

**ILLINOIS COMMERCE COMMISSION
DOCKET NOS. 06-0070 / 06-0071 / 06-0072 (CONSOLIDATED)**

**SURREBUTTAL TESTIMONY
OF
JOHN B. HOLLIBAUGH**

**Submitted On Behalf
Of
AMEREN COMPANIES**

July 14, 2006

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SURREBUTTAL TESTIMONY

OF

JOHN B. HOLLIBAUGH

Q. Please state your name, employer, job title, and business address.

A. My name is John B. Hollibaugh. I am employed by Ameren Services Company (“Ameren Services”) as its Managing Supervisor – AMR Implementation. My office is located at 370 S. Main Street, Decatur, Illinois, 62523. I have been employed by Ameren Services, and previously Illinois Power Company (“Illinois Power”), for a total of 32 years.

Q. What are your responsibilities as Managing Supervisor – AMR Implementation?

A. I am responsible for the implementation of automated metering reading in 14 of Ameren Companies’ Operating Centers in Illinois, collectively referred to as the AMR Illinois Expansion Project.

Q. Please describe your educational and professional credentials.

A. I earned a Bachelor of Science degree in Electrical Engineering from Southern Illinois University – Carbondale in 1973. During my employment with Ameren Services and Illinois Power, positions that I have held specifically related to the subject testimony include: Supervisor - Instrumentation Engineering (including responsibility for Electric Metering Standards), and Director –Asset Performance

23 and Compliance Management (including responsibility for Corporate Safety,
24 Electric and Gas Training, and Electric and Gas Operations Compliance).

25 **Q. What is the purpose of your testimony?**

26 A. The purpose of my testimony is to respond to certain aspects of the rebuttal
27 testimonies of IBEW witnesses Matthew J. Moore, Daniel F. Miller, and Tom
28 Peterson filed on behalf of the IBEW Local Unions 51 and 702 regarding the
29 Ameren Companies' proposed Metering Services tariffs. In addition, I also adopt
30 the rebuttal testimony of my colleague, Mr. John Luth, as my own, as Mr. Luth
31 will not be available to testify at hearing.

32 **Q. You stated you had reviewed the rebuttal testimony of Mr. Moore , Mr.
33 Miller and Mr. Peterson. What is your general reaction?**

34 A. The rebuttal testimony of each IBEW witness continues to surround two themes
35 that were put forth by the witnesses in their original testimony: 1) that the
36 requirements of Part 460 apply to the work performed by Cellnet Technologies.
37 Inc.("Cellnet") under its agreement with Ameren Services for the expansion of
38 automated meter reading within the Ameren Companies service territories, and 2)
39 that there is insufficient evidence for the Commission to conclude that Cellnet and
40 Terasen employees are adequately trained to perform the work. In my opinion,
41 and as stated in the rebuttal testimony I have adopted: 1) While I am not an
42 attorney, by my understanding the services provided pursuant to Part 460 do not
43 apply to the work performed by Cellnet and its subcontractor, Terasen, and 2)
44 there is ample evidence for the Commission to conclude that Cellnet employees
45 are receiving the appropriate training for the tasks they are assigned. In fact, I

46 have yet to see any credible evidence to the contrary offered by the IBEW
47 witnesses in support of their claims. To clarify, I will address several statements
48 made by the IBEW witnesses in their rebuttal testimony.

49 Q. **Mr. Moore's statements (Lines 239-254), Mr. Miller's statements (Lines 258-**
50 **273), and Mr. Peterson's statements (Lines 242-257) imply that Cellnet has**
51 **been retained to perform the ongoing meter maintenance services that are**
52 **currently performed by Ameren Company personnel. Are their assessments**
53 **correct?**

54 A. No, not at all. The IBEW witnesses' statements distort the complete picture of
55 ownership and on-going operation of the Ameren Companies' metering system
56 once AMR is in place. All electric meters will continue to be owned and
57 maintained by the Ameren Companies. The electric meter, not the Cellnet
58 module, is the fundamental measuring device. At each meter, the module only
59 captures and communicates the consumption data from the meter, and then
60 communicates this data to Ameren Services. With or without automated meter
61 reading capability, the Ameren Companies have ultimate responsibility for the
62 data coming from their meters. Once the AMR-equipped electric meters are
63 placed in-service, only Ameren Company personnel will regularly maintain
64 (install, remove or exchange) the meters, just as they are now maintained by
65 Ameren Company personnel. Ameren Companies continue to be responsible for
66 meter testing and accuracy as required by Part 410.

67

68 **Q. Mr. Moore (Lines 257-263), Mr. Miller (Lines 277-283), and Mr. Peterson**
69 **(Lines 261-267) each state that Cellnet will be providing metering services,**
70 **other than exchanges, to the Ameren Companies. Is this correct?**

71 A. No. These witnesses have confused the data capture, tabulation and transfer
72 services that Cellnet provides per its agreement with Ameren Services, with the
73 requirements for a Meter Service Provider (“MSP”) under Part 460. Cellnet is not
74 an MSP and is not providing the scope of services that define an MSP under Part
75 460, as I understand those services. For example, Cellnet is **not** providing the
76 Ameren Companies with the following: (b) Meter equipment installation, (d)
77 Meter equipment removal, (g) Meter equipment provision, (h) Transfer of
78 metering service, (j) Meter equipment design and engineering, (k) Meter attribute
79 record keeping, or (o) Validation, editing and estimating translated meter data.
80 Simply providing a few of the tasks mentioned in Part 460.15 (*i.e.* exchange of
81 consumption-only socket meters, and reading services) does not require, in my
82 opinion, Cellnet to be a registered Meter Service Provider or comply with Part
83 460. Rather, Cellnet has been engaged by Ameren Services to provide an
84 automated system pursuant to a contract with, and under the auspices of the
85 Ameren Companies. It is the Ameren Companies that must comply with Part 410,
86 including their vendors and subcontractors as also acknowledged by Staff.

87 **Q. What is the basis for your understanding of Staff’s position?**

88 A. Aside from the discussion that Mr. Luth and I had with Staff in October 2005, in a
89 response to an IBEW data request, Staff witness Greg Rockrohr states in part,
90 “Since the electric utility is responsible for ensuring that its meters and metering

91 and metering service comply with the Commission's rules even if a contractor
 92 performs the meter testing, it would appear reasonable for the electric utility to
 93 require that the contractor will meet Administrative Code Part 410 requirements".
 94 He goes on to state that the best way to ensure the contractor meets the Part 410
 95 requirements is through a services agreement. I note that such an agreement is in
 96 place between the Ameren Companies and Cellnet.

97 **Q. Mr. Moore (Lines 290-305), Mr. Miller (Lines 310-325), and Mr. Peterson**
 98 **(Lines 294-309) state that the meter workers must demonstrate the skills and**
 99 **training of a Class 1 meter worker as found in section 460.510 of the**
 100 **Commission's Rules. 83 Ill. Admin. Code § 460.510, and some (if not all) of**
 101 **Cellnet employees must demonstrate the skills and training skill of a Class 3**
 102 **meter worker found in Section 460.530 of the Commission's Rules. 83 Ill.**
 103 **Admin. Code § 460530(d)(5). 83 Ill. Admin. Code § 460.520(e)(2). Is this**
 104 **level of skill and training required for the scope of work that Cellnet will**
 105 **perform in the exchange of electric meters for the AMR deployment project?**

106 **A.** No. First, as I stated earleir, it is my understanding the requirements of Part 460
 107 do not apply. Indeed, Section 460.20 specifically states that Part 460 "...shall not
 108 apply to any electric utility's operation within the utility's service territory." The
 109 AMR deployment is an Ameren Company operation taking place entirely within
 110 the Ameren Company's service area, for the specific benefit of the Ameren
 111 Company customers. Accordingly, Ameren Services will perform the AMR
 112 deployment in accordance with Part 410. Second, the meter workers (Installers)
 113 will perform meter exchange tasks similar to those performed by an Ameren

114 Meter Changer, but will only exchange single phase Form 1S and 2S socket
115 meters, and Form 12S network socket meters. A Meter Changer is not required to
116 have the skill and training of a Class 1 or Class 3 meter worker. Terasen
117 employees receive comparable training for the portions of the work that is
118 equivalent to the work currently handled by Ameren Companies personnel. This
119 classroom and on-the-job field training is clearly identified in the Terasen
120 Training Program and has been audited by Ameren Services.

121 **Q. Is Cellnet's automated system providing the Ameren Companies service**
122 **outside of those described in Part 460.15?**

123 A. Yes, The Cellnet infrastructure automatically provides many benefits for the
124 Ameren Companies and their customers, benefits that are not addressed in the
125 Standards of Service for Meter Service Providers. The Cellnet system provides
126 several automated information processes as follows: With Outage Detection,
127 selected meters that are monitored by the Cellnet network automatically send the
128 Ameren Companies an alert when the power goes out. Even if the customer is not
129 home or does not pick up the telephone to call, Ameren Companies are notified of
130 the outage. With the Power Restoration Verification function, Ameren Companies
131 can send signals back through Cellnet's network in order to interrogate the
132 network and determine if power is fully restored, or whether there are residual
133 power outage issues on remote taps of the main circuits. The system's Theft
134 Detection process sends the Ameren Companies notification if customers are
135 trying to steal power in certain ways. The System Load Snapshot function
136 provides a great deal of detailed peak load data to Ameren Company engineers.

137 Engineers use this peak load data for analyzing the electric distribution system
 138 and for specifying equipment sizes. The data allows the engineers to perform
 139 analyses and prepare specifications with much greater accuracy than what would
 140 be available otherwise. The Cellnet data also provides much greater flexibility in
 141 Load Survey functions. Traditionally, when customer classes are defined and
 142 detailed readings are required from selected locations, hundreds of special meters
 143 must be deployed throughout the system in a time-consuming and expensive
 144 process. But, with the Cellnet system, this detailed data is available simply by
 145 requesting it from the network, with no such special meters. The data and
 146 flexibility available from this automated metering network is not just an ordinary
 147 meter reading service that a Meter Service Provider might offer.

148 **Q. Mr. Moore (Lines 374-376), Mr. Miller (Lines 413-415), and Mr. Peterson**
 149 **(Lines 378-380) state that Terasen employees do not have the requisite**
 150 **training to perform meter exchange services without ultimately placing**
 151 **themselves, customer property, and system reliability in jeopardy. Is this**
 152 **correct?**

153 **A.** No. It is my opinion and personal observation that Terasen employees do receive
 154 the necessary training to perform electric meter exchanges in a safe and
 155 professional manner. Training is ongoing and consists of: instructor-lead
 156 classroom sessions that include videos, review and discussion of written
 157 materials, hands-on practice exchanging meters and making voltage checks at
 158 mock-up meter sockets; instructor- lead field training; ongoing field supervision;
 159 daily tailgates to renew focus on safety, and to share lessons learned and best

160 practices; and frequent Quality Assurance checks by Terasen, Cellnet, and
 161 Ameren Services supervisors to identify performance/safety concerns and take
 162 corrective action. The primary focus of the training is personal and public safety.
 163 It is also my obligation as project manager to monitor this aspect of the project
 164 and ensure that any deficiencies are immediately corrected.

165 **Q. Mr. Peterson states (Lines 384-385) that J.F. Electric performs no meter**
 166 **related work in the AmerenIP territory. Is this correct?**

167 A. No. As an example, J.F. Electric, as our vendor, regularly relocates electric
 168 meters from a temporary meter base to the permanent meter base at a premise
 169 once the permanent service is in place. J.F. Electric is not a Meter Service
 170 Provider and need not be one, even though this vendor provides a subset of the
 171 tasks listed in Section 460.15.

172 **Q. In your opinion, does the implementation of automated meter reading result**
 173 **in (1) less oversight of the metering system by the Ameren Companies, (2) a**
 174 **reduction in the quality of service to Ameren Companies' customers, or (3)**
 175 **increase the safety risk to personnel or the public?**

176 A. No. The Ameren Companies continue to have responsibility for all metering
 177 functions and related billing functions. Ameren Services has secured the services
 178 of Cellnet, but remains ultimately responsible to ensure full compliance with Part
 179 410. In fact, we have clearly demonstrated within Illinois that the introduction of
 180 AMR does not bring about the dire consequences described by the IBEW
 181 witnesses. Electric metering in AmerenCIPS' East St Louis and Alton Operating
 182 Centers has been automated for a number of years, providing benefits to our

183 customers in these locations. Indeed, the system was in place for a portion of our
184 Metro East service territory at the time of AmerenCIPS' last delivery service rate
185 case. To my knowledge there was never any issue by Staff, intervenors or the
186 Commission as to the provision of these services as part of our cost of service

187 **Q. Does this conclude your surrebuttal testimony?**

188 A. Yes.

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