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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

TRANSCRIPT OF PROCEEDINGS
Oral Argument
February 15, 2018
Jefferson City, Missouri
Volume 3

Missouri Propane Gas)
Association,)
)
Complainant,)
)
vs.) File No. GC-2016-0083
)
Summit Natural Gas of)
Missouri, Inc.,)
Respondent.)

KIM S. BURTON, Presiding,
REGULATORY LAW JUDGE.

DANIEL Y HALL, Chairman
COMMISSIONER.

REPORTED BY:
KELLENE K. FEDDERSEN, CSR, RPR, CCR NO. 838
ALARIS LITIGATION SERVICES

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

2 (WHEREUPON, the oral arguments began
3 at 10:33 a.m.)

4 JUDGE BURTON: Let's go ahead and go
5 on the record in the matter of Missouri Propane Gas
6 Association, Complainant versus Summit Natural Gas
7 of Missouri, Inc., Respondent, in File No.
8 GC-2016-0083. Today is February 15, 2018, and the
9 time is approximately 10:30 a.m. The Commission
10 has set this time for oral arguments on Summit's
11 Motion for Summary Determination or Dismissal.

12 At this time I'll ask the parties to
13 enter their appearance for the record, and we will
14 begin with the Complainant, Missouri Propane Gas
15 Association.

16 MR. JARRETT: Yes. Good morning,
17 Judge. Terry Jarrett appearing on behalf of the
18 Missouri Propane Gas Association. My contact
19 information and address has been provided to the
20 court reporter.

21 JUDGE BURTON: Thank you,
22 Mr. Jarrett. On behalf of Summit Natural Gas of
23 Missouri, Inc.

24 MS. STRAUSS: Good morning, Judge.
25 My name is Bettina Strauss with the law firm of

1 Bryan Cave. My information is also in the record,
2 and I'm here with my colleague, Lewis Mills.

3 JUDGE BURTON: Thank you. On behalf
4 of Staff of the Missouri Public Service Commission.

5 MR. KEEVIL: Yes, Judge. Appearing
6 on behalf of the Staff of the Public Service
7 Commission, Jeffrey A. Keevil, 200 Madison Street,
8 P.O. Box 360, Jefferson City, Missouri 65102.

9 JUDGE BURTON: And Ms. Shemwell has
10 previously requested that OPC be excused from these
11 oral arguments and that was granted. I'm just
12 going to make notice of that for the record.

13 Now, we're going to be hearing some
14 oral arguments, and the parties have requested to
15 be able to present those arguments from their
16 present locations rather than the podium.

17 I will begin by dealing with, we have
18 MPGA, and that stands for Missouri Propane Gas
19 Association's motion to file supplemental direct
20 testimony of Ronald G. Smith which is outstanding.
21 At this time the Commission will grant that motion
22 and allow that supplemental testimony to be
23 considered an amendment to the direct testimony
24 that was previously filed.

25 Are there any other additional

1 procedural matters we need to begin with before we
2 start with hearing arguments on the motion for
3 summary determination?

4 MR. MILLS: Judge, can we have just
5 one minute to confer? We were not expecting
6 necessarily that ruling to start out the
7 proceedings with.

8 MS. STRAUSS: We hadn't seen that
9 motion on the schedule, but we'll be just one
10 moment if that's acceptable to your Honor and
11 Chairman Hall.

12 JUDGE BURTON: Yes. We're going to
13 go ahead and take a quick intermission. Go off the
14 record.

15 (A BREAK WAS TAKEN.)

16 JUDGE BURTON: Back on the record.

17 MS. STRAUSS: Thank you, Judge. If I
18 may begin?

19 JUDGE BURTON: Yes.

20 MS. STRAUSS: Chairman Hall and
21 Judge Burton, as you know, we represent Summit
22 Natural Gas of Missouri in this action that has
23 been filed by the Missouri Propane Association, and
24 this case has now been going for more than two
25 years. We're in our third year of this matter.

1 At the initial filing in the amended
2 complaint there were a number of different claims
3 in this case made by Missouri Propane Gas
4 Association, MPGA, and at this point the majority
5 of those claims were dismissed and there is one
6 individual claim that remains in the case.

7 That claim is a claim solely between
8 the parties. It presents no significant interest
9 to Missouri consumers in terms of the agreement
10 that was made between Missouri Propane Gas
11 Association and Summit. It is an agreement that
12 was incorporated into a Commission's order.

13 JUDGE BURTON: Ms. Strauss, can you
14 speak a little closer to the mic?

15 MS. STRAUSS: Yes, ma'am. Would you
16 prefer that I sit?

17 JUDGE BURTON: That would probably be
18 better.

19 MS. STRAUSS: Thank you, your Honor.
20 Is this better? Is my microphone maybe not
21 working? Is it working now?

22 JUDGE BURTON: Yes.

23 MS. STRAUSS: Okay. We think it's
24 important, your Honor, to clarify, and now I think
25 this might be better that we've discovered the

1 issue, right, that this case is -- was brought by
2 MPGA seeking to prevent Summit from converting
3 propane appliances, specifically unvented heating
4 appliances, to natural gas. And, of course, Summit
5 is a regulated natural gas supplier, provides
6 cleaner burning natural gas to Missouri consumers
7 who request that opportunity. And absent Summit's
8 ability to convert those appliances, Missouri
9 consumers who have appliances that burn propane
10 have no choice in the matter. They have only the
11 propane and no option for natural gas.

12 This case is one of several that has
13 been brought by MPGA against Summit because, of
14 course, every consumer that Summit converts from
15 propane to natural gas is a customer lost to one of
16 the members of the MPGA. MPGA is a private group,
17 unregulated, of propane dealers who provide propane
18 to Missouri consumers.

19 This case results from the agreement
20 that was provided in the 2014 rate case. If your
21 Honor and Chairman Hall have that agreement in
22 front of you, it would be very instructive for our
23 argument. If you don't, I have copies here for
24 each of you. If I may approach.

25 The rate case, of course, was just

1 that, it was a rate case. It had a number of
2 different issues involved in it, and MPGA
3 intervened in the rate case and raised a number of
4 different issues in some testimony provided by its
5 witness Mr. Brooks.

6 At the conclusion of the rate case
7 between MPGA and Summit, Summit resolved MPGA's
8 intervention by way of this agreement, and the
9 agreement language is what is at issue in this
10 case. It is the only issue in this case. It is no
11 longer about the tariff. It is no longer about
12 safety concerns. It is simply about whether or not
13 this agreement entered into between the parties
14 prohibits Summit from converting appliances on
15 behalf of Missouri consumers.

16 And if you -- if your Honor can read
17 the language, the language says, for converting
18 appliances from propane to natural gas, SNGMO
19 agrees to follow all applicable national and local
20 codes and manufacturer specifications relating to
21 the conversion of appliances.

22 That's the language at issue here.
23 For converting appliances, that's how the language
24 begins. It obviously envisions conversions would
25 occur, and that, of course, as we've discussed, is

1 Summit's business model. Summit didn't take over a
2 territory. Summit converts individual consumers,
3 and that's its business model here in Missouri.

4 Then it says, Summit agrees to follow
5 all applicable codes and specifications.
6 Applicable, of course, suggests that not all things
7 are applicable. It's applicable to Summit as a
8 natural gas utility. Not all specifications would
9 be applicable.

10 And then finally specifications.
11 That word is of critical importance in this case.
12 Relating to the conversion of appliances.
13 Specifications relating to the conversions of
14 appliances again envisions conversions and that
15 only specifications would be followed.

16 You'll note there's no reference
17 whatsoever in this language of the agreement to
18 owner's manuals or instructions. In this case,
19 MPGA's only claim is that Summit violated the
20 agreement when it converted four vent-free
21 fireplaces, and it claims that violation because it
22 says the owner's manual prohibits it.

23 MPGA suggests to this body that the
24 agreement meant anything in the owner's manual must
25 be followed. And anything in the owner's manual

1 constitutes manufacturer's specifications, and that
2 is not what the language says. That is not the
3 plain language of the agreement, and that's the
4 burden that MPGA has in this case is to prove that
5 the language is somehow governed by the proof that
6 it provides as to what are applicable
7 specifications relating to Summit, relating in the
8 conversion of appliances or for the conversion of
9 appliances.

10 Again, no reference in that agreement
11 language to owner's manuals or instructions. And
12 what MPGA wants this body to believe is that the
13 language really should be interpreted do not
14 convert non-vented fireplaces. That's its
15 interpretation of the agreement language, and it
16 has to prove that, and that's their claim in this
17 case.

18 And it is our view and our motion
19 today that says to this court they have not met
20 that burden. They cannot on the basis of the
21 evidence that they've offered prove the case. They
22 haven't provided sufficient testimony, sufficient
23 evidence to make it clear that those are the
24 manufacturer's specifications that apply in this
25 context, that that is what the parties agreed to in

1 the rate case stipulation.

2 One point is very important as we
3 discuss this. Throughout MPGA's evidence there are
4 references to safety, and before I get knee deep
5 into the meaning of specifications and the knee
6 deep pages of the owner's manual, which I'm sure
7 will be interesting for your Honor and Chairman,
8 it's very important to understand that at one point
9 there were claims of safety problems with these
10 conversions.

11 And Summit took that very seriously,
12 as did Staff and safety staff, and there was
13 discovery that was conducted and there were
14 documents that were produced. Summit produced its
15 conversion protocol showing exactly how it does its
16 conversions. Summit demonstrated for Staff how it
17 converts an unvented fireplace, exactly showing the
18 process that is followed, and Summit also provided
19 a safety audit of the 109 unvented fireplaces that
20 had been converted at that point and Summit's
21 evaluation of those conversions and how those
22 fireplaces are operating or were operating at that
23 time.

24 And following all of that information
25 and all of that evidence, MPGA dropped all of its

1 claims regarding safety. They filed a notice of
2 voluntary dismissal. It's part of the record. I
3 have a copy here if your Honor is unaware of it.
4 Making it clear that the only issue that remains in
5 this case is this agreement and a technical
6 violation that MPGA claims Summit conducted with
7 respect to four fireplaces.

8 So that's what's left is this
9 discussion of language. That's what's left is the
10 interpretation of this agreement, and MPGA
11 submitted that your Honor and Chairman could make
12 that decision on its own motion for summary
13 determination, and that motion provides an
14 important context for the discussion that we're
15 having today.

16 It's important to understand what
17 occurred with MPGA's motion because it, too, sought
18 to take advantage of the perhaps little known and
19 little used rule providing for summary
20 determination in cases before the Commission.

21 MPGA moved on that sole count and
22 sole claim saying that its evidence was sufficient
23 for the Commission and your Honor to find that
24 there were violations by Summit with respect to
25 these four fireplaces, and it did so on the basis

1 of Mr. Brooks' testimony, which now has been
2 adopted pursuant to the court's ruling this
3 morning. That very testimony, as MPGA argues, was
4 before the Commission, and that testimony from
5 Mr. Brooks, a propane dealer employee, not a
6 specialist by any stretch, he had done some
7 Internet research, he brought some manuals for the
8 fireplaces, and he provided testimony about the
9 plain language that's in those manuals.

10 Summit provided expert testimony in
11 response. Its expert's name is Dave Meyer.
12 Mr. Meyer discussed the true meaning of
13 specifications from Summit's perspective.
14 Specifications is not an owner's manual. It's not
15 an instruction. Owner's manuals and instructions
16 are intended for consumers. That's what everyone
17 is familiar with when they buy a product. Everyone
18 gets an owner's manual with instructions and
19 warnings and it's intended for consumers. It's not
20 unlike an owner's manual you get with a car or any
21 other product.

22 It is not, in Summit's view, what is
23 applicable to a natural gas supplier or a utility
24 company. And, of course, owner's manuals are also
25 a commonly known document that consumers are

1 familiar with.

2 Mr. Meyer talked about what the
3 meaning of specifications is. It's about
4 performance of the product. It's about ensuring
5 that the product performs to the manufacturer's
6 specifications. It's about ensuring that, after
7 conversion, the product operates safely, that the
8 input and output pressure is appropriate, that the
9 orifice size is appropriate and allows the product
10 to operate safely. It is about the conversion,
11 specifications of operating at the right fuel
12 efficiency.

13 And Mr. Meyer provided information
14 about the amount of carbon monoxide emitted and the
15 fact that those manuals provide nearly identical
16 parts for both natural gas and for propane and that
17 there was no restriction on fuel conversion of the
18 plate.

19 JUDGE BURTON: I have a question for
20 you real quick.

21 MS. STRAUSS: Yes, your Honor.

22 JUDGE BURTON: Is the issue still,
23 though, before the Commission a factual issue of
24 what the meaning is for manufacturer specifications
25 in the agreement, as used in the agreement?

1 MS. STRAUSS: Actually, your Honor,
2 it's a legal issue, not a factual issue, because
3 only MPGA's testimony is at issue, and it's our
4 contention that following this Commission's order
5 on its motion for partial summary determination,
6 MPGA's proof offered in support of its case is
7 insufficient as a matter of law to allow the case
8 to go forward.

9 I realize that I'm talking about the
10 prior case, and I don't mean to confuse your Honor
11 with that. If I can complete, I think I can make
12 the point about the legal issue somewhat clearer.

13 After that motion for summary
14 determination by MPGA, the Commission issued an
15 order denying that motion, finding that there were
16 issues of fact, just as your Honor is saying. And
17 specifically the Order reads from November 9th of
18 2016, at this time, based solely on the pleadings
19 and the supporting documentation submitted by the
20 parties, the Commission is unable to make a factual
21 determination as to what are the applicable
22 manufacturer specifications relating to the
23 conversion of appliances. That was the end of that
24 motion.

25 Following that motion, testimony was

1 filed by MPGA, specifically Mr. Ron Smith's direct
2 testimony. It consisted of nine pages and four
3 exhibits, one of which was his CV. The other
4 exhibits were one owner's manual with respect to
5 one fireplace and one rating plate and a version of
6 Summit's audit of its 109 fireplace conversions.

7 JUDGE BURTON: And that's the, is it
8 DESA or is it referred it as DESA?

9 MS. STRAUSS: DESA. Uh-huh. DESA is
10 correct.

11 And the point here, your Honor, is
12 the Commission laid out what needed to be addressed
13 for this case. It made clear that simply putting
14 an owner's manual out there and saying this is
15 manufacturer specifications was insufficient. A
16 plain reading of those manuals was not enough to
17 support MPGA's case. The Commission needed an
18 understanding of what the true meaning of
19 specifications was. Is everything in the owner's
20 manual a specification? Of course not. And so
21 what really is the specifications?

22 JUDGE BURTON: Didn't Mr. Smith argue
23 that in his direct testimony, that that was his
24 opinion?

25 MS. STRAUSS: Your Honor, it's our

1 view that Mr. Smith did nothing more than
2 Mr. Brooks had done before, which was to say here's
3 what the owner's manual says. And if you read
4 Mr. Smith's testimony about what is -- what
5 specifications means, he says it -- just a moment.

6 JUDGE BURTON: Are you on page 7?

7 MS. STRAUSS: Yes. Thank you. A
8 manufacturer's specification is a document that
9 provides critical defining information about a
10 product and can include identification of the
11 manufacturer, a list of rules, bans and standards
12 that apply to the item, and design specification
13 that product images -- and product images that
14 visually illustrate the product and note
15 distinguishing characteristics. He doesn't say --

16 JUDGE BURTON: Doesn't he further go
17 on two questions down where it says, are the
18 unvented gas product manufacturer's warnings that
19 appear throughout the owner's manual considered by
20 the industry to be a manufacturer's specifications
21 for the product, and he says yes.

22 MS. STRAUSS: Your Honor, Mr. Smith
23 never says everything in the owner's manual is a
24 specification. He doesn't explain what or what is
25 not a specification. He does pick that warning to

1 say that that's a specification. Right. He does
2 not at any time address all of the information that
3 the Commission already heard about performance
4 specifications, about orifices, about gas supply
5 pressure, about anything to do with how the actual
6 product performs. He just talks generally.

7 JUDGE BURTON: I'm sorry to
8 interrupt, but isn't his just even reference to
9 that in the question 21 enough to create a material
10 fact issue for the Commission's decision?

11 MS. STRAUSS: Your Honor, it's our
12 position that this is insufficient, that, yes,
13 warnings are considered specifications for the
14 unvented gas-fired heating products. He doesn't
15 even identify which warnings they are. Are all
16 warnings in that owner's manual supposed to be
17 specifications, warnings that are clearly written
18 for consumers, warnings like failure to position
19 the parts, always have -- here. Do not allow fans
20 to blow directly into the fireplace. If you read
21 Mr. Smith's testimony the way you're suggesting, he
22 would consider that to be a specification.

23 And by the way, he provides
24 absolutely no support for his testimony. It's the
25 ipse dixit of this expert. He's got no citation

1 here. He cites to nothing to support that
2 definition. It's his own definition.

3 JUDGE BURTON: Doesn't that go more
4 to the weight of his testimony, then?

5 MS. STRAUSS: If Mr. Smith had
6 enumerated which specific things in each of these
7 manuals for these four fireplaces he believes is a
8 specification and which things are not
9 specifications, we might be having a different
10 conversation, but he does nothing to assure this
11 Commission that he has gone through an owner's
12 manual and actually explained what a specification
13 is and what it is not. He has a few sentences here
14 to say he believes that warnings are
15 specifications.

16 He ignores altogether the page of the
17 manual on which he relies which is entitled
18 specifications. Page 32 of the owner's manual, the
19 DESA manual that we're talking about actually is
20 entitled specifications, and guess what it
21 includes. It includes things like gas pressure
22 that Mr. Meyer talked about. It includes Btus. It
23 includes weight in pounds. It includes the kinds
24 of things that are known as specifications. And
25 Mr. Smith does nothing to explain why it is that an

1 entire manual is called -- is supposed to be
2 considered specifications and yet there is a
3 specifications page that he ignores.

4 He also ignores, your Honor, on
5 page 35 of that same manual the parts list that was
6 discussed at length in MPGA's motion, the parts
7 list which is nearly identical for both the propane
8 and natural gas versions of these products. And
9 tellingly it includes a conversion plate, an NG
10 conversion plate. It's item number 43, almost at
11 the bottom of that page, NG conversion plate,
12 natural gas conversion plate, which is provided by
13 this very manufacturer in connection with this
14 product.

15 And there is a section at the very
16 bottom -- of course, there is no purpose for a
17 conversion plate, your Honor, other than to convert
18 the product from one gas to another. That is the
19 very purpose of a conversion plate, to tell someone
20 that the product has been converted.

21 And then at the bottom there is an
22 asterisk that says, part not available for field
23 replacement. Manufacturer is making that clear.
24 Some parts are not available for field replacement.
25 That is not the case for the NG conversion plate.

1 There is no limitation on the conversion plate that
2 it may not be used in field replacement.

3 Mr. Smith does nothing to address all
4 of this in the very owner's manual on which he
5 relies. He simply says, here it is, all of this is
6 specifications and they didn't follow it. That's
7 the sum total of it.

8 And when you add Mr. Brooks' -- well,
9 it's probably academic, your Honor, but to say that
10 the nine pages of testimony Mr. Smith provided and
11 this one owner's manual could not be sufficient to
12 make the case that the four fireplaces were
13 improperly converted. Now that the Commission and
14 your Honor have allowed the supplemental testimony
15 of Mr. Brooks, they do actually have manuals for
16 each of the fireplaces, but it still doesn't
17 address any of these issues.

18 If we accept Mr. Smith's testimony
19 the way it is, the entire thing is specifications
20 and none of it explains the conversion process.
21 None of it says it applies when converting products
22 and applies to a natural gas utility like Summit.

23 CHAIRMAN HALL: Question.

24 MS. STRAUSS: Yes, Chairman.

25 CHAIRMAN HALL: So is it essentially

1 your position that the owner's manual are
2 specifications for consumers, not for gas
3 companies?

4 MS. STRAUSS: That's correct.

5 CHAIRMAN HALL: So what's the logic
6 there? Why would -- why would the manuals only be
7 applicable to consumers and not to the world?

8 MS. STRAUSS: Well, so consumers,
9 Chairman, as you may imagine, are quite distinct
10 from utility companies. Right? And it's not to
11 say that --

12 CHAIRMAN HALL: So does it go to a
13 matter of expertise, that consumers can't do it
14 safely or can't be -- we can't assume they will do
15 it safely, but there is an assumption that natural
16 gas companies have that expertise and so the
17 specifications in an owner's manual don't apply to
18 them?

19 MS. STRAUSS: That's correct. And,
20 your Honor, I wouldn't say nothing applies. So in
21 other words, the intent of the owner's manual is
22 for consumers. It is for owners. Right? Owner's
23 manual is an instruction. That's not to say that
24 there isn't relevant information in the manual. So
25 the specifications, for instance, right, it would

1 be important for anyone converting an appliance to
2 know the specifications of that model. This would
3 not be the only place that that information can be
4 located and isn't likely to be the place that
5 utility companies will go to. It would be
6 cumbersome to go get owner's manuals for each of
7 the appliances. There are other sources of that
8 information, but it is also redundant and put in
9 this owner's manual under the specifications
10 section.

11 And, of course, there's a liability
12 issue. Nobody -- no manufacturer -- I represent a
13 lot of manufacturers. No manufacturer is going to
14 suggest that an inexperienced consumer should be
15 converting an appliance from one gas to another.

16 Your Honor, the manual refers on
17 page 5 to local codes and has information for
18 installers as well. So I don't want to mislead the
19 Commission that there isn't other information in
20 here. Interestingly enough, that local code cites
21 specifically the National Fuel Gas Code, which is
22 the code that Summit has previously brought to the
23 Commission's attention because under 9.1.3, under
24 types of gases, it says the appliance shall be
25 connected to the fuel gas for which it is designed.

1 No attempt shall be made to convert the appliance
2 from the gas specified on the rating plate for use
3 with a different gas without consulting the
4 installation instructions, the serving gas
5 supplier, or the appliance manufacturer for
6 complete instructions.

7 I don't believe it would be credible
8 for even MPGA to argue that consumers and a gas
9 utility are similarly situated in terms of their
10 ability and expertise. As I mentioned, Summit has
11 a conversion protocol. Summit provided the
12 conversion protocol. It showed exactly the steps
13 that it takes to check pressure, to check sensors,
14 to check the orifice, and to ensure those things
15 are done safely.

16 And, of course, the material that
17 Mr. Smith attached as Exhibit 4, which is the 109
18 fireplaces that Summit converted that are
19 non-vented, some of those were converted in 2013.
20 They were all done safely. They were all done
21 appropriately because Summit has the expertise to
22 do that conversion. Whereas, I as a consumer who
23 purchases a fireplace do not have the expertise to
24 do that conversion. It would be unsafe for me to
25 try to convert an unvented fireplace or a vented

1 fireplace for that matter.

2 Mr. Smith's testimony, Judge, the
3 critical points are exactly what you pointed out.
4 Is that acceptable on its face? Is this sufficient
5 for someone who claims to be an expert to come in
6 and say warnings are specifications? Even though
7 in his manufacturer specification for which he
8 provides no citation he says it's a document that
9 provides critical defining information about a
10 product and then he says, and can include these
11 other items, notably he doesn't even say warnings.
12 He doesn't talk about consumer warnings.

13 And if you imagine the number of
14 warnings that are contained in each of the products
15 that we purchase every day, each of those cannot
16 credibly be called a specification. That
17 nomenclature is simply inapplicable.

18 And, your Honor, we provided two
19 definitions of specifications commonly known, and
20 we provided citations for those. We have no
21 citation for Mr. Smith's claim about what a
22 manufacturer's specification is, and, of course,
23 there is nothing in his materials to tell us where
24 that definition comes from and that it's commonly
25 accepted in any industry, much less this one. But

1 even on its face, it does not specify what each of
2 those things is.

3 And at this point, your Honor, having
4 gone through the motion for summary determination
5 filed by MPGA, with the Commission laying out that
6 information that says this is not enough, you read
7 those warnings on their motion. You read the
8 manual with the plain language directed to
9 consumers and said, on this we don't have enough to
10 say that this is applicable to Summit, that these
11 are to be followed in converting products.

12 And that brings me back to the
13 language itself, for converting products. That's
14 what the language is. For converting appliances
15 from propane to natural gas. It envisions that
16 there will be conversions. It does not say do not
17 convert unvented heating products.

18 And that's exactly what MPGA wants us
19 to interpret this language to mean by this vague
20 reference to agrees to follow all applicable
21 national and local codes and manufacturer
22 specifications relating to the conversion of
23 appliances. One could read that very reasonably to
24 say please do them safely. When you are converting
25 appliances, you should do them safely. You should

1 be sure that you have the requisite expertise,
2 you're following the codes, and you're not running
3 afoul of the manufacturer's specifications.

4 It's not to say that a manufacturer
5 who tells an owner don't convert should apply to
6 Summit. It's not a reasonable reading of even the
7 language itself.

8 And, your Honor, based on that, we
9 don't believe that Summit -- that MPGA has provided
10 this Commission with sufficient evidence to move
11 forward. It's just simply not enough, and that's
12 what your Honor found and the Commission found on
13 their motion. You can't just take an owner's
14 manual and say this is what we meant, everything in
15 here is manufacturer specifications that are
16 applicable and that should be followed in
17 converting appliances.

18 CHAIRMAN HALL: I have another
19 question. Do you believe that the ANSI, A-N-S-I,
20 standards are applicable?

21 MS. STRAUSS: So that issue,
22 Chairman, was addressed when we had our mediation,
23 and to -- to our way of thinking, the ANSI standard
24 that applies is the one that I read you, which is
25 the National Fuel Gas Code. That is the standard

1 that applies to utility companies such as Summit,
2 and it recognizes at 9.1.3 the expertise of the gas
3 supply company, the gas supply company that knows
4 how to safely convert. And that trumps in our view
5 any other ANSI standard that applies generally to
6 the general public, to non-utility companies and
7 non-manufacturers.

8 CHAIRMAN HALL: So ANSI is applicable
9 but not all ANSI is applicable?

10 MS. STRAUSS: ANSI, the National Fuel
11 Gas Code, yes.

12 CHAIRMAN HALL: I guess I don't
13 understand the relationship between the National
14 Fuel Gas Code and ANSI.

15 MS. STRAUSS: So ANSI is an
16 organization that provides a number of standards
17 for a variety of industries, and without getting
18 too far afield, Chairman, we don't have that
19 information in the record on this -- in this
20 motion, but it's our position that utility
21 companies have a special expertise, that it's
22 recognized in the ANSI standards and they are
23 distinct from other more generalized practitioners.

24 CHAIRMAN HALL: There are some ANSI
25 standards cited in the direct testimony of Ronald

1 Smith.

2 MS. STRAUSS: That's correct.

3 CHAIRMAN HALL: So those are in the
4 record?

5 MS. STRAUSS: That's correct.

6 CHAIRMAN HALL: And those standards
7 say field conversion shall not be permitted?

8 MS. STRAUSS: That's true.

9 CHAIRMAN HALL: So isn't it a factual
10 issue as to whether or not that standard applies to
11 the four conversions at issue in this case?

12 MS. STRAUSS: It would, your Honor,
13 if MPGA had pursued that line, but as they've made
14 clear in all of their pleadings, they rest on the
15 interpretation of manufacturer specifications and
16 their claim that that prohibits the conversion of
17 appliances.

18 CHAIRMAN HALL: Well, I'll be
19 interested as to whether or not Mr. Jarrett agrees
20 with that interpretation.

21 MS. STRAUSS: Okay.

22 CHAIRMAN HALL: Thank you.

23 MS. STRAUSS: Thank you.

24 MR. JARRETT: May it please the
25 Commission?

1 Mr. Chairman, I'll answer your
2 question right off regarding the -- regarding why
3 MPGA narrowed this case to this one issue.

4 As you can tell from some of the back
5 and forth between you and Summit, going down some
6 of these safety issues and the codes sort of leads
7 you down into a rabbit hole where you get caught up
8 in a lot of technical issues, and MPGA just wanted
9 to simplify this case to the one issue regarding
10 the agreement that it made and this Commission
11 approved in the 2014 rate case.

12 So MPGA's position is, yes, there are
13 safety issues with these conversions, but they're
14 not pursuing them in this case. We don't agree
15 with Summit that these have been safely done.
16 Safety issues are sort of the purview of the
17 Commission, and if the Commission feels they're
18 unsafe, they can have Staff investigate those types
19 of things. But we felt for purposes of this, that
20 really the agreement between the two was what we
21 wanted decided and what the agreement means.

22 CHAIRMAN HALL: Okay. Well, I -- but
23 what I'm trying to figure out is, are you relying
24 solely on the manufacturer specifications or are
25 you also relying upon applicable national and local

1 codes for your case?

2 MR. JARRETT: Well, we're relying on
3 that language, the specifications.

4 CHAIRMAN HALL: Exclusively. So any
5 argument that there are applicable national and
6 local codes that would affect the resolution is no
7 longer at issue?

8 MR. JARRETT: Only to the extent
9 that, yeah, we're not pursuing that. However,
10 those codes and issues inform Mr. -- sort of the
11 background behind why this is a specification.
12 That do not convert these units, these vent-free
13 units is a specification. So Mr. Smith goes into
14 the background of that as to why this specification
15 was developed, why they're doing it.

16 And so to that extent, the codes are
17 applicable, but yes, we're not pursuing and saying
18 they violated the codes. Although we think they
19 do, we're just not pursuing it.

20 And I guess a key starting point here
21 is the order that the Commission issued denying
22 MPGA's motion for summary determination, and in
23 that case I think the Commission correctly
24 identified that that's the issue, what is a
25 manufacturer's specification.

1 And I think it's important to note
2 because Summit raised this that for that -- for
3 that motion, the Commission had Mr. Meyer's
4 affidavit on Summit's behalf and Mr. Brooks' on
5 MPGA's behalf, and the Commission said we don't
6 have enough information to make that determination.

7 So what MPGA did was retained an
8 expert, Mr. Ron Smith, over 35 years of experience
9 in the vent-free manufacturing industry. He serves
10 on the leading standards board for the vent-free
11 manufacturing industry that comes up with the
12 standards to which the manufacturers design their
13 products. So he is -- he has a wealth of knowledge
14 about the vent-free industry, and he has provided
15 sworn testimony as to what a specification is as
16 that term is understood in that industry.

17 And I wanted to read the whole
18 definition because only a portion of it was cited
19 by Summit. A manufacturer specification is a
20 document that provides critical defining
21 information about a product and can include
22 identification of the manufacturer, list of issues,
23 bans, and standards that apply to the item, design
24 specifications, product images that visually
25 illustrate the product and note distinguishing

1 characteristics.

2 So I think it's important there to
3 note that Summit has adopted a very limited sort of
4 technical definition of specifications, and that
5 is -- technical aspects are part of specifications
6 but they're a small subset.

7 MPGA's position has always been, and
8 it was this in the 2014 rate case, and Mr. Smith's
9 testimony supports this, is that all of the
10 literature that the manufacturer puts out about
11 that product is a manufacturer's specification.

12 MPGA's position has always been when
13 a manufacturer says in their literature that you
14 can't do something, then you shouldn't do it. You
15 know, this unit cannot be converted for use with
16 other gases. When that appears multiple times in
17 the product literature, when it is put on the
18 rating plate that is permanently attached to the
19 unit, it means you can't convert it.

20 And the agreement between the
21 parties, I would grant to Summit that the agreement
22 itself doesn't say what you can convert and what
23 you can't convert, but the language was chosen and
24 agreed to by the parties because the vast majority
25 of appliances can be converted. Most of the

1 appliances, you've got hot water heaters, clothes
2 dryers, furnaces, and a good portion of fireplaces
3 are vented appliances and they're vented. They
4 have a pipe or a flue that leads the exhaust from
5 the unit to go outside.

6 And so converting those is not as
7 much of an issue because the exhaust is being taken
8 out of the living area. So if there's a problem
9 with the unit, you know, say with carbon monoxide
10 or so forth, it's being vented outside.

11 Now, with the vented, the reason the
12 vented is vastly different is because the exhaust
13 from the unit just is out in the living area and so
14 it's not vented outside. So it's very, very key
15 that these units be kept to what the manufacturer
16 says are the specifications.

17 JUDGE BURTON: Just to clarify, I
18 think you said vented.

19 MR. JARRETT: Vent-free. I meant
20 vent-free, the vent-free fireplaces.

21 And so that language was intended to
22 recognize that, hey, Summit does a lot of
23 conversions. Probably 90 percent of them or more
24 are fine. They're vented products. However,
25 Summit is still required to follow the applicable

1 manufacturer specifications relating to the
2 vent-free products as well. And when a --

3 JUDGE BURTON: I've got a question
4 for you. In the agreement, general provisions,
5 paragraph 4, it says, this stipulation is being
6 entered into solely for the purpose of settling the
7 issues specified in Case No. GR-2014-0086. And
8 also in paragraph 3 it says, the testimony is
9 received into evidence including Brian Brooks and
10 David Moody.

11 In that rate case, Mr. Brooks'
12 testimony and his issues were just about unvented.
13 So doesn't that mean that the agreement was only
14 intended to resolve issues between the parties on
15 unvented appliances?

16 MR. JARRETT: Right. Yeah. That was
17 the issue in the case was the unvented products,
18 and the agreement recognizes that Summit can
19 continue to convert when the manufacturer's
20 specifications allow it. But a manufacturer's
21 specification under MPGA's interpretation of that,
22 and supported by the testimony of Ron Smith, is
23 that a ban, when it says don't do conversions,
24 that's also a specification. And so under the
25 agreement, Summit is bound to follow that ban as

1 well. Specification can be a negative, you can't
2 do this.

3 JUDGE BURTON: But the only issue in
4 that rate case concerned between the parties that
5 was to be resolved by the agreement dealt with
6 unvented units, right?

7 MR. JARRETT: Right. And that's what
8 we're saying here is they need to follow the
9 manufacturer specifications on the unvented units,
10 which for the -- at least for the four units that
11 are at issue in this case all say you can't convert
12 the units.

13 JUDGE BURTON: Then why didn't the
14 agreement just say, why didn't the parties agree in
15 the agreement to say the parties agree not to
16 convert unvented units?

17 MR. JARRETT: Because we recognize
18 that a lot of conversions again are not -- are not
19 a problem, and so --

20 JUDGE BURTON: But those are vented
21 units?

22 MR. JARRETT: Right. Right. The
23 answer is Summit -- in the end that language says
24 Summit has to follow these manufacturer
25 specifications no matter what, whether for vented,

1 for unvented, whatever. And when the
2 manufacturer's specifications, when the
3 manufacturer says you can't do something with its
4 product, then we believe that Summit or anybody
5 else should listen to that and do what the
6 manufacturer says regarding that.

7 And I think it's also important to
8 note, you know, that Summit's tariff allows it to
9 do these conversions. So it's in the tariff, and
10 it has similar language in the tariff about Summit
11 has to follow applicable codes, specifications, and
12 can't -- I think the way it's worded is under no
13 circumstances will the company authorize any
14 customer units to be converted that adversely
15 affect manufacturer's warranties, specifications or
16 safety of the unit. So that's in their tariff.
17 We're not pursuing some of those in this case, but
18 certainly the Commission can if they believe that
19 this is a problem.

20 And from MPGA's perspective, you
21 would think at a minimum the Commission would want
22 Summit to be familiar with these units, to be
23 familiar with all of the product literature,
24 including the owner's manuals. And when the
25 manufacturer says in multiple places do not convert

1 these units, Summit should not convert them.

2 JUDGE BURTON: Is the Commission's
3 consideration in this case, in this motion for
4 summary determination by Summit whether or not MPGA
5 has provided sufficient information in its direct
6 case to prove its complaint or is it that there is
7 a material fact in dispute? What's the standard
8 the Commission should be considering?

9 MR. JARRETT: The standard is, Summit
10 as the movant has the burden to show that there are
11 no material facts in dispute and, therefore,
12 they're entitled to judgment as a matter of law,
13 and MPGA doesn't think they've done that.

14 They make a lot of -- lot of hay with
15 Mr. Brooks' testimony, the affidavit on the -- on
16 the MPGA motion for summary determination, which
17 has been adopted in the supplemental testimony of
18 Mr. Smith. And Mr. Smith's supplemental testimony
19 addresses a lot of these same issues as far as this
20 is the specification, this prohibition is the
21 specification and Summit has violated that
22 specification.

23 So between the direct testimony and
24 the supplemental, certainly at a minimum, certainly
25 at a minimum MPGA has shown a material issue of

1 fact that defeats summary judgment. Again,
2 Mr. Smith's direct testimony, his supplemental
3 testimony, his 35 years in the business, he
4 certainly qualifies as an expert. Certainly the
5 Commission can rely on his testimony. It's sworn.

6 I might point out that Summit with
7 their motion didn't provide any affidavits, didn't
8 provide any testimony. Summit hasn't provided
9 rebuttal testimony, even though Mr. Smith's
10 testimony has been out there for a year. Certainly
11 they've had plenty of time to look at it and file
12 their own testimony, sworn testimony rebutting it,
13 but they haven't.

14 And so I don't think -- MPGA
15 certainly doesn't think they've provided enough for
16 summary judgment to be granted.

17 My last thing is, that's all MPGA
18 really wants here is their day in court. They want
19 to have an opportunity to bring Mr. Smith in and he
20 can testify and Summit can cross-examine him all
21 they want. The Commission can ask questions from
22 the bench. You know, Summit will have the
23 opportunity to provide their witnesses and the
24 Commission can listen to them as well and at the
25 end of the day have a complete record so that the

1 Commission can decide this, what this agreement
2 really means. And that's what we're asking for,
3 and so we ask that the Commission deny the motion.
4 Thank you.

5 CHAIRMAN HALL: What is the relief
6 that you are requesting in this case?

7 MR. JARRETT: We're basically asking,
8 since the agreement was approved by order, what
9 would happen if the Commission determines that
10 Summit hasn't lived up to the agreement, that's a
11 violation of the Commission's order. And so what
12 we would ask is that the finding that, yes, the
13 Commission violated -- Summit violated the
14 Commission's order and basically order Summit to
15 stop violating the agreement, which would lead to
16 them paying attention to what the manufacturers say
17 as far as the vent-free products.

18 MPGA's not aware that any vent-free
19 products manufacturer allows conversions on their
20 units. I believe there's one that will allow it
21 but you have to ship the unit back to the
22 manufacturer and the manufacturer will perform the
23 conversion.

24 But there may be units out there or
25 manufacturers that don't have any of those

1 prohibitions on there, and certainly MPGA wouldn't
2 argue that they couldn't convert them if that's the
3 case, but MPGA's not aware that any allow
4 conversions of the vent-free fireplaces.

5 CHAIRMAN HALL: You are not asserting
6 a tariff violation, though?

7 MR. JARRETT: I am not asserting a --
8 we're not pursuing a tariff violation, that's
9 correct.

10 CHAIRMAN HALL: Why is that?

11 MR. JARRETT: Again, it was -- it was
12 more of, I would term it I guess a strategic
13 decision. MPGA with limited resources decided that
14 really the crux of this was the agreement itself,
15 and pursuing safety issues and code issues and
16 other issues could have been -- you know, could
17 require multiple expert witnesses and more expense,
18 and really what MPGA wants is just the Commission
19 to enforce the agreement.

20 CHAIRMAN HALL: Do you believe that
21 the tariff is a compliant tariff, compliant with
22 this language?

23 MR. JARRETT: The tariff -- certainly
24 the tariff is similar, yes, it is. It's --

25 CHAIRMAN HALL: It's a compliant

1 tariff, so I'm trying to understand why something
2 could be a violation of the stipulation but not be
3 a violation of the tariff and vice versa.

4 MR. JARRETT: Oh, I'm not suggesting
5 that at all, Mr. Chairman. I'm sorry. We believe
6 they have violated the tariff. MPGA believes
7 that's the responsibility of the Commission if they
8 want to pursue some sort of violation of the tariff
9 that they -- that that's their prerogative, but
10 what MPGA wanted to pursue was the agreement that
11 it had with Summit.

12 CHAIRMAN HALL: Looking at the terms
13 of the settlement, do you believe that the word all
14 refers to manufacturer's specifications as well,
15 and does applicable refer to manufacturer
16 specification or is all applicable just referring
17 to national and local codes?

18 MR. JARRETT: Well, quite frankly, I
19 think it's the latter, Mr. Chairman, but I guess in
20 the end it may not really matter. Applicable --
21 applicable specifications under the definition that
22 Mr. Smith has put forth and that's always been
23 MPGA's position, everything in that manual is
24 applicable to anyone. That's information about the
25 product that the manufacturer -- I think it's

1 important to note, too, Mr. Chairman, that, you
2 know, when we're talking about manufacturer
3 specifications, Summit doesn't necessarily get to
4 say what they think the specifications are, and
5 neither does MPGA. It is the manufacturer that
6 gets to say. They're the ones that designed the
7 product, they're the ones that manufactured the
8 product, and they are the ones that get to say what
9 their specifications are.

10 And I think that is supported by
11 Mr. Smith's testimony as to what the accepted
12 definition is for the vent-free manufacturing
13 industry and that Summit has violated it.

14 CHAIRMAN HALL: Okay.

15 MR. JARRETT: Thank you.

16 MS. STRAUSS: May I briefly respond?

17 JUDGE BURTON: You may. Let me just
18 ask real quick, is Staff going to offer any
19 comments?

20 MR. KEEVIL: Judge, Staff has no
21 position on the motion, but I thought I'd show up
22 in case you had any questions that I might be able
23 to answer, although I'm not -- I'm hoping you
24 don't.

25 MS. STRAUSS: Your Honor,

1 respectfully, the manufacturer --

2 JUDGE JORDAN: Speak closer to the
3 microphone.

4 MS. STRAUSS: Respectfully,
5 Mr. Jarrett said it's the manufacturers who have to
6 say what their specifications are. That's pretty
7 telling, because they brought no manufacturer of
8 these fireplaces forward to say that these
9 specifications are to be followed by a gas utility
10 company.

11 And what the manufacturers say their
12 specifications are is pretty clearly stated in
13 their manual at page 32 on the page entitled
14 specifications, and that's consistent with
15 everything Summit has told this Commission from day
16 one. It's about gas pressure. It's about making
17 sure that the orifices are the appropriate size.
18 It's about the technical aspects of the product.
19 That's what a specification is.

20 Mr. Jarrett says, they're trying to
21 talk about technical things with specifications.
22 Specifications are technical. That's the point of
23 specifications. The rest of this owner's manual is
24 an owner's manual and an installation manual, and
25 it has warnings and it has instructions and it has

1 information, and not all of those words are
2 synonymous. Specifications and warnings and
3 installation instructions and information, they're
4 not synonymous. The manufacturer told people what
5 their specifications are, and they did so plainly
6 using the word specifications.

7 Respectfully, Mr. -- well, I'll add
8 this. The owner's manual with the parts list
9 includes a natural gas conversion plate. I
10 can't -- I can't emphasize this more strongly,
11 because it shows the fallacy of MPGA's argument
12 that there can be no conversion.

13 JUDGE BURTON: What page is that on?

14 MS. STRAUSS: It is right after
15 specifications on page 35. And just so that we're
16 all talking about the same thing in black and white
17 (indicating).

18 Mr. Smith provided no explanation for
19 any of those things, and Mr. -- MPGA misses the
20 point of this motion because it is, as your Honor
21 has clued in a couple of times, not about a fact
22 issue. Summit does not have a burden to come
23 forward to show no genuine issue of material fact.
24 Summit's burden is to show that MPGA has not
25 provided sufficient evidence to meet their burden

1 of proof to go forward. It's a no evidence summary
2 determination motion. It's not the proponent of
3 the claim who can show no genuine issue of material
4 fact. Any genuine issue then resolves that, right?
5 It can't go forward.

6 But on a no evidence motion such as
7 this, the standard is, as a matter of law, has MPGA
8 provided enough evidence to answer the Commission's
9 questions and to support its claim as to what are
10 the applicable manufacturer specifications to be
11 followed by a natural gas utility company in the
12 conversion of products, and was that a -- was that
13 the interpretation that was agreed upon in the rate
14 case?

15 And your Honor pegged the exact
16 issue. If that intervention by MPGA was only about
17 vent-free products, and we've had an admission that
18 it was, and if you look at the rate case it clearly
19 was, they can't have now -- they can't now argue
20 that the language applies to all conversions. That
21 wasn't at issue. This language is about unvented
22 converted -- unvented products, and you can't read
23 this language as only relating to unvented products
24 to be -- to say don't do it, don't convert.
25 Unless, of course, there was no meeting of the

1 minds and they had in their mind, oh, this is kind
2 of tricky. If we reference manufacturer
3 specifications we can argue that the owner's
4 manuals for, as they've said, all unvented products
5 say you can't convert. So that shouldn't -- then
6 they're stuck.

7 But that is not what Summit had in
8 mind because Summit's business is conversion. And
9 Summit has time after time provided the Commission
10 and safety staff with information about its
11 conversion process, information to show that it is
12 safe, information to show that they as a regulated
13 utility company are acting in the public interest
14 and acting safely by converting these products
15 safely and then doing an audit to show that those
16 products have been converted safely, and it is
17 appropriate for them to do that.

18 The only Staff position in this case
19 at this point is the one that Staff provided I
20 think at the end of 2015. After seeing the
21 demonstration, Mr. Fitzpatrick was satisfied that
22 the demonstration he witnessed on the particular
23 unit at SNGMO's office did not pose a serious or
24 immediate safety risk.

25 They keep wanting to talk about

1 safety, but they're not pursuing safety, they're
2 not pursuing codes, they're not pursuing the
3 tariff, because this case is about preventing
4 competition. This case is about MPGA continuing to
5 require Summit to defend this case after more than
6 two years, continuing to come in here to defend its
7 practices, and now on the basis of this tricky
8 claim about the agreement language.

9 Judges, this case should be
10 concluded. They have not in their testimony of Ron
11 Smith provided this Commission with the type of
12 information that is sufficient to raise a material
13 fact for them to move forward with their case. And
14 when they do that, when they fail to address what
15 the specifications are and they just say here's the
16 owner's manual, it says don't do it, that's not
17 appropriate, it's not enough, and it shouldn't be
18 enough to continue to require Summit to stand and
19 defend this matter, and we would ask that you grant
20 our motion for summary determination ending the
21 case.

22 JUDGE BURTON: Thank you.

23 MR. MILLS: Can I add one more thing
24 to that? When you asked about the legal standard,
25 I think if I could just quickly refer you to page 2

1 of our motion for summary determination and then
2 pages 7 to 9 of our memorandum in support where we
3 discuss that. Thank you.

4 MR. JARRETT: Just real quickly, I
5 just want to apologize. I think if you look on
6 page 32 of that owner's manual -- I don't have it
7 in front of me, I didn't bring it -- that it also
8 says do not convert the unit in that as well. So
9 it's on that specifications page. I thought I just
10 wanted to clarify that, fill out the record.

11 JUDGE BURTON: Thank you,
12 Mr. Jarrett.

13 All right. The Commission will
14 consider and later on in agenda issue an order on
15 the motion for summary determination. If there's
16 nothing further, we will go ahead and conclude and
17 go off the record.

18 MS. STRAUSS: Your Honor, if we could
19 have just one moment. May I understand what you
20 just said?

21 MR. JARRETT: Yeah. It says
22 propane/LP gas only or natural gas only. You can
23 only use the gas that's --

24 MS. STRAUSS: If I may just address
25 that last point, your Honor.

1 JUDGE BURTON: Concerning the do not
2 convert?

3 MS. STRAUSS: Yes, concerning the do
4 not convert. Page 32, there is no statement, and
5 I'm sure that Mr. Jarrett didn't mean it to say
6 that way, but it does not say do not convert on the
7 specifications page. It shows the natural gas
8 version and it shows the propane version, and it
9 has propane gas only on the propane version and
10 natural gas only on the natural gas version.

11 MR. JARRETT: I apologize. I didn't
12 have it in front of me, but that's what it says.
13 It says fuel type, propane gas only or natural gas
14 only.

15 MS. STRAUSS: And that is a
16 description of the as-manufactured product. Thank
17 you, your Honor.

18 MR. JARRETT: On the specifications
19 page.

20 CHAIRMAN HALL: Let me just ask, back
21 on that specifications page, so are there four
22 different models that are described in this owner's
23 manual? Is that correct?

24 MR. JARRETT: Right. Some owner's
25 manuals have -- they have natural gas units or

1 propane units and they just use the same owner's
2 manual and specify, okay, this is for natural gas
3 only, this is for -- yeah, exactly.

4 CHAIRMAN HALL: So there could be
5 provisions in this owner's manual that do not refer
6 to the model at issue in this case? Make sure I
7 understand that correctly.

8 MR. JARRETT: Right. To the extent
9 that the unit is a propane unit and they're
10 referring to natural gas units, that might be the
11 case, but it works both ways. A propane dealer
12 couldn't convert a natural gas unit. So it works
13 both ways.

14 JUDGE BURTON: Okay. Thank you,
15 everyone.

16 (WHEREUPON, the oral arguments were
17 concluded at 11:42 a.m.)

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C E R T I F I C A T E

STATE OF MISSOURI)
) ss.
COUNTY OF COLE)

I, Kellene K. Feddersen, Certified Shorthand Reporter with the firm of Alaris Litigation Services, 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.

Given at my office in the City of Jefferson, County of Cole, State of Missouri.



Kellene K. Feddersen, RPR, CSR, CCR

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