that connect to the internet that
8 have more of a computer module basis to them. I would
9 just be curious as that continues to grow if the number
10 of covered appliances continues to shrink, then does the
11 value of the program really maintain for what could be a
12 15-year period of time? That's the basis for my
13 question.

14 MR. WILLIAMS: My short answer is that I don't
15 know. I mean, it depends on what falls under the terms
16 of the warranty coverage as to the devices, and my
17 understanding is that they're motor driven. I suggest
18 you ask Mr. Schneider about that.

19 COMMISSIONER HOLSMAN: Okay. Thank you.
20 Thank you, Judge.

21 COMMISSIONER RUPP: Hey, Judge, this is
22 Commissioner Rupp. I'll jump in if no one else has any
23 other questions.

24 JUDGE PRIDGIN: Yes, sir, when you're ready.

25 COMMISSIONER RUPP: Great. So Ms. Payne, in

1 your opening can I safely recap it as saying that Staff
2 would be comfortable with this being an unregulated
3 program not getting into the details of accounting and
4 things of that nature just on its surface?

5 MS. PAYNE: I think we still would have
6 concerns about the level of customer education that has
7 been proposed in what Ameren Missouri provided in its
8 application and subsequent discovery requests, but
9 certainly I mean, the Company is entitled to offer it on
10 an unregulated basis. Staff recognizes that right.

11 COMMISSIONER RUPP: And has Staff reviewed the
12 educational information that would be provided to
13 customers to the other utilities that are offering
14 similar programs? Are they similar? Are they much
15 less? Where does that level of concern that Staff has,
16 is it compared to other programs around the country that
17 are similar in scope?

18 MS. PAYNE: I think it's generally just in the
19 technical details of the Ameren Missouri program that
20 cause Staff's concern about the education levels.
21 However, I also know that my Staff witnesses all
22 reviewed programs that were offered by the other
23 utilities. So I would certainly encourage you to ask
24 their opinion of what they thought of the other programs
25 and how those companies educated their customers.

1 COMMISSIONER RUPP: And who would be best to
2 ask?

3 MS. PAYNE: I know that Ms. Coffey looked at
4 the other programs, but I also know that Ms. Lange
5 evaluated what the other programs were offering.

6 COMMISSIONER RUPP: Okay. Great. And then if
7 this were to proceed as a regulated program as the
8 Company is proposing, would the Commission have the
9 ability to shut the program down after reviewing the,
10 you know, the success or failures or financial
11 implications of the program after the three years the
12 Company said they would be providing those documents?

13 MS. PAYNE: I would encourage you to ask Ms.
14 Lange more about that. Based on my conversations with
15 her and her investigation, there are concerns about the
16 structure of the Company's proposed program that it
17 would be in place for a set amount of time. I would
18 make the argument that certainly the Commission always
19 has the ability to review and reconsider in a general
20 rate case the offerings of a utility, but we do
21 certainly have concerns about the future setup of the
22 program as it's proposed.

23 COMMISSIONER RUPP: If this was an unregulated
24 program, you feel that the Commission would have that
25 same ability to have the Company discontinue offering

1 the program if it wasn't in the public interest during a
2 general rate case?

3 MS. PAYNE: No. If it was offered on an
4 unregulated basis, I don't think the Commission retains
5 the same jurisdiction. Certainly the Commission can
6 always make recommendations I would say.

7 COMMISSIONER RUPP: So it's Staff's viewpoint
8 that there is more consumer protection through the
9 regulatory -- if it's run through the regulatory and
10 there would be less protection for the consumers if it
11 was unregulated?

12 MS. PAYNE: Staff would say that this program
13 as proposed probably should not be offered. However, we
14 recognize that the Company always retains the right to
15 offer it on an unregulated basis. We would certainly be
16 happy to offer our recommendations on how to make this
17 program better regardless of whether the Company wanted
18 to offer it on an unregulated basis. However, we
19 believe that by making it a regulated program that is
20 opening up nonparticipating customers especially to a
21 risk that is not justified; that it would be unduly
22 discriminatory.

23 COMMISSIONER RUPP: And the risk to the
24 nonparticipating customers is?

25 MS. PAYNE: They are bearing the burden of any

1 failures of this program.

2 COMMISSIONER RUPP: Has Staff calculated any
3 financial impact, any models of what that financial risk
4 is to nonparticipating customers?

5 MS. PAYNE: I apologize. We have, absolutely,
6 and Ms. Lange can talk at length about that.

7 COMMISSIONER RUPP: And that is in her -- Ms.
8 Lange's testimony that's filed?

9 MS. PAYNE: Rebuttal testimony, correct.

10 COMMISSIONER RUPP: Thank you. Rebuttal. All
11 right.

12 MS. PAYNE: Absolutely.

13 COMMISSIONER RUPP: I believe that's all I had
14 at this time, Judge. Thank you.

15 JUDGE PRIDGIN: Commissioner Rupp, thank you.
16 Any further bench questions before we proceed to
17 cross-examination? All right. Hearing none. I believe
18 the first witness is Mr. Byrne, and I will ask that he
19 come forward to be sworn. I'm keeping an eye on the
20 clock. I'm going to look for a natural break if I can
21 find one sometime in the next 30 minutes or so to have a
22 mid-morning break. If not, I may interrupt and say hey,
23 let's take a quick break. Mr. Byrne, are you there,
24 sir?

25 THE WITNESS: Yes, Judge, I am.

1 JUDGE PRIDGIN: If you'll please raise your
2 right hand to be sworn?

3 (Witness sworn.)

4 JUDGE PRIDGIN: All right. Thank you, sir.
5 Mr. Lowery or Mr. Banks, whoever is going to question
6 him, whenever you're ready.

7 MR. BANKS: May it please the Judge.

8 JUDGE PRIDGIN: When you're ready, Mr. Banks.

9 MR. BANKS: Thank you, Your Honor.

10 TOM BYRNE,
11 being sworn, testified as follows:

12 DIRECT EXAMINATION BY MR. BANKS:

13 Q. Sir, would you please identify yourself for
14 the record?

15 A. Yes. My name is Tom Byrne.

16 Q. By whom are you employed and in what capacity?

17 A. I'm employed by Ameren Missouri as Senior
18 Director of Regulatory Affairs.

19 Q. And did you cause surrebuttal testimony to be
20 filed for this case?

21 A. I did.

22 Q. Was it supported by an oath, affidavit or
23 attestation?

24 A. Yes, it was.

25 Q. Is that surrebuttal testimony true and correct

1 to the best of your information, knowledge and belief?

2 A. Yes, it is.

3 Q. Do you have any corrections you would like to
4 make at this time?

5 A. I do not.

6 MR. BANKS: Your Honor, what exhibit number
7 will this testimony have, please?

8 JUDGE PRIDGIN: I have not numbered any. So
9 this can be Exhibit No. 1.

10 MR. BANKS: Thank you, Your Honor. Your
11 Honor, we move that Exhibit 1 be accepted into the
12 record, and we tender the witness for cross-examination.

13 JUDGE PRIDGIN: Mr. Banks, thank you. Let me
14 verify, I'm sorry, this was Mr. Byrne's is it
15 surrebuttal testimony?

16 MR. BANKS: Yes, Your Honor.

17 JUDGE PRIDGIN: Thank you. Mr. Byrne's
18 surrebuttal has been offered as Exhibit No. 1. Any
19 objections? Hearing none, Exhibit No. 1 is admitted
20 into evidence.

21 (EXHIBIT 1 WAS RECEIVED INTO EVIDENCE AND MADE
22 A PART OF THIS RECORD.)

23 JUDGE PRIDGIN: Staff is scheduled to ask
24 questions first. So Ms. Payne, when you're ready.

25 MS. PAYNE: No questions. Thank you, Your

1 Honor.

2 JUDGE PRIDGIN: Very good. Thank you.

3 Mr. Williams, any questions?

4 MR. WILLIAMS: Not at this time. Thank you.

5 JUDGE PRIDGIN: All right. Thank you. Let me
6 see if we have any bench questions. Mr. Chairman?

7 CHAIRMAN SILVEY: None. Thank you, Judge.

8 JUDGE PRIDGIN: Thank you. Commissioner Rupp?

9 COMMISSIONER RUPP: No questions, but
10 appreciate the shout out in testimony.

11 JUDGE PRIDGIN: Thank you. Commissioner
12 Coleman? Commissioner Coleman, any questions? You may
13 be on mute. Commissioner Holsman, any questions?

14 COMMISSIONER HOLSMAN: Sorry, Judge. I lost
15 communication there for a second. I had to call back
16 in. No, I'm okay right now. Thank you.

17 JUDGE PRIDGIN: All right. Thank you. I
18 think I'm going to have just a few questions, and then I
19 will allow for any other time for bench questions. Give
20 me just a moment.

21 QUESTIONS BY JUDGE PRIDGIN:

22 Q. Mr. Byrne, if I can refer you to your
23 surrebuttal, and I don't have the exact page, but I
24 believe you mentioned a pole lease space revenue in your
25 surrebuttal. Do you recall that?

1 A. Yes, I do, Your Honor.

2 Q. Can you explain what a pole space lease is?

3 A. Yes, there are other parties, telephone
4 companies and cable companies that lease space on
5 electric poles and they provide lease revenues to the
6 electric company, and so then in a rate case those lease
7 revenues, I think they're called other revenues, but
8 they're included in the calculation of the revenue
9 requirement and so they reduce rates for all customers
10 and in a similar way, you know, under our proposal the
11 revenues that we receive from this surge protection
12 service would also be treated as other revenues in a
13 rate case and reduce the revenue requirement for all
14 customers.

15 Q. Okay. How are the fees for a pole lease
16 determined?

17 A. I believe -- Well, in some cases I believe
18 they're set by the federal government. So I think
19 that's how they're set.

20 Q. Would they be set at all in a rate case before
21 the Missouri Commission?

22 A. No, no. It's just the revenues that we
23 receive from those leases would be credited, the revenue
24 requirement. No, I don't believe the amount of the
25 lease revenues would be set in a rate case.

1 Q. You may have just answered my next question.
2 Then would those pole lease revenues be included in the
3 revenue requirement during a rate case?

4 A. Yes. A normal level of those revenues either
5 from the test year or if it's normalized or something
6 would be included in the revenue requirement.

7 Q. If you know, who are some of the entities that
8 have pole leases with Ameren Missouri?

9 A. I think telephone companies and cable TV
10 companies do.

11 Q. Do you know about how much annual revenue is
12 generated from those leases?

13 A. I don't.

14 Q. Can any entity ask to attach to Ameren
15 electric poles?

16 A. I think people can ask, but I think in general
17 it's mostly cable TV and telephone companies that
18 attach.

19 Q. What criteria does Ameren Missouri use to
20 determine whether someone can attach to an Ameren
21 electric pole?

22 A. I think it's generally the ones that are
23 required by federal law to be allowed. There are
24 federal laws that require us to allow certain people to
25 attach to our poles. I think we limit attachments to

1 poles to those entities.

2 Q. Okay. Is there a tariff sheet that addresses
3 pole lease space fees?

4 A. I do not believe it's tariffed. Again, I
5 think it's set by the federal government, the amount of
6 the fees.

7 Q. What issues would there be for Ameren Missouri
8 with the Commission's affiliate transactions rule if the
9 surge protection program was nonregulated?

10 A. I guess it depends how it was set up. Again,
11 we're not proposing a nonregulated service and I don't
12 think we would be willing to provide it. We don't have
13 any nonregulated services. So I don't think we're
14 willing to start with this one. If it was nonregulated,
15 I think it depends on how it was set up. If we had a
16 separate entity, a separate corporate entity that
17 provided the nonregulated service, then I think that
18 would implicate the affiliate transaction rules. If
19 there wasn't a separate affiliate, I don't, you know,
20 it's not an affiliate transaction if there's not two
21 affiliates.

22 Q. Okay. And was the Commission's affiliate
23 transactions rule something that Ameren Missouri
24 considered when deciding to propose this surge
25 protection program as regulated?

1 A. Not really. I mean, I think the main reason
2 we proposed it as regulated is we wanted it to improve
3 affordability for all of our customers. That's why we
4 wanted to do it on a regulated basis rather than
5 unregulated.

6 Q. Does the Commission's affiliate transactions
7 rule cause you, when I say you, either you personally or
8 Ameren Missouri, concern for a regulated surge
9 protection program?

10 A. I don't think it would apply to a regulated
11 surge protection program. So no, it doesn't cause me
12 any concern.

13 Q. Okay. I think the last question, has Ameren
14 been approached by any third party asking to provide
15 surge protection to its Missouri customers?

16 A. Not to my knowledge.

17 JUDGE PRIDGIN: Mr. Byrne, thank you. Before
18 I move back to recross, are there any further bench
19 questions before I see if we have any recross?

20 COMMISSIONER RUPP: Hey, Judge, Commissioner
21 Rupp. I have a question formulating in my head.

22 JUDGE PRIDGIN: Sure, when you're ready.

23 QUESTIONS BY COMMISSIONER RUPP:

24 Q. Mr. Byrne, I'm going to stumble through this
25 question because it's not fully formed. So I apologize

1 in advance. But on the line of questioning of the pole
2 attachments, is there a correlation between what Ameren
3 is currently doing, so I have a cable TV company or a
4 telephone provider that wants to use Ameren's system to
5 interact with customers, except the only difference in
6 what you're proposing here is that I'm going and forming
7 that relationship directly with whatever cable company
8 or telephone company, and in this case the third party
9 is just you're collecting the payment for that service
10 through their utility bill, is there a correlation there
11 between what you were just talking about and what you're
12 proposing here from a conceptual standpoint?

13 A. I mean, I think conceptually they're
14 different, they're different things. The only thing
15 they have in common is they provide revenues that offset
16 the revenue requirement. But you know, in the case of a
17 pole attachment, we're really not providing service --
18 we're not providing service to anyone. We're just
19 allowing the telephone company or the cable company to
20 use our pole primarily because we have to under federal
21 law. In this case we're providing a service to our
22 customers, which we think participants will value
23 because they have -- because other utilities across the
24 country have had similar programs that people have
25 signed up and wanted the service. So we believe we're

1 providing a service that a certain segment of our
2 customers want and would be willing to pay for and then,
3 you know, a side benefit of that is it will improve
4 affordability for the rest of our customers.

5 Q. So the service that you're providing in this
6 proposal, is that not just offering this third party to
7 use your system to lower the cost to reach all of your
8 customers versus them individually trying to sell their
9 product to an individual and so thereby lowering the
10 cost for everyone that wants to participate by providing
11 them access to your system and the billing and you're
12 going to take care of the installation?

13 A. I think we provide a whole service. It's not
14 just the device. I mean, the device is part of it, but
15 we also provide the installation, we remove it when it
16 has to be removed, if the device were to fail we would
17 replace it. We help them process claims against the
18 manufacturer. So it's not just the device that the
19 manufacturer provides. We provide a whole litany of
20 things in connection with this service.

21 Q. Is that service unavailable to an individual
22 if they were to go and purchase this on their own if I
23 wanted to put something similar on my house, that
24 service is still available to me as a customer, I'm just
25 going through a different vendor?

1 A. I think it's very hard to get exactly the sort
2 of service that we're providing. For one thing, you
3 know, I don't think people can put surge protectors on
4 our meters without interacting with us. So I think
5 Mr. Bax, for example, talked about some other forms of
6 surge protection that someone could get so you could
7 hire an electrician and he could come into your house
8 and he could put a surge protection device near your
9 panel, your electric panel, and that could provide some
10 similar surge protection, but to my mind it's a little
11 bit of a different product because you have to go find
12 an electrician, you have to let him into your house.
13 There's nobody that's servicing it. You'll be
14 responsible for maintaining it as opposed to Ameren
15 Missouri maintaining it. So I think in terms of
16 convenience for the customer all they have to do is call
17 or email us and that's all they have to do. They don't
18 have to find an electrician. They don't have to let
19 anybody in their house. They don't have to pick a
20 product. We've already identified a high quality surge
21 protection product and we've already negotiated a
22 warranty with the manufacturer which might be different
23 than they could get. So I think our products is a lot
24 more convenient way to get a service and I think maybe
25 it's a better service than they can get on their own.

1 Q. So in your opinion you don't think this
2 service is available to your customers except for
3 through the way you're proposing? When you compare
4 apples to apples, you don't believe there is a similar
5 type of service that is available to your customers
6 other than what you're proposing?

7 A. Right. Like I said, as Mr. Bax points out,
8 there are other forms of surge protection that are
9 available, but it's just they're different. They have
10 different benefits and different, you know, different
11 costs and benefits than this. It's a different product
12 than what's otherwise available.

13 COMMISSIONER RUPP: That's all I had, Judge.
14 Thank you.

15 JUDGE PRIDGIN: Commissioner Rupp, thank you.

16 COMMISSIONER HOLSMAN: Judge, I have a
17 question. Go ahead and let the Chairman go.

18 CHAIRMAN SILVEY: Commissioner Holsman, sorry.
19 Thank you. I was going to follow up on Commissioner
20 Rupp's questions. If Commissioner Holsman has another
21 set of questions, I can defer to him.

22 COMMISSIONER HOLSMAN: I was going to follow
23 up as well. So go ahead.

24 CHAIRMAN SILVEY: Thank you. Thank you,
25 Judge.

1 QUESTIONS BY CHAIRMAN SILVEY:

2 Q. Mr. Byrne, if this is considered to be a
3 profitable program for the Company, why didn't the
4 Company look at doing this as an unregulated business
5 and give the benefits to its investors?

6 A. I mean, I guess there's a couple of reasons.
7 One is our business model is not to provide unregulated
8 service. Our business model is to provide the best
9 regulated service we can, and part of providing the best
10 regulated service we can is to provide customers options
11 to allow them to customize their service. Our belief is
12 regulated service can be more than just basic provision
13 of electricity, and so I mean, that's our business
14 model. We don't want to have a separate unregulated
15 service. And we also think over the long run our
16 success is going -- We've always focused on having
17 affordable rates and we really do have relatively low
18 rates compared to other electric utilities in the
19 Midwest and around the country, but I think continuing
20 to focus on affordability in the long run is going to be
21 a good business decision for our Company, you know.

22 Q. Okay. If I'm following this correctly, the
23 cost of getting this program up and running would be
24 borne by customers who are not participating in the
25 program; is that correct?

1 A. I think it would be borne probably both by
2 shareholders and by customers because there would be
3 regulatory lag. Our expectation is when we had a rate
4 case and, of course, we just filed a rate case but this
5 won't be included in our recently filed rate case. But
6 if we file another rate case, whatever the costs and
7 revenues during the test year are would be placed in the
8 revenue requirement. So if you're in a phase where, you
9 know, you're in the start-up phase and the costs exceed
10 the revenues, that would go in the revenue requirement.
11 And later on when the revenues exceed the costs as the
12 program matures, you know, those incremental revenues
13 would lower rates for all customers.

14 Q. So initially it would be a cost to all
15 customers to get the program up and running like as a
16 start-up phase, and then at some point the program
17 becomes profitable and the Company contends at that
18 point it's a benefit to all customers because of the
19 revenue it's generating outside of rates; am I
20 understanding that correctly?

21 A. I think that's likely what would happen. I
22 mean, it depends on when rate cases are filed. Perhaps
23 if there was a long enough period between the next rate
24 case, it could be profitable by the time the rate case
25 is filed.

1 Q. So long does the Company expect for it to
2 become profitable? Where's that breakover point?

3 A. I think in the expected case, and you might
4 want to ask Mr. Schneider exactly, but I think it's a
5 year or two. It turns.

6 Q. Okay. And you said multiple times that you're
7 not just providing a device; you're providing a service.
8 In previous questioning we kind of went over the math of
9 the cost of the device and \$10 a month and when that
10 would be paid for. So the device and the initial
11 startup cost, the installation, all of that is probably
12 covered by the end of year one. So after that, moving
13 forward for the next 14 years or however long a customer
14 keeps that, what is the Company's projected annualized
15 cost of providing that service?

16 A. I think we calculated -- I think
17 Mr. Schneider's testimony calculates, or perhaps it's
18 Mr. Wills', anyway, we calculated a levelized cost of
19 the program over 15 years of about \$3 a month. So
20 that's where we get the idea that the price we're
21 charging for this service is about three times what the
22 cost is. So you know, there's other costs.

23 Q. Does that include the cost of --

24 A. That includes all the costs. But there's, you
25 know, beyond the device and the installation, there's

1 cost of removal, there's cost of maintenance, you know,
2 there's other costs.

3 Q. But if that \$3 a month over 15 years includes
4 the initial year where you're essentially paying for the
5 equipment and the original installation, after that
6 first year it is essentially it sounds to me for all
7 calculation purposes pure profit after that?

8 A. Well, I mean --

9 Q. 90 percent?

10 A. I believe that the profit is about -- I
11 believe the cost is about a third. Over the 15 years, I
12 think the total cost we figured is about \$3 a month over
13 the 15 years. So we are charging a higher, you know, a
14 significantly higher amount than the cost of the
15 program. It's not -- The reason we set the charge is we
16 looked at programs across the country that are being
17 provided on an unregulated basis and generally our \$9.95
18 a month is consistent with what those other programs
19 charged on an unregulated basis. So it's not -- Our
20 proposed charge is not based on the cost of service.
21 It's based on -- I guess it's more based on the value of
22 service, what people are willing to pay. And we believe
23 that's appropriate since it's a voluntary program.
24 Nobody has to sign up at all if they don't want to.

25 Q. Right. So it's just a simple demand curve it

1 sounds like, but your surveys or if I remember reading
2 in some of the testimony did you question about \$10 a
3 month or was it \$5 a month that was in the survey?

4 A. I think in the customer survey they said that
5 -- they asked what price would you like to pay for the
6 service and I think it was like \$5.08 or something, but
7 they also said there was a range -- they also said a
8 range that went up to like \$11 would be acceptable too.
9 But we didn't price the service based on that survey.
10 We priced it based on what other successful programs
11 across the country are charging.

12 Q. Okay. So then to kind of circle back to my
13 first question about where the breakover point is, you
14 think it's about one to two years?

15 A. Yes, yes.

16 Q. So would it be appropriate for the Commission
17 to track that participation as a contingency for
18 continuing the program after that to make sure you've
19 hit your benchmarks?

20 A. Well, I guess what we are proposing is that
21 the Commission examine the program after three years,
22 and we believe after three years you'll be able to get a
23 good view of whether the program is succeeding or not.
24 I mean, it all kind of depends on how many customers
25 choose to participate, but I think you'll get a good

1 view of it after three years. If after three years it
2 doesn't look like it's working, you can terminate the
3 program or if it is working, then you would presumably
4 want to let us continue to do it.

5 Q. So if after three years it's not working,
6 would that mean that the costs were not prudently
7 incurred?

8 A. Not necessarily. I don't think that
9 necessarily follows. It could be but just, you know,
10 the imprudence -- you could be imprudent and not succeed
11 -- I mean, you can be prudent and not succeed sometimes.

12 CHAIRMAN SILVEY: Okay. All right. Thank
13 you, Judge. Thank you, Commissioner Holsman.

14 JUDGE PRIDGIN: Mr. Chairman, thank you. Any
15 further bench questions?

16 COMMISSIONER HOLSMAN: Yes, Judge. I have a
17 couple.

18 JUDGE PRIDGIN: Commissioner Holsman, when
19 you're ready, sir.

20 COMMISSIONER HOLSMAN: Thank you.

21 QUESTIONS BY COMMISSIONER HOLSMAN:

22 Q. Do you have a third-party manufacturer of the
23 surge collars identified?

24 A. Yes. And I believe --

25 Q. Go ahead.

1 A. I think we have a contract with them that will
2 take effect if this program is approved by the
3 Commission and we've locked in the prices and things
4 subject to Commission approval.

5 Q. Is that manufacturer in multiple states then?
6 I suspect that if you're drawing from other states, then
7 they must have a track record of providing the service?

8 A. Yes. Mr. Schneider knows for sure, but I
9 believe it's the most commonly used by the other
10 utilities that have these programs. So yes, it's the
11 leading manufacturer of surge protection devices.

12 Q. And so if I understand the testimony correct
13 at this point, if ratepayer got ahold of this company
14 directly and said I want one of your devices on my
15 meter, then they would say to them we can't do it in
16 Ameren territory because this program is not
17 established? Is that the response you would get if you
18 called them directly and asked them to put one on?

19 A. I don't think they sell the devices directly
20 to the public, but Mr. Schneider would know better than
21 me.

22 Q. Okay. What is -- So, you know, we don't have
23 this program today. How often is Ameren coming in to
24 surge failure contact with ratepayers that is -- So we
25 decide this idea that this would help out all of the

1 ratepayers out by establishing this program, do we have
2 a cost for what the ratepayers are incurring today
3 because of the fact that this program doesn't exist?

4 A. I mean, I don't believe that we keep track of
5 like each, you know, each person's damaged appliances
6 from surges right now.

7 Q. So if that's the case, then we don't really
8 know what benefit overall this would provide to all the
9 ratepayers because we don't have an idea what cost there
10 is without the program; is that accurate?

11 A. Well, I mean, I think part of the benefit that
12 it provides is peace of mind for people that their
13 appliances will be protected if there are surges. So to
14 my mind part of the benefit doesn't depend on how many
15 appliances have been damaged.

16 Q. Do we have the list of exemptions from the
17 third-party manufacturer that is -- I haven't seen that
18 in there -- that would indicate rather a refrigerator
19 that has a smart application to it or, you know, that
20 the appliances are becoming more computerized. Do we
21 know where that stands?

22 A. Well, they have, you know, the warranty says
23 it's as someone briefly said that it's motor driven
24 appliances and then it lists a bunch of examples of
25 motor driven appliances and some examples are

1 dishwashers, HVAC systems, washers, dryers,
2 refrigerators, freezers, cooking appliances and hard
3 wired fans. So I do think refrigerators are covered
4 even though they're becoming, sort of more smart than
5 they previously were because their function is driven by
6 a motor.

7 Q. I see. And do we have any data that shows how
8 many surges were the responsibility of the Company in
9 any given time period?

10 A. I don't know that off the top of my head. We
11 do have claims that are made, and I think Mr. Schneider
12 responded to a data request in this case that listed the
13 claims over a certain period of time, but the claims,
14 you know, relate I think only to surges that are caused
15 by the Company. We're not responsible for things that
16 are beyond our control like lightning strikes and things
17 like that. So we wouldn't necessarily have claims for
18 all the surges that occurred through acts of God, for
19 example.

20 Q. Okay. But you do have data on the claims that
21 are because of operational surges?

22 A. Yes, we did answer a data request on that, and
23 I think Mr. Schneider answered that data request.

24 COMMISSIONER HOLSMAN: Okay. All right.
25 That's all the questions I have right now, Judge. Thank

1 you.

2 JUDGE PRIDGIN: Commissioner Holsman, thank
3 you. Any further bench questions before we go on to
4 recross? All right. Hearing none. Recross based on
5 bench questions. Ms. Payne?

6 MS. PAYNE: Yes, thank you, Judge.

7 RECROSS-EXAMINATION BY MS. PAYNE:

8 Q. Mr. Byrne -- Good morning, Mr. Byrne, by the
9 way.

10 A. Good morning.

11 Q. Does Ameren intend to hire additional
12 employees connected with the surge protection program?

13 A. I think not, but Mr. Schneider knows exactly
14 for sure. We're going to hire an administrator and
15 we've done an RFP for the administrator, and that
16 administrator will do installations and removals and
17 they'll have a dedicated customer support staff. So all
18 that is being done by an administrator. So I don't
19 think we're hiring -- I don't think we're hiring any or
20 maybe we're hiring one, but Mr. Schneider would know for
21 sure.

22 Q. Thank you. So Ameren is not going to be doing
23 patrols to check the devices regularly? That would fall
24 to the administrator?

25 A. Yes, and I think there's, as I understand it,

1 it's a sampling type of a thing where they examine a
2 sample of the customers over a period of time.

3 Q. And to be clear, the device warranty says that
4 there is like a light on the device and that if the
5 light is on then the device is functioning; is that
6 correct?

7 A. I believe that's correct.

8 Q. And then if a customer would want to make a
9 claim, then they would have to somehow have evidence
10 that the light had gone off thereby signifying that the
11 device was no longer functioning?

12 A. I think if they want to make a claim they do
13 have to provide some evidence that a surge caused damage
14 to their appliances. So yes.

15 Q. Okay. And when you say Ameren negotiated for
16 the warranty, the warranty that's provided is the
17 standard manufacturer's warranty that, Kenick I believe
18 is the name of the company, provides to all purchasers
19 of its devices, that's correct?

20 A. I think, I believe, Mr. Schneider did this,
21 but I believe we negotiated a slightly better limits or
22 some aspect of the warranty that wasn't standard, but
23 Mr. Schneider was involved in that. He can tell you.

24 Q. And then you referenced when you were talking
25 with Commissioner Holsman a DR response. Would you

1 agree that Ameren Missouri provided Staff with DR
2 Response 13 that says that Ameren Missouri has made
3 1,003 payouts related to surge incidents from 2000 to
4 2020, I believe?

5 A. I believe that's true. Would you mind if I
6 just checked it real quick?

7 Q. Sure. DR 13, Staff's DR 13. I would also say
8 that Staff is happy to provide a copy of the Kenick
9 warranty and also the response to DR 13 in relation to
10 Commissioner Holsman's questions as exhibits. I can
11 email those out over the break if we want to take those
12 into consideration.

13 JUDGE PRIDGIN: Thank you, Ms. Payne.

14 THE WITNESS: Yes, I did check DR 13. That is
15 what it is.

16 MS. PAYNE: Thank you, Mr. Byrne. No further
17 questions.

18 JUDGE PRIDGIN: Thank you. Mr. Williams, any
19 questions?

20 MR. WILLIAMS: Just -- Hopefully just one.

21 RECROSS-EXAMINATION BY MR. WILLIAMS:

22 Q. Mr. Byrne, you remember in your response to
23 Chairman Silvey that you made a point that the surge
24 protection program that Ameren Missouri is proposing to
25 offer would be voluntary? Do you recall that?

1 A. Yes.

2 Q. Does Ameren Missouri offer any service that is
3 not voluntary?

4 A. Well, I think in some ways the receipt of
5 electric service is not that voluntary because we have
6 an exclusive service territory and we're the only people
7 who can provide electric service. I don't know. I
8 guess what you're saying is people could not take any
9 electric service. I guess they would have that option,
10 yes.

11 Q. Customers are not -- Well, you don't have to
12 take service from Ameren Missouri, do you?

13 A. Only if you want electricity in our service
14 territory, but no.

15 MR. WILLIAMS: Thank you.

16 JUDGE PRIDGIN: Mr. Williams, thank you. Any
17 redirect, Mr. Banks?

18 MR. BANKS: No, thank you, Your Honor.

19 JUDGE PRIDGIN: I believe that would then move
20 us on to Mr. Lansford. This looks to be a very natural
21 time to take a mid-morning break. I would suggest we go
22 back on the record at 11:00 a.m. I'm showing the time
23 to be 10:46. So if we can resume at 11:00 a.m.

24 Anything from counsel or the bench before we
25 take a break? Hearing nothing. Since we're not in the

1 hearing room, I believe this is being streamed. So our
2 IT department will probably mute and do things like
3 normal. Also, it's your responsibility to make sure
4 your machine is muted or your device is muted and we'll
5 just be sure we unmute and come back on the record at
6 11:00. We are in recess until 11:00 a.m. We are off
7 the record.

8 (Off the record.)

9 JUDGE PRIDGIN: I'm showing 11:02. Madam
10 Court Reporter, are you ready?

11 THE COURT REPORTER: Yes.

12 JUDGE PRIDGIN: On the record, please. We are
13 back on the record. I believe Mr. Lansford is the next
14 witness. Anything further from the bench or from
15 counsel before he is sworn in? Okay. Hearing nothing.
16 Mr. Lansford, are you there, sir?

17 THE WITNESS: Yes, sir.

18 JUDGE PRIDGIN: All right. If you'll raise
19 your right hand to be sworn, please?

20 (Witness sworn.)

21 JUDGE PRIDGIN: Thank you, sir. And either
22 Mr. Lowery or Mr. Banks, when you're ready.

23 MR. BANKS: Thank you, Your Honor.

24 MITCHELL LANSFORD,

25 being sworn, testified as follows:

1 DIRECT EXAMINATION BY MR. BANKS:

2 Q. Sir, will you please identify yourself for the
3 record?

4 A. Mitchell Lansford.

5 Q. By whom are you employed and in what capacity?

6 A. Ameren Missouri as the Director of Regulatory
7 Accounting.

8 Q. Did you cause testimony to be prefiled for
9 this case?

10 A. Yes, I did.

11 Q. Was that testimony supported by either an
12 oath, an affidavit, or an affirmation?

13 A. Yes.

14 Q. Was that testimony true and correct, to the
15 best of your information, knowledge and belief?

16 A. Yes.

17 Q. Do you have any corrections you would like to
18 offer at this time?

19 A. I do not.

20 MR. BANKS: Your Honor, would Mr. Lansford's
21 testimony be Exhibit 2?

22 JUDGE PRIDGIN: I'm sorry. Yes, it would. Is
23 this direct or surrebuttal?

24 MR. BANKS: Surrebuttal.

25 JUDGE PRIDGIN: Thank you. Yes, this would be

1 Exhibit 2.

2 MR. BANKS: Thank you, Your Honor. Your
3 Honor, I move that Exhibit 2 be accepted into the
4 record, and I tender the witness for cross-examination.

5 JUDGE PRIDGIN: Thank you, Mr. Banks. Exhibit
6 No. 2 has been offered. Any objections? Hearing none,
7 Exhibit 2 is admitted into evidence.

8 (EXHIBIT 2 WAS RECEIVED INTO EVIDENCE AND MADE
9 A PART OF THIS RECORD.)

10 MR. PRIDGIN: Moving to cross-examination.
11 Ms. Payne, any questions?

12 MS. PAYNE: None. Thank you, Judge.

13 MR. PRIDGIN: Thank you. Mr. Williams?

14 MR. WILLIAMS: No, thank you.

15 MR. PRIDGIN: Thank you. Let me see if we
16 have any bench questions. Mr. Chairman? Commissioner
17 Rupp, any questions? Commissioner Coleman?
18 Commissioner Holsman? All right. I'm hearing no
19 questions. I believe that witness then can be excused.
20 We have no need for recross or redirect if we have no
21 questions. I guess we can move on to the next witness,
22 which I believe is Mr. Schneider; is that correct?

23 MR. BANKS: Yes, Your Honor.

24 JUDGE PRIDGIN: All right. Anything further
25 before we move on to Mr. Schneider?

1 All right. Mr. Schneider, are you there, sir?

2 COMMISSIONER HOLSMAN: Holsman is back on.

3 JUDGE PRIDGIN: Commissioner Holsman, I'm
4 sorry, did you have any questions for Mr. Lansford? I
5 think we went through and nobody had any questions.

6 COMMISSIONER HOLSMAN: No questions. Thank
7 you.

8 JUDGE PRIDGIN: All right. Thank you. I
9 believe Mr. Schneider is the next witness, if I'm not
10 mistaken. I'm trying to find my witness list. Is Mr.
11 Schneider available?

12 MR. LOWERY: I believe that he's just getting
13 his headset on, Your Honor.

14 JUDGE PRIDGIN: Very good. If Mr. Schneider
15 can let me know when he's ready, we'll move on.

16 THE WITNESS: All right. I'm ready. Can you
17 hear me?

18 JUDGE PRIDGIN: Mr. Schneider, is that you,
19 sir?

20 THE WITNESS: Yes, sir.

21 JUDGE PRIDGIN: All right. If you'll raise
22 your right hand to be sworn, please?

23 (Witness sworn.)

24 JUDGE PRIDGIN: All right. Thank you, sir.
25 Mr. Lowery or Mr. Banks, when you're ready.

1 MR. LOWERY: Thank you, Your Honor.

2 JARED SCHNEIDER,

3 being sworn, testified as follows:

4 DIRECT EXAMINATION BY MR. LOWERY:

5 Q. Please state your name for the record.

6 A. Jared Schneider.

7 Q. Mr. Schneider, did you cause to be prepared
8 for filing in this docket direct and surrebuttal
9 testimony, which I believe, Your Honor, would be
10 Exhibits 3 and 4; is that correct?

11 A. That's correct.

12 JUDGE PRIDGIN: Yes, that will be correct.

13 We'll label Mr. Schneider's direct as Exhibit 3 and his
14 surrebuttal as Exhibit 4.

15 BY MR. LOWERY:

16 Q. Mr. Schneider, if I were to pose the questions
17 in those two testimonies today, would your answers be
18 the same?

19 A. They would.

20 Q. Do you have any corrections to either
21 testimony?

22 A. I do not.

23 Q. Is the testimony you gave in Exhibits 3 and 4
24 true and correct, to the best of your knowledge and
25 belief?

1 A. Yes, they are.

2 MR. LOWERY: Your Honor, with that I would
3 move admission of Exhibits 3 and 4 and tender the
4 witness for cross-examination.

5 JUDGE PRIDGIN: Mr. Lowery, thank you.
6 Exhibits 3 and 4 have been offered. Any objections?
7 Hearing none, Exhibits 3 and 4 are admitted.

8 (EXHIBITS 3 AND 4 WERE RECEIVED INTO EVIDENCE
9 AND MADE A PART OF THIS RECORD.)

10 JUDGE PRIDGIN: We will proceed to
11 cross-examination, Ms. Payne, when you're ready.

12 MS. PAYNE: Thank you, Judge.

13 CROSS-EXAMINATION BY MS. PAYNE:

14 Q. Good morning, Mr. Schneider.

15 A. Good morning.

16 Q. Out of curiosity, what are the associated
17 protection ratings of these proposed surge protection
18 collar devices?

19 A. What do you mean by protection ratings?

20 Q. What -- are they -- Well, in your testimony on
21 page 3 of your direct testimony you state that they have
22 a failure rate of 5 in 10,000; is that correct?

23 A. I believe so, yes.

24 Q. Okay. So what exactly would be the
25 proposition for the alternative to that, the coverage I

1 guess I would say?

2 A. I'm not -- I'm not quite sure I understand
3 your question.

4 Q. No, I understand. I guess what percentage of
5 overall surges is the device designed to protect
6 against?

7 A. I don't know the specifics of, you know, the
8 entire world of surges, but I know that for any surge
9 that comes through the meter that the device is very
10 successful in protecting against that.

11 Q. Okay. And Ameren Missouri has stated, I think
12 even just this morning, that the device will protect
13 against surges to Ameren Missouri's facilities?

14 A. It will protect against surges that come
15 through the service line.

16 Q. And that's regardless of the cause of the
17 surge?

18 A. That's correct.

19 Q. Okay. And out of curiosity, has Ameren
20 Missouri run anything related to the warranty associated
21 with this program by the Department of Insurance?

22 A. I'm not sure. I don't believe so.

23 MS. PAYNE: Okay. Thank you. I have no
24 further questions.

25 JUDGE PRIDGIN: Ms. Payne, thank you. I'm

1 sorry. I was shuffling through too many screens.

2 Mr. Williams, any questions?

3 MR. WILLIAMS: Thank you.

4 CROSS-EXAMINATION BY MR. WILLIAMS:

5 Q. Mr. Schneider, the collar device, if it were
6 located on the customer's side of the meter immediately
7 adjoining it as opposed to as Ameren Missouri is
8 proposing on the utility side of the meter, would it
9 still provide the same protections to the end users in
10 terms of devices being protected?

11 A. If you're saying that the device -- This exact
12 device can't be installed at the panel, but I recognize
13 I think the fact that there's other devices that could
14 do something similar to what this device can do.

15 Q. I didn't say panel. I just said on the
16 customer side of the meter. It does not have to be at
17 the panel necessarily. All I'm really wanting to know
18 is does this device offer the same protection regardless
19 of which side of the meter it's sitting on?

20 A. Again, this specific device I don't think --
21 It's installed inside the meter box. I can't say --
22 Like this specific device I don't think could be
23 installed on the other side of the meter, if that's what
24 you're referencing.

25 Q. Let's say that it is adapted so that it can be

1 installed on the customer side of the meter. Would it
2 still offer the same surge protection regardless of
3 which side of the meter it's on?

4 MR. LOWERY: Your Honor, objection. Calls for
5 facts not in evidence.

6 JUDGE PRIDGIN: I'll overrule and let -- I
7 think what he's trying to get at is if it's physically
8 possible to do what he's asking what would the result
9 be.

10 MR. LOWERY: Your Honor, could we just clarify
11 that he's asking a hypothetical question then; is that
12 correct?

13 JUDGE PRIDGIN: I mean, I've overruled the
14 objection. If Mr. Williams wants to rephrase his
15 question, he can.

16 THE WITNESS: So in this hypothetical
17 scenario, yes, the device would likely provide the same
18 level of protection.

19 BY MR. WILLIAMS:

20 Q. You said likely. What would cause it not to?

21 A. Well, it's a hypothetical scenario, but, you
22 know, the device specifications in the scenario that
23 you've put forth would essentially still apply whether
24 it was placed where we propose it or it was placed
25 adjacent on the customer side of the meter.

1 Q. What I'm really trying to get it, and maybe
2 you've provided it by how you've answered, in terms of
3 surge protection, does it matter whether that device or
4 one equivalent to it is located on the customer's side
5 or the utility side of the meter?

6 A. No, sir.

7 MR. WILLIAMS: Thank you. No further
8 questions at this time.

9 JUDGE PRIDGIN: Mr. Williams, thank you. Let
10 me see if we have any bench questions. Mr. Chairman,
11 any questions? No response. Any questions?

12 COMMISSIONER RUPP: Judge, I have some
13 questions, Commissioner Rupp.

14 JUDGE PRIDGIN: When you're ready, sir.

15 COMMISSIONER RUPP: Great. Thank you.

16 QUESTIONS BY COMMISSIONER RUPP:

17 Q. The questions about lightning we were directed
18 to talk to you about. So has there been studies done --
19 What percentage of surges come through the meter in the
20 world? Let's just say that.

21 A. Yeah. To be honest, Commissioner, I don't
22 have the specific numbers as to what comes through the
23 meter versus what may come through another entry point.
24 I can't say -- I don't know if there's studies that
25 exist that give that specific number so I can't say with

1 certainty.

2 Q. Okay. Is there any data from other utilities
3 that have had programs or similar programs on the number
4 of claims that were denied because they did not come in
5 through the meter?

6 A. I don't have that specific information as to
7 what percent of claims. You know, that came up because
8 of the program that were denied because it didn't come
9 through the meter. I don't know that specific
10 information.

11 Q. So if lightning were to strike Ameren's
12 system, how far down from the lightning strike typically
13 would customers be affected or does it depend on if it's
14 hitting a substation or if it's hitting a line? How
15 does lightning interact with the system as far as
16 causing surges?

17 A. So I don't know if it, you know -- Certainly
18 if it did hit the substation there could be implications
19 for each customer's downstream of that. Certainly if it
20 hit the service entrance outside the home, it could come
21 in. In terms of between the service entrance and the
22 substation, I don't know exactly what, you know, where
23 at along that line it's going to directly affect, you
24 know, directly affect the customer. In any breath
25 between the service line and the substation essentially,

1 you know, the customer could be at risk.

2 Q. So I'm making the assumption without having
3 data in front of me is that surges are a relatively rare
4 thing?

5 A. I mean, surges exist. We know this based upon
6 the fact that customers have called in to Ameren
7 Missouri, you know, saying that, you know, equipment has
8 been damaged because a surge entered their home. I
9 think even in the surveys we had asked customers whether
10 or not they had experienced surges. Our response was
11 yes. Surges do exist. Do they happen everyday for
12 every customer, no, that's not the case.

13 Q. So the impetus of this program is like I don't
14 think I'm going to get by a bus when I walk outside of
15 my house.

16 A. I hope not.

17 Q. There's a statistical likelihood that that
18 could happen. I'm trying to protect against that
19 statistical likelihood. A concern that I do have is if
20 I walk out and I get hit by a bus, my contract to
21 mitigate that risk is pretty clearly spelled out, you
22 know, unless I'm committing a criminal offense, I'm
23 fleeing from the cops or something like that. There are
24 instances where my life would not be covered under
25 whatever insurance program or risk mitigation tool I

1 happen to have in place. Can you speak to the clarity
2 of which this program will be able to define that risk
3 to a homeowner in regards to the different types of
4 surge events, because I'm making an assumption about the
5 average consumer is that they're going to think hey,
6 cool, this is going to protect me against surge and
7 lightning strikes. The devil is in the details. Walk
8 me through that level of education information
9 comparative to most customers are going to think
10 lightning versus what's not covered via lightning.

11 Q. Okay. So inside the tariff we do explain that
12 it's for surges that come through the meter. I think
13 Mr. Byrne referenced that list of examples of the
14 specific items that are covered underneath the warranty.
15 But in addition to that, obviously when we set up the
16 website for this program, this type of information is
17 going to be shared. It's not in our interest to mislead
18 customers. So we intend to share the information. As
19 I've also stated in my surrebuttal testimony and Staff
20 has requested that we put together, you know, a rigorous
21 set of frequently asked questions and we've agreed to do
22 that, again, the information about the surges coming
23 through the meter and what's covered and other things to
24 make sure that customers aren't misled about this
25 program will be made clear to them before they are

1 enrolled in the program.

2 Q. I have no doubt that the Company is going to
3 do its best to provide that information. A level of
4 concern that I would have would be you can provide that
5 information but how much of that information is the
6 consumer grasping, how much are they fully
7 understanding? And so to me if -- Do you have
8 information on the other utilities that have had some
9 type of a similar program, maybe not apples for apples,
10 and their complaint rate has other regulated entities,
11 has this come up in other rate cases in other
12 jurisdictions where they've looked at the loss of
13 goodwill amongst the customer base towards the company
14 because of misunderstanding or lack of information or
15 unclear information of what is covered in this product
16 and have other utilities discontinued the program due to
17 that or have they made changes? Can you speak to
18 anything of that level of information?

19 A. I can't give the specific details as to
20 customers calling in because they're dissatisfied, they
21 feel like they were misled with the other utility
22 programs. What I do know is that they have, as
23 Mr. Lowery had alluded to in his opening statement, that
24 some of these customers have 2 percent, 5 percent, 8
25 percent adoption rates for these programs. So we know

1 that customers are joining, and some of these other
2 programs also don't have a termination fee. And so
3 they're free to go and leave the program whenever they
4 like at their own leisure. If they were dissatisfied,
5 they can simply opt out of the program and they no
6 longer have to, you know, pay that monthly fee. So they
7 do have the flexibility to leave that program.

8 Q. Has the Company looked at any information
9 regarding Better Business Bureau complaints, J.D. Power
10 scores of how other utilities that have had a similar
11 program and how this program has impacted their customer
12 service scores or complaints or anything? For example,
13 we had several -- we had hearings all about the
14 complaints that another utility, not your company, in
15 this state had on a third-party system when people would
16 move into there and get all their different systems and
17 things and it was kind of a customer service nightmare.
18 There was a lot of problems. We started to see that.
19 Have you seen any of that data from other utilities that
20 have had that through Better Business complaints,
21 complaints to the regulatory bodies, J.D. Power scores,
22 anything of that nature?

23 A. No, Commissioner, I don't have that
24 information.

25 Q. Okay. So you said that adoption rates have

1 continued and a lot of the ones you've looked at have
2 been climbing in the utilities. Are there utilities
3 that have had a program like this that adoption rates
4 have declined since the initial offering of the program?

5 A. I don't know that for sure. What I can say is
6 that of the utilities, the other utilities that we've
7 benchmarked they've had these programs for 20 and 30
8 years in some instances so these programs have existed
9 for a long time.

10 Q. Okay. And so I guess the risk -- The risk is
11 on the company that's providing the product which their
12 product then provides the warranty. They're assuming
13 the risk. The other risk I see is the loss of goodwill
14 amongst its customers to Ameren based off that third
15 party's structure of their warranty. And in your
16 opinion, how is Ameren planning to mitigate that risk to
17 the Company's goodwill?

18 A. Well, again, we want to make sure that the
19 customers are informed; that they understand to the best
20 of our ability the coverage that they're getting, the
21 capability of the device, you know, what other types of
22 surges, you know, that there's other entry points for
23 surges that this device can't protect against. So
24 again, it's all about we want to make sure that the
25 customer is informed before they can make their decision

1 as to whether or not they want to enroll. If they feel
2 like that after being informed it's not something they
3 want to do, they don't have to enroll.

4 Q. But at the end of the day it is their choice
5 of whether or not to enroll?

6 A. That's correct.

7 Q. And the information that you were providing
8 them, does the customer have to sign off and
9 specifically initial by certain lightning will not be
10 covered or is it just part of a blanket, here's all the
11 things and then when you sign at the bottom to sign up
12 you're acknowledging the information or is there
13 multiple steps to clarify the customer has to take an
14 action to agree to that list?

15 A. I don't think we've outlined the specific
16 details as to, you know, what they have to mark off to
17 enroll in the program. So I can't say that with
18 certainty that there's going to be a checklist of items
19 that you are aware of this, you are aware of this. I
20 don't have that specific detail.

21 Q. I would recommend that when you're designing
22 this if we were to go forward that you do have something
23 other than check this box for our term of service type
24 of thing which no one ever reads and no one reads that
25 that there would be -- to mitigate that risk to the

1 company of which, you know, everyone buys something,
2 doesn't read the fine print and then when it doesn't
3 work out they blame the person that sold it to them and
4 the consumer will look at this as something that Ameren
5 is not the third party. I would encourage your
6 development staff if we were to move forward to take
7 those things into consideration.

8 A. Yes, sir. Thank you.

9 COMMISSIONER RUPP: Thanks, Judge. That's all
10 I had.

11 JUDGE PRIDGIN: Commissioner Rupp, thank you.
12 Commissioner Coleman, any questions? Hearing nothing
13 from Commissioner Coleman. Commissioner Holsman, any
14 questions?

15 COMMISSIONER HOLSMAN: Yes, Judge, I have a
16 quick question.

17 JUDGE PRIDGIN: When you're ready.

18 COMMISSIONER HOLSMAN: Thank you.

19 QUESTIONS BY COMMISSIONER HOLSMAN:

20 Q. So by my math if you take 115 and divide it by
21 180 months, which is the 15-year useful life of the
22 device, you're looking at about 63 cents a month. Now,
23 we heard earlier that the cost of service is going to be
24 about \$3 a month is what you kind of figured. Can you
25 tell me so the installation is 40 and we know what the

1 failure rate is on having to swap them out, it has the
2 15-year life expectancy, where are you getting the
3 additional \$2.37 a month in order to provide service
4 when the device itself doesn't actually require any
5 maintenance itself? Can you tell me where those costs
6 come from?

7 A. If you don't mind, let me pull up my workpaper
8 that has this. Give me one second here to find it.
9 Okay. Let me make sure I've got -- All right. So what
10 also goes into that \$3 a month is the other expenses
11 that are associated with the program. So you have --
12 You know, like I said, you have the administration costs
13 of, you know, for managing the call center that comes
14 with enrollment in this program, you have property
15 taxes, you know, insurance costs. There's other
16 expenses in the program that go into that \$3 number that
17 you're referring to that are outside of just the direct
18 installation and labor to install that device.

19 Q. Okay. So we heard earlier that the \$10 a
20 month is based on other successful programs, but is
21 there any data that you use to try to get to \$10 a
22 month? I mean, if the survey came back as \$5 a month
23 and that's \$2 more than the program is costing and OPC
24 said that they wouldn't necessarily oppose something
25 that was cost based for the program, what is the

1 justification for going from \$5 to \$10 or \$3 to \$10?

2 A. Yeah. Again, you know, what we were really
3 trying to do with this program, and, you know, this was
4 on the forefront of our mind in designing it is that we
5 are trying to lower rates for all customers. There has
6 to be some delta between the cost of service and
7 essentially what we're charging customers to produce
8 that excess revenue that will flow back to lower rates
9 for all customers. So the difference --

10 Q. Why not \$20 a month? Why stop at 10? Why not
11 \$20 a month? Why is 10 the stopping point?

12 A. Yeah. So again, the \$10 is based off the
13 benchmarking we did with, you know, with other
14 utilities. And we certainly could have gone up to 20
15 like you're alluding to, but then we would expect that
16 the adoption rates to be substantially less than what
17 the other utilities are. So we looked at these
18 successful programs that exist. We mirrored the
19 structure of their programs as closely as possible and
20 that includes the \$10 per month knowing that there's a
21 delta there that's going to flow back to all customers.

22 COMMISSIONER HOLSMAN: Okay. Thank you.
23 Thank you, Judge. I have no further questions.

24 JUDGE PRIDGIN: Very good. Thank you. Any
25 further bench questions? I'm going to have some

1 questions of Mr. Schneider. Do you have or can you get
2 a copy of the proposed tariff in front of you? I'm
3 going to have some questions about the tariff.

4 THE WITNESS: Sure. Give me one second here
5 if you don't mind.

6 JUDGE PRIDGIN: Just let me know when you're
7 ready.

8 MR. LOWERY: Your Honor, can I assist Mr.
9 Schneider in finding the tariff that he's looking for?

10 JUDGE PRIDGIN: Certainly.

11 MR. LOWERY: I'm going to step away for just a
12 second.

13 JUDGE PRIDGIN: Thank you.

14 MR. LOWERY: He didn't need my help after all,
15 Your Honor.

16 THE WITNESS: I got it figured out. Sorry
17 about that.

18 JUDGE PRIDGIN: No problem.

19 QUESTIONS BY JUDGE PRIDGIN:

20 Q. Do you have a copy of that tariff in front of
21 you, sir?

22 A. Yes, sir.

23 Q. If I can direct you to I think it's Revised
24 Sheet 166.2, probably about the middle of the tariff.

25 A. I've got it here.

1 Q. Try to find that. 166.2. Specifically I'm
2 looking at paragraph 4 that begins by enrolling in the
3 program. Do you have that in front of you?

4 A. Yes, sir.

5 Q. Okay. If you can review that paragraph in
6 response to I guess the next few questions. Can you
7 define what a normal household voltage is and where it's
8 defined in that sheet or in that tariff?

9 Specifically I'm looking for under paragraph D
10 the tariff states any overvoltage passing through the
11 surge protection device and overvoltages of transmission
12 at greater than normal household voltages and longer
13 than a momentary surge. I'm asking what a normal
14 household voltage is and where it's defined.

15 A. So I see that -- Your Honor, I don't know the
16 specific household voltage and it doesn't appear,
17 obviously it doesn't appear to be defined here.

18 Q. Okay. Is the manufacturer's warranty, is it
19 posted either in this tariff or on Ameren Missouri's
20 website?

21 A. So it would be upon approval of the program
22 set up. Then I've sent it in a data response request.

23 Q. I think another witness testified about Ameren
24 Missouri having a contract with another provider; is
25 that correct?

1 A. So when you say another provider, you mean the
2 device manufacturer?

3 Q. Yes, that's correct.

4 A. So we do not currently have a contract in
5 place with the device manufacturer. We conducted a
6 request for proposal where we received their pricing and
7 the pricing is held through and the terms are held
8 through this approval process. So the pricing is
9 currently held, but we do not have a contract in place
10 at the moment.

11 Q. Okay. Well, assuming you end up getting a
12 contract with this other provider, what would be covered
13 under the warranty and what would not be covered under
14 the warranty?

15 A. So I don't have, you know, I don't remember
16 verbatim everything that's specifically outlined in the
17 warranty. In terms of, you know, we use the same
18 language that's in the warranty. We use the same
19 language in our tariff, which is, you know, like we've
20 all talked about to this point motor driven household
21 equipment such as HVAC units, refrigerators, clothes
22 washers and dryers, dishwashers, freezers, hard wired
23 fans and cooking appliances. That's the language that
24 we have here listed in the tariff, which matches the
25 warranty.

1 Q. Okay. How will you inform customers of
2 explicitly what is and is not covered in the warranty?

3 A. So you mean that's outside this language or
4 what do you mean by that, sir?

5 Q. Yes. I guess how else will you communicate
6 besides just this language, how will you reach out to
7 customers to let them know what is and is not covered?

8 A. So I would recommend that if there's specific
9 items that are beyond the specific scope of, you know,
10 this language that you're referring to that there's not
11 necessarily clarity about, that they could reach out to
12 the call center who would be in contact with the
13 manufacturer. They could reach out to the manufacturer
14 directly to get specific clarity as to what -- if
15 there's an item that they're unsure about is
16 specifically covered.

17 Q. Okay. And I guess that kind of leads into
18 where I was going. Do you plan on mail inserts or phone
19 contacts or online? How do you plan to share the scope
20 of this program?

21 A. So I don't have all the details exactly how
22 our marketing team would go about doing every piece of
23 marketing, but there would probably be some mail inserts
24 that would, you know, explain that Ameren has a surge
25 protection program and outline the program that

1 obviously could reference them to, you know, the website
2 where there would be a breath of information to make
3 sure that they were informed as to what is covered and,
4 you know, the scope of the program.

5 Q. Okay. Thank you. If only normal household
6 voltages are covered under this program, what exactly
7 does the surge protection program cover?

8 A. There's probably some, and I don't want to
9 speculate here, I'm not an electrical engineer, I don't
10 know all the specific details with this, but I think if
11 there was -- yeah, I don't want to specifically
12 speculate on that. But you know, I can't -- I don't
13 know. I can't say that with certainty.

14 Q. Okay. When, if ever, would a normal household
15 voltage be considered a surge and would that be normal
16 if it damages an appliance?

17 A. I'm reading the tariff language again here.

18 Q. If you don't know, it's okay to say I don't
19 know.

20 A. I don't know.

21 Q. Okay. That's fine. If a homeowner can have a
22 whole home surge protector and pay a one-time
23 installation and equipment fee, or, you know,
24 hypothetically go anywhere from 250 to \$500 and can get
25 a discount on their homeowner's insurance for installing

1 it, why would they enroll in Ameren's regulated program
2 instead?

3 A. Well, again, you know, the difference with our
4 program is, you know, as Mr. Byrne references that, you
5 know, they don't have to find out what they need and
6 hire an electrician to come in their home and do this
7 and they maintain it themselves. Part of the benefit of
8 what we're providing is they don't know what they don't
9 know and we are providing a device that we know is going
10 to be sufficient in protecting them as evidenced by the
11 fact that this, you know, manufacturer and this device
12 is just used across other major utility programs that
13 exist and so it's not just the let alone protection.
14 It's the fact that, you know, it's the peace of mind
15 that they don't have to rely on their own knowledge to
16 get the right device and worry about hiring an
17 electrician to come in and do this.

18 Q. Thank you. If I can direct you back to I
19 guess it's Sheet 166.1 up at the very top where it says
20 monthly charges?

21 A. Yes, sir.

22 Q. Okay. Thank you. Under that monthly charges
23 section, is the 9.95 per month fee charged in perpetuity
24 or it's charged until it's canceled? How long is that
25 charged?

1 A. It would be charged for that 15 years, which
2 at that point we would have to replace them with another
3 device and at that point there would be a decision about
4 whether or not they want to continue to enroll.

5 Q. Would the fee cease after the 24 months of
6 enrollment or upon the equipment cost being recouped?

7 A. So the -- As long as they are staying on the
8 program they are going to be continued to be charged
9 9.95 a month.

10 Q. Okay. And then under the enrollment section
11 of the tariff, the paragraph right under monthly
12 charges?

13 A. Yes, sir.

14 Q. I think according and you -- Do you have
15 Staff's recommendation handy if you need to review it?

16 A. Give me a second here.

17 Q. Okay.

18 A. I've got it.

19 Q. Thank you. I believe according to Staff's rec
20 Duke Energy has a program that includes a \$60 removal
21 fee but no cancellation fee and Georgia Power has no
22 cancellation fee. So why not offer a program that's
23 more similar to Duke or Georgia Power's cancellation
24 fees?

25 A. Yeah. So couple things. I've also submitted

1 in one of my data requests, they pulled this table from
2 one of my original data requests, and then I've
3 supplemented a different table which provides a little
4 bit more clarity. So essentially the \$60, you know, the
5 removal fee, cancellation fee, it's, you know, it's one
6 in the same. If you cancel the program for 24 months,
7 you're paying \$60 to exit that program.

8 We've instituted a 24-month period where if
9 you leave prior to being on the program 24 months you
10 have to pay -- you have to pay a fee. And that again is
11 because we wanted to really protect against any
12 nonparticipant subsidy. So we wanted to recoup the
13 costs that we felt -- We wanted to recoup the costs that
14 we needed to to ensure that there was not going to be a
15 customer subsidy.

16 Q. If a customer cancels within the first 24
17 months, are the remaining unpaid fees accelerated and
18 the remaining balance due?

19 A. I believe so, yes.

20 Q. Okay. And if that same customer cancels
21 inside the 24 months, will Ameren Missouri or someone
22 else come remove the protector from the home?

23 A. Yes. So if the customer elects to leave the
24 program, then we will remove the device from their
25 meter.

1 Q. Okay. Will the customer get any sort of
2 credit for the removal and the return of the equipment?

3 A. No.

4 Q. And then back under the additional program
5 terms, I think that's where we started, Mr. Schneider,
6 there on 166.2.

7 A. Okay.

8 Q. How would a participant appeal or challenge a
9 rejection of a claim or some sort of ineligibility of
10 the claim?

11 A. I do not have that information. Let me see
12 here. I do not have that information.

13 Q. Okay. Under subsection I think under 4, let
14 me double check and I'll read off the tariff myself.
15 Under -- I guess it's under 166.2 you'll see a list
16 beginning in paragraph 4 there's several different sub
17 paragraphs, A, B, C?

18 A. Yes.

19 Q. Under section F, would lightning be an act of
20 God?

21 A. If a surge -- If lightning creates a surge
22 that comes through the meter and the device fails, then
23 the warranty would provide coverage for that.

24 Q. Under subsection E, does surrounding property
25 include a neighbor's property or does it just mean all

1 the land around the residence up to the property line?

2 A. I don't know that specific information.

3 Q. Okay. If lightning strikes a utility pole or
4 equipment or meter that serves a residence, would that
5 claim be covered or denied?

6 A. If the lightning struck the utility pole and a
7 surge came through the meter through the service line,
8 then yes, that would be covered.

9 Q. Okay. Under subsection H under state of
10 emergency, understand our current pandemic has resulted
11 in executive orders declaring states of emergency for
12 Missouri, would that mean that had this program been in
13 place and the participant as -- let me start over.

14 If the program had been in place before the
15 COVID-19 pandemic and a participant had a surge event,
16 would the customer's claim be denied?

17 A. I don't think that that's what that is
18 referring to. I think that's, you know, referring to
19 some, you know, situation, you know, where there's like,
20 you know, war or something like that where there's been
21 some type of attack and it's creating -- it's damaging
22 our infrastructure. I think that's what that's
23 referring to, not something like the pandemic.

24 Q. Okay. Under additional program terms, let me
25 be sure I find the reference. I think under 6A, it's

1 going to be on Sheet 166.3, I'm looking under paragraph
2 6A.

3 A. Okay.

4 Q. How are bill payments applied if a customer
5 makes a partial or prorated payment?

6 A. For the surge program you're saying?

7 Q. Yes.

8 A. I don't have that specific detail.

9 Q. Under 6B, the Company's toll free customer
10 service line?

11 A. Uh-huh.

12 Q. How was the seven-day period determined or
13 established and how can a claimant prove that event
14 timeline?

15 A. I believe that the seven days is in reference
16 to one of the numbers and the manufacturer's limited
17 warranty, but it's in terms of, you know, whenever you
18 discover you have seven days to report it.

19 Q. It's the customer then that kind of starts
20 that seven-day clock?

21 A. Correct.

22 Q. Can anything stop or pause that clock?

23 A. I don't think that is specifically outlined
24 here in the tariff.

25 Q. Is it possible a surge could occur when the

1 equipment is damaged in a way where the performance
2 deteriorates but does not fall within the seven-day
3 clock?

4 A. Can you repeat that question, please, sir?

5 Q. I'll try, yes. Is it possible that some sort
6 of surge event could occur and the equipment is damaged
7 but the performance due to deterioration doesn't start
8 within the seven days? For example, lightning hits
9 somebody's home, the owners are gone, they return,
10 they're unaware of the lightning strike and, you know,
11 perhaps it happens, you know, in early spring and it
12 damages, say, an air conditioner and they don't turn the
13 air conditioner on until June. What would be the
14 consequences of that where the lightning strike happened
15 and the seven-day clock arguably started running, would
16 such a claim be covered or denied?

17 A. I think that clock starts upon -- not upon
18 when the surge happened but upon when discovering or
19 suspecting a surge related problem.

20 Q. Okay. And I guess -- Well, going back quickly
21 to an act of God, I think I had asked about lightning.
22 What about the recent February cold event, would that be
23 an act of God where such a claim would not be covered?

24 A. No, I don't think that would be considered an
25 act of God.

1 Q. If a claimant wants to make a claim, what sort
2 of proof would he or she have to present?

3 A. So there would be a claim form that they would
4 have to fill out and they would have to have a document
5 from a service repair person, a certified service repair
6 person that says that this damage was, in fact, created
7 by a surge.

8 Q. Okay. Thank you. And I think if I understood
9 your testimony, and I think another witness testified to
10 this as well, you have maybe a contention contract or a
11 possible contract in place should this program be
12 approved with a vendor?

13 A. Contract discussions are taking place with all
14 the vendors but no formal contracts have been signed
15 yet.

16 JUDGE PRIDGIN: Okay. All right. I think
17 that's all I have. Let me see if we have any further
18 bench questions before we go to recross. I don't hear
19 anything. Let me see if we have any recross. Ms.
20 Payne, any questions?

21 MS. PAYNE: A few. Thank you, Your Honor.

22 COMMISSIONER HOLSMAN: Hey, Judge. Can you
23 hear me? I'm sorry.

24 JUDGE PRIDGIN: Is this Commissioner Holsman?

25 COMMISSIONER HOLSMAN: Yes, it is.

1 JUDGE PRIDGIN: I'm sorry. When you're ready,
2 sir.

3 COMMISSIONER HOLSMAN: Okay. Thank you. I
4 apologize for that.

5 QUESTIONS BY COMMISSIONER HOLSMAN:

6 Q. What is the -- What will the policy be when
7 someone moves and a new owner comes into a home and they
8 would inherit the device and the \$10 payment and they
9 decided they didn't want to pay the \$10 any more? Is
10 that something they automatically just come out and take
11 off?

12 A. So anytime a customer leaves the program,
13 whether it's because they move or they don't want to be
14 on the program any more, the device will be removed.

15 Q. Okay. And so one of the questions I have is
16 if you have done this program for two years, three
17 years, you've well paid for the cost of the device and
18 the initial installation. And if you stop paying for
19 the responses to come and pull it, is that -- is there
20 any discussion to be had there in terms of once the
21 device has already been paid for? It just seems like
22 into perpetuity on a \$10 a month payment after the cost
23 has been recouped over the first year is a little bit
24 drastic. You know, I'm just having a little bit of
25 question about that part of it. I don't know how I

1 formulate that into a question for you other than to
2 maybe just express, you know, a little bit of
3 disconcerting I have for it. I don't have a question
4 for you. I mean, so okay, I guess the question would be
5 is the device and the installation paid for after the
6 first year of paying the \$10?

7 A. I can't say with certainty it would be like
8 exactly right after the first year. We've made
9 essentially the term, you know, before when they have to
10 pay a cancellation fee we've made that two years. I
11 think specifically the installation and the labor to
12 install it, the cost is about \$115. But again if they
13 elect to leave the program, then we have to come out and
14 remove it so there's a cost associated with that. The
15 way that we've, you know, designed the program is that
16 we believe after two years of being on the program that
17 that's enough to recoup all the costs associated there
18 with them having initially enrolled.

19 Q. But if they cancel, you're still going to come
20 get it even though it's been paid for?

21 A. That's correct.

22 COMMISSIONER HOLSMAN: All right. Thank you.
23 No further questions, Judge.

24 QUESTIONS BY COMMISSIONER COLEMAN:

25 Q. Judge, I have a follow up to Commissioner

1 Holsman's question regarding if a person has moved and a
2 new person has moved in and they don't want the service,
3 this function to continue, the answer was that they
4 would come out and it would be removed. At whose cost
5 is my question regarding that? The new tenant or is
6 that something that you eat?

7 A. So if I'm living in a home and I move, then I
8 am responsible for, you know, I'm responsible for the
9 monthly payment. I'm responsible for any termination
10 fee and anyone coming in after wouldn't have, even have
11 that device there to make that decision to say I want to
12 be on the surge program so keep the device. If I move,
13 that device is going to be removed.

14 COMMISSIONER COLEMAN: Thank you.

15 JUDGE PRIDGIN: Okay. Thank you.

16 Commissioner Coleman, thank you. I think a couple of
17 follow up questions.

18 QUESTIONS BY JUDGE PRIDGIN:

19 Q. Is there a copy of the draft warranty either
20 attached to someone's testimony or if not, can it be
21 provided?

22 MS. PAYNE: Judge, I actually sent an email
23 just a few minutes ago that includes the copy of the
24 warranty that was provided by Ameren Missouri in
25 response to Staff's DR.

1 JUDGE PRIDGIN: Very good.

2 MS. PAYNE: I was hoping that Mr. Schneider
3 could answer a few questions to verify that and we can
4 offer it.

5 JUDGE PRIDGIN: Thank you. I'll let you
6 question Mr. Schneider here in just a moment. Thank
7 you, Ms. Payne. I think one more question, Mr.
8 Schneider.

9 BY JUDGE PRIDGIN:

10 Q. Doesn't a claimant have to get a certified
11 professional's attestation about damage to their
12 property?

13 A. Yes, that's correct.

14 Q. Okay. Why wouldn't the cost of getting that
15 attestation be reimbursed to the program participant?

16 A. Upon approved validity of that claim, it would
17 be. It falls within those claim limits.

18 Q. Okay. Is there a tariff language that says,
19 you know, this is how this is done?

20 A. I don't know if we have that explicitly stated
21 in the tariff.

22 JUDGE PRIDGIN: Okay. All right. Thank you.
23 All right. Any further bench questions before we go
24 back to cross? All right. Ms. Payne, when you're
25 ready, ma'am.

1 MS. PAYNE: Thank you, Judge.

2 RECROSS-EXAMINATION BY MS. PAYNE:

3 Q. To follow up on some of the questions that
4 Commissioner Holsman was just asking you, to be clear, I
5 guess stated a different way once a customer has chosen
6 to participate in the program, they are essentially
7 going to be paying costs equal to that \$10 monthly fee
8 for two years regardless of how long they choose to stay
9 in the program; is that correct?

10 A. Spread out over that initial two-year period,
11 9.95 a month.

12 Q. Unless they were to stop participating in the
13 program prior to the two years, then they would pay it
14 all at once, correct?

15 A. That's correct.

16 Q. Okay. And also for the record even if they
17 choose not to participate in the program for a full two
18 years or even beyond two years, that device is still
19 going to be incorporated into rate base costs after that
20 two years, correct?

21 A. That is correct, but, you know, the two years
22 being on would cover the subsequent return for that
23 being in rate base.

24 Q. But essentially it's still going to need to be
25 considered in rate base actually going forward for 15

1 years, correct?

2 A. Yes, I believe that's correct.

3 Q. Okay. Thanks. I'm hoping your counsel
4 provided you with the documents that I sent.

5 A. Let me see here. I don't know if it's in this
6 --

7 MR. LOWERY: Well, he has access to them.
8 Maybe I can short circuit this a little bit, Whitney.
9 We don't have any objection to you putting these data
10 request responses in the record. I'd like the entire
11 response to be in the record. I don't think you sent
12 maybe the actual responses in all cases. You just sent
13 some attachments. Your Honor, we'll stipulate these
14 responses that Ms. Payne has sent around can be admitted
15 into the record as our accurate data request responses
16 as long as we put the entire response in.

17 MS. PAYNE: I appreciate it. Yes, I was kind
18 of assembling them while we've been questioning. I
19 admit I think I missed the cover sheet on one for sure.
20 I'll turn them into more appropriate exhibits to offer
21 over the lunch hour. But essentially just to clarify,
22 they are the Ameren Missouri response to DR 24 which
23 included a copy of the warranty that's offered by the
24 manufacturer of the device and then DR 13 included a
25 spreadsheet that shows the claims that were made to

1 Ameren Missouri from 2000 to 2020 related to surge
2 incidents and then also DR 23 which included a spec
3 sheet for the device itself. Does that sound correct?

4 A. Are you asking me -- Is that to me or to Jim?

5 Q. Yes.

6 A. Yes, that's correct.

7 Q. I'd take an answer from either. Just to
8 clarify, I don't know if you have the spec sheet in
9 front of you but that's what was provided in response to
10 Staff's DR 23.

11 A. Okay.

12 Q. Would you clarify that the voltage rating on
13 that spec sheet says it's 120/240?

14 A. I've got it pulled up here. It says for
15 single -- Yeah, it's rated for single phase applications
16 120/240 volt.

17 Q. Okay. Thanks. And then just one other
18 question. We talked a lot about the 5 in 10,000 failure
19 rating. Would you agree that that was equated to the
20 possibility of a customer experiencing damage to their
21 electric equipment?

22 A. Can you -- I'm not sure I understand your
23 question. Can you maybe ask that a different way?
24 Sorry.

25 Q. So the actual determination of this 5 in

1 10,000 failure rating was actually -- it was actually
2 calculated based on the possibility of a customer
3 experiencing damage to a piece of electrical equipment?

4 A. I don't know exactly how they determined what,
5 you know, instituted that, you know, 5 out of 10,000
6 failure rate, but perhaps that could be why.

7 MS. PAYNE: Okay. Thank you. I have no
8 further questions. Thank you, Judge.

9 JUDGE PRIDGIN: Ms. Payne, thank you.
10 Mr. Williams? Mr. Williams, any questions? I don't
11 know if we have lost Mr. Williams. I still see him
12 showing on our screen without video. Let me see if we
13 have any redirect to keep things moving. If need be,
14 we'll come back to Mr. Williams and give him a chance to
15 cross and we'll go from there. I don't know if he has
16 any cross or not. Any redirect?

17 MR. LOWERY: I do have a number of questions,
18 Your Honor.

19 JUDGE PRIDGIN: When you're ready. We will
20 likely break for lunch after this witness.

21 MR. LOWERY: All right. Very well.

22 REDIRECT EXAMINATION BY MR. LOWERY:

23 Q. Mr. Schneider, you were asked -- I'm probably
24 just going to mostly go in reverse order just for
25 primacy of the questions. You were asked some questions

1 about this technical specification sheet which is
2 included in DR No. 23, I believe. Do you have an
3 understanding about why the 120 and 240 is listed in the
4 technical specification sheet?

5 A. I don't have those specific details as to why
6 that was necessarily listed there.

7 Q. Do you know what kind of installation this
8 device is meant to be installed for?

9 A. Yes. This is meant for essentially
10 residential applications. That's what this thing is
11 meant to be used for.

12 Q. So do you have an understanding of whether it
13 would be intended or properly functional at a higher
14 voltage than those?

15 A. I don't know that for sure.

16 Q. Okay. You were asked some questions I think
17 about whether the devices that have been removed will
18 still be reflected in the Company's rate base for the
19 remainder of the 15 years. Do you remember that?

20 A. I do.

21 Q. Do you have an opinion about whether or not
22 the 24 months worth of fees that will have been paid for
23 each device either because somebody participated for the
24 whole two years or they left in less than that and paid
25 a termination fee, do you have an opinion about whether

1 or not those fees are equal to, less than, more than the
2 return and depreciation on the devices for the remainder
3 of the 15 years?

4 A. Yes, I do have an opinion on that.

5 Q. What is that opinion?

6 A. That the fees for the two years would be
7 enough to cover the associated costs with that device in
8 rate base.

9 Q. There were a number of questions I think about
10 the termination fees, and so on. Do you know what the
11 magnitude of those fees are in terms of your overall
12 economics of the program?

13 A. They are -- I do. They are a very small
14 percentage. I think the termination fees in our
15 expected case are about 1.1 percent of the overall
16 revenue for the program.

17 Q. About how many -- In dollars, about how many
18 -- about what is that?

19 A. I think it's about 726,000, I believe.

20 Q. And do you know what those figures are for
21 your worst-case scenario and your best-case scenario?

22 A. Yes. In the best-case scenario it's about
23 672,000 which is about half percent of the total
24 revenues and then in the worst-case we said that there
25 would be no termination fee revenue.

1 Q. Commission Holsman, he asked you a number of
2 questions and I think we both understood sort of what he
3 was getting at. I think he even expressed -- I don't
4 remember if he used discomfort or exactly the word he
5 used, but he had some questions about why are customers
6 going to pay 9.95 per month instead of I guess paying
7 9.95 for a period of time and then not paying any more.
8 Do you remember those questions?

9 A. I do.

10 Q. Can you just try to put in your own words
11 explain your rationale, the Company's rationale, you
12 know, for what these customers are getting and why
13 you're charging 9.95 a month as opposed to somehow tying
14 this to the cost of the installed device?

15 A. Yeah. Again, customers I believe they want
16 convenience. They don't know a ton about surges. And
17 they may not know a lot about all the devices that exist
18 at retail. So you know, they may not want to hire an
19 electrician to come in and install a device. So we're
20 proposing to make it very easy for them to get the
21 protection of a surge protection device where, you know,
22 we take care of it, we install it. If it fails, we're
23 going to remove it. We don't have to come in your home
24 to install it. The service component of this program,
25 you know, I believe is, you know, what customers want.

1 If you look at the other utility programs that exist, we
2 know that customers are enrolling in these other
3 programs and they find this type of service valuable.

4 Q. How does Ameren Missouri's program compare to
5 the other programs in terms of paying an ongoing,
6 whatever it is, 9.95 fee, and I think that's actually
7 similar to the other programs as opposed to somehow
8 tying it to the installed cost of the device?

9 A. It's our program is very comparable to the
10 other programs. They all have a reoccurring monthly
11 fee. They're all installing a surge protection device
12 on the meter. In fact, most of these other programs are
13 using this exact same device by the same manufacturer so
14 our program matches up very closely with these other
15 programs.

16 Q. Speaking of that, I think you were asked some
17 questions about whether you have a contract and you said
18 you didn't; is that right?

19 A. That's correct.

20 Q. Is there some question about whether this is
21 going to be the manufacturer or has that been settled?

22 A. Kenick is going to be our manufacturer for the
23 device.

24 Q. You know the price too?

25 A. Yeah. The price is, like I mentioned, through

1 the RFP process the pricing is held up until, you know,
2 is held through the hearing negotiations. They're aware
3 that we're going through this process and they've given
4 us our price and they've agreed to hold it.

5 Q. There were a number of questions I think by
6 different examiners about lightning. And could you just
7 -- I think there might still be a little confusion about
8 the relationship of lightning and the coverage by the
9 device, the warranty. Can you just please try to
10 explain as clearly as you can how the program works in
11 terms of surges caused by lightning?

12 A. Sure. And I apologize if I didn't make this
13 clear earlier. This is a new thing for me. I was
14 probably a little bit nervous. If a lightning strike
15 causes a surge that would come in through the service
16 meter, the device is going to protect it. If it
17 doesn't, if the device fails, that type of surge would,
18 you know, be -- would fall underneath the warranty. It
19 would be protected by the warranty. If a lightning
20 strike, you know, directly strikes the home or, you
21 know, comes in through a data line, you know, that is
22 something that would not be protected by the device and
23 therefore would not be covered underneath the warranty,
24 but, you know, and I know that this came up in the data
25 request, but the device does protect against surges that

1 are initiated by lightning and the subsequent warranty
2 offers coverage for those.

3 Q. As long as the surge comes through the meter,
4 right?

5 A. That's correct.

6 Q. And just so the record is clear, and Judge
7 Pridgin, you had a number of questions about this, you
8 have testimony in your prefiled testimony, I guess it
9 would be Exhibit 4, that addresses a clarification to
10 the tariff language that you agree probably needs to be
11 made; is that right?

12 A. Yes, that's correct.

13 Q. You were asked some questions about Duke's and
14 Georgia Power's termination fees. Why does our program
15 have a different termination fee than Duke and Georgia
16 Power have? What was your rationale?

17 A. So we're instituting a termination fee because
18 we're trying to ensure that there's little risk for any
19 nonparticipant subsidy. We want to make sure that we're
20 recouping as much cost as we can to ensure that
21 nonparticipants aren't paying for any aspect of this
22 program. It's truly to eliminate that risk.

23 Q. Was it a judgment call as to what the right
24 level should be?

25 A. I think so. I mean, we could have, you know,

1 we could have instituted no potential termination fee
2 and, you know, hoped that, you know, potentially more
3 customers would enroll, but we felt like that this was
4 the best approach to again ensure that there's little
5 risk to nonsubscribers.

6 Q. You were asked some questions, I think, I
7 think this was Judge Pridgin, about the warranty and
8 whether it's in the tariff, and so on. What's your
9 expectation about potential participants' access and
10 ability to understand the warranty before they sign on
11 the dotted line so to speak and sign up to participate?
12 Do you have an expectation?

13 A. Yeah, I would expect that they would be very
14 informed about what the warranty does and does not cover
15 and they would, you know, know the aspects of the
16 program and why they're enrolling and yeah, I believe
17 they will be informed and understand the warranty.

18 Q. I think Commissioner Rupp asked you some
19 questions, and also I think was giving some advice.
20 What is your expectation about making sure that the
21 enrollment process, whether it's on the phone or in the
22 website or whatever, requires customers to acknowledge
23 and understand what they're not getting? Do you have an
24 expectation about that?

25 A. Yeah. You know, and I think he made that

1 clear too that we need to make sure that they understand
2 what it can and cannot do and what type of coverage they
3 are not getting. So we want to make that clear before,
4 you know, any customer elects to enroll in the program.

5 Q. I think Commissioner Holsman asked you some
6 questions about the -- he used a figure of \$2.37 a month
7 and I think he might have been comparing that to, I
8 don't know, maybe perhaps a different price point. Do
9 you recall that question? I don't have excellent notes
10 on that to be honest. Do you recall a question about
11 \$2.37?

12 A. I don't remember explicitly what he was
13 referring to.

14 Q. That's all right. I think it was Commissioner
15 Rupp was asking you about adoption rates of other
16 programs. Do you remember that?

17 A. I do, yes.

18 Q. Do you know what the adoption levels are for
19 these other peer programs upon which you modeled the
20 Ameren Missouri program?

21 A. Yes. So the Florida Power & Light and Duke
22 programs have approximately an 8 percent adoption rate
23 of their customer base, you know, which matches up with
24 our best-case scenario. Again, we took a conservative
25 approach with our expected case being after five years

1 we would have a 5 percent adoption rate. Then the
2 Georgia Power program, they have approximately a 2
3 percent adoption rate after having just had the program
4 for two to three years.

5 Q. How does that compare to your assumed adoption
6 rates?

7 A. So our expected case, we're projecting a 5
8 percent adoption rate after five years which, you know,
9 again we believe is very attainable considering the
10 adoption rates of the other programs, and I would note
11 that our worst-case scenario is worse than the adoption
12 rates of all the other programs. And even in our
13 worst-case scenario that we've put forth in our
14 workpapers, it still proves to be beneficial to all
15 customers in lowering rates.

16 Q. What is your -- If that worst case came to
17 pass, only a 2 percent adoption rate after five years,
18 what is the levelized cost of the program over the
19 modeling period even in that scenario?

20 A. Let me see here. The levelized cost per month
21 looks like it's about \$7.23 in that worst-case scenario.

22 Q. So in round figures, a buck seventy-five less
23 than the program charge?

24 A. Yes, that's right.

25 Q. Over what period of time did you look at the

1 figures to come up with that 7.23 and I think a \$3 was
2 mentioned for the expected case. What period of time
3 did you use?

4 A. That's over the 20 years that we modeled in
5 the program.

6 MS. PAYNE: Objection, Judge. I think we've
7 wandered outside of what questions were actually asked.

8 JUDGE PRIDGIN: Mr. Lowery?

9 MR. LOWERY: Your Honor, I think the witness
10 was asked questions about the levelized cost by
11 Commissioner Holsman. He was asked questions about the
12 various adoption rates. So I think both of those
13 questions get into the areas that I've been questioning
14 Mr. Schneider about.

15 MS. PAYNE: I think the witness has answered
16 the questions within the scope of what Commissioner
17 Holsman was asking him about. I think we've gone on
18 into him giving an entirely new piece of testimony.

19 MR. LOWERY: I mean, I don't have any further
20 questions about the topic, Your Honor. I was about
21 ready to move on anyway.

22 JUDGE PRIDGIN: All right. I'll overrule.

23 MR. LOWERY: Bear with me just a second, Your
24 Honor, but that may be all my questions. I might have
25 missed a page. Let me take a quick look here. Nope,

1 Your Honor, those are all the questions I have. Thank
2 you very much.

3 JUDGE PRIDGIN: Thank you. I will have just a
4 few more and I'll see also if we have any other bench
5 questions, recross and redirect based on my questions.
6 Are there any further bench questions for Mr. Schneider?
7 Okay. Hearing none.

8 QUESTIONS BY JUDGE PRIDGIN:

9 Q. Mr. Schneider, would the device give some sort
10 of signal if it fails?

11 A. So the device has an LED light on it. If the
12 device is not working, then that light would go off.
13 That light is visible from outside the meter. So the
14 customer could go out and look and see the light is not
15 on, the device is not working, I need to get this fixed.

16 Q. Okay. Thank you. Would either Ameren
17 Missouri or someone else inspect those devices
18 periodically?

19 A. So we intend to do a sampling of the devices
20 to ensure that, you know, that the lights are on and
21 that the devices are working properly.

22 JUDGE PRIDGIN: Okay. I think that is all
23 that I have. Any recross based on those questions? Ms.
24 Payne?

25 MR. WILLIAMS: Judge.

1 MR. PRIDGIN: Mr. Williams, I'm sorry. I
2 forgot. Mr. Williams, yes.

3 MR. WILLIAMS: I was unable to I guess be
4 heard earlier whenever you asked me for cross. I do
5 have a couple of questions, I think, or at least one
6 brief topic.

7 JUDGE PRIDGIN: Sure, whenever you're ready.

8 RECROSS-EXAMINATION BY MR. WILLIAMS:

9 Q. Mr. Schneider, do you recall when Commissioner
10 Holsman was asking you about the pricing on the -- the
11 proposed pricing and how you arrived at it for the surge
12 protection program?

13 A. Yes, I do.

14 Q. And you responded that it was benchmarked
15 against programs that are offered as nonregulated
16 offerings in other states, correct?

17 A. Yes, that's correct.

18 Q. Does Ameren Missouri offer any utility
19 services currently that are priced by benchmarking?

20 A. I don't know that. I don't know that specific
21 answer.

22 MR. WILLIAMS: No further questions.

23 JUDGE PRIDGIN: Thank you, Mr. Williams. Ms.
24 Payne, any further cross?

25 MS. PAYNE: No questions. Thank you, Judge.

1 JUDGE PRIDGIN: Thank you. Redirect, Mr.
2 Lowery?

3 MR. LOWERY: I don't have any further
4 questions, Your Honor. Thank you.

5 JUDGE PRIDGIN: Very good. This looks to be a
6 convenient time to break for lunch. I show 12:17 on my
7 computer. Unless the bench or counsel has any issue
8 with it, I would propose that we will resume the hearing
9 at 1:30. Is that an issue for anyone?

10 MR. LOWERY: Not for us, Your Honor. Thank
11 you.

12 JUDGE PRIDGIN: Thank you. I know some people
13 need to work over the lunch hour so I want to give a
14 little extra time. Unless there's anything further.
15 Going once, going twice. Very good. We will stand in
16 recess until 1:30. Thank you very much. We're off the
17 record.

18 (Off the record.)

19 JUDGE PRIDGIN: On the record, please. Good
20 afternoon. We are back on the record. I'm showing that
21 it's 1:30. I'm going to give people another two or
22 three minutes. We have some people that are a little
23 late getting on and then we'll get started.

24 Very good. All right. On the record, please.
25 Good afternoon. We are back on the record. I believe

1 as we left before lunch we finished with Mr. Schneider
2 and we'll be moving on to Mr. Wills who is Ameren
3 Missouri's final witness for this case. Is there
4 anything counsel needs to bring up before we call him to
5 the stand?

6 MR. LOWERY: No, Your Honor.

7 JUDGE PRIDGIN: All right. Hearing nothing.
8 Mr. Wills, are you there, sir?

9 THE WITNESS: Yes, I'm here, Your Honor.
10 Thank you.

11 JUDGE PRIDGIN: Very good. If you'll raise
12 your right hand to be sworn, please.

13 (Witness sworn.)

14 JUDGE PRIDGIN: Thank you, sir. Mr. Lowery or
15 Mr. Banks, whenever you're ready.

16 MR. LOWERY: Thank you, Judge.

17 STEVEN M. WILLS,
18 being sworn, testified as follows:

19 DIRECT EXAMINATION BY MR. LOWERY:

20 Q. Would you please state your name for the
21 record?

22 A. Steven Wills.

23 Q. Mr. Wills, did you cause to be prepared for
24 filing in this docket direct and corrected surrebuttal
25 testimony, which I believe, Your Honor, will be Exhibits

1 5 and 6 respectively; is that correct?

2 JUDGE PRIDGIN: Yes, that's correct. Thank
3 you.

4 THE WITNESS: Yes, I did.

5 BY MR. LOWERY:

6 Q. Mr. Wills, is that testimony true and correct,
7 to the best of your knowledge, information and belief?

8 A. Yes, it is.

9 Q. If I were to pose the questions in both
10 Exhibits 5 and 6 to you today, would your answers be the
11 same?

12 A. Yes.

13 MR. LOWERY: With that, Your Honor, I would
14 move the admission of Exhibits 5 and 6 into evidence,
15 and I'll tender Mr. Wills for cross-examination.

16 JUDGE PRIDGIN: Mr. Lowery, thank you.
17 Exhibits 5 and 6 have been offered. Any objections?
18 Hearing none, Exhibits 5 and 6 are admitted.

19 (EXHIBITS 5 AND 6 WERE RECEIVED INTO EVIDENCE
20 AND MADE A PART OF THIS RECORD.)

21 JUDGE PRIDGIN: Ms. Payne, any cross?

22 MS. PAYNE: No questions, thank you.

23 JUDGE PRIDGIN: Thank you. Mr. Williams, any
24 cross?

25 MR. WILLIAMS: Thank you.

1 CROSS-EXAMINATION BY MR. WILLIAMS:

2 Q. Mr. Wills, good afternoon.

3 A. Good afternoon.

4 Q. Does Ameren Missouri currently offer any
5 utility services at anything other than cost based
6 rates?

7 A. Well, let me think about that for a minute.
8 Certainly all of our services are, you know, in every
9 rate case there's a class cost of service model done
10 that, you know, allocates costs, you know, to different
11 customer classes. It is typical that the final rates
12 don't precisely follow that. I think we generally
13 believe that they roughly approximate cost overall. I'm
14 trying to think of any other circumstances. I think in
15 general the cost of service standard is typically what
16 we're going to -- our rates are based on in terms of the
17 basic electric services that we provide through our
18 standard tariffs to customers.

19 Q. Does Ameren Missouri currently offer any
20 utility service based on a benchmark pricing and
21 benchmarked against services provided by nonregulated
22 entities?

23 A. I can't think of any benchmarks provided
24 against nonregulated entities. I think that certainly
25 some of our incentive programs like charge ahead and

1 perhaps energy efficiency, I'm not quite as close, I was
2 very involved in charge ahead, one of the things that we
3 looked at as far as the level of incentives paid to
4 customers was other utility programs and how much they
5 paid for charging infrastructure incentives. That's not
6 a rate per se, but it's an incentive that we pay under a
7 tariff. There were certainly no unregulated entities
8 that would have been included in that benchmarking.

9 MR. WILLIAMS: No further questions at this
10 time. Thank you.

11 JUDGE PRIDGIN: Mr. Williams, thank you. Let
12 me see if we have any bench questions and, Commissioner
13 Coleman, I think you're the only Commissioner in
14 attendance right now, do you have any questions? I
15 don't hearing anything from Commissioner Coleman. I
16 think you might be on mute. Commissioner Coleman, any
17 questions? All right. I don't hear any questions. I
18 just have a few.

19 QUESTIONS BY JUDGE PRIDGIN:

20 Q. Mr. Wills, given what recently happened in
21 Texas, what would happen if there was a similar event
22 that caused a significant amount of surges that damaged
23 a significant number of appliances?

24 A. I'm definitely familiar with some of the
25 events in Texas. I'm not aware of it having caused

1 significant number of surges. I mean, I think if there
2 was some sort of natural disaster event or weather
3 occurrence event that caused a large number of surges I
4 think without the program those would have the potential
5 to impact our customers', you know, equipment and we may
6 experience some claims and some expense as a result of
7 that depending on what the nature of the surges was and
8 all of that. You know, the program would certainly have
9 a mitigating impact on those customers who had enrolled
10 in the program, I think, but again, I'm not familiar
11 with surges being one of the major problems that
12 happened in Texas but I think were that the case that's
13 probably what would happen.

14 Q. What happens if the replacement costs of these
15 appliances exceeds the revenue?

16 A. So the replacement costs are covered by, as I
17 understand it, and Mr. Schneider was, you know,
18 obviously the one who worked most closely with the
19 vendor but the replacement costs are covered by the
20 vendor of the surge protection device. So really it's
21 just subject to the coverage limitations customers would
22 get paid all the way up to the coverage limitation, but
23 anything that exceeds the coverage limitation I think
24 would be the responsibility of the customer.

25 Q. Either in the upcoming rate case or in a

1 future rate case, will the Company seek to include the
2 surge protection equipment in rate base?

3 A. Yes. I think our intention is to include the
4 surge protection equipment in rate base.

5 Q. Did I understand I think from a prior witness
6 it would not be in the test year in the rate case that
7 Ameren Missouri just filed. So it would be in a future
8 rate case; is that correct?

9 A. I think that's by far the most likely outcome.
10 I think the currently pending rate case has a proposed
11 true update through September. I think it's highly
12 unlikely that we would be through this proceeding and we
13 would have an approved program that was up and running
14 before the true update.

15 Q. Okay. Based on customer studies that Ameren
16 Missouri has performed, what are the general
17 demographics of the customers that have expressed
18 interest in enrolling in this program?

19 A. I apologize. I mean, I've seen the documents
20 that Mr. Schneider provided in terms of the customer
21 surveys, but I'm not intimately familiar with them. So
22 I can't really speak to the makeup of the customers that
23 were included in that surveying. I'm just not familiar
24 enough with the makeup of that panel.

25 JUDGE PRIDGIN: Okay. All right. Thank you.

1 I think those are all the questions that I have. Let me
2 see if we have any recross based on bench questions.

3 Ms. Payne?

4 MS. PAYNE: No, thank you, Judge.

5 JUDGE PRIDGIN: Mr. Williams?

6 MR. WILLIAMS: Yes, thank you.

7 RECROSS-EXAMINATION BY MR. WILLIAMS:

8 Q. Mr. Wills, do you recall Judge Pridgin asking
9 you about Texas and you responded about surges?

10 A. I recall that question, yes.

11 Q. There's been a lot of talk about surge here.
12 I'm not sure anybody has actually defined it. What do
13 you mean whenever you use the term surge?

14 A. I'm not an engineer, Mr. Williams. So I think
15 it would be just my kind of lay person's understanding
16 in terms of the engineering of the system is that an
17 overvoltage or an overcurrent beyond the normal levels
18 that we would be providing that pass through the meter
19 that are above the levels that, you know, residential
20 equipment is typically designed to handle. Again,
21 that's not -- Based on my unengineering background,
22 that's my understanding of it.

23 MR. WILLIAMS: Thank you.

24 THE WITNESS: Thank you, sir.

25 JUDGE PRIDGIN: Thank you. Any redirect?

1 MR. LOWERY: Very little, Your Honor.

2 REDIRECT EXAMINATION BY MR. LOWERY:

3 Q. Mr. Wills, Judge Pridgin asked you, and I
4 wasn't sure if your answer was clear, he asked you about
5 what happens if the replacement costs, I guess he meant
6 replacement costs of refrigerators or HVAC or whatever
7 replacement costs that the warranty would cover, what
8 happened if those costs were more than the -- I think he
9 meant program revenues. Do you remember that question?

10 A. Yes, I remember the question.

11 Q. Do the replacement costs paid under the
12 warranty have anything to do with the program costs
13 incurred by Ameren Missouri?

14 A. No. Those costs -- The point I was trying to
15 make is that those costs are borne by the manufacturer
16 of the device and so they don't experience -- they
17 don't, I'm sorry, impact the Company's expenses and
18 therefore any test year expenses that could get
19 reflected in customer rates.

20 MR. LOWERY: Judge, I don't have any more
21 redirect questions. I did want to bring up a
22 procedural. Commissioner Silvey asked me a specific
23 question about what does the 2.8 million translate into
24 in terms of rates, and I specifically told him that
25 Mr. Wills could answer that question. He's not here,

1 but Mr. Wills, of course, hearing that did calculate
2 that number. Would you like for me to ask him so he can
3 provide that to the Commissioner?

4 JUDGE PRIDGIN: Yes, please.

5 BY MR. LOWERY:

6 Q. Mr. Wills, you heard the exchange I just had
7 with the Judge. Can you please explain or answer the
8 question the Commissioner had and that is the 2.8
9 million in that three-year case if we didn't have any
10 participants, what does that translate into in terms of
11 rate impact?

12 A. Sure. Thanks, Mr. Lowery. I think the
13 question that I heard Commissioner Silvey ask was about
14 a worst-case financial outcome, and the 2.8 million what
15 that looks at is really the three, first three years of
16 O&M expense because the very worst case would be no
17 customers sign up and we get no revenue and we've got to
18 cover all of those O&M costs with no revenue and across
19 those three years would be about 2.8 million. So that's
20 a little under a million dollars per year and a million
21 dollars per year, just going through some very basic
22 math, the Company's revenue requirement for retail rates
23 proposed in the current case is about \$2.8 billion. So
24 a million dollars in a year would be about 300ths of a
25 percent of the revenue requirement. So just thinking

1 about, you know, our typical residential customer's bill
2 is roughly a hundred dollars a month on average. So
3 three-tenths of a percent of a \$100 bill would be about
4 three cents a month. And again, you know, those costs
5 may be incurred over the three years that we've asked
6 the Commission to allow the program to run before we
7 evaluate the program. You know, it would totally depend
8 -- how much of that actually went into a customer's bill
9 would depend on how much those fell into a test year of
10 a rate case. But if you took that average of a million,
11 you'd think about three cents a month for the length of
12 duration that rates may be in effect during the case.
13 So there's a lot of little nuances that can influence
14 the precise amount, but I think one of the points that,
15 you know, that we'd like to make is just that the
16 nuances make a difference between three cents and one
17 cent or zero cents or something, but the overall
18 economics of the program are not going to be impacted,
19 you know, significantly by any of those kind of
20 differences that may occur.

21 JUDGE PRIDGIN: I think you might have been on
22 mute, Mr. Lowery. Any further questions? I think
23 you're on mute. I'm taking that no more questions.

24 MR. LOWERY: I'm sorry. I keep getting it
25 backwards. Those are all the questions I have. The

1 technology is defeating me. Thank you.

2 JUDGE PRIDGIN: I understand. I've been
3 there. Because that was an answer to a bench question,
4 let me quickly go around and see if we have any other
5 bench questions first. I think Commissioner Coleman
6 might be with us. I don't have if any of the other
7 Commissioners are with us. Any other bench questions?
8 Hearing none. Any recross based on that bench question?
9 Ms. Payne?

10 MS. PAYNE: No. I would bring up there is an
11 OPC DR 1102 in which the Company provided the results of
12 the customer surveys that were taken of its customers
13 and which it's basing some of its testimony on for how
14 it established the program. I wondered if that exhibit
15 would be helpful in light of the questions that you
16 asked about the demographics of the customer interest.

17 JUDGE PRIDGIN: That's something if you wanted
18 to offer that, I mean, that's something the Commission
19 would be happy to look at if that's something you wanted
20 to offer into evidence.

21 MS. PAYNE: Okay. Because it's OPC's DR, I
22 didn't know if they would prefer that I provide it or if
23 they would want to provide a copy of that.

24 JUDGE PRIDGIN: I have no preference. I'll
25 let you and Mr. Williams figure that out. Either way is

1 fine with me.

2 MR. LOWERY: Your Honor, I don't know if I
3 have an objection or not. Of course, they both had an
4 opportunity to ask questions of the person who, of
5 course, answered that data request and they didn't ask
6 questions about it. So I'm not sure that -- I think I
7 might have an objection to just dumping the survey into
8 the record. I don't think it was specifically asked for
9 by a Commissioner.

10 JUDGE PRIDGIN: If and when the objection is
11 lodged and the exhibit is offered, I'll deal with it.
12 Any more questions of this witness? Ms. Payne?

13 MS. PAYNE: I guess I would ask was Ameren
14 Missouri asked a DR by OPC regarding the customer
15 surveys that were taken and that it used on which to
16 base its proposal for this program?

17 MR. LOWERY: Your Honor, I'm going to object.
18 That's beyond the scope of any bench questions given to
19 this witness.

20 MS. PAYNE: He was specifically asked about
21 the demographics of the customer interest in this
22 program. The customer demographics of the interests in
23 the program would be contained in surveys that were
24 taken of Ameren Missouri customers, would they not?

25 MR. PRIDGIN: I'll overrule the objection, and

1 you might need to ask the question again.

2 THE WITNESS: Yes, that would be helpful.

3 RECROSS-EXAMINATION BY MS. PAYNE:

4 Q. Mr. Wills, I apologize. So Ameren Missouri
5 did perform customer surveys to gauge the interest in a
6 program of this sort, did it not?

7 A. That's my understanding, yeah. I mean, I've
8 seen some of that information.

9 Q. And were you aware that OPC asked a DR request
10 of Ameren Missouri in relation to this case in which it
11 asked for copies of the results of those surveys for
12 review?

13 A. I believe I was aware that there were some
14 data requests on that topic. I didn't respond to them
15 personally myself, but yes, I think that there were some
16 questions asked.

17 MS. PAYNE: Okay. Thank you. No further
18 questions.

19 JUDGE PRIDGIN: Ms. Payne, thank you.
20 Mr. Williams?

21 MR. WILLIAMS: No questions. Thank you.

22 JUDGE PRIDGIN: Thank you. Mr. Lowery, any
23 redirect?

24 MR. LOWERY: No, thank you, Your Honor.

25 JUDGE PRIDGIN: All right. Thank you. I

1 believe this witness can be excused, and then I think we
2 would be now going on to Staff's witnesses. And I'm
3 sorry. Is it Ms. Coffe is the first witness?

4 MS. PAYNE: That's correct. Staff would call
5 its witness Amanda Coffe to the stand.

6 JUDGE PRIDGIN: All right. Ms. Coffe, are
7 you there?

8 THE WITNESS: Yes, I am.

9 JUDGE PRIDGIN: All right. Thank you. If you
10 would please raise your right hand to be sworn?

11 (Witness sworn.)

12 JUDGE PRIDGIN: Thank you. Ms. Payne, when
13 you're ready.

14 MS. PAYNE: Yes.

15 AMANDA COFFER,
16 being sworn, testified as follows:

17 DIRECT EXAMINATION BY MS. PAYNE:

18 Q. Would you please state and spell your name for
19 the court reporter?

20 A. Amanda Coffe. That's C-o-f-f-e-r.

21 Q. And by whom are you employed and in what
22 capacity?

23 A. The Public Service Commission as an associate
24 engineer in the engineering analysis department.

25 Q. And are you the same Amanda Coffe who

1 prepared or caused to be prepared portions of Staff's
2 report in this matter, as well as rebuttal testimony?

3 A. I am.

4 Q. And do you have any changes or corrections to
5 make to any of your testimony at this time?

6 A. I do not.

7 Q. If I were to ask you the questions that were
8 contained in that testimony, would your answers be
9 substantially the same today?

10 A. Yes, they would.

11 MS. PAYNE: Okay. Your Honor, I would offer
12 her rebuttal testimony. I'm not sure what exhibit
13 number you'd like to mark that as.

14 JUDGE PRIDGIN: I have it as Exhibit No. 7.

15 MS. PAYNE: Okay. That's great. Then I would
16 offer Exhibit 7 into the record at this time.

17 JUDGE PRIDGIN: Actually Exhibit 7 has been
18 offered. Any objections?

19 MR. BANKS: No, Your Honor.

20 JUDGE PRIDGIN: Hearing no objections, Exhibit
21 7 is admitted.

22 (EXHIBIT 7 WAS RECEIVED INTO EVIDENCE AND MADE
23 A PART OF THIS RECORD.)

24 MS. PAYNE: I would tender the witness for
25 cross.

1 JUDGE PRIDGIN: Ms. Payne, thank you.

2 Cross-Examination, Mr. Williams?

3 MR. WILLIAMS: Thank you. No.

4 JUDGE PRIDGIN: Thank you. Cross-examination,
5 Mr. Banks?

6 MR. BANKS: Not on behalf of Ameren Missouri,
7 Your Honor.

8 JUDGE PRIDGIN: Thank you. Any bench
9 questions? I believe Commissioner Coleman. Is there
10 any bench questions? Going once, going twice. No
11 responses. I don't think I have any questions. Let me
12 double check. I do not see any questions. Ms. Coffey,
13 thank you. I believe you can step down.

14 THE WITNESS: Thank you.

15 JUDGE PRIDGIN: Thank you. I believe Mr. Bax
16 then would be the next Staff witness.

17 MS. PAYNE: That's correct. Staff would call
18 Alan Bax to the stand, and he is appearing only by phone
19 just as a reminder.

20 JUDGE PRIDGIN: I do recall that. Thank you
21 for reminding me. Mr. Bax, can you hear me, sir? I
22 don't hear Mr. Bax. Mr. Bax, can you hear me? I'm not
23 getting any kind of response. Ms. Payne, did you want
24 to check with him?

25 MS. PAYNE: I guess let's go ahead and take

1 the next witness. In the meantime, I will reach out to
2 him and find out if he's having difficulties.

3 MS. KEELY: Judge, if I may. If they're on
4 the phone and they've been muted by our system, they'll
5 have to hit *6 on their telephone to unmute.

6 JUDGE PRIDGIN: I have not muted anyone. I
7 don't know if anyone else has. I don't see him
8 appearing, although he could be on a phone call under --

9 THE WITNESS: This is Staff Witness Alan Bax.

10 JUDGE PRIDGIN: Mr. Bax, thank you. I can
11 hear you now.

12 MS. PAYNE: Alan, if you can mute the hearing
13 in the background. We can hear it coming through.

14 THE WITNESS: Yes, sorry about that.

15 MR. PAYNE: That's okay.

16 JUDGE PRIDGIN: Mr. Bax, can you hear me, sir?

17 MR. BAX: Yes, Judge.

18 JUDGE PRIDGIN: All right. Thank you. If
19 you'll raise your right hand to be sworn, please.

20 (Witness sworn.)

21 JUDGE PRIDGIN: All right. Very good, Mr.
22 Bax. Ms. Payne, when you're ready, ma'am.

23 MS. PAYNE: Thank you.

24 ALAN BAX,
25 being sworn, testified as follows:

1 DIRECT EXAMINATION BY MS. PAYNE:

2 Q. Would you please state and spell your name for
3 the court reporter?

4 A. Yes. Alan J. Bax. Last name is B-a-x.

5 Q. And by whom are you employed and in what
6 capacity?

7 A. I'm employed by the Missouri Public Service
8 Commission as an associate engineer in the industrial
9 analysis department.

10 Q. I apologize. And are you the same Alan Bax
11 who prepared or caused to be prepared portions of
12 Staff's Report in this matter, as well as rebuttal
13 testimony?

14 A. Yes, I am.

15 Q. And do you have any changes or corrections to
16 make to your testimony today?

17 A. No.

18 Q. And is the testimony true and correct, to the
19 best of your knowledge and belief?

20 A. Yes, it is.

21 Q. And if I were to ask you the questions in your
22 testimony again today, would your answers be
23 substantially the same?

24 A. Yes, they would.

25 MS. PAYNE: Your Honor, I would offer the

1 rebuttal testimony of Mr. Bax into the record.

2 JUDGE PRIDGIN: I have that marked as Exhibit
3 8. Exhibit 8 has been offered. Any objections? All
4 right. Hearing none, Exhibit 8 is admitted.

5 (EXHIBIT 8 WAS RECEIVED INTO EVIDENCE AND MADE
6 A PART OF THIS RECORD.)

7 MS. PAYNE: I will tender this witness for
8 cross as well.

9 JUDGE PRIDGIN: Ms. Payne, thank you.
10 Cross-examination. Mr. Williams?

11 MR. WILLIAMS: Thank you, Judge. Just a few
12 questions.

13 CROSS-EXAMINATION BY MR. WILLIAMS:

14 Q. Mr. Bax, you're an engineer, are you not?

15 A. Yes, I am.

16 Q. How do you define surge as it's been used in
17 these proceedings and by you?

18 A. A surge is a transient wave of voltage current
19 power in excess of nominal rating.

20 Q. And you're familiar with the collar that
21 Ameren Missouri has spoken of in connection with its
22 surge protection program?

23 A. Yes.

24 Q. If a device such as that collar, does it
25 matter where that device is placed, and when I say

1 device I'm referring to a device like that collar
2 whether it is on the customer's side or the utility side
3 of the meter in terms of the protection it will provide
4 the customer?

5 A. The collar device is a type one device which
6 is installed in the meter base. And if you want to
7 install a type two device, that's typically installed in
8 the panel, in a service panel in the home, then that's
9 going to have additional -- that's typically going to
10 have additional protective -- additional protection
11 provided.

12 Q. What I'm really getting at does it matter
13 which sequence is between a surge protection device and
14 the meter in terms of the customer benefit?

15 A. A type one device is part -- a customer should
16 assumingly also have a type two and a type three for
17 full protection.

18 Q. I'll do a hypothetical. Let's assume we have
19 a surge protection device that has the same capabilities
20 no matter where it's located on the system, and does it
21 matter whether it's on the utility side of the meter or
22 the customer side of the meter in terms of the
23 protection it will provide the customer?

24 MR. BANKS: Objection, asked and answered.

25 JUDGE PRIDGIN: I'll overrule. I'm not sure

1 what his answer was. So I'll let him answer.

2 THE WITNESS: The type -- a type one device,
3 the rating, the protection available to a type one
4 device may not be the same as what can be installed on
5 the customer service panel of the type two device.

6 BY MR. WILLIAMS:

7 Q. Let's get away from type one and type two
8 device. Let's just assume we're dealing with a type one
9 device. What I'm asking is, does it matter in terms of
10 the protection it will provide which side of the
11 customer meter it's located on?

12 MR. BANKS: Same objection.

13 JUDGE PRIDGIN: Overruled.

14 THE WITNESS: I'm sorry. What was the
15 question again?

16 BY MR. WILLIAMS:

17 Q. We're dealing with a type one device. Let's
18 assume it can be installed on the customer side of the
19 meter or the utility side of the meter. I'm asking you
20 to make that assumption. What I'm really getting at
21 does it matter what sequence that device is relative to
22 the meter for the protection it would provide a customer
23 in terms of service?

24 A. A type one device is installed in the meter
25 base.

1 Q. Are you saying you can't answer the question?

2 A. A type one device is installed in the meter
3 base.

4 Q. Let's assume we have a surge protection
5 device. Ignore what type it is. It has the
6 characteristics of a type one but it can be installed in
7 the meter base on the utility side or it can be
8 installed past the meter base on the customer side.

9 A. A type one device is not going to be installed
10 on the customer side of the meter.

11 Q. I'm asking you to assume it can be or one that
12 has the same parameters of a surge protection. Okay.
13 You understand that?

14 MR. BANKS: Objection. Calls for facts that
15 are not in evidence as well as speculation.

16 JUDGE PRIDGIN: I'm going to overrule. He's
17 asking a hypothetical, and I think he's just trying to
18 get an answer to a hypothetical.

19 BY MR. WILLIAMS:

20 Q. Can you make that assumption?

21 A. If you install a type one -- If indeed you
22 could install a type one device on the customer side of
23 the meter, then there would be -- there would most
24 likely be additional protection available in that
25 device.

1 Q. I'm asking you to assume it provides the same
2 protection regardless of which side of the meter it's
3 located on. Can you do that?

4 A. It would provide -- If a type two device is
5 going to include the protection level of a type one
6 device.

7 MR. WILLIAMS: Judge, I give up. No more
8 questions of this witness.

9 JUDGE PRIDGIN: All right. Thank you,
10 Mr. Williams. Let me see if we have any bench
11 questions. Commissioner Coleman, do you have any
12 questions? I don't hear any. I think I have just a few
13 questions.

14 QUESTIONS BY JUDGE PRIDGIN:

15 Q. Mr. Bax, did you -- I think you indicate in
16 your testimony you assisted in developing a surge
17 protection program at Empire District Electric; is that
18 correct?

19 A. Yes.

20 Q. When did you work on that program?

21 A. In the late 1990s.

22 Q. And did Empire eventually implement that
23 program?

24 A. Yes.

25 Q. Is that program regulated by the Commission?

1 A. No.

2 Q. Do you recall if that nonregulated surge
3 protection program includes a collar attachment to the
4 meter?

5 A. It included -- It could include type one, two
6 and three devices.

7 Q. Is Empire --

8 A. It does include a type one device such as the
9 collar device in the current case.

10 Q. Okay. Is Empire compensated by its
11 nonregulated affiliate that operates the surge
12 protection program?

13 A. Not that I'm aware of.

14 Q. Okay. Who installs the collar or the
15 attachment? Is it an Empire employee or a third party?

16 A. In this program from the 1990s, this was
17 installed by Empire.

18 Q. Okay. To your knowledge, does Empire have any
19 other nonregulated programs that serve Empire customers?

20 A. I'm not sure. Currently they have a surge
21 protection program currently is my understanding. They
22 have had -- They've had some on and off over the years.

23 Q. Would you expect that any costs between Empire
24 and its nonregulated affiliates would be reported to the
25 Commission under the affiliate transactions rule?

1 A. No.

2 Q. Why is that?

3 A. Since it's an unregulated program, the costs
4 associated, they may ask this question of Sarah Lange or
5 Lisa Ferguson, but the fact that it's an unregulated
6 program you wouldn't -- there wouldn't be a reporting to
7 the Commission.

8 JUDGE PRIDGIN: All right. Thank you. I
9 think that's all I have. Let's see if we have any
10 recross based on bench questions. Mr. Williams?

11 MR. WILLIAMS: No, thank you.

12 JUDGE PRIDGIN: Ms. Payne -- excuse me.
13 Mr. Banks?

14 MR. BANKS: No, thank you, Your Honor.

15 JUDGE PRIDGIN: Thank you. Any redirect, Ms.
16 Payne?

17 MS. PAYNE: A few. Thank you.

18 REDIRECT EXAMINATION BY MS. PAYNE:

19 Q. Mr. Bax, when you were asked about the collar
20 device just to be clear, were you referring to the
21 collar device that Ameren Missouri is proposing in this
22 program?

23 A. Yeah, the collar device that, if I understand
24 the question, the collar device we would -- you're
25 talking about the program at Empire?

1 Q. Well, you were asked initially by Mr. Williams
2 about the collar device that's being used and in that
3 instance you were talking about the collar device that
4 is being proposed in Ameren Missouri's program?

5 A. Yes.

6 Q. And Mr. Williams was asking you some questions
7 about the side of the meter that a device is installed
8 on. Is there a difference as to the level of protection
9 that might come from any device whether it's installed
10 on the utility side or the customer side of the meter?

11 A. Yes.

12 Q. And that can be dependent on what level or
13 type of devices is being installed?

14 A. Yes, and also the corresponding ratings of the
15 device being discussed.

16 Q. But to be clear, the device that Ameren
17 Missouri is proposing using is only to be installed on
18 the utility side of the meter?

19 A. That's right.

20 Q. Okay. And then you were asked some questions
21 by the Judge about the work that you did on the Empire
22 surge protection program and how it's similar to the one
23 that's being proposed by Ameren. Did you identify
24 differences in the two programs?

25 A. No, I don't think it was similar. It was

1 deregulated and it included more equipment. It included
2 more equipment for the customer.

3 Q. And you were in support of the program that
4 was proposed by Empire?

5 A. Yes.

6 Q. But you do not support the program that's
7 being proposed by Ameren Missouri in this case?

8 A. No.

9 Q. Mr. Bax, do you work with the affiliate
10 transaction rules regularly in your line of work with
11 the Commission?

12 A. I do not.

13 Q. Do you have any reason to believe that
14 Empire-Liberty is not currently following any of the
15 affiliate transaction rules?

16 MR. BANKS: Objection. Calls for speculation,
17 irrelevant and immaterial.

18 JUDGE PRIDGIN: I'll overrule. I'll let the
19 witness answer if he knows. If he doesn't know, he can
20 state so.

21 THE WITNESS: Yeah, I don't know.

22 BY MS. PAYNE:

23 Q. To your knowledge, they're not in violation of
24 any rules?

25 A. To my knowledge.

1 MS. PAYNE: Thank you. I have no further
2 questions.

3 JUDGE PRIDGIN: Ms. Payne, thank you. I think
4 that will be it for that witness. Let me check. Is Ms.
5 Ferguson the next witness? Is that my recollection?

6 MS. PAYNE: That is correct.

7 JUDGE PRIDGIN: If Ms. Ferguson wants to come
8 forward and be sworn. Ms. Ferguson, can you hear me?

9 THE WITNESS: I can. Can you hear me?

10 JUDGE PRIDGIN: I can. Thank you. Could you
11 raise your right hand to be sworn, please?

12 (Witness sworn.)

13 JUDGE PRIDGIN: Thank you. Ms. Payne, when
14 you're ready.

15 LISA FERGUSON,
16 being sworn, testified as follows:

17 DIRECT EXAMINATION BY MS. PAYNE:

18 Q. Ms. Ferguson, would you please state and spell
19 name for the court reporter?

20 A. My name is Lisa Ferguson. Last name is
21 spelled F-e-r-g-u-s-o-n.

22 Q. And by whom are you employed and in what
23 capacity?

24 A. I'm employed by the Missouri Public Service
25 Commission. I am a utility regulatory supervisor in the

1 auditing department of the financial and business
2 analysis division.

3 Q. And are you the same Lisa Ferguson who caused
4 to be prepared portions of Staff's Report in this
5 matter, as well as rebuttal testimony?

6 A. Yes, I am.

7 Q. Do you have any changes or corrections to make
8 to your testimony today?

9 A. No.

10 Q. And is your testimony true and correct, to the
11 best of your knowledge and belief?

12 A. Yes.

13 Q. And if I were to ask you the questions
14 contained in your testimony today, would your answers be
15 substantially the same?

16 A. Yes.

17 MS. PAYNE: I would offer Ms. Ferguson's
18 rebuttal testimony into the record at this time.

19 JUDGE PRIDGIN: Thank you. I've got that
20 labeled as Exhibit No. 9. Exhibit No. 9 has been
21 offered. Any objection? Hearing no objections, Exhibit
22 9 is admitted.

23 (EXHIBIT 9 WAS RECEIVED INTO EVIDENCE AND MADE
24 A PART OF THIS RECORD.)

25 MS. PAYNE: Your Honor, at this time would it

1 also be proper to offer the DR responses that I provided
2 over the lunch hour that we were discussing earlier?

3 JUDGE PRIDGIN: We can certainly do that if
4 you'd like. I scanned over those. My thoughts were to
5 simply log each DR with its answer as one exhibit. So,
6 for example, DR 13 would now be I guess Exhibit 10. DR
7 23 and its answers would be Exhibit 11. DR 24 and its
8 answers would be 12. I think the answers to DR 13 were
9 confidential, if I remember correctly?

10 MS. PAYNE: That is correct.

11 JUDGE PRIDGIN: So we would need to have an
12 Exhibit 10 and Exhibit 10 HC. Is it my understanding
13 you're offering those now?

14 MS. PAYNE: I would offer those. I know we
15 discussed them earlier. If my witness needs to qualify
16 them further, she can.

17 JUDGE PRIDGIN: Well, they've been offered.
18 Let me see first if we have any objections.

19 MR. LOWERY: No objection, Your Honor.

20 MR. WILLIAMS: No objection.

21 JUDGE PRIDGIN: Thank you. I'm hearing no
22 objection. So I will type this while I'm talking.
23 Exhibits 10, 10HC, 11 and 12 are admitted.

24 (EXHIBITS 10, 10HC, 11 AND 12 WERE RECEIVED
25 INTO EVIDENCE AND MADE A PART OF THIS RECORD.)

1 MS. PAYNE: Thank you. I also proposed
2 offering the response to OPC's DR 1102. Unfortunately I
3 have not been able to provide a copy of that. Is that
4 something that we want to take up at the end of the day?

5 JUDGE PRIDGIN: We certainly can.

6 MS. PAYNE: Okay. Then I will reserve that
7 for then and I will tender Ms. Ferguson for cross.

8 JUDGE PRIDGIN: Thank you.

9 MR. WILLIAMS: I'm sorry. You broke up.

10 JUDGE PRIDGIN: I've got Ms. Ferguson
11 available for cross-examination. Mr. Williams, any
12 cross?

13 MR. WILLIAMS: No, thank you.

14 JUDGE PRIDGIN: Mr. Banks or Mr. Lowery?

15 MR. LOWERY: No, thank you, Your Honor.

16 JUDGE PRIDGIN: All right. Let's see if we
17 have any bench questions. I'm not sure which
18 Commissioners are here. Commissioner Coleman, might you
19 have any questions? I don't hear a response. I don't
20 have any questions. I take that back. I have a few.
21 Just a moment.

22 MS. PAYNE: Judge, I might bring up there's a
23 slight echo. I think someone needs to mute.

24 JUDGE PRIDGIN: Okay. Thank you for the
25 reminder, Ms. Payne. If you're not speaking, if you

1 could please mute. That does cause problems. So if
2 you're not speaking or plan to speak, if you can mute
3 I'd appreciate it. Ms. Ferguson, I have just a few
4 questions for you.

5 QUESTIONS BY JUDGE PRIDGIN:

6 Q. Would Staff be able to submit Ameren's
7 response to Staff DR No. 6 as an exhibit? It's the memo
8 that mentions the significance of recording termination
9 fees in Account 451.

10 A. I apologize. The question again?

11 Q. Sure. Would Staff be willing to submit
12 Ameren's response to Staff DR 6 as an exhibit?

13 A. I guess I would have to see DR 6 again.

14 Q. It's a memo and I don't have it. It's a memo
15 that mentions the significance of recording termination
16 fees in Account 451, and Ms. Payne might need to speak
17 to that as well.

18 A. Let me see what it says.

19 Q. If you don't know now, we can come back to it
20 later.

21 A. Well, I can tell you that, you know, in my
22 testimony I have stated that I don't necessarily -- If
23 this program would be regulated, I don't necessarily
24 have a problem with booking in 451. However, Witness
25 Lange has brought up a good position in that if you are

1 talking about termination revenue, you could offset that
2 revenue in rate base and treat the investment as CIAC
3 and that would be one way to lessen any kind of excess
4 cost in investment that might exceed revenues during the
5 program's life. So I mean, that is one area, but I
6 mean, Staff has multiple proposals. I myself proposed
7 to remove any kind of excess cost over program revenues
8 if this --

9 MR. LOWERY: Your Honor, I'm going to object.
10 I think that she's gone well beyond answering your
11 question and the rest of this response is not responsive
12 to your question. I'd move to strike.

13 JUDGE PRIDGIN: I'm going to overrule because
14 she perhaps can read my mind. I was going to ask
15 questions about 451 and CIAC anyway. So I'm going to
16 overrule. She's answering questions I was about to ask.

17 MR. LOWERY: Very well, Your Honor.

18 MR. PRIDGIN: Thank you. I'm sorry, Ms.
19 Ferguson.

20 THE COURT REPORTER: I'm sorry. Judge, could
21 you start again? You were kind of muffled.

22 BY JUDGE PRIDGIN:

23 Q. Yes. Let me reask the question. Could the
24 Commission record the cost of the collars as CIAC or
25 C-I-A-C and still consider the programs regulated?

1 A. Yes.

2 Q. And would that minimize the risk to
3 nonparticipating customers?

4 A. I believe that if you record that revenue as
5 CIAC instead of as 451 revenue, that would immediately
6 remove some risk to the nonparticipants because then
7 that investment is not going into the cost of service
8 calculation. So it is an option, yes.

9 JUDGE PRIDGIN: Ms. Ferguson, thank you. Let
10 me see if we have any questions based on my questions.
11 Mr. Williams, any questions?

12 MR. WILLIAMS: No, thank you.

13 JUDGE PRIDGIN: Thank you. Mr. Lowery?

14 MR. LOWERY: No questions, Your Honor.

15 JUDGE PRIDGIN: Thank you. Any redirect, Ms.
16 Payne?

17 MS. PAYNE: I would just say first of all that
18 I would offer the DR 6 response into evidence and I
19 apologize. I was trying to get that sent out before we
20 got to this stage.

21 JUDGE PRIDGIN: That's no problem at all.
22 Have you sent that to the parties in an email or have I
23 seen it yet?

24 MS. PAYNE: No, I'm about to send it. It's
25 just a one page. If you would like to give me one

1 second, I can actually send that.

2 JUDGE PRIDGIN: Sure. Thank you.

3 THE WITNESS: Judge, this is Lisa Ferguson.
4 Can I clarify my response just a little bit that I gave
5 you?

6 JUDGE PRIDGIN: I'm okay with it. I'll
7 certainly give the parties a chance to ask questions on
8 that. Yeah, I'm okay with you clarifying your response.

9 THE WITNESS: I just want to make sure that
10 it's understood that any revenues in offset investments,
11 that's not all of the cost of the program though. So
12 it's not going to remove all possible, maybe just a
13 portion of it. Does that make sense?

14 BY JUDGE PRIDGIN:

15 Q. It does. I think I asked earlier if that
16 would eliminate or minimize the risk.

17 A. It's going to be a minimization, not an
18 elimination.

19 JUDGE PRIDGIN: I understand. Thank you.
20 Since we had the clarification, do we have any further
21 questions from Mr. Williams?

22 MR. WILLIAMS: No, thank you.

23 JUDGE PRIDGIN: Mr. Lowery?

24 MR. LOWERY: I'll might have one or two, Your
25 Honor.

1 JUDGE PRIDGIN: When you're ready.

2 CROSS-EXAMINATION BY MR. LOWERY:

3 Q. Ms. Ferguson, the Company is not proposing to
4 charge the customer for the device so that it becomes
5 the customer's device, is it?

6 A. It will not be the customer's device. It will
7 remain in rate base and be a company asset.

8 Q. Can you define --

9 MR. LOWERY: I think we're still getting
10 feedback, Judge.

11 JUDGE PRIDGIN: We are getting feedback.
12 Looks like everybody is muted except the people
13 speaking. I apologize.

14 MR. LOWERY: I'll try. I just didn't know if
15 you wanted me to wait a minute.

16 JUDGE PRIDGIN: You're fine. Thank you.

17 THE COURT REPORTER: Judge, it appears that
18 Justin McKinzie is not muted. I don't know if that's
19 the problem.

20 MR. MCKINZIE: Judge, it's Justin McKinzie. I
21 have two streams going. The one that was unmuted was
22 the one that's actually hosting the live stream. So
23 it's pretty much got to stay as it is, but there's no
24 background noise to it. Other than that, my second
25 stream is muted which is the one I'm talking through.

1 JUDGE PRIDGIN: Thank you so much.

2 MS. KEELY: Sounds like we're getting the echo
3 on Ms. Ferguson's connection. So if you just mute and
4 then unmute whenever you respond.

5 THE WITNESS: Okay. I apologize about that.
6 I don't have anything on. So I didn't know it was me.

7 JUDGE PRIDGIN: No problem. Mr. Lowery, when
8 you want to ask your question again, go ahead. Thank
9 you.

10 MR. LOWERY: Your Honor, I think those are the
11 only questions I have. Thank you.

12 JUDGE PRIDGIN: Thank you. I believe those
13 are all the questions for Ms. Ferguson unless I've -- I
14 think we've been through the rounds a couple of times.
15 If there are no questions for Ms. Ferguson, thank you
16 very much. I believe is Ms. Lange the next witness for
17 Staff?

18 MS. PAYNE: She is, Your Honor.

19 JUDGE PRIDGIN: All right. Ms. Lange, can you
20 hear me?

21 THE WITNESS: Yes, Judge.

22 JUDGE PRIDGIN: Thank you. If you'll raise
23 your right hand to be sworn, please.

24 (Witness sworn.)

25 JUDGE PRIDGIN: Thank you. Ms. Payne, when

1 you're ready.

2 SARAH LANGE,
3 being sworn, testified as follows:

4 DIRECT EXAMINATION BY MS. PAYNE:

5 Q. Would you please state and spell your name for
6 the court reporter?

7 A. Sarah Lange, S-a-r-a-h, Lange, L-a-n-g-e.

8 Q. And by whom are you employed and in what
9 capacity?

10 A. I'm employed with the Commission on the Staff
11 in the tariff and rate design unit I think is our title
12 now, and I believe my title is economist. There was
13 some recent changes to that is the confusion there.

14 Q. I also am not always aware. Are you the same
15 Sarah Lange who prepared or caused to be prepared
16 portions of Staff's Report, as well as rebuttal
17 testimony in this matter?

18 A. Yes.

19 Q. Do you have any changes or corrections to make
20 to your testimony at this time?

21 A. So in the Staff Report I stated some
22 corrections to the Staff Report in my surrebuttal
23 testimony, and within my surrebuttal testimony at page
24 8, line 5, the word bar should be line.

25 Q. And just to be clear, you mean your rebuttal

1 testimony, correct?

2 A. Yes, I do. I'm sorry.

3 Q. That's fine. I just want to make sure it's
4 clear for the record. And with that change, is your
5 testimony considered true and correct, to the best of
6 your knowledge and belief? Ms. Lange?

7 A. I said yes.

8 Q. Sorry. It broke up as you said it. If I were
9 to ask you the same questions that is in that testimony
10 today, would your answers be substantially the same?

11 A. They would.

12 MS. PAYNE: Then at this time I would go ahead
13 and I would offer Ms. Lange's rebuttal testimony, as
14 well as the Staff Report.

15 JUDGE PRIDGIN: I have Ms. Lange's rebuttal as
16 Exhibit 13, I believe. Let me double check. I do. And
17 then Ms. Payne, you'll have the Staff Report as Exhibit
18 14; is that correct?

19 MS. PAYNE: That's correct by my numbering.

20 JUDGE PRIDGIN: I've got Ms. Lange's rebuttal
21 as 13 and Staff Report as 14. Ms. Payne, you've offered
22 both of those?

23 MS. PAYNE: I have. I would also go ahead and
24 state that I did send around the response to DR 6 which
25 was requested by Ms. Lange. So I would offer that at

1 this time as well. I see that email and I will label
2 that as Exhibit 15. Make sure I've got my score card
3 correct, if you'll give me just a moment. All right.
4 So 13, 14 and 15 have been offered. Any objections?

5 MR. LOWERY: Your Honor, I do have an
6 objection to Exhibit 14. The Staff Report is filed in
7 the docket, of course, but we have a procedural schedule
8 in the case. We called for prefiled testimony. That
9 testimony was filed. I think it would be unusual to say
10 the least that we're going to then admit as an exhibit
11 in the case a pleading that was filed in the docket when
12 we ended up having a procedural schedule and we had
13 testimony. I don't have objections to the other two
14 exhibits.

15 MS. PAYNE: I would respond, if I can. I
16 think that particularly in this case that Staff would
17 have filed direct testimony had it not been under the
18 understanding that its report was going to be considered
19 as part of the record in this matter, and the report
20 itself is referred to in the subsequent testimony that
21 was filed after its filing. So I think that with all
22 due consideration it would be appropriate for it to be
23 considered as part of the record in this case. So
24 either we can take official notice of it or it can be
25 filed as an exhibit.

1 JUDGE PRIDGIN: All right.

2 MR. LOWERY: May I briefly respond, Your
3 Honor?

4 JUDGE PRIDGIN: You may.

5 MR. LOWERY: It is referred to in the
6 testimony in one footnote where Ms. Lange acknowledges
7 that a mistake was made or a misapprehension was made in
8 a particular graph. That was fully corrected. I don't
9 know why Ms. Payne said Staff would have filed direct
10 testimony in a case where the Company has the burden of
11 proof and the Company filed direct testimony to initiate
12 the case. I think the typical process, in fact,
13 happened in this case. We filed direct, they filed
14 rebuttal, and we filed surrebuttal as the proponent with
15 the burden of proof. I don't see any justification at
16 all that pleadings are now going to become exhibits,
17 evidentiary exhibits in the case.

18 JUDGE PRIDGIN: All right. The objection is
19 overruled. Exhibits 13, 14 and 15 are admitted into
20 evidence.

21 (EXHIBITS 13, 14 AND 15 WERE RECEIVED INTO
22 EVIDENCE AND MADE A PART OF THIS RECORD.)

23 JUDGE PRIDGIN: Ms. Payne, did you have any
24 further questions?

25 MS. PAYNE: I do not. I would go ahead and

1 tender the witness.

2 JUDGE PRIDGIN: Thank you. Mr. Williams, any
3 questions?

4 MR. WILLIAMS: No, thank you.

5 JUDGE PRIDGIN: Mr. Lowery?

6 MR. LOWERY: No questions, Your Honor.

7 JUDGE PRIDGIN: All right. Thank you. I
8 think I may have just a few questions. Let me see if we
9 have any bench questions first. I don't know if any
10 Commissioners are with us. Let me pause for a moment
11 and see if there's anybody who has any questions.

12 COMMISSIONER COLEMAN: No questions.

13 JUDGE PRIDGIN: Commissioner Coleman, thank
14 you. I have just a few.

15 QUESTIONS BY JUDGE PRIDGIN:

16 Q. Ms. Lange, if you know, about how many
17 customers does Ameren project will sign up for this
18 program?

19 A. I don't know that Ameren projects that anyone
20 will sign up for the program. I think Mr. Schneider,
21 Mr. Schneider, I apologize, I don't recall the
22 pronunciation, uses a couple scenarios saying that if
23 this percent install at this rate, here's the levelized
24 cost that results, but I have not found in Ameren's
25 testimony anything that I would categorize as a

1 projection. I think the scenarios he used I recall the
2 most aggressive one I believe is a 5 percent uptake rate
3 over five years. I'm not certain on that.

4 Q. What would be the impact on projected revenues
5 and costs if there's a much lower actual customer
6 participation?

7 A. If there's lower overall participation, a lot
8 of the costs would be avoided. So I don't know the
9 details of their contract. I don't know how much
10 expense Ameren would be on the hook for to the
11 third-party vendor if no one or nearly no one signs up,
12 but you know, if they are not actually out there
13 installing collars, then obviously the cost of the
14 program would be lower, and I'm not sure if that
15 answered your question or not.

16 Q. I think it does. And I have kind of a couple
17 questions on timing. What would be the impact on the
18 length of time before the program is profitable if only
19 half the projected customers sign up?

20 A. I think that the range that Mr. Schneider
21 looks at in using Mr. Wills' analysis, again neither of
22 those I wouldn't call them projections but they're
23 scenarios, it all depends on rate case timing. If
24 you're lowering that uptake, I think currently, and this
25 is in my testimony just to make sure if I misstate a

1 number here, I believe they say that it's like the
2 middle of 2024 to the end of 2026 would be when those --
3 the detriment to customers reverses. That, of course,
4 assumed that this went into this rate case. So I think
5 that everything would shift with that. So then that
6 would push out another rate case cycle. If you want to
7 use their projection of rate case timing, that would be
8 22 months after the end of 2026, I believe.

9 And I apologize for the vagaries of that, but
10 there's not really neat projections to go off of for
11 that question.

12 Q. No, I appreciate it. I think I'll have
13 another equally frustrating question for you, Ms. Lange.
14 To the best of your knowledge, what would be the impact
15 if twice as many customers signed up than are projected?

16 A. You would have initially a much larger
17 detriment and then after regulatory lag takes effect you
18 would have presumably a larger offset. It's all a
19 question of rate case timing and regulatory lag.

20 Q. Okay. And I'm going to try to ask you the
21 same question I asked Mr. Schneider. If a homeowner can
22 arrange to buy and install a protector and pay a
23 one-time installation fee and get a discount on their
24 home insurance, why would they choose to enroll in
25 Ameren's program?

1 A. I think that's an excellent question. I think
2 the survey results from I believe it's the December
3 research pdf indicate that that's what customers
4 preferred was a one-time payment. That's certainly what
5 we suggest as an alternative design with potential for
6 financing being available as an alternative design if
7 the Commission determines it's lawful to proceed with
8 this as a regulated service. We think that that is a
9 vast improvement that could be made to improve the
10 quality of service for those customers choosing to
11 participate while mitigating the risk placed on
12 nonparticipants.

13 JUDGE PRIDGIN: All right. I think those are
14 all the questions that I have, Ms. Lange. Thank you.
15 Let me see if we have any questions based on my
16 questions. Mr. Williams, any recross?

17 MR. WILLIAMS: No, thank you.

18 JUDGE PRIDGIN: Thank you. Where am I?

19 MR. LOWERY: Mr. Lowery.

20 JUDGE PRIDGIN: Mr. Lowery, thank you. There
21 you are. I found you.

22 MR. LOWERY: I do not have any questions, Your
23 Honor. Thank you.

24 JUDGE PRIDGIN: Thank you. I apologize. Any
25 redirect, Ms. Payne?

1 MS. PAYNE: A few. Thank you.

2 REDIRECT EXAMINATION BY MS. PAYNE:

3 Q. Ms. Lange, you were asked about basically the
4 outlook given different participation rates in the
5 program. To be clear, the program is based on estimates
6 and projections, correct?

7 A. I would not characterize any of Ameren's
8 workpapers as projections. They're based on scenarios
9 that say if this happens and then this happens, here's
10 what falls out of those assumptions. But I wouldn't say
11 that any of them rise to meet the level of projections
12 but yes, I think to answer your question these results
13 are based on scenarios that Ameren has looked at. I
14 don't think they represent the universe of possible
15 outcomes.

16 Q. You were also asked about the rate impact of
17 the different levels of sign up and how that might
18 affect the overall affordability of this case or this
19 program I should say?

20 A. Yes.

21 Q. I was just curious how that might affect the
22 affordability.

23 A. One of the really weird things with the
24 modeling that has been done by Ameren is an assumption
25 of an ongoing level of termination revenue to help

1 offset that initial program cost. So that is an area
2 that certainly as an analyst makes me wonder why those
3 assumptions are in place. I see why those assumptions
4 need to be considered in some scenarios, but it's not
5 just the uptake that needs to be considered. It's also
6 the revenue stream that Ameren is assuming will come
7 from those termination revenues. So that is another
8 sort of curious element of the modeling.

9 Q. Are any items really in the program right now
10 known and measurable?

11 MR. LOWERY: Objection. I don't believe any
12 questions were asked about whether the items are known
13 and measurable by any of the questions by anybody.
14 Certainly not from the bench or from you, Your Honor.

15 JUDGE PRIDGIN: Ms. Payne?

16 MS. PAYNE: I would say it progresses
17 naturally from concerns about the rate impact of the
18 program which the witness was asked.

19 JUDGE PRIDGIN: I'm going to sustain. I agree
20 with Mr. Lowery.

21 BY MS. PAYNE:

22 Q. Finally, you were asked specifically about the
23 survey of customer interests that was taken. You
24 referenced specifically the one in December. What did
25 Staff see was the overall customer interest based on the

1 surveys that were conducted?

2 A. If I recall correctly, it was preferred --

3 MR. LOWERY: I'm sorry, Your Honor -- pardon
4 me, Ms. Lange, but I couldn't get off mute. I'm going
5 to object to that question as well. She wasn't asked
6 any questions about the surveys. She responded in an
7 answer by talking about the surveys. She wasn't asked
8 about the surveys.

9 JUDGE PRIDGIN: Ms. Payne?

10 MS. PAYNE: I would say that she talked about
11 the surveys in her response, thereby in the line of
12 questioning the surveys naturally became part of her
13 scope of her cross.

14 JUDGE PRIDGIN: I'm going to sustain that one
15 as well. I don't think it's in the scope of cross.

16 MS. PAYNE: I have no further questions.

17 JUDGE PRIDGIN: Ms. Payne, thank you. Any
18 further bench questions before Ms. Lange is excused?
19 All right. Hearing none. Ms. Lange, thank you very
20 much. You may be excused. I think that brings us to
21 OPC's witness Ms. Roth and she will be the final
22 witness; is that correct?

23 MR. WILLIAMS: Yes.

24 JUDGE PRIDGIN: I'm sorry, Mr. Lowery, did you
25 have something?

1 MR. LOWERY: I'm sorry. Just give us just a
2 second to switch counsel and then we'll be ready to go.

3 JUDGE PRIDGIN: Yes, sir, thank you. We'll
4 give Mr. Lowery a minute. Thank you. All right.
5 Mr. Banks, are you ready, sir?

6 MR. BANKS: Yes, Your Honor. Thank you.

7 JUDGE PRIDGIN: Thank you. Let me swear in
8 Ms. Roth. If you will, ma'am, please raise your right
9 hand to be sworn?

10 (Witness sworn.)

11 JUDGE PRIDGIN: Thank you, ma'am.
12 Mr. Williams, when you're ready.

13 MR. WILLIAMS: Judge, I'd like to have an
14 exhibit marked now. It's the rebuttal testimony of OPC
15 Witness Keri Roth with the errata sheet attached. I
16 believe it would be 16.

17 JUDGE PRIDGIN: Let me double check. You are
18 correct. I'm sorry. It's going to be Roth, is it
19 rebuttal? I'm sorry.

20 MR. WILLIAMS: Yes.

21 JUDGE PRIDGIN: Rebuttal. And an errata
22 sheet?

23 MR. WILLIAMS: Yes.

24 JUDGE PRIDGIN: I have that marked as an
25 Exhibit 16. Mr. Williams, were you offering that now?

1 MR. WILLIAMS: Not yet, but I will shortly.

2 JUDGE PRIDGIN: Thank you. When you're ready.

3 KERI ROTH,

4 being sworn, testified as follows:

5 DIRECT EXAMINATION BY MR. WILLIAMS:

6 Q. What is your name?

7 A. My name is Keri Roth. Last name is R-o-t-h.

8 Q. You anticipated me. By whom are you employed
9 and in what capacity?

10 A. I'm employed by Missouri Office of the Public
11 Counsel as a senior regulatory auditor.

12 Q. Did you prepare rebuttal testimony to which
13 you made an errata that has been marked as Exhibit 16
14 for purposes of this hearing?

15 A. I did.

16 Q. And is that your testimony here today or would
17 you have changes to it?

18 A. That is my testimony today with the errata
19 sheet.

20 MR. WILLIAMS: Judge, I offer Exhibit 16.

21 JUDGE PRIDGIN: No objection, Your Honor.

22 MS. KEELY: Judge, you're muted.

23 JUDGE PRIDGIN: I'm so sorry. Thank you.

24 Mr. Banks, I may have misunderstood. Did you say
25 objection or no objection?

1 MR. BANKS: No objection, Your Honor.

2 JUDGE PRIDGIN: Thank you. I appreciate it.
3 Exhibit 16 is admitted.

4 (EXHIBIT 16 WAS RECEIVED INTO EVIDENCE AND
5 MADE A PART OF THIS RECORD.)

6 JUDGE PRIDGIN: Mr. Williams?

7 MR. WILLIAMS: I tender the witness for
8 examination by others.

9 JUDGE PRIDGIN: Thank you. Ms. Payne, any
10 questions?

11 CROSS-EXAMINATION BY MS. PAYNE:

12 Q. Good afternoon, Ms. Roth. I'm not even sure
13 what time of the day it is.

14 A. Good afternoon.

15 Q. To be clear, did you ask DR 1102 of Ameren
16 Missouri in relation to this case?

17 A. I did.

18 Q. And do you recall --

19 MR. BANKS: I'm sorry, Your Honor.

20 BY MS. PAYNE:

21 Q. And do you recall what the purpose of DR 1102
22 was?

23 A. Just to find out the customer interest gauged
24 about the program or something similar to.

25 Q. Okay. And did you derive customer interest

1 based on what was provided to you in response to DR
2 1102?

3 A. I reviewed the information and I wrote about
4 my conclusion and what I thought of it in my rebuttal
5 testimony.

6 Q. And the position you took in rebuttal was
7 partly based on your review of the survey results
8 contained in 1102?

9 A. Yes.

10 MS. PAYNE: Judge, I apologize I haven't
11 offered it, but I will go ahead and say that I think
12 that it's been qualified at this time. I will provide
13 the document following the hearing and we can lobby
14 objections at that time if that's okay with you.

15 JUDGE PRIDGIN: Ms. Payne, let me understand
16 what you're offering. Is that what you emailed?

17 MS. PAYNE: I have not been able to email this
18 particular exhibit yet. I'm just incorporating into the
19 record at this time that that's my foundation for the
20 offering of it.

21 JUDGE PRIDGIN: That's something you're going
22 to ask to late file later; is that correct?

23 MS. PAYNE: I believe so, yes.

24 JUDGE PRIDGIN: All right. Thank you.

25 MS. PAYNE: Thank you. Then I have no further

1 questions at this time.

2 JUDGE PRIDGIN: All right. Thank you. I
3 would see if we have any questions from Ameren.
4 Mr. Banks?

5 MR. BANKS: No, thank you, Your Honor.

6 JUDGE PRIDGIN: All right. Thank you. I
7 don't believe I have any questions. Any bench
8 questions? Commissioner Rupp?

9 COMMISSIONER RUPP: None at this time, Judge.
10 Thank you.

11 JUDGE PRIDGIN: Thank you. Commissioner
12 Coleman, any questions?

13 COMMISSIONER COLEMAN: Not at this time.

14 JUDGE PRIDGIN: Thank you. I don't believe I
15 have any questions. So Ms. Roth, thank you. You may be
16 excused if there's nothing further from any counsel.

17 THE WITNESS: Thank you.

18 MR. WILLIAMS: Not with regard to this
19 witness.

20 JUDGE PRIDGIN: Thank you. Ms. Roth, thank
21 you.

22 THE WITNESS: Thank you.

23 JUDGE PRIDGIN: I believe we have reached the
24 end of our list of witnesses, and we may have some
25 housekeeping to take care of. I think Ms. Payne had

1 something that she was going to late file. Is there
2 anything else, any other exhibits counsel wish to
3 introduce or anything else you need to bring to my
4 attention?

5 MR. WILLIAMS: Judge.

6 JUDGE PRIDGIN: Mr. Williams.

7 MR. WILLIAMS: Judge, if you recall, I did an
8 ex parte chat with you when I was having difficulty with
9 accessing the system. I disclosed that to the parties
10 in an email.

11 JUDGE PRIDGIN: Yes.

12 MR. WILLIAMS: I'm not opposed to that being
13 made part of the record if parties want it. I want to
14 put it on the record that occurred and what I've done.

15 JUDGE PRIDGIN: That's right. If you want to
16 file a pleading to that extent, that's fine. What
17 happened, Mr. Williams was unable to connect on WebEx.
18 He emailed me and said here's some questions I may have.
19 He asked those questions anyway. Mr. Williams, is that
20 your take on what happened?

21 MR. WILLIAMS: Yes. And as I said, I actually
22 copied out of the chat and sent that into an email to
23 all of the parties so they can see exactly what
24 transpired and when.

25 JUDGE PRIDGIN: Thank you. I appreciate that.

1 I'll leave it up to you if you want to file a pleading
2 to that extent, you can. If it, it doesn't bother me
3 unless it bothers any other parties, because you were
4 able to ask those questions anyway. I appreciate you
5 bringing it to everybody's attention on the record.

6 MR. LOWERY: Your Honor, as does Ameren, I
7 certainly don't see any need for him to file anything
8 based on that contact at all. I appreciate you bringing
9 it to our attention though.

10 MS. PAYNE: Thank you. Staff has no objection
11 or concerns as well.

12 JUDGE PRIDGIN: Okay. Thank you. Then is
13 there anything further from counsel or from the bench
14 before we go off the record?

15 MS. PAYNE: I would just note that I did
16 manage to send the email with the related attachments
17 that I'm offering as what I will call Exhibit 17, if I'm
18 marking correctly.

19 JUDGE PRIDGIN: Yes, that's correct. If you
20 want to late file that, file a brief pleading saying
21 this is what I propose to offer as Exhibit 17, I'll give
22 people just a little bit of time to respond in case we
23 have any objections and we'll go from there.

24 MS. PAYNE: That sounds great. Thank you,
25 Your Honor.

1 JUDGE PRIDGIN: Thank you. Anything further
2 from counsel or from the bench before we go off the
3 record?

4 MR. LOWERY: Your Honor, very quickly and I
5 was pulling up the schedule here. Our initial brief,
6 it's not due for some time. We expect the transcript in
7 probably about a week or is that a question for the
8 court reporter?

9 JUDGE PRIDGIN: That's a question for the
10 court reporter. I think we can probably more easily
11 discuss that once we go off the record --

12 MR. LOWERY: Okay. That would be fine.

13 JUDGE PRIDGIN: -- to answer your question
14 directly and accurately. Anything further before we go
15 off the record? All right. Thank you very much. That
16 concludes the hearing. We are off the record. Thank
17 you very much.

18 (Off the record.)
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CERTIFICATE OF REPORTER

I, Beverly Jean Bentch, RPR, CCR No. 640, Certified Court Reporter with the firm of Tiger Court Reporting, LLC, within the State of Missouri, do hereby certify that I was personally present at the proceedings had in the above-entitled cause at the time and place set forth in the caption sheet thereof; that I then and there took down in Stenotype the proceedings had; and that the foregoing is a full, true and correct transcript of such Stenotype notes so made at such time and place.

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