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APPEARANCES

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1 PROCEEDINGS

2 (The hearing commenced at 1:17 p.m.)

3 JUDGE WOODRUFF: This is the hearing on  
4 the complaint of Jill Covington Beatty against Union  
5 Electric Company doing business as Ameren Missouri.  
6 It's File No. EC-2017-0198, and it is now 1:15 p.m.  
7 We are in Caruthersville.

8 Before we were on the record, we had a  
9 discussion with Ms. Covington Beatty and it was a  
10 little bit of a difficult conversation in that she  
11 was of the opinion that she did not want to go  
12 forward with the hearing today. She wanted to stand  
13 on the information that she has already submitted to  
14 the Commission. I explained to her that at this  
15 point nothing has been offered into evidence and  
16 that if she wished to, she could offer those  
17 documents into the evidence, but she indicated she  
18 did not want to proceed and has now left the room.

19 So, we'll go ahead and proceed. I'm not  
20 sure where we'll go with this, but we'll start with  
21 entries of appearance. As I indicated, the  
22 complainant has left the room and has chosen not to  
23 participate in this hearing.

24 Entries for Ameren Missouri.

25 MS. GIBONEY: For Ameren Missouri, I'm

1 Sarah Giboney of the law firm Smith Lewis, LLP. Our  
2 address is 111 South Ninth Street, Suite 200,  
3 Columbia, Missouri 65201.

4 JUDGE WOODRUFF: All right. And for the  
5 Staff.

6 MS. ASLIN: For Staff Counsel, Casi  
7 Aslin. My address is 200 Madison Street, P.O. Box  
8 360, Jefferson City, Missouri 65102.

9 JUDGE WOODRUFF: All right. And for the  
10 Office of Public Counsel.

11 MS. SHEMWELL: Good afternoon, Judge.  
12 Thank you. Lera Shemwell representing the Office of  
13 the Public Counsel, 200 Madison Street, Suite 610,  
14 65102.

15 JUDGE WOODRUFF: All right. Before we  
16 get started, I would like to indicate all the  
17 previous filings in this case were made as  
18 confidential. That makes it rather difficult to  
19 write an order. Therefore, for the purposes of  
20 drafting an order, the Commission will make that  
21 information public to the extent necessary to draft  
22 an order.

23 And I'm getting quizzical looks from  
24 Ms. Giboney. Do you have a comment or concern?

25 MS. GIBONEY: No. I just understand you

1 to be saying that the order will not contain any  
2 confidential information?

3 JUDGE WOODRUFF: No. I'm saying exactly  
4 the opposite. It may to the extent it's necessary  
5 to make a decision --

6 MS. GIBONEY: All right.

7 JUDGE WOODRUFF: -- or to explain the  
8 decision.

9 I don't want to have to issue a highly  
10 confidential report and order.

11 MS. GIBONEY: I understand. Thank you.

12 JUDGE WOODRUFF: And that's allowed by  
13 386.480 that during the course of a hearing, the  
14 Commission can make previously confidential  
15 information public.

16 All right. Any other questions about  
17 that?

18 MS. SHEMWELL: No, I don't have any  
19 questions. Thank you.

20 MS. ASLIN: No questions from Staff.

21 JUDGE WOODRUFF: All right. For  
22 purposes of the hearing, then, we would normally  
23 start with Ms. Beatty. As indicated, she has left  
24 the room and will not be participating in this  
25 hearing. So, there is -- I have no evidence from

1 Ms. Beatty. So, we'll move to Ameren Missouri.

2 MS. GIBONEY: Will Staff be presenting  
3 evidence, Judge?

4 JUDGE WOODRUFF: Yes, they will. Do you  
5 want them to go first?

6 MS. GIBONEY: Typically Staff goes  
7 first, but I don't have any...

8 JUDGE WOODRUFF: All right. Staff, go  
9 ahead.

10 MS. ASLIN: Are you wanting opening  
11 right now? I'm sorry. I'm having a little trouble  
12 hearing.

13 JUDGE WOODRUFF: All right. I'll try  
14 and speak up.

15 I wasn't going to ask for opening, but  
16 we'll just do evidence. So, if you want to call  
17 your witness.

18 MS. ASLIN: All right. My witness is  
19 Justin Edwards.

20 If you could, please, spell your name  
21 for the court reporter.

22 THE WITNESS: Justin Edwards.  
23 J-U-S-T-I-N. Last name is spelled E-D-W-A-R-D-S.

24 JUDGE WOODRUFF: All right. Let me  
25 swear you in, Mr. Edwards.

1 JUSTIN EDWARDS,  
2 having been called as a witness herein, having been  
3 first duly sworn, was examined and testified as  
4 follows:

5 JUDGE WOODRUFF: All right. You may  
6 proceed.

7 DIRECT EXAMINATION

8 BY MS. ASLIN

9 Q. And, Mr. Edwards, how are you employed  
10 and in what capacity?

11 A. I'm employed by the Missouri Public  
12 Service Commission as a consumer services  
13 coordinator in the consumer services department.

14 Q. And did you prepare or cause to be  
15 prepared a staff report in this matter I believe  
16 we'll be marking as 16, Exhibit 16 based on Ameren's  
17 exhibit list.

18 JUDGE WOODRUFF: That will be fine, and  
19 I have a copy of it here with me in Caruthersville  
20 and I will hand that to the court reporter.

21 A. Yes, I did prepare that document.

22 MS. SHEMWELL: What was the -- what was  
23 the number of that one, please?

24 JUDGE WOODRUFF: 16.

25 MS. ASLIN: And it needs to be

1 confidential as well.

2 MS. SHEMWELL: Thank you.

3 JUDGE WOODRUFF: All right. You may  
4 proceed.

5 Q. (By Ms. Aslin) Do you have any changes  
6 or corrections to that report?

7 A. I do not.

8 Q. And is the information contained in that  
9 report true and correct to the best of your  
10 knowledge and belief?

11 A. Yes, it is.

12 MS. ASLIN: I move for the admission of  
13 Exhibit 16-C.

14 (Staff's Exhibit 16-C was offered into  
15 evidence.)

16 JUDGE WOODRUFF: All right. 16 has been  
17 offered. Any objections to its receipt?

18 MS. GIBONEY: No objections.

19 JUDGE WOODRUFF: It will be admitted.

20 MS. SHEMWELL: No objections.

21 (Staff's Exhibit 16-C was admitted into  
22 evidence.)

23 MS. ASLIN: And I tender the witness for  
24 cross.

25 JUDGE WOODRUFF: All right. For

1 cross-examination I guess begin with Public Counsel.

2 MS. SHEMWELL: No questions. Thank you.

3 JUDGE WOODRUFF: For Ameren?

4 MS. GIBONEY: No questions, Judge.

5 JUDGE WOODRUFF: All right. I have no  
6 questions for Mr. Edwards. So, he can step down.

7 Did Staff have any other evidence?

8 Ms. Aslin?

9 MS. ASLIN: Yes.

10 JUDGE WOODRUFF: Did Staff have any  
11 other evidence?

12 MS. ASLIN: No, no. I'm sorry.

13 JUDGE WOODRUFF: All right. Did Public  
14 Counsel have any evidence?

15 MS. SHEMWELL: We do not have any  
16 evidence to offer. Thank you.

17 JUDGE WOODRUFF: Thank you.

18 And for Ameren Missouri.

19 MS. GIBONEY: Ameren Missouri Calls  
20 Kathy Hart.

21 KATHY HART,  
22 having been called as a witness herein, having been  
23 first duly sworn, was examined and testified as  
24 follows:

25

1 DIRECT EXAMINATION

2 BY MS. GIBONEY

3 Q. All right. Please state your name.

4 A. Kathy Hart.

5 Q. And spell your last name.

6 A. H-A-R-T.

7 Q. Are you employed with Ameren Missouri?

8 A. Yes, I am.

9 Q. What is your title and general job  
10 responsibilities?

11 A. My job title is a regulatory liaison and  
12 I deal with any complaint, formal complaints that  
13 come in, I do the witnessing for them, among several  
14 other things, but that's my main duty.

15 Q. And before you were the regulatory  
16 liaison, were you a supervisor in customer services?

17 A. Yes, I was.

18 Q. For how long?

19 A. Since 2001.

20 Q. All right. Do you have general  
21 knowledge from your experience about Ameren  
22 Missouri's methods of doing business?

23 A. I do.

24 Q. And how about its recordkeeping?

25 A. Yes, I do.

1 Q. And its billing practices?

2 A. Yes.

3 Q. Do you believe your testimony would  
4 assist the Commission in understanding the evidence  
5 and determining the facts at issue in this  
6 complaint?

7 A. Yes.

8 Q. And have you been qualified as an expert  
9 witness in other evidentiary hearings before the  
10 Commission?

11 A. I have.

12 Q. Are you also here today as a corporate  
13 representative of the company?

14 A. I am.

15 Q. In preparing for your testimony, have  
16 you reviewed a number of company documents and  
17 records?

18 A. I have.

19 Q. And, in particular, have you reviewed  
20 documents that pertain to electric utility service  
21 provided by the company to complainant, Ms. Jill  
22 Beatty, at 515 Cape Meadows Circle, Unit 21, Cape  
23 Girardeau, Missouri; as well as 601 West Third  
24 Street, Apartment 36, Caruthersville, Missouri?

25 A. Yes, I have.

1           **Q.    And in reviewing the records, you have**  
2 **become familiar with Ms. Beatty's account history;**  
3 **is that correct?**

4           A.    I have, yes.

5           MS. GIBONEY: All right. And then,  
6 Judge, nearly all the exhibits we will be offering  
7 are confidential, but since this isn't broadcast, we  
8 don't need to go in-camera; is that correct?

9           JUDGE WOODRUFF: That's correct.

10          MS. GIBONEY: All right.

11          **Q.    (By Ms. Giboney) Ms. Hart, I'd ask you**  
12 **to turn in your exhibit notebook to Ameren**  
13 **Missouri's Exhibit 1-C. Do you recognize that**  
14 **exhibit?**

15          A.    This is an activity statement for Jill  
16 Covington Beatty for 515 Cape Meadows Circle, Unit  
17 21, Cape Girardeau, Missouri.

18          **Q.    All right. And what is the account**  
19 **number?**

20          A.    The account number is 6265203295.

21          **Q.    Is this account activity statement the**  
22 **type of record that Ameren Missouri keeps on a**  
23 **regular basis?**

24          A.    Yes, it is.

25          **Q.    And what types of information is in an**

1 **Ameren Missouri account activity statement?**

2 A. There is a variety of information,  
3 anywhere from regular monthly bills to the billing  
4 period, the charges, the total bill, previous  
5 balances and the usage, late payment fees or any  
6 transferred in debts.

7 **Q. Does it also include records of payments**  
8 **made by the customer?**

9 A. Yes, it does.

10 **Q. Does it also state what type of service**  
11 **the customer receives?**

12 A. Yes, it does.

13 **Q. All right. What type of service did --**  
14 **well, sorry. And is this account activity statement**  
15 **used by company personnel in the regular course of**  
16 **business?**

17 A. It is.

18 MS. GIBONEY: I'd move for the admission  
19 of Ameren Missouri Exhibit 1-C.

20 (Ameren's Exhibit 1-C was offered into  
21 evidence.)

22 JUDGE WOODRUFF: 1-C has been offered.  
23 Any objections to its receipt?

24 Hearing none. It will be received.

25

1 (Ameren's Exhibit 1-C was admitted into  
2 evidence.)

3 Q. (By Ms. Giboney) All right. And then,  
4 please, turn in your notebook to Exhibit 2-C. And  
5 what type of record is that?

6 A. Again, this is another activity  
7 statement for Jill Covington Beatty and it is also  
8 from 515 Cape Meadows Circle, Unit 21, Cape  
9 Girardeau.

10 Q. And what's the account number on this  
11 statement?

12 A. 6265203302.

13 Q. And does this, Exhibit 2-C, does it  
14 contain all the same type of records that Exhibit  
15 1-C contained?

16 A. Yes, it does.

17 Q. And used and prepared in the same way?

18 A. Yes.

19 MS. GIBONEY: All right. I'd move for  
20 admission of Ameren Missouri Exhibit 2-C.

21 (Ameren's Exhibit 2-C was offered into  
22 evidence.)

23 JUDGE WOODRUFF: 2-C has been offered.  
24 Any objections to its receipt?

25 Hearing none.

1 MS. SHEMWELL: No objection.

2 JUDGE WOODRUFF: Thank you. It will be  
3 admitted.

4 (Ameren's Exhibit 2-C was admitted into  
5 evidence.)

6 Q. (By Ms. Giboney) And then, Ms. Hart, if  
7 you'd move to Exhibit 3-C in your notebook. Do you  
8 recognize that document?

9 A. Yes. This is an activity statement for  
10 Jill Covington Beatty. The address would be 601  
11 West Third, Apartment 36, Caruthersville, Missouri,  
12 and it has the same information as the last two.

13 Q. Okay. Different account number?

14 A. Yes, it is. It's 9788516268.

15 Q. All right. Prepared and used in the  
16 same way as the first two exhibits?

17 A. Yes.

18 MS. GIBONEY: I'd move for admission of  
19 Ameren Missouri Exhibit 3.

20 (Ameren's Exhibit 3-C was offered into  
21 evidence.)

22 JUDGE WOODRUFF: Exhibit 3 has been  
23 offered. Any objections to its receipt?

24 Hearing none.

25 MS. SHEMWELL: No.

1 JUDGE WOODRUFF: It will be admitted.

2 (Ameren's Exhibit 3-C was admitted into  
3 evidence.)

4 Q. (By Ms. Giboney) All right. Ms. Hart,  
5 let me ask you about contacts. Does the company  
6 keep a record of contacts that it may send or make  
7 with a customer, as well as contacts that it  
8 receives from a customer?

9 A. Yes, it does.

10 Q. All right. Is a contacts list the type  
11 of record that the company keeps?

12 A. Yes.

13 Q. What types of contacts will show up in a  
14 contacts list?

15 A. Would be anything after one of our  
16 advisers has spoken with a customer. It will be  
17 some abbreviated notes as to what occurred during  
18 that conversation. It will also be any kind of  
19 information, like any deposit letters that may be  
20 sent out to the customer, there's an automated entry  
21 there. Anything like that is going to be within  
22 that contacts list.

23 Q. All right. Does the contacts list also  
24 show things like when disconnection notices have  
25 been sent?

1 A. Yes, it does.

2 Q. Does it also show when customers are  
3 connected to service or disconnected from service?

4 A. Yes.

5 Q. All right. With regard to the contacts  
6 list, what happens when a company -- when a customer  
7 calls the company?

8 A. When a customer first initially calls  
9 in, the adviser is trained to ask questions to  
10 verify who they have on the other line and if that  
11 person is eligible actually to talk about the  
12 account, they're going to ask the person's name, the  
13 account number or the social on the account.

14 Q. And the premises address?

15 A. Yes. The address, uh-huh.

16 Q. And all those notes become part of this  
17 list, correct?

18 A. It does.

19 Q. If you turn to Exhibit 4-C in your  
20 notebook.

21 A. Okay.

22 Q. Do you recognize that?

23 A. Yes. This is the contacts list.

24 Q. For what account?

25 A. For 515 Cape Meadows Circle, Unit 21,

1 the account number 6265203295.

2 Q. All right. So, that's Ms. Beatty's  
3 first Cape Meadows account?

4 A. Very first, yes.

5 Q. And these contacts, are they used in the  
6 ordinary course of business by the company?

7 A. Yes.

8 Q. And the notes that are entered on the  
9 list of communications, do those become a part of  
10 the contacts list at or near the time that the  
11 communication occurs?

12 A. Yes. These are realtime.

13 MS. GIBONEY: I'd move for admission of  
14 Ameren Missouri Exhibit 4-C.

15 (Ameren's Exhibit 4-C was offered into  
16 evidence.)

17 JUDGE WOODRUFF: 4-C has been offered.  
18 Any objections to its receipt?

19 Hearing none. It will be received.

20 (Ameren's Exhibit 4-C was admitted into  
21 evidence.)

22 Q. (By Ms. Giboney) Ms. Hart, would you  
23 turn to Exhibit 5-C, please.

24 A. Okay.

25 Q. Do you recognize that?

1           A.    Yes.  This is a contacts list.  It is  
2   for 515 Cape Meadows Circle, Unit 21, Cape  
3   Girardeau, account number 6265203302.

4           **Q.    All right.  And was that contacts list**  
5   **prepared for Ms. Beatty's account and used in the**  
6   **same way as the prior exhibit?**

7           A.    Yes.

8           MS. GIBONEY:  I'd move for admission of  
9   Ameren Missouri Exhibit 5-C.

10           (Ameren's Exhibit 5-C was offered into  
11  evidence.)

12           JUDGE WOODRUFF:  5-C has been offered.  
13  Any objections to its receipt?

14           Hearing none.  It will be received.

15           (Ameren's Exhibit 5-C was admitted into  
16  evidence.)

17           **Q.  (By Ms. Giboney)  Please move to Exhibit**  
18   **6-C, please.  Do you recognize that document?**

19           A.    This is another contacts list for  
20  Ms. Beatty.  It's from 601 West Third, Apartment 36,  
21  Caruthersville, Missouri, account number 9788516268.

22           **Q.    And was this contacts list prepared and**  
23   **used in the same way as the prior two exhibits?**

24           A.    Yes.

25           MS. GIBONEY:  I'd move for admission of

1 Ameren Missouri Exhibit 6-C.

2 (Ameren's Exhibit 6-C was offered into  
3 evidence.)

4 JUDGE WOODRUFF: 6-C has been offered.  
5 Any objections to its receipt?

6 Hearing none. It will be received.

7 (Ameren's Exhibit 6-C was admitted into  
8 evidence.)

9 Q. (By Ms. Giboney) And, Ms. Hart, in  
10 preparing for your testimony today, you've reviewed  
11 Exhibits 1-C through 6-C; is that correct?

12 A. Yes, I have.

13 Q. I'd like to ask you some questions about  
14 Ms. Beatty's account history at the Cape Meadows  
15 address. When did that service start under the  
16 first Cape Meadows account?

17 A. The first account, let's see, that began  
18 on 12/5 of '11.

19 Q. And when did it end?

20 A. Would have ended on May 14th of '12.

21 Q. All right. And when that service ended,  
22 was there an outstanding account balance?

23 A. Yes. 198.93.

24 Q. And if we look at the contacts for the  
25 first Cape Meadows Account, would there be a reason

1 shown around May 14th of 2012 of why that service  
2 terminated?

3 JUDGE WOODRUFF: Is everyone still there  
4 on the line?

5 MS. SHEMWELL: Yes, Public Counsel is  
6 here.

7 JUDGE WOODRUFF: Staff there?

8 MS. ASLIN: Staff is here, too.

9 JUDGE WOODRUFF: We're getting a tone  
10 here and I think it's an incoming call going to the  
11 mayor's phone, but we can ignore it.

12 A. So, May 12th. I'm sorry. What was it?

13 Q. (By Ms. Giboney) On May 14th of 2012, do  
14 the -- I'm sorry. Pardon me. I'm getting myself  
15 confused.

16 A. Me, too.

17 Q. On, yeah, May 14th, 2012, do the  
18 contacts show why service ended at Cape Meadows?

19 A. It was cut out for non-pay. It was  
20 disconnected.

21 Q. All right. And then when did service  
22 resume at Cape Meadows under the new account? Does  
23 the account activity statement show that?

24 A. Okay. On June 6th of '12.

25 Q. All right. And when service resumed

1 under the new account number, is the new account  
2 number assigned because the prior account has  
3 finalized?

4 A. Yes, it does.

5 Q. When service resumed, what did the  
6 company do about the \$198.93 that Ms. Beatty owed  
7 from the first account?

8 A. It was transferred into the new account.

9 Q. All right. Backing up just a little  
10 bit. If you look at Exhibit 2, did Ms. Beatty  
11 receive energy assistance on her Cape Meadows  
12 account in November of 2013?

13 A. Yes. She received \$251 on 11/29 of '13.

14 Q. Did that energy assistance pay off  
15 everything Ms. Beatty owed under her prior month's  
16 balance?

17 A. It paid almost all of it. There was a  
18 very small amount left.

19 Q. All right. So, there was a little  
20 amount left on her what we'll call the October bill?

21 A. Correct.

22 Q. All right. And I think did she continue  
23 to receive service from the company until March 12th  
24 of 2014?

25 A. Yes. Yes, she did.

1 Q. So, between the time that Ms. Beatty  
2 received energy assistance on November 29th of '13  
3 and March 12th of '14 did Ms. Beatty make any  
4 payments on her bill?

5 A. She did not.

6 Q. So, did Ms. Beatty have an outstanding  
7 account balance as of March 12th, 2014?

8 A. Yes. The total was 545.97.

9 Q. Was the final bill for that amount  
10 issued to Ms. Beatty?

11 A. Yes, it was.

12 Q. What date was it issued?

13 A. March 14th of '14.

14 Q. All right. And if we look at the  
15 contacts for that date for this account. I believe  
16 that's Exhibit 5.

17 A. March 14th?

18 Q. Of 2014. March 12th of 2014.

19 A. Okay.

20 Q. Do the contacts tell us why service was  
21 terminated?

22 A. She finalized the account by making a call  
23 into our call center on March 12th of '14.

24 Q. And then did she provide an address  
25 where her final bill could be mailed?

1           A.    Yes.  It was a P.O. Box 281, Cape  
2   Girardeau, Missouri.

3           Q.    Prior to the time that Ms. Beatty asked  
4   for service at Cape Meadows to be terminated, and  
5   you've reviewed the contacts, at any time did she  
6   ever dispute the amounts she was billed for Cape  
7   Meadows?

8           A.    She did not.

9           Q.    All right.  Let's talk now about service  
10  to Ms. Beatty at 601 West Third Street, Apartment 36  
11  here in Caruthersville.  If we look at Exhibit 3,  
12  when did service to Ms. Beatty at Third Street  
13  begin?

14          A.    It began on May 20th of '16.

15          Q.    And if we look at Exhibit 6, the  
16  contacts list for Third Street, when did Ms. Beatty  
17  call to request service in her name to Third Street?

18          A.    She called in on May 20th of '16.

19          Q.    And during that call, did the  
20  representative advise her anything regarding the  
21  outstanding balance at Cape Meadows?

22          A.    She was advised of the balance that  
23  would be transferring into this account.

24          Q.    At Third Street?

25          A.    At Third Street, correct.

1 Q. All right. Let's talk about transferred  
2 balances for a moment. Do the Commission's rules  
3 permit the company to transfer a customer's unpaid  
4 residential service account balance to another  
5 residential service account of the customer?

6 A. Yes.

7 Q. All right. And is that in the  
8 discontinuance of service rules?

9 A. It is.

10 Q. And was Ms. Beatty's service at Cape  
11 Meadows a residential service account?

12 A. It was, yes.

13 Q. And how do you know that from looking at  
14 the records?

15 A. When I look at the activity statement,  
16 it will say at the top a rate 1-M residential  
17 electric service.

18 Q. Does it say 1-M on the accounts for Cape  
19 Meadows and Third Street?

20 A. Yes. For all of them it does.

21 MS. GIBONEY: Judge, I'd ask that the  
22 Commission take administrative notice of a portion  
23 of the Commission's discontinuance of service rule  
24 and that would be 4 CSR 240-13.050(2)(B), which  
25 contains the rule that Ms. Hart just mentioned.

1 JUDGE WOODRUFF: Any objections to the  
2 Commission taking administrative notice of that  
3 rule?

4 The Commission will take notice.

5 Q. (By Ms. Giboney) Does the company also  
6 have authority, Ms. Hart, under its own tariffs to  
7 transfer Ms. Beatty's prior unpaid account balance  
8 from Cape Meadows to her new account for service to  
9 Third Street?

10 A. Yes.

11 Q. If you'd turn to Exhibit 7, please.

12 A. Okay.

13 Q. Do you recognize that?

14 A. Yes. This is a tariff sheet 131.1 and  
15 it has an effective date of July 27th of 2014.

16 Q. And does that Exhibit 7 also show a  
17 Missouri PSC tariff number at the top?

18 A. PSC Schedule No. 6, uh-huh.

19 Q. And just to be clear, this is the tariff  
20 of -- does it say Union Electric Company?

21 A. Yes, it does.

22 Q. All right. Is paragraph F, transfer of  
23 balance, the company's tariff that permits the  
24 transfer of balance?

25 A. Yes, it is.

1 MS. GIBONEY: I'd move for admission of  
2 Ameren's Exhibit 7.

3 (Ameren's Exhibit 7 was offered into  
4 evidence.)

5 JUDGE WOODRUFF: Exhibit 7 has been  
6 offered. Any objections to its receipt?

7 Hearing none. It will be received.

8 (Ameren's Exhibit 7 was admitted into  
9 evidence.)

10 Q. (By Ms. Giboney) Ms. Hart, does the  
11 company also have the authority under the tariffs to  
12 make arrangements for Ms. Beatty to pay a prior  
13 unpaid account balance for Cape Meadows before the  
14 company has to commence service to her at Third  
15 Street?

16 A. Yes.

17 Q. All right. If you'd turn to Exhibit 8,  
18 please. Do you recognize that?

19 A. This is the Tariff Sheet No. 101 and  
20 it's effective date of July 27th of 2014.

21 Q. And is paragraph C of Tariff Sheet 101,  
22 is that the tariff you were referring to?

23 A. Yes. The application for service.

24 MS. GIBONEY: Judge, I'd move for  
25 admission of Ameren Missouri Exhibit 8.

1 (Ameren's Exhibit 8 was offered into  
2 evidence.)

3 JUDGE WOODRUFF: Exhibit 8 has been  
4 offered. Any objections to its receipt?

5 Hearing none. It will be received.

6 (Ameren's Exhibit 8 was admitted into  
7 evidence.)

8 Q. (By Ms. Giboney) And so, in Ms. Beatty's  
9 case I believe -- well, let me ask you. Is it your  
10 testimony that the unpaid Cape Meadows account  
11 balance was transferred to the Third Street account?

12 A. It was.

13 Q. And that was the way that the company  
14 made arrangements for the payment of that unpaid  
15 bill?

16 A. Yes.

17 Q. Let me ask you about deposits. Was  
18 there also a deposit assessed on Ms. Beatty's Third  
19 Street account when it was opened?

20 A. There was, and I believe we offered to  
21 split that into some installments.

22 Q. And are you reviewing an exhibit?

23 A. 3, 3-C, yeah.

24 Q. And are the deposit installments  
25 reflected on the account activity statement for

1 **Third Street?**

2 A. They are. \$39.33 per month for three  
3 months.

4 Q. What was the first date that a deposit  
5 was billed, deposit installment was billed?

6 A. Looks like June 10th of '16.

7 Q. All right. And was Ms. Beatty also  
8 notified in advance that a deposit would be assessed  
9 on her Third Street account?

10 A. Yes. She would have received a deposit  
11 letter in the mail.

12 Q. And if we look at the contacts for the  
13 Third Street account, shortly after she opened that  
14 account will you find a contact that references the  
15 deposit letter?

16 A. Which one is that?

17 Q. Exhibit 6.

18 A. Okay. On May 23rd it looks like there  
19 was an automated entry stating that there was a  
20 deposit letter that would have been mailed out.

21 Q. To Ms. Beatty?

22 A. Yes, correct.

23 Q. Do the Commission's rules permit a  
24 utility to assess a deposit?

25 A. Yes.

1 MS. GIBONEY: Judge, I'd ask that the  
2 Commission take administrative notice of 4 CSR  
3 240-13.030(1)(A) and (1)(C).

4 JUDGE WOODRUFF: Any objections?

5 Hearing none. The Commission will take  
6 such notice.

7 Q. (By Ms. Giboney) Ms. Hart, just in  
8 general terms what are the situations where the  
9 company will assess a deposit on a new account?

10 A. Any time there is an old bill owed on an  
11 account that's being transferred in, there will be a  
12 deposit.

13 Q. If it's been accrued within the last  
14 five years?

15 A. That's correct.

16 Q. Are there also credit rating standards  
17 that must be met?

18 A. Yes, there is.

19 Q. And I believe it's been your testimony  
20 that there was an old bill transferred in from Cape  
21 Meadows to the Third Street account; is that  
22 correct?

23 A. That is correct.

24 Q. A bill from 2014 transferred in in '16?

25 A. In '16.

1 Q. So, that's within the last five years?

2 A. It is.

3 Q. Back to the Third Street account and the  
4 contacts. Did Ms. Beatty call the company after she  
5 received the deposit letter on May 23rd? I'm sorry.  
6 After it was mailed on May 23rd, did she shortly  
7 thereafter call the company?

8 A. She called the company on May 27th. She  
9 was advised the deposit was applied due to a prior  
10 balance on the account, yes.

11 Q. She actually called twice on that day?

12 A. She did.

13 Q. Let's talk about calls for a minute. In  
14 the ordinary course of business does Ameren Missouri  
15 record incoming calls?

16 A. We do.

17 Q. And can you describe generally how those  
18 calls are recorded?

19 A. It's by a third party system that we've  
20 acquired. So, as soon as that call is answered, the  
21 recording begins.

22 Q. And are those calls stored in some sort  
23 of format?

24 A. A digital format and that way they're  
25 available in .WAV files.

1 Q. Can those .WAV files be copied or burned  
2 over to a disc, a DVD?

3 A. Yes, they can.

4 Q. All right. Let me hand you what's been  
5 marked Ameren Missouri Exhibit 9-C. Do you  
6 recognize that?

7 A. I do.

8 Q. Is that a copy of a recorded file of one  
9 of the calls Ms. Beatty made to the company on  
10 9/27 -- I'm sorry, on May 27th?

11 A. Yes, it is.

12 Q. And how do you know that that's  
13 Ms. Beatty on the call?

14 A. Because I've listened to the call and  
15 I've heard her speak today, so...

16 Q. All right. And does she identify  
17 herself on the call?

18 A. She does and she gives her address and  
19 some identifying information, yes.

20 Q. Was the company's recording system in  
21 good working order on May 27th of 2016?

22 A. It was.

23 Q. What would happen if there was a problem  
24 with the recording system?

25 A. It just would not record the call.

1           Q.    All right.  In this call does Ms. Beatty  
2   dispute the deposit that was assessed to her on her  
3   Third Street account?

4           A.    Yes, she does.  Uh-huh.

5           Q.    Does she also dispute the date that she  
6   closed her Cape Meadows account?

7           A.    Yes.

8           Q.    Does she also claim that an energy  
9   assistance grant or pledge was made to her that was  
10  not applied to that account?

11          A.    Yes.  She said there was another pledge  
12  that should have been put toward her account,  
13  credited toward her account, that was made in 2014  
14  that we were not able to find any record of.

15          Q.    Does the company ask her to obtain some  
16  verification that she obtained a pledge?

17          A.    Yes.  We did ask her to call the energy  
18  assistance agency and she told us that we needed to  
19  call, but we didn't know who to or when it was made  
20  or how much and we never found any record of that.

21                MS. GIBONEY:  Judge, I'd move for the  
22  admission of Ameren Missouri Exhibit 9-C.

23                (Ameren's Exhibit 9-C was offered into  
24  evidence.)

25                JUDGE WOODRUFF:  9-C has been offered.

1 Any objections to its receipt?

2 Hearing none. It will be received.

3 (Ameren's Exhibit 9-C was admitted into  
4 evidence.)

5 MS. GIBONEY: Judge, Ameren Missouri  
6 offers to play the exhibit or we can just have it  
7 admitted into evidence and the parties can listen to  
8 it at their convenience.

9 JUDGE WOODRUFF: Let's go ahead and play  
10 it.

11 MS. GIBONEY: All right.

12 JUDGE WOODRUFF: That way we'll have it  
13 on the transcript.

14 (A discussion was held off the record.)

15 JUDGE WOODRUFF: All right. Well, I  
16 don't think it has to be -- if it's not going to be  
17 transcribed, there's really no reason to play it at  
18 this point. I can listen to it.

19 MS. GIBONEY: But if it's in evidence,  
20 you can listen to it.

21 JUDGE WOODRUFF: I can listen to it.

22 MS. GIBONEY: All right.

23 JUDGE WOODRUFF: We'll leave it at that.

24 **Q. (By Ms. Giboney) All right. Let's talk**  
25 **about termination of service for a moment. Is a**

1 customer responsible for service provided to her  
2 premises until she notifies the company that she'd  
3 like to terminate service in her name?

4 A. Yes.

5 Q. And is that a provision of Ameren  
6 Missouri's tariffs?

7 A. It is.

8 Q. Would you, please, turn to what's been  
9 marked Exhibit 10.

10 A. Okay.

11 Q. Do you recognize that?

12 A. This is a Tariff Sheet 103, effective  
13 date June 30th of 2013.

14 Q. Is subparagraph 7 of paragraph G of  
15 Exhibit 10 the termination of service tariff  
16 provision you were referring to?

17 A. Yes, it is.

18 MS. GIBONEY: I'd move for admission of  
19 Ameren Missouri Exhibit 10.

20 (Ameren's Exhibit 10 was offered into  
21 evidence.)

22 JUDGE WOODRUFF: 10 has been offered.  
23 Any objections to its receipt?

24 Hearing none. It will be received.

25

1 (Ameren's Exhibit 10 was admitted into  
2 evidence.)

3 JUDGE WOODRUFF: Is everyone still there  
4 on the line?

5 MS. SHEMWELL: Yes.

6 MS. ASLIN: Still here.

7 JUDGE WOODRUFF: Okay. It's been quiet  
8 for a while. I just wanted to make sure we hadn't  
9 dropped you.

10 MS. SHEMWELL: Thank you for checking.

11 **Q. (By Ms. Giboney) And the company's**  
12 **contacts again show that Ms. Beatty called to**  
13 **terminate service to Cape Meadows on March 12th of**  
14 **2014, correct?**

15 A. In which one was that?

16 **Q. Exhibit 2 -- Exhibit 4.**

17 A. Four.

18 **Q. Five. I apologize.**

19 JUDGE WOODRUFF: One of those.

20 A. I'm sorry.

21 **Q. (By Ms. Giboney) Exhibit 5.**

22 A. And it was on March the 12th of '14.

23 Yes, she did.

24 **Q. All right. So, let's go -- I'd like to**  
25 **make you jump around. So, let's go back to the**

1 Third Street account. I believe you testified the  
2 account was set up on March 20th -- goodness,  
3 May 20th of 2016?

4 A. That's correct.

5 Q. So, if we look at Exhibit 6, when was  
6 the first bill issued to Ms. Beatty for the Third  
7 Street account? Let's try Exhibit 3. I apologize.  
8 I am moving too fast.

9 A. Okay. The first bill would have been on  
10 June 10th of '16.

11 Q. And when was it due?

12 A. The bill was due on June 23rd of '16.

13 Q. Did Ms. Beatty pay the amount due by  
14 that due date?

15 A. She did not.

16 Q. Did she make any payment at all by the  
17 due date?

18 A. No.

19 Q. And looking at Exhibit 3, were  
20 disconnect notices sent to Ms. Beatty in July when  
21 that June bill became delinquent?

22 A. Let's see. Exhibit 6.

23 Q. You're right. Exhibit 6, you're right.  
24 So, in July of '16.

25 A. Okay. July of '16. July 12th and

1 July 15th were the dates that notices were mailed to  
2 her.

3 Q. Did Ms. Beatty call shortly after that  
4 to ask about payment arrangements --

5 A. Yes, she did.

6 Q. -- to avoid a disconnect?

7 A. I'm sorry. Yes, on July 20th.

8 Q. What arrangements was -- was she offered  
9 arrangements?

10 A. She was offered a payment agreement with  
11 a down payment of \$441 to be paid by July 27th.

12 Q. Let me ask you a question. Did she  
13 accept that offer?

14 A. No. She said she was going to pay \$100  
15 the next month and that we couldn't cut her. She  
16 also stated that she's not paying the deposit or the  
17 transferred in balance.

18 Q. What was she told about how much she  
19 would have to pay if her service were disconnected  
20 for nonpayment?

21 A. If disconnected, she was informed she'd  
22 have to pay \$636.58 to get that reconnected and that  
23 we would be unable to waive a deposit.

24 Q. After receiving this information, did  
25 she pay the \$441 by July 27th?

1           A.    No, she did not because she was  
2    disconnected for nonpayment on July 20 -- July 28th  
3    actually.

4           **Q.    Right.  And did Ms. Beatty then call the**  
5    **company on July 28th?**

6           A.    She did call the company and she was  
7    informed of the total balance of 804.35 and also  
8    that she needed to pay 636.58 needed to reconnect.

9           **Q.    All right.  And you understand that part**  
10   **of Ms. Beatty's complaint alleged that the company**  
11   **disconnected her service even though the company**  
12   **knew she was disabled?**

13          A.    Correct, uh-huh.

14          **Q.    Is the company prohibited from**  
15   **disconnecting service of a disabled customer for**  
16   **nonpayment?**

17          A.    No.

18          **Q.    Would the company be obliged, though, to**  
19   **postpone a disconnection if the customer alleged and**  
20   **provided documentation of a medical emergency that**  
21   **would be aggravated by disconnection?**

22          A.    Yes.

23          **Q.    And is that in the Commission's**  
24   **discontinuance of service rules?**

25          A.    It is.

1 MS. GIBONEY: Judge, I'd ask the  
2 Commission to take administrative notice of 4 CSR  
3 240-13.050(10), which contains the rule just  
4 mentioned?

5 JUDGE WOODRUFF: Any objection?

6 Hearing none. The Commission will take  
7 notice of that rule.

8 Q. (By Ms. Giboney) And does the company  
9 have a similar tariff, Ms. Hart?

10 A. We do.

11 Q. Would you turn to Exhibit 11, please.  
12 Do you recognize that?

13 A. Yes. This is a Tariff Sheet No. 144,  
14 effective date July 27th of 2014.

15 Q. And is paragraph F of Sheet 144 the  
16 medical emergency or medical hardship tariff you  
17 were referring to?

18 A. Yes.

19 MS. GIBONEY: I'd move for the admission  
20 of Ameren Missouri Exhibit 11.

21 (Ameren's Exhibit 11 was offered into  
22 evidence.)

23 JUDGE WOODRUFF: 11 has been offered.  
24 Any objections to its receipt?

25 Hearing none. It will be admitted.

1 (Ameren's Exhibit 11 was admitted into  
2 evidence.)

3 Q. (By Ms. Giboney) Going back to the Third  
4 Street account and the July 28th disconnect. Prior  
5 to the July 28th disconnect, did the company receive  
6 any calls from Ms. Beatty alleging that she had a  
7 medical emergency and asking for a postponement of a  
8 disconnection?

9 A. Okay. Can you repeat that? I'm sorry.

10 Q. Sure. Prior to the disconnection, did  
11 the company receive any call from Ms. Beatty asking  
12 for a medical hardship extension?

13 A. Yes, she did ask for one.

14 Q. But on what date?

15 A. On July 29th. The service had already  
16 been turned off.

17 Q. Right. So, prior to that, no call  
18 requesting that?

19 A. No prior, correct.

20 Q. All right. Did she also call on  
21 July 28th, the same day as the disconnection?

22 A. She did call on the 28th.

23 Q. All right. Were you able to retrieve a  
24 copy of that call?

25 A. Yes.

1           Q.    Let me hand you what's been marked  
2   Ameren Missouri Exhibit 12-C. Do you recognize  
3   that?

4           A.    I do. This is the call when Ms. Beatty  
5   called in.

6           Q.    On July 28th?

7           A.    Yes, on July 28th.

8           Q.    In the call do Ms. Beatty and the  
9   representative or the adviser discuss that even  
10 though her service is already off, the company might  
11 grant her a medical hardship extension without a  
12 payment?

13          A.    That is correct.

14          Q.    And does the representative explain to  
15 Ms. Beatty exactly what documentation she needs to  
16 send in?

17          A.    Yes. She told her that she needed to,  
18 within 24 hours of the disconnection, she would need  
19 to get a letter on doctor's letterhead stating the  
20 reason for her -- for the medical hardship and if it  
21 would, you know, be detrimental to her health if she  
22 did not have electricity.

23          Q.    Does Ms. Beatty state that it will not  
24 be a problem to get the letter?

25          A.    That is correct. That's what she said.

1 MS. GIBONEY: I'd move for admission of  
2 Ameren Missouri Exhibit 12-C.

3 (Ameren's Exhibit 12-C was offered into  
4 evidence.)

5 JUDGE WOODRUFF: 12-C has been offered.  
6 Any objections to its receipt?

7 Hearing none. It will be received.

8 (Ameren's Exhibit 12-C was admitted into  
9 evidence.)

10 MS. GIBONEY: And Judge, I'll forego  
11 playing the call if that's acceptable to you.

12 JUDGE WOODRUFF: That is fine.

13 **Q. (By Ms. Giboney) Do the contacts show**  
14 **whether Ms. Beatty sent documentation by the next**  
15 **day's deadline?**

16 A. She didn't send it in until the 29th and  
17 what she did send was a letter from the Social  
18 Security office. It was not on doctor's letterhead  
19 and, so, it was not in the form and she did not meet  
20 the criteria that we asked her to meet.

21 **Q. Did someone from the company actually**  
22 **call her and advise her that that documentation**  
23 **wasn't sufficient?**

24 A. Yes. Someone from our medical equipment  
25 registry desk gave her a call to let her know that

1 that was not acceptable.

2 Q. All right. So, at this point  
3 Ms. Beatty's service is disconnected, correct?

4 A. Yes.

5 Q. All right. Did she call in and state  
6 that she had made a payment in an attempt to get  
7 services restored?

8 A. Uh-huh. She called in on August the  
9 2nd, said she paid \$400. She would have -- she was  
10 advised at that time that the total needed to be  
11 636.58. So, she needed an additional 236.58 to  
12 reconnect.

13 Q. And did she call in or make another  
14 payment in order to pay that 236.58?

15 A. She did make another payment of 236.

16 Q. And at that time was a reconnect order  
17 automatically generated?

18 A. It was, yes.

19 Q. And was her service restored?

20 A. It was restored and I believe it was on  
21 August the 5th.

22 Q. All right.

23 A. Yes.

24 Q. And at this point the total payments of  
25 the 636.58, those really relate to bills that had

1 accrued in June, correct?

2 A. That's correct.

3 Q. So, at that point Ms. Beatty's service  
4 is back on, but she's in arrears; is that correct?

5 A. That's right.

6 Q. Does her account remain in arrears  
7 through the fall of 2016?

8 A. It does. Not by a lot, but yes.

9 Q. So, if we look at Exhibit 3, would that  
10 show us just general billing information that shows  
11 that?

12 A. Yes, it does.

13 Q. All right. So, in December of 2016 was  
14 an energy assistance pledge made on her account?

15 A. December 2nd a pledge amount -- or a  
16 pledge payment for 251 was received.

17 Q. And what effect does that pledge payment  
18 have on the deposit installments on Ms. Beatty's  
19 account?

20 A. Any time we receive -- if there is a  
21 deposit that's billed and it's during cold weather  
22 rule, then we're going to cancel any unpaid deposit  
23 amounts. That is what happened. So, when the 251  
24 was received, after we took those two payments off,  
25 those two installments off, she ended up with a

1 credit of \$82.13.

2 Q. And part of that was because the 251  
3 actually exceeded the current account balance,  
4 correct?

5 A. That is correct.

6 Q. All right. So, part of the credit is  
7 related to sort of a credited deposit installment,  
8 and part of it is just because she paid in excess of  
9 her account?

10 A. Right.

11 Q. And once that credit comes on the  
12 account, does her account remain with, you know,  
13 zero amounts due for a number of months?

14 A. Yes. It will continue to move onto the  
15 next month's billings in order to be used as a  
16 credit until it's gone.

17 Q. And when was that credit eventually used  
18 up?

19 A. With the May 10th of 2017 billing, that  
20 was the first time that she did not realize a credit  
21 on it.

22 Q. And owed a little bit?

23 A. Yes, she would have owed a bill.

24 Q. Well, let's just move forward. As of  
25 today's date, is Ms. Beatty's Third Street account

1 in good standing?

2 A. Yes. She's paid up. That's correct.

3 Q. All right. Has Ms. Beatty ever provided  
4 to the company any documentation to show the pledge  
5 that she believes she received on her account in  
6 early 2014?

7 A. No. We have not been able to locate  
8 that and we have not gotten enough information to  
9 find it. We've never located it at all.

10 Q. All right. And I believe Ms. Beatty has  
11 also alleged that -- well, she disputes the account  
12 termination date of March 12th, 2014; is that  
13 correct?

14 A. That is correct.

15 Q. And it's my understanding that she  
16 alleges that she actually moved out in February; is  
17 that correct?

18 A. That is what she says. She actually  
19 called in, though, in March to final the account and  
20 with that call that's when we stopped the service.

21 Q. And the company would have no way of  
22 knowing when she moves out?

23 A. Not unless we're told. Unless another  
24 person would have moved in right behind her and that  
25 would have automatically stopped her account, but

1 that wasn't the case. She actually called.

2 Q. In March?

3 A. In March, uh-huh.

4 MS. GIBONEY: Judge, I have no other  
5 questions for Ms. Hart.

6 JUDGE WOODRUFF: Okay. Staff have any  
7 questions for Ms. Hart?

8 MS. ASLIN: No questions.

9 JUDGE WOODRUFF: Public Counsel?

10 MS. SHEMWELL: Public Counsel has no  
11 questions.

12 JUDGE WOODRUFF: All right. And I don't  
13 have any questions.

14 Anything else, then, from Ameren?

15 MS. GIBONEY: May I take just a brief  
16 look --

17 JUDGE WOODRUFF: Sure.

18 MS. GIBONEY: -- Judge?

19 JUDGE WOODRUFF: I see that you didn't  
20 offer 13, 14, and 15. Is that correct or did I miss  
21 something?

22 MS. GIBONEY: That's correct. I don't  
23 think we'll need to offer those. Thank you, Judge.  
24 Nothing further, Judge.

25 JUDGE WOODRUFF: All right. Any final

1 statements from Staff, closing argument?

2 MS. ASLIN: No, Judge.

3 JUDGE WOODRUFF: From Public Counsel?

4 MS. SHEMWELL: No. Thank you.

5 JUDGE WOODRUFF: From Ameren?

6 MS. GIBONEY: Just briefly Judge.

7 I believe the evidence has shown that  
8 Ms. Beatty had an outstanding account balance when  
9 she left her Cape Meadows apartment and her service  
10 there ended. The company, you know, properly  
11 transferred that balance to her account at Third  
12 Street here in Caruthersville when she called to set  
13 that up. The company properly assessed a deposit on  
14 that account based on the outstanding balance from  
15 the prior address, which it accrued within the  
16 previous five years. The company has properly  
17 applied all payments from Ms. Beatty or from energy  
18 assistance payments to her account, and the company  
19 has not violated any of the medical hardship  
20 extension rules.

21 JUDGE WOODRUFF: Okay. I have one  
22 further question for all the parties really and  
23 that's about the events of today with Ms. Beatty  
24 indicating she did not wish to go forward with the  
25 hearing and I went ahead and took the evidence. Do

1 you have any arguments as to how the Commission  
2 should proceed from this point as far as actually  
3 issuing a decision or if it should just be  
4 dismissed? I'll let Ameren go first.

5 MS. GIBONEY: Judge, I believe the  
6 Commission's rules, and I don't have the Chapter 2  
7 rules in front of me, state that a complainant can  
8 dismiss voluntarily before any answer has been filed  
9 and after that it is at the discretion of the  
10 Commission. So, Ameren Missouri, obviously, filed  
11 an answer and then we presented evidence today. If  
12 the complaint is dismissed, it's my understanding  
13 that usually complaint's are dismissed without  
14 prejudice and that would mean that Ms. Beatty would  
15 be able to bring another complaint and the company  
16 would again have to present evidence. So, since all  
17 the parties showed up today and we were prepared to  
18 defend the allegations against the company, it's our  
19 position that the Commission should make a  
20 determination on the merits.

21 JUDGE WOODRUFF: Anything from Staff or  
22 Public Counsel on that question?

23 MS. SHEMWELL: Yes, Judge. Thank you.  
24 In this case, I believe that the Commission has  
25 given Ms. Beatty numerous opportunities to present

1 her case or to try to work with Ameren to settle the  
2 case. And I think in terms of holding the hearing  
3 in her area, that was an action really above and  
4 beyond what normally happens in this kind of case on  
5 behalf of the Commission and the company in  
6 attending. I think the Commission may exercise its  
7 discretion to dismiss, dismiss with prejudice or  
8 make a finding on the evidence.

9 JUDGE WOODRUFF: Thank you. Anything  
10 from Staff?

11 MS. ASLIN: Staff does not have a  
12 position.

13 JUDGE WOODRUFF: Thank you. Anything  
14 else?

15 MS. GIBONEY: No, Judge.

16 JUDGE WOODRUFF: Then we are adjourned.

17 (The hearing adjourned at 2:12 p.m.)  
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19  
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21  
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9	Contacts Regarding 515 Cape Meadows First Account	
10	Ameren's EXHIBIT 5-C	26/26
11	Contacts Regarding 515 Cape Meadows Second Account	
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18	Ameren's EXHIBIT 9-C	40/41
19	May 27, 2016, Telephone Call	
20	Ameren's EXHIBIT 10	42/43
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22	Ameren's EXHIBIT 11	47/48
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25	July 28, 2016, Telephone Call	
26	Staff's EXHIBIT 16-C	15/15
27	Staff Report	
28		
29	(The exhibits were retained by the Missouri Public Service Commission.)	
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CERTIFICATE OF REPORTER

I, Amanda N. Farrar, a Certified Court Reporter for the State of Missouri, do hereby certify that the witnesses whose testimony appears in the foregoing transcript were duly sworn; the testimony of said witnesses was taken by me to the best of my ability and thereafter reduced to typewriting by me; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this hearing was taken, and further that I am not a relative or employee of any attorney or counsel employed by the parties thereto, nor financially or otherwise interested in the outcome of the action.

*Amanda Farrar*

\_\_\_\_\_  
Certified Court Reporter

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