

BEFORE THE PUBLIC SERVICE COMMISSION

STATE OF MISSOURI

TRANSCRIPT OF PROCEEDINGS

EVIDENTIARY HEARING

Missouri Coalition for Fair)	
Competition and Corey Malone,)	
)	
Complainants,)	
v.)	File No. EC-2023-0037
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
)	
Respondent.)	

Thursday, July 18, 2024
9:00 a.m. - 10:52 a.m.

Governor Office Building
200 Madison Street
Jefferson City, MO 65101
and WebEx

VOLUME II
Pages 1 - 76

KENNETH SEYER, Presiding
REGULATORY LAW JUDGE

KAYLA HAHN, Chair,
JASON R. HOLSMAN,
GLEN KOLKMEYER,
JOHN MITCHELL,
COMMISSIONERS.

Stenographically Reported By:
Beverly Jean Bentch, RPR, CCR No. 640

Job No. 169584

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1 The following proceedings began at 9:03 a.m.:

2 JUDGE SEYER: All right. Let's go on the
3 record. Good morning. Today is July 18, 2024. The
4 time is 9:03 a.m. The Commission has set this time for
5 an evidentiary hearing in the case captioned as Missouri
6 Coalition for Fair Competition and Corey Malone,
7 Complainants, vs. Union Electric Company d/b/a Ameren
8 Missouri, Respondent.

9 My name is Ken Seyer, and I'm the Regulatory
10 Law Judge presiding over this hearing. This hearing is
11 taking place in the Public Service Commission hearing
12 room, Room 310 of the Governor Office Building, in
13 Jefferson City, Missouri.

14 Let's have counsel for the parties make their
15 entries of appearance starting with counsel for the
16 Complainants.

17 MR. BARRETT: Good morning, Judge and
18 Commissioners. My name is David Barrett. I'm an
19 attorney here in Jefferson City.

20 JUDGE SEYER: Mr. Barrett, I'm going to ask
21 you to press the little button for the microphone and
22 repeat what you just said.

23 MR. BARRETT: It was pressed. I just wasn't
24 close enough. I apologize, Judge. My name is David
25 Barrett. I'm an attorney here in Jefferson City on

1 behalf of the Complainants.

2 JUDGE SEYER: And on behalf of the Staff of
3 the Commission.

4 MS. KERR: My name is Carolyn Kerr on behalf
5 of Staff.

6 JUDGE SEYER: And on behalf of Ameren
7 Missouri.

8 MR. LOWERY: Good morning, Judge. Jim Lowery
9 on behalf of Ameren Missouri.

10 JUDGE SEYER: All right. Thank you. For
11 those in the hearing room, I ask everyone to silence
12 their cell phones. And as we kind of found out already,
13 if you're here at the counsel tables, if you will press
14 that button for the microphone where the green light
15 lights up, that will help us greatly in being able to
16 hear you and the court reporter being able to hear you.

17 Mr. Lowery, you had filed a request to take
18 official notice.

19 MR. LOWERY: Yes, Your Honor.

20 JUDGE SEYER: Do the other parties have any
21 objection to that request?

22 MR. BARRETT: Complainants have no objection.

23 MS. KERR: No.

24 JUDGE SEYER: All right. Then I will take
25 official notice of those, what is it, 21 documents

1 listed in the request, and for the sake of reference I'd
2 like to number those as Exhibit Nos. 101 through 121, if
3 that's all right.

4 MR. LOWERY: Judge, I actually anticipate -- I
5 wasn't sure how you would want to handle it, but I
6 actually have an exhibit list that lists them that way
7 if you would like to have it.

8 JUDGE SEYER: We are of the same mind, is that
9 what you're saying?

10 MR. LOWERY: But I wasn't sure so I didn't
11 file it that way. I think it goes through 122, if you
12 count the prefiled testimony, unless my paralegal got it
13 wrong.

14 JUDGE SEYER: Mr. Lowery, do you have copies
15 of this for the other parties?

16 MR. LOWERY: I don't, unfortunately. I can
17 email it to them.

18 JUDGE SEYER: If you would.

19 MR. LOWERY: Sure. Let me email those to
20 them, Judge.

21 MR. BARRETT: Judge, if it makes it a little
22 easier for you, we've agreed that Complainant's Exhibits
23 1 through 9 will also be offered and received without
24 objections subject to hearsay objections, as well as
25 Staff's exhibit. That way all the prefiled exhibits are

1 in just for simplicity sake.

2 JUDGE SEYER: All right.

3 MR. LOWERY: Judge, just for point of
4 clarification, I don't have an objection to the
5 admission of the Complainant's prefiled testimony
6 subject to the hearsay objections that are reflected in
7 our motion to strike that was filed I think on May 20.
8 Subject to those objections, I don't have an objection
9 and I will put Ms. Harmon on the stand when the time
10 comes. She has a couple of minor corrections to her
11 testimony. I'll just move it in in the normal manner at
12 that time, if that's okay.

13 JUDGE SEYER: Then the tribunal will take
14 official notice of what is now marked as Exhibits 1
15 through 122. The Exhibit 100 is admitted. Exhibits 1
16 through 9 are admitted. And Exhibit 200 is admitted.

17 (COMPANY EXHIBITS 101 THROUGH 122,
18 COMPLAINANT'S EXHIBITS 1 THROUGH 9 AND STAFF'S EXHIBIT
19 200 WERE RECEIVED INTO EVIDENCE AND MADE A PART OF THIS
20 RECORD.)

21 MR. LOWERY: The Complainant's exhibits you
22 just admitted are subject to our objections, correct?

23 JUDGE SEYER: Correct.

24 MR. LOWERY: Thank you.

25 JUDGE SEYER: All right. Before we go any

1 further, I'd like the Commissioners to identify
2 themselves for the record starting with Chair Hahn.

3 CHAIR HAHN: Kayla Hahn, Chair of the
4 Commission.

5 COMMISSIONER KOLKMEYER: Commissioner Glen
6 Kolkmeier.

7 COMMISSIONER HOLSMAN: Commissioner Jason
8 Holsman.

9 COMMISSIONER MITCHELL: Commissioner John
10 Mitchell.

11 JUDGE SEYER: All right. Thank you,
12 Commissioners.

13 As far as the order of the witness testimony
14 today, we will begin, if Mr. Barrett -- As Mr. Barrett
15 informed me before we went on the record, we actually
16 will take his witnesses out of order, out of the order
17 that was previously filed. So we will hear testimony
18 from Mr. Sir and Mr. Keeven first and then Mr. Malone
19 for the Missouri Coalition for Fair Competition and
20 Mr. Malone and then the Staff Witness Mark Kiesling and
21 Ameren Missouri Witness Shelly Harmon.

22 All right. Are the parties prepared for
23 opening statements?

24 MR. BARRETT: Yes, sir.

25 JUDGE SEYER: Mr. Barrett, you're free to give

1 your opening statement. You can use the podium if you
2 like or you can stay at your table.

3 MR. BARRETT: I'll stay at the table just for
4 convenience sake. Thank you, Judge.

5 Good morning, Commissioners. My name is David
6 Barrett. I stand here in the place of our colleague
7 Terry Allen who kept his promise to his wife to retire
8 on his 80th birthday. Mr. Allen represented the
9 Missouri Coalition for Fair Competition from its
10 inception and in prior cases before this Commission.

11 The policy adopted by the legislature in the
12 fair competition law that we're discussing here today is
13 simple. Utilities can't fund their participation in the
14 heating, ventilation and air-conditioning industry with
15 regulated rates. The evidence will show that through
16 contractors Ameren has been doing so. Instead of
17 directly participating forbidden by statutes and
18 previously prohibited in actions before this Commission,
19 Ameren is now trying to do an end run hiding its
20 participation in the industry under the guise of the
21 Commission's energy efficiency tariffs, but they could
22 not resist the temptation, or over the decades they
23 forgot, that they can't.

24 So they ran the advertising campaign under
25 their name without the disclaimers required by law.

1 They set up a computer site under their own name that
2 recruits HVAC, heating, ventilation, air-conditioning
3 customers using rate-regulated funding and again without
4 the disclaimers required by the fair competition law.
5 They utilized a single contractor of the hundreds in
6 their service area and not only provided advertising and
7 sales leads to that contractor and later a couple of
8 other contractors in what we are calling a closed
9 contractor pool but made people look like Ameren
10 employees by dressing them in Ameren shirts, providing
11 Ameren ID cards and the estimates themselves bearing
12 Ameren's logos and other indicia.

13 By doing so, they have violated the spirit and
14 the letter of the fair competition law. By doing so,
15 consumers have been misled, ratepayers have provided for
16 the advertising and administrative expenses when people
17 choose a program.

18 They are losing out on fair competition and
19 pay the price to Ameren and lose their utility service
20 if they don't make the payments for these projects. We
21 thank the Commission for its attention and look forward
22 to the presentation of evidence.

23 JUDGE SEYER: All right. Thank you, Mr.
24 Barrett. Ms. Kerr, would you like to give an opening
25 statement for the Staff? Oh, I'm sorry. You are

1 correct, Chair. Chair, do you have questions for Mr.
2 Barrett?

3 CHAIR HAHN: I do. Good morning, Mr. Barrett.

4 MR. BARRETT: Good morning, ma'am.

5 CHAIR HAHN: I'm assuming that if Ameren did
6 engage with HVAC contractors, as you say they did, and
7 it was only for the purpose of the Pay As You Save or
8 other energy efficiency programs, if they were only
9 doing it in that way, explain to me the violation if
10 there's an exception in the law.

11 MR. BARRETT: I think what we are dealing
12 with, Commissioner, and what I anticipate I will brief
13 extensively is the idea that when you have two laws they
14 are to be read together. They are to be read, the Latin
15 term sometimes is *pari materia*, where following one law
16 does not excuse you from violating another.

17 CHAIR HAHN: Thank you.

18 JUDGE SEYER: Are there any other questions
19 from the Commissioners?

20 All right. Hearing none, Ms. Kerr, would you
21 like to give an opening statement?

22 MS. KERR: Yes. Thank you. May it please the
23 Commission. My name is Carolyn Kerr, and I'm the
24 attorney representing the Staff Counsel's Office of the
25 Missouri Public Service Commission.

1 This case came to the attention of the Staff
2 when Mr. Malone and Missouri Coalition for Fair
3 Competition, or the MCFFC -- let me start. This case
4 came to the attention of the Staff when Mr. Malone and
5 the MCFFC filed a formal complaint with the PSC alleging
6 that Ameren Missouri, or Ameren, had violated what it
7 referred to as the fair competition law by engaging in
8 HVAC services.

9 The law that Mr. Malone and the MCFFC refers
10 to is codified in Sections 386.754 through 386.764,
11 RSMo, and actually has no formal title but may also be
12 referred to by the parties as the HVAC law. This law
13 forbids utilities like Ameren from allowing their
14 affiliate contractors to use its name to engage in HVAC
15 services in a manner which subsidizes the activities of
16 the company.

17 In doing so, Mr. Malone and MCFFC alleged that
18 Ameren is using the affiliated contractor companies, in
19 this case Anton's Air-Conditioning and Heating through
20 the Pay As You Save, or PAYS program, and the
21 CommunitySavers Low-Income programs within Ameren's
22 MEEIA-approved programs to compete against his company,
23 Air Comfort Service, and other small businesses thereby
24 taking an unfair advantage against them. They claim
25 that Ameren in these two MEEIA programs is purposefully

1 not allowing Mr. Malone's HVAC company to fairly compete
2 for inclusion in those programs.

3 Mr. Malone and MCFFC want the Commission to
4 order the Staff to audit Ameren's books and records and
5 make a finding that Ameren violated the provisions of
6 Sections 386.754 through 386.764, RSMo, then refer the
7 matter to the Attorney General's Office to take civil
8 action against Ameren for civil penalties.

9 The problem with that is that the staff has
10 already done an investigation and submitted its report.
11 Staff Witness Mark Kiesling is here to testify and
12 answer the questions the parties and the Commission has
13 relating to the staff report he submitted on April 12,
14 2023.

15 Staff sent out data requests and asked
16 questions and reviewed Ameren's records. It concluded
17 that Ameren did not violate any statutes, rules,
18 regulations pertaining to those sections of the law or
19 any of its filed and approved tariffs. There's no more
20 for staff or the Commission to do.

21 If Mr. Malone and MCFFC have any further
22 complaints, the PSC is not the forum. I'll be happy to
23 answer any questions. Thank you.

24 JUDGE SEYER: Do the Commissioners have any
25 questions for Ms. Kerr?

1 COMMISSIONER MITCHELL: I have one quick
2 question. So if the PSC is not the appropriate forum
3 for this issue, then what is? Is it the Attorney
4 General?

5 JUDGE SEYER: I'm sorry. Is that Commissioner
6 Mitchell?

7 COMMISSIONER MITCHELL: Commissioner Mitchell.

8 JUDGE SEYER: Does he need to repeat the
9 question?

10 MS. KERR: Yes, please.

11 COMMISSIONER MITCHELL: My question was, if
12 the PSC is not the appropriate forum to address this
13 question, what is the appropriate forum?

14 MS. KERR: Well, I believe the AG's Office
15 might be. The AG's Office is the office that --

16 COMMISSIONER MITCHELL: That would be them?

17 MS. KERR: I think so.

18 COMMISSIONER MITCHELL: Okay. Thank you.

19 JUDGE SEYER: All right.

20 MS. KERR: Or a civil court.

21 COMMISSIONER MITCHELL: Okay. Thank you.

22 Nothing further.

23 JUDGE SEYER: All right. Then Mr. Lowery,
24 would you like to give an opening statement on behalf of
25 Ameren Missouri?

1 MR. LOWERY: I would. I sit enough so I'm
2 going to go ahead and stand up.

3 Good morning. May it please the Commission.
4 Mr. Barrett described a statute that I think the
5 Coalition would like to exist but that actually doesn't
6 exist. To Chair Hahn's question, the
7 Commission-approved and regulated energy efficiency
8 programs at issue here are completely exempt from this
9 law. And while I don't want to get into briefing or get
10 in too far in the legal arguments, since Mr. Barrett
11 mentioned it, the provision that says that is in the law
12 in question. We're not talking about reconciling two
13 different laws here. We're talking about reconciling
14 one law. And we're talking about applying the
15 provisions of the law that they say that we have
16 violated when that law itself says that we can't violate
17 it through our energy efficiency program because you
18 regulate them and you approve them. So just to clear up
19 that point.

20 At the end of the day, while Complainants have
21 made a great many allegations about their viewpoint
22 about the statute and about our behavior, what the
23 evidence will show they haven't done and that they can't
24 do is establish that we've actually violated the statute
25 either as a matter of law or as a matter of fact.

1 Now, before I get in to some of those reasons,
2 I want to make sure and level set that we know what
3 programs we're talking about and what they are. There
4 are two programs that have been raised in this case.
5 There's three but one of them there's no allegation
6 about a violation. They are the Pay As You Save
7 program, which was approved by this Commission in 2020
8 and started in 2021, and there is the low-income income
9 eligible program that the Commission approved as part of
10 the MEEIA 3 Cycle and I believe it became effective in
11 2019. It is otherwise known as the CommunitySaver
12 Single Family program.

13 They are both targeted at low-income
14 customers. The PAYS program, as I think you know,
15 essentially provides financing at a Commission-approved
16 interest rate for not just HVAC systems but other energy
17 efficiency upgrades made to the home to help customers
18 save money, the idea being that the low-income folks to
19 which it's targeted probably couldn't afford to come up
20 with the cash up front themselves, and the
21 CommunitySavers Single Family program actually pays for
22 the measures that are installed instead of the
23 homeowners paying them at all and it's only available to
24 certain income-limited low-income customers.

25 There are differences -- The other program

1 they brought up is the HVAC program. That's the rebate
2 program. The rebate program is much larger. It's been
3 around I think since the first MEEIA programs were
4 adopted, and there are distinctions in both the scope
5 and size and its operation that lead to different
6 approaches by the program implementors to the contractor
7 networks. And I encourage you to ask Ms. Harmon more
8 about this when she takes the witness stand, because the
9 differences in those programs, which incidentally the
10 Coalition's members and Mr. Malone's company do
11 participate in the HVAC program, the differences in
12 those programs are key to why the contractor network for
13 the low-income programs is much smaller and restricted
14 as compared to the contractor network for the HVAC
15 program.

16 I would also note that the evidence will show
17 that as we sit at hearing today, I don't believe the
18 PAYS program is really an issue in this case any more
19 anyway in terms of that program. The evidence will show
20 that the Complainants could participate as contractors
21 in that program if they chose to do so, if they chose to
22 agree to the participation terms one of which is
23 primarily that they have to provide their pricing
24 because the low-income customers who will actually pay
25 for the improvements to their home, they have the

1 ability to choose the contractor within the network that
2 they want.

3 But one of the criteria that they use to do
4 that is price. So if they want to use a different
5 contractor, they need to know what that price is going
6 to be as opposed to defaulting to just the lowest cost
7 contractor for a given set of improvements.

8 Back to why the complaint must fail. First
9 and foremost, even if every word spoken by the
10 Complainants in their complaint and in their prefiled
11 testimony was true, as I mentioned, these programs are
12 exempt from the statute. Really I could probably sit
13 down now and I wouldn't need to say anything else. But
14 second -- but I will say just a few more things.

15 Second, as staff has indicated, what the
16 Coalition wants you to do is adjudge the company guilty
17 of a civil violation that only a circuit judge who finds
18 him or herself that there is a civil violation could
19 adjudge and impose penalties that only that circuit
20 judge could impose and only if the Attorney General
21 refers the matter to the courts. So that's a second
22 legal infirmity.

23 I will brief this in our case but there's a
24 third legal infirmity that hasn't been brought up yet
25 and that is Section 386.510, I think it is, I may have

1 the citation wrong, but as you may know, there's
2 specific provision in the Public Service Commission law
3 that -- it's actually 386.550. Sorry. I remembered it
4 as I was standing here. There's specific provision in
5 the Public Service Commission law that prohibits a
6 collateral attack on the Commission's orders and their
7 tariffs. Those tariffs, by the way, have the force and
8 effect of law as I think you know. And I would submit
9 that this entire case is a collateral attack on your
10 orders and the tariffs you've approved implementing the
11 programs at issue. So that's another legal problem with
12 the case.

13 Now, setting aside those legal infirmities,
14 Complainant's claims fail on the evidence anyway. Their
15 first claim, which is reflected in complaint paragraph
16 7, is that Ameren Missouri is engaged in HVAC services.
17 I'm going to take Ms. Kerr's lead and quit trying to say
18 HVAC. That's simply not true and the evidence doesn't
19 establish that it's true. In order to engage in HVAC
20 services, Ameren Missouri has to sell or warrant or
21 install or maintain, and I won't go through the whole
22 list, but there's a specific list in the statute that
23 defines what that is. There's no evidence that we have
24 done or do any of those things.

25 The second claim in paragraph 8 of the

1 complaint is they allege that contractors, who by the
2 way are not selected by Ameren Missouri and with whom
3 Ameren Missouri has no contract, they claim that
4 contractors are using our vehicles and service tools, et
5 cetera, to engage in those services.

6 Well, first of all, there's no evidence that
7 that's happening. And second of all, there's a specific
8 definition of utility contractor in the statute that
9 they rely upon, there's a specific definition of
10 affiliate in the statute that they rely upon, and
11 there's absolutely no evidence that these folks qualify
12 as utility contractors within the meaning of the
13 statute. We don't have a contract with them.

14 Therefore, they can't be utility contractors. We don't
15 own or control them and so they can't be affiliates. So
16 their claim fails. That claim also fails.

17 Their third complaint, complaint paragraph 9,
18 is that we are not providing a disclaimer that they say
19 we have to provide. First of all, the other exemptions
20 and the fact that we're not providing the HVAC services
21 and we're not assisting a utility contractor an
22 affiliate makes that claim moot. But the claim also
23 doesn't make any sense because what the disclaimer, when
24 it's required, it's not required here, but what the
25 disclaimer must say if it is required is that these

1 services are not regulated by the Public Service
2 Commission.

3 Well, these services are regulated by the
4 Public Service Commission because they're being
5 delivered pursuant to a regulated and approved program.
6 So it doesn't make any sense you would give a disclaimer
7 that says something that's not true.

8 Their next claim, paragraph 10, I guess I've
9 really already covered that, that's the whole utility
10 contractor and affiliate claim which simply fails both
11 on the facts and the law.

12 And then their last claim, which is in
13 paragraph 11, says we violated your HVAC law regulation.
14 Well, the statute in question says that your regulation
15 cannot enlarge, add to any requirement of the statute.
16 Since we don't violate the statute, we can't violate
17 your regulation. So that claim also fails.

18 At the end of the day, the Complainants don't
19 like the way the program implementors who choose these
20 contractors in CommunitySaver Single Family, they don't
21 like the way they set up the contract any more. They
22 don't like the fact that it's a narrow network and they
23 want a piece of the pie so to speak. They want a piece
24 of the energy efficiency dollars that are being paid to
25 put systems and other improvements like installation, et

1 cetera, in these customers' homes. But the HVAC law
2 doesn't prohibit that. In fact, the HVAC law recognizes
3 that if you approve a program and you approve a tariff
4 and we're delivering programs pursuant to that, then
5 we're not within the HVAC law to begin with. So with
6 that, I appreciate your attention this morning. If you
7 have any questions for me at this time, I will try to
8 answer them.

9 JUDGE SEYER: Do the Commissioners have
10 questions for Mr. Lowery?

11 MR. LOWERY: Thank you very much.

12 JUDGE SEYER: Before you leave, Mr. Lowery --

13 MR. LOWERY: Yes, sir.

14 JUDGE SEYER: -- I do have a question for you.
15 In your request to take official notice of several
16 documents, many of those documents had to do with a
17 previous case that Mr. Malone and the Missouri Coalition
18 for Fair Competition brought against Ameren and it's our
19 Case No. EC-1999-0327. From Ameren's perspective, are
20 there similarities between that case and this case?

21 MR. LOWERY: No, there aren't, for at least
22 two reasons. First of all, that was a non-tariff
23 non-approved program. It's just a program that Ameren
24 Missouri offered on its bill. So it had nothing to do
25 with energy efficiency. In fact, it had nothing to do

1 with any Commission-approved or regulated program.

2 Secondly, Ameren Missouri was, in fact,
3 engaged in the activities that happened in that program.
4 It's not a situation where Ameren Missouri had a
5 contract with a program administrator who then
6 separately hired an administrator and then implemented
7 and hired contractors.

8 Ameren Missouri was engaged in the appliance
9 repair. And what Ameren Missouri, and Ameren Missouri
10 admitted to it in the case resolved by stipulation, the
11 program was not regulated by the Commission and we
12 didn't give the disclaimer. There's just no real
13 question about that. So we agreed very quickly. We
14 stopped very quickly. We agreed. We stipulated the
15 case out quickly and you approved the stipulation and
16 the case was over.

17 CHAIR HAHN: I have a question. Mr. Lowery,
18 when the home assessments are done for the PAYS program,
19 are there multiple contractors that are listed that the
20 homeowner could use to install whatever energy
21 efficiency upgrades they're having done or is there only
22 one?

23 MR. LOWERY: I believe there are five or six
24 at this time. Just to clarify, EEtility, which is the
25 program implementor with whom we don't have a contract

1 but our administrator does, he actually does the
2 assessments. I think there are either five or six at
3 this time.

4 CHAIR HAHN: Okay. When EEtility does the
5 assessment, they're the ones that identify the homes
6 that might be eligible, they're the ones that identify
7 which contractors might be eligible to do the work?

8 MR. LOWERY: That's right. They select --
9 They have requirements to be a participating contractor
10 and actually if the contractor meets those requirements,
11 any contractor can be available, but so far there's only
12 five or six who have expressed that willingness to do
13 that.

14 CHAIR HAHN: And EEtility sets those
15 contractual terms?

16 MR. LOWERY: Yes, EEtility sets those
17 contractual terms with those contractors.

18 CHAIR HAHN: Thank you.

19 JUDGE SEYER: Any further questions from the
20 Commissioners? Thank you, Mr. Lowery.

21 MR. LOWERY: Thank you.

22 JUDGE SEYER: Mr. Barrett, I will ask you the
23 same question that I asked Mr. Lowery as far as the 1999
24 case. From your perspective, are there similarities
25 between the two cases?

1 MR. BARRETT: He described it accurately.
2 It's just that we butted heads over this law before and
3 that's why it came up. I do not propose that these
4 situations were similar.

5 JUDGE SEYER: Okay. One thing that I meant to
6 mention at the top and neglected to was the Commission
7 does have an agenda meeting scheduled today for noon.
8 So we will have to break around that meeting. So
9 possibly break 11:30, 11:45, reconvene 1:00 or later.

10 All right. Then we are at a point where we
11 will take testimony from the witnesses. So Mr. Barrett,
12 call your first witness.

13 MR. BARRETT: I would like to call Mr. Keeven
14 first.

15 JUDGE SEYER: All right. Can you give me a
16 second, Mr. Keeven.

17 **THE WITNESS: Sure.**

18 JUDGE SEYER: All right. Mr. Keeven, before
19 you testify, I'd like to place you under oath.

20 **THE WITNESS: Sure.**

21 JUDGE SEYER: Do you swear or affirm that the
22 testimony you give in this hearing shall be the truth,
23 the whole truth and nothing but the truth?

24 **THE WITNESS: I do.**

25 JUDGE SEYER: All right. Mr. Barrett, go

1 ahead.

2 MR. BARRETT: Thank you.

3 MICHAEL KEEVEN,

4 having been first duly sworn, was examined and testified
5 as follows:

6 DIRECT EXAMINATION

7 BY MR. BARRETT:

8 Q. Mr. Keeven, this is Dave Barrett. Did you
9 prepare written testimony in advance of your appearance
10 here today?

11 A. Yes, I did.

12 Q. It bears your signature?

13 A. Yes, it does.

14 Q. In fact, it was signed before a notary public?

15 A. Yes, it was.

16 Q. All right. And are there any changes that you
17 would make in your testimony here today?

18 A. No.

19 Q. And certain parts of your testimony you tell
20 the Commission about things that you heard from other
21 people. You don't know if what those other people told
22 you specifically was true or not, do you?

23 A. No, sir.

24 Q. You just took their word for it and made your
25 own investigations and engaged in the conduct that's

1 described in your testimony based on what they said
2 whether it was true or not; is that right?

3 **A. Yes.**

4 MR. BARRETT: I have no other -- strike that.
5 I have no other questions of the witness.

6 JUDGE SEYER: Thank you. Ms. Kerr, do you
7 have questions for the witness?

8 MS. KERR: No.

9 JUDGE SEYER: Mr. Lowery.

10 MR. LOWERY: No questions, Judge.

11 JUDGE SEYER: All right. Mr. Keeven, thank
12 you for your testimony.

13 **THE WITNESS: Thank you.**

14 MR. BARRETT: And Mr. Keeven can hang up now,
15 can he not, Judge Seyer?

16 JUDGE SEYER: Yes.

17 MR. BARRETT: Thanks, Mike.

18 **THE WITNESS: Thank you.**

19 (Witness excused.)

20 JUDGE SEYER: Call your next witness.

21 MR. BARRETT: Dave Sir.

22 JUDGE SEYER: Excuse me. Mr. Sir is
23 testifying via WebEx as well.

24 MR. BARRETT: Are you there, Dave? Have you
25 unmuted yourself, Dave?

1 **THE WITNESS: Can you hear me?**

2 MR. BARRETT: There you are. Yes.

3 JUDGE SEYER: Mr. Sir, it's Judge Seyer. I
4 will swear you in before you testify. Do you swear or
5 affirm that the testimony you give in this hearing shall
6 be the truth, the whole truth and nothing but the truth?

7 **THE WITNESS: Yes, sir.**

8 JUDGE SEYER: All right. Thank you. Go
9 ahead, Mr. Barrett.

10 DAVID SIR,
11 having been first duly sworn, was examined and testified
12 as follows:

13 DIRECT EXAMINATION

14 BY MR. BARRETT:

15 Q. Sir, would you please state your name for the
16 record?

17 **A. David Lee Sir.**

18 Q. Mr. Sir, did you prefile testimony in regards
19 to today?

20 **A. Yes.**

21 Q. And did you sign that testimony?

22 **A. Yes, sir.**

23 Q. Did you sign it under oath before a notary
24 public?

25 **A. Yes.**

1 Q. And is the testimony that you would offer here
2 today if you were to go through all those questions and
3 answers, would it be the same?

4 **A. Yes, sir.**

5 Q. And there are parts of your testimony where
6 you mention things that you heard from other people.
7 You don't know if those things specifically are true or
8 not, do you?

9 **A. I do not.**

10 Q. But based on what they told you, you took
11 certain actions and those are reflected in your
12 testimony?

13 **A. That is correct.**

14 MR. BARRETT: I have no other questions of the
15 witness. Thank you, Judge.

16 JUDGE SEYER: Ms. Kerr, any questions?

17 MS. KERR: No.

18 JUDGE SEYER: Mr. Lowery.

19 MR. LOWERY: No questions, Judge.

20 JUDGE SEYER: Any questions from the
21 Commissioners?

22 CHAIR HAHN: Mr. Sir, Chair Hahn. Just to
23 clarify in your testimony, you allege or you say that
24 you were just unaware of the orientation meetings for
25 the Pay As You Save contractors and that you believe

1 that the program is administered unfairly. Are you
2 aware of the option to participate in the Pay As You
3 Save program as a contractor if you meet the terms that
4 are set by EEtility?

5 **THE WITNESS: I was not. I was not informed**
6 **of it. I heard it from others. I was not invited into**
7 **it or received any documentation.**

8 CHAIR HAHN: But nothing would prohibit you
9 from becoming a contractor; is that right?

10 **THE WITNESS: That's right.**

11 CHAIR HAHN: Thank you so much.

12 JUDGE SEYER: Is there any recross from the
13 other parties?

14 MR. LOWERY: No, Judge.

15 MS. KERR: Any redirect, Mr. Barrett?

16 MR. BARRETT: No, thank you, sir. May Mr. Sir
17 be excused?

18 JUDGE SEYER: Yes.

19 MR. BARRETT: You're done, Dave. Thank you.

20 (Witness excused.)

21 JUDGE SEYER: Mr. Barrett, call your next
22 witness.

23 MR. BARRETT: Corey Malone, Judge, and
24 Mr. Malone is here with us.

25 JUDGE SEYER: Mr. Malone, if you'd take the

1 witness stand there, please. Thank you. Would you
2 raise your right hand, please. Do you swear or affirm
3 that the testimony you give in this hearing shall be the
4 truth, the whole truth and nothing but the truth?

5 **THE WITNESS: I do.**

6 JUDGE SEYER: Okay. Thank you. Go ahead,
7 Mr. Barrett.

8 MR. BARRETT: Thank you, Judge.

9 COREY MALONE,
10 having been first duly sworn, was examined and testified
11 as follows:

12 DIRECT EXAMINATION

13 BY MR. BARRETT:

14 Q. Mr. Malone, would you please state your name
15 for the record?

16 A. **Corey Ryan Malone.**

17 Q. Mr. Malone, did you prefile testimony for
18 today?

19 A. **I did not.**

20 Q. Did you sign the document that we've marked as
21 Exhibit 1 --

22 A. **Yes.**

23 Q. -- where you answered in writing certain
24 questions?

25 A. **I did, yes.**

1 Q. In fact, we had attached exhibits to that.
2 There were some pictures, some documents, and so forth;
3 is that right?

4 A. Correct.

5 Q. You signed that under oath?

6 A. I did.

7 Q. Before a notary public?

8 A. I did.

9 Q. At some inconvenience, as I recall?

10 A. Yes, it was, yes.

11 Q. After reading the prefiled testimony of Ms.
12 Harmon, you also filed reply testimony; is that right?

13 A. Correct.

14 Q. And that was also under oath signed before a
15 notary public?

16 A. Correct.

17 Q. If we went through the questions and answers,
18 would your answers to the questions be the same today as
19 they were when this testimony was prefiled?

20 A. Yes.

21 Q. Well, essentially your deposition has been
22 taken and Mr. Lowery made some fine points that I'm sure
23 he'll discuss with you, but essentially your position in
24 this hasn't changed, has it?

25 A. No. Mr. Lowery brought some points up that we

1 **discussed.**

2 MR. BARRETT: I have no other questions of the
3 witness, Judge.

4 JUDGE SEYER: All right. Ms. Kerr, do you
5 have any questions for the witness?

6 MS. KERR: No, thank you.

7 JUDGE SEYER: All right. Mr. Lowery, any
8 questions?

9 MR. LOWERY: I have probably just a very few.
10 Good morning, Mr. Malone.

11 **THE WITNESS: Good morning.**

12 CROSS-EXAMINATION

13 BY MR. LOWERY:

14 Q. Mr. Barrett asked you whether your position
15 has changed. I just really have one, maybe two areas of
16 inquiry. First of all, your Exhibit 3 was actually
17 attached by mistake and Exhibit 5 is what you sort of
18 intended to be Exhibit 3 in terms of the text around the
19 description of Exhibit 3; isn't that right?

20 **A. Correct. That's one of the things we came up
21 with at the deposition.**

22 Q. Just so the record is clear. And then the
23 second thing is while you may contend that this case was
24 needed to make sure that the PAYS contractor network was
25 opened up, the fact is, putting aside whether that was

1 true or not, the fact is as it stands today you're no
2 longer contending that the PAYS program violates the
3 HVAC law, right?

4 **A. Correct.**

5 Q. Because as you sit here today, you and your
6 members, if they agree to the terms for participation,
7 couldn't be a contractor in the PAYS program, right?

8 **A. Yes, sir.**

9 MR. LOWERY: That's all I have, Judge. Thank
10 you.

11 JUDGE SEYER: All right. Thank you. Chair
12 Hahn, do you have questions? Any other questions or any
13 questions from the other Commissioners? All right.
14 Mr. Malone, I have got a question or two.

15 QUESTIONS

16 BY JUDGE SEYER:

17 Q. I touched on it with Mr. Barrett and Mr.
18 Lowery, but the 1999 case, what you allege that Ameren
19 has done here recently, how is that similar to that
20 previous case?

21 **A. Judge, this case is a little different in the**
22 **fact that Ameren was actually in the program and I**
23 **believe it was home appliances back in 1999. The**
24 **biggest difference between what we filed a few years ago**
25 **and that program was the CommunitySavers program started**

1 in 2019, and that program is still closed. As far as
2 conversation to try to even find out, my members came to
3 me as the Coalition president back around 2019, and
4 asked how they can participate in this program and we
5 were just stonewalled and not given any information and
6 still haven't to this day. When the PAYS program came
7 out, that was a closed program, to my knowledge, until
8 this action was filed. Once this action was filed, the
9 PAYS program was open to contractors when we had our
10 meeting in 2023.

11 Q. And who is the administrator of the
12 CommunitySavers program?

13 A. That is, I can never remember their name,
14 Resource -- it's in my notes. If I can grab my notes.
15 May I?

16 Q. Sure.

17 A. Resource Innovations.

18 Q. All right. Thank you. From your perspective,
19 how do you believe Ameren has violated this fair
20 competition law, the HVAC law?

21 A. Our counsel has requested information on how
22 the third-party administrators, which would be
23 CommunitySavers, which would be Resource Innovations and
24 PAYS, which would be EEtility, and I have a hard time
25 saying that as well. We asked what the requirements

1 were on selecting those third-party administrators. And
2 to my knowledge, I think the terms were it was
3 irrelevant. So we don't know what the relationship is
4 between the third-party administrators and Ameren, and
5 all we ask is just an opportunity to be able to serve
6 our community and serve our customers.

7 The biggest issue that my members have is the
8 CommunitySavers program is for low-income housing and it
9 is a program that from what I understand the candidates,
10 the homeowners or the renters, or whatever the case may
11 be, don't pay for the program. It's basically a way to
12 go in and update their homes to make them more energy
13 efficient to lower the utility bills. But if the
14 homeowner doesn't pay for it, then that means all the
15 ratepayers pay for it, which includes all of us. With
16 no competition, how we are to ensure that they are
17 getting the best price for their repairs.

18 JUDGE SEYER: Okay. Ms. Kerr, do you have any
19 follow up questions?

20 MS. KERR: No, thank you.

21 JUDGE SEYER: Mr. Lowery, any follow up?

22 MR. LOWERY: I may have just a few, Judge. I
23 have an exhibit that I need to mark. I apologize. I
24 don't think I have enough for everybody at the bench,
25 Judge.

1 MR. BARRETT: You can certainly have mine
2 back. This is the same as my Exhibit 5.

3 MR. LOWERY: I at least have two out of three
4 for you. I believe it would be 123; is that right,
5 Judge?

6 JUDGE SEYER: That's correct.

7 FURTHER CROSS-EXAMINATION

8 BY MR. LOWERY:

9 Q. Mr. Malone, you've been handed what's been
10 marked for identification in this case Exhibit 123.
11 It's also Exhibit C from your deposition. Do you
12 recognize that?

13 **A. Yes.**

14 Q. In response to the Judge's questions, you
15 indicated that you had asked, your attorney had asked
16 for information about, I believe you suggested or said,
17 about the PAYS program and about the CommunitySavers
18 Single Family program. Do you recall that?

19 **A. Yes.**

20 Q. Isn't it true as shown on Exhibit 123 that the
21 questions posed to the company were only about the PAYS
22 program?

23 **A. It appears to be.**

24 Q. So when the company didn't provide the
25 information -- First of all, you didn't ask for the

1 information that the company objected to as irrelevant;
2 you only asked for the PAYS information; you didn't
3 actually ask for the CommunitySavers information; isn't
4 that right?

5 **A. I had asked for the RFP for the EEtility.**

6 Q. And EEtility is involved with the PAYS
7 program, not with the CommunitySavers program; isn't
8 that right?

9 **A. Correct.**

10 MR. LOWERY: Judge, with that, those are the
11 only questions I have. Thank you.

12 JUDGE SEYER: Are you asking for Exhibit 123
13 to be admitted?

14 MR. LOWERY: No.

15 JUDGE SEYER: All right. Ms. Kerr, any follow
16 up questions?

17 MS. KERR: None.

18 JUDGE SEYER: Mr. Barrett, do you have any
19 redirect?

20 MR. BARRETT: I have none. Just so it's
21 easier for you when you look at the record later, Judge
22 Seyer, that exhibit is also my Exhibit 5.

23 JUDGE SEYER: Exhibit 5.

24 MR. BARRETT: So it's in the record if you
25 want to actually look at it.

1 MR. LOWERY: I forgot about that. Thank you.

2 MR. BARRETT: May Mr. Malone return to his
3 seat in the gallery?

4 JUDGE SEYER: Not at this time. Chair Hahn.

5 MR. BARRETT: My apologies.

6 CHAIR HAHN: Mr. Malone, after reviewing this
7 Exhibit 5, did you do a similar request for the
8 third-party vendor over the -- well, the CommunitySavers
9 program?

10 **THE WITNESS: Not to my knowledge.**

11 CHAIR HAHN: Okay.

12 MR. BARRETT: And the answer is no, if I might
13 interject, Chairman.

14 CHAIR HAHN: Thank you.

15 JUDGE SEYER: All right. Now, Mr. Malone, you
16 may step down.

17 **THE WITNESS: Thank you.**

18 (Witness excused.)

19 JUDGE SEYER: Mr. Barrett, do you have further
20 witnesses to call?

21 MR. BARRETT: The Complainants rest.

22 JUDGE SEYER: Ms. Kerr, you may call your
23 first witness.

24 MS. KERR: I'll call Mark Kiesling.

25 JUDGE SEYER: All right. Mr. Kiesling, you

1 have your right hand raised. Thank you. Do you swear
2 or affirm that the testimony you give in this hearing
3 shall be the truth, the whole truth and nothing but the
4 truth?

5 **THE WITNESS: I do.**

6 JUDGE SEYER: Thank you. Go ahead, Ms. Kerr.

7 MS. KERR: Morning.

8 **THE WITNESS: Good morning.**

9 **MARK KIESLING,**

10 **having been first duly sworn, was examined and testified**
11 **as follows:**

12 DIRECT EXAMINATION

13 BY MS. KERR:

14 Q. Could you please state your name and spell it
15 for the record?

16 **A. It's Mark Kiesling, K-i-e-s-l-i-n-g.**

17 Q. And by whom are you employed and what's your
18 position?

19 **A. Missouri Public Service Commission. I'm a**
20 **senior data research analyst.**

21 Q. And have you prepared and filed testimony in
22 this proceeding, specifically your rebuttal testimony on
23 June 5, 2024, which has been marked as Exhibit 200?

24 **A. Yes.**

25 Q. And did you have an opportunity to prepare a

1 staff report in this case which is included as Schedule
2 MK-R2 and which is attached to Exhibit 200 to your
3 rebuttal testimony?

4 **A. Yes.**

5 Q. Is the information you prepared and filed in
6 this case that's contained in those two documents true
7 and accurate, to the best of your knowledge?

8 **A. Yes.**

9 Q. Do you have any changes or additions to make
10 to any of those documents today?

11 **A. No.**

12 MS. KERR: And Exhibit 200 I guess has been
13 already admitted into evidence.

14 JUDGE SEYER: That's correct.

15 MS. KERR: I tender the witness for cross.

16 JUDGE SEYER: All right. Mr. Lowery, any
17 questions?

18 MR. LOWERY: Just a few, Your Honor. Good
19 morning, Mr. Kiesling.

20 **THE WITNESS: Good morning.**

21 CROSS-EXAMINATION

22 BY MR. LOWERY:

23 Q. Mr. Kiesling, after conducting the
24 investigation that the staff conducted and ultimately
25 concluded that Ameren Missouri was not taking activities

1 in violation of the HVAC law, I want to clear up a
2 couple things. EEtility, not Ameren Missouri, does the
3 PAYS assessments, right?

4 **A. Correct.**

5 Q. And Resource Innovations has contractors in
6 their contractor network that do the assessments for the
7 CommunitySavers Single Family program, not Ameren
8 Missouri, right?

9 **A. Correct.**

10 Q. Staff didn't uncover any evidence that Ameren
11 Missouri was selling or installing or maintaining or
12 repairing or doing any other activities that are listed
13 in the definition of HVAC services in connection with
14 these two programs, did it?

15 **A. No.**

16 Q. In fact, staff didn't uncover any evidence
17 that EEtility or Resource Innovations was engaged in any
18 of those activities, did it?

19 **A. No.**

20 Q. And in fact, according to staff's
21 investigation, it's EEtility that chooses the
22 contractors for PAYS and it's Resource Innovations that
23 chooses them for CommunitySavers Single Family, right?

24 **A. Yes.**

25 Q. There's no contractual relationship between

1 Ameren Missouri and any of those entities; isn't that
2 right?

3 **A. Yes.**

4 MR. LOWERY: Thank you.

5 JUDGE SEYER: Mr. Barrett, do you have cross?

6 MR. BARRETT: I do. Thank you.

7 CROSS-EXAMINATION

8 BY MR. BARRETT:

9 Q. Mr. Kiesling, my name is David Barrett. It's
10 a pleasure to make your acquaintance. I know Judge
11 Seyer no doubt and the Commissioners know you well. I
12 don't. If you'd indulge me with a couple of questions.
13 Could you tell us what background you have in
14 investigating these types of issues?

15 **A. As far as the complaint?**

16 Q. Yes.

17 **A. I've been at the Commission for close to ten**
18 **years. I've worked several complaint cases.**

19 Q. I looked at the list of prior cases that was
20 attached to your testimony. Could you tell me which
21 ones of those involved questions of statutory violations
22 like this?

23 **A. Almost all complaints that come to the**
24 **Commission usually involve statutory issues potentially**
25 **or rule violations.**

1 Q. All right. And which ones specifically?

2 **A. It just depends on the complaint.**

3 Q. And based on staff's investigation, is there
4 any question that EEtility and Resource Innovations are
5 at least contractors with Ameren?

6 **A. Can you repeat that again.**

7 Q. Based on your investigation, is there any
8 question that EEtility and Resource Innovations are at
9 least contractors with Ameren?

10 MR. LOWERY: Objection, assumes facts not in
11 evidence unless he's asking a hypothetical that if they
12 were contractors. There's no evidence that they are.

13 JUDGE SEYER: I'll sustain the objection.

14 BY MR. BARRETT:

15 Q. Hypothetically did you learn whether or not --
16 did you make any inquiry into whether EEtility and
17 Resource Innovations were contractors with Ameren?

18 **A. No.**

19 Q. Did you make any inquiry into whether they
20 were affiliates as defined by the statute?

21 **A. Yes.**

22 Q. And what did you discover?

23 **A. They were not contractors or affiliates. I'm**
24 **sorry.**

25 Q. Were they contractors?

1 **A. They're implementors of programs through**
2 **Ameren's MEEIA program.**

3 Q. How did they -- What was their relationship
4 with the company? How was that established? Just
5 friends in the same building?

6 **A. No.**

7 Q. Did they have some sort of agreement with
8 Ameren to provide these services?

9 **A. Ameren has approved MEEIA programs and Ameren**
10 **finds third-party implementors to implement those**
11 **programs.**

12 Q. And did they have some sort of contract with
13 Ameren to fulfill those obligations, if you know?

14 **A. I don't know that off the top of my head.**

15 Q. If you were to refer to your investigation,
16 would you be able to answer the question?

17 **A. Possibly, yes.**

18 Q. All right. If you would, please.

19 **A. Is there a particular thing you'd like me to**
20 **look for?**

21 Q. I didn't see it in there. That's why I'm
22 asking you to help me. If I missed it, Judge Seyer
23 needs to know about it. Is there anything in there
24 about the relationship, the formal relationship between
25 EEtility or Resource Innovations and Ameren?

1 **A. Can I take a minute to go through my report --**

2 Q. Certainly.

3 **A. -- and refresh my memory.**

4 Q. It's a little bit unfair. I understand.

5 **A. There's a section here that we say that**
6 **EEtility serves as the implementation contractor for the**
7 **PAYS program.**

8 Q. Implies there's a contract at the very least;
9 is that right?

10 **A. Potentially. I don't know that.**

11 Q. You never saw the contract?

12 **A. Correct.**

13 Q. In regards to Resource Innovations, there's
14 nothing in there at all about their relationship with
15 Ameren; is that right?

16 **A. Correct.**

17 Q. And is there any question that these program
18 costs are recoverable in regulated rates?

19 **A. They're not in rates.**

20 Q. In fact, the customers pay back the costs of
21 this program through rate M1. Don't the tariffs refer
22 to rate M1 and pay back and their responsibility to pay
23 back the costs of the program?

24 **A. The program is not in rates.**

25 Q. And in fact, Ameren has an approved 3 percent

1 overhead charge for all of the costs that it incurs that
2 are passed on to these low-income customers, is there
3 not, or do you recall?

4 MS. KERR: Objection on relevance. Where are
5 we -- I'm not exactly sure where we're going with this
6 line of questioning.

7 MR. BARRETT: Well, I'm not sure what the
8 objection is.

9 MS. KERR: Relevance.

10 MR. BARRETT: As to the relevance, the statute
11 requires that I show that Ameren is using regulated
12 rates to pay for this conduct that we allege is improper
13 and that's why I'm asking the rate questions.

14 JUDGE SEYER: I'm going to overrule the
15 objection. Let's get to the point here.

16 MR. BARRETT: Yes, sir. Do you recall the
17 question, sir?

18 **THE WITNESS: No.**

19 MR. BARRETT: Judge Seyer, could we have it
20 read back.

21 JUDGE SEYER: Ms. Bentch, if you don't mind.

22 (The last question was read back by the court
23 reporter.)

24 **THE WITNESS: I don't recall. I'm not aware**
25 **of what you're talking about.**

1 BY MR. BARRETT:

2 Q. Have you ever seen Complainant's Exhibit 9?

3 MR. BARRETT: And may I approach the witness
4 to tender the exhibit, Judge.

5 JUDGE SEYER: You may.

6 BY MR. BARRETT:

7 Q. I'm not asking from memory. I'm actually
8 going to try to be helpful. Have you had a chance to
9 look at the exhibit, sir?

10 **A. I've flipped through it, yes.**

11 Q. Have you ever seen it before today?

12 **A. No.**

13 Q. Haven't had a chance to see if it has any of
14 the disclaimers that we suggest are required by the
15 statute?

16 **A. I'm not familiar which disclaimers you're
17 referring to.**

18 Q. Very good.

19 MR. BARRETT: If I can approach the witness
20 again, Judge.

21 JUDGE SEYER: You may.

22 BY MR. SEYER:

23 Q. Sir, I'm going to trade you. I'm going to
24 hand you what has been marked Exhibit 5 and I will take
25 back Exhibit 9. Would you agree that the questions

1 asked in 1.4 and 1.5 are relevant to determining the
2 issue of the affiliation using the term colloquially the
3 relationship between Ameren and its contractors?

4 MR. LOWERY: I'm going to object to the extent
5 it's asking this witness to make a legal determination
6 about what is and isn't relevant.

7 MR. BARRETT: If I might suggest, he was the
8 investigator and so he probably has some idea of what
9 I'm talking about. I'm not asking for a legal
10 conclusion. I'm asking it in the scope of his
11 investigation.

12 JUDGE SEYER: I'll overrule the objection.

13 **THE WITNESS: What was your question again?**
14 **I'm sorry.**

15 MR. BARRETT: Could we have it read back,
16 Judge.

17 JUDGE SEYER: Ms. Bentch.

18 (The last question was read back by the court
19 reporter.)

20 **THE WITNESS: I cannot make that determination**
21 **based on 1.4 and 1.5 on this paper.**

22 BY MR. BARRETT:

23 Q. I didn't mean Ameren and its customers. I
24 meant Ameren and EETility and Resource Innovations.
25 Does that change your answer?

1 **A. No.**

2 Q. Thank you. Finally I notice, and just for
3 convenience sake, page 6 of your memorandum. I believe
4 it says something to the effect of staff is unaware of
5 any statute or Commission rule that outlines or provides
6 guidelines on how Ameren is to pick preferred
7 contractors. Did I read that essentially accurately and
8 it's page 6 near the top. Take your time, please. It's
9 the last line of the second paragraph.

10 **A. Yes, you read it accurately.**

11 Q. Could Ameren, in fact, pick its contractors in
12 a way that does not violate the fair competition law?

13 **A. I'm not a legal analyst.**

14 MS. KERR: Objection.

15 MR. BARRETT: It's a fair answer.

16 JUDGE SEYER: I'll sustain the objection. You
17 don't have to answer the question.

18 BY MR. BARRETT:

19 Q. The conclusion of your report was that staff
20 was not provided sufficient documentation to find a
21 violation. What efforts did staff make to find that
22 information?

23 **A. We sent numerous data requests to not only the**
24 **complainants but also Ameren.**

25 Q. And you were aware of the allegation that

1 Ameren had provided shirts, Ameren shirts and ID badges
2 to the contractors?

3 **A. Yes.**

4 Q. And have you subsequently become aware of the
5 photographs of people wearing Ameren shirts at the
6 Anton's company picture?

7 **A. We were provided a response for the picture,
8 but it's blurry, it's hard to see.**

9 Q. And you specifically noted in your report that
10 Ameren had not been reimbursed for its website costs by
11 Anton's; is that right?

12 **A. Can you repeat that.**

13 Q. Do you recall noting in your report that
14 Ameren had not been reimbursed for the costs of
15 operating its Pay As You Save website by Anton's?

16 **A. Can you point to where that is in our staff
17 report, please.**

18 Q. Probably not. Let me put it this way. At the
19 very least you don't remember addressing that issue?

20 **A. I don't recall addressing that. That's why I
21 asked for you to repeat it.**

22 JUDGE SEYER: Mr. Barrett, what was your
23 question?

24 MR. BARRETT: It was in regards to
25 reimbursement for website costs.

1 MS. KERR: Judge, I have copies of his
2 testimony and the staff report. I could hand those out
3 if you want me to.

4 MR. LOWERY: They're actually in evidence
5 already, Judge.

6 JUDGE SEYER: Right, they're in evidence, but
7 can you point us?

8 MS. KERR: I can look.

9 JUDGE SEYER: Can you point us to that alleged
10 portion of the memorandum?

11 MS. KERR: Let me look.

12 JUDGE SEYER: There is a portion on page 5
13 about two-thirds of the way down where it says staff
14 sent Ameren DRs asking if Ameren provides
15 program-approved contractors with Ameren shirts,
16 signing, advertising material and other company
17 materials. Ameren responded that they do not provide
18 any company material to program-approved contractors.

19 I don't know, Mr. Barrett, if that's what
20 you're referring to and if that includes the website
21 photograph.

22 MR. BARRETT: It addresses the issue.

23 BY MR. BARRETT:

24 Q. More specifically, Mr. Kiesling, do you recall
25 in the, and I thought I had it printed here, I seem to

1 have mislaid it, but do you recall in the staff document
2 request 8.1 asking if, in paragraph 7, asking if Ameren
3 Missouri bills program-approved contractors for website
4 administrative costs?

5 **A. What are you referring to?**

6 Q. I'm sorry. Your document, the staff document
7 request to Ameren 8.1.

8 **A. A data request?**

9 Q. Yes.

10 **A. What number was that again? I'm sorry.**

11 Q. 8.1, paragraph 7 specifically.

12 **A. I don't have an 8.1.**

13 Q. And do you know if Ameren received
14 reimbursement for its website administrative costs?

15 MR. LOWERY: Objection again to the extent it
16 misstates facts that are not in evidence. I think his
17 prior question was asking about Anton's and whether
18 there's reimbursement by Anton's. There's no evidence
19 that Anton's either in this data request response or
20 otherwise that Anton's has anything to do with the
21 website. To the extent the question assumes that
22 Anton's incurred costs or Ameren Missouri incurred costs
23 related to Anton's website or something, I object to
24 that as assuming facts not in evidence.

25 MR. BARRETT: I think the spin is a little

1 different. The question is the Ameren website. I
2 certainly am not intending to make any inquiry about an
3 Anton's website.

4 JUDGE SEYER: He can answer the question as
5 far as Ameren's website.

6 **THE WITNESS: I'm not aware of the data**
7 **request you're mentioning, and we never looked into any**
8 **kind of website reimbursement at all.**

9 BY MR. BARRETT:

10 Q. And are you familiar with Ms. Harmon's
11 testimony in this case, prefiled testimony?

12 **A. Yes.**

13 Q. And there was apparently some confusion about
14 how the shirts were being used, whether they should have
15 been cobranded or some such?

16 **A. I'm not going to speak on behalf of Ms.**
17 **Harmon's testimony. That's hers.**

18 Q. It had no impact on your opinions in this
19 case?

20 **A. We sent data requests requesting that**
21 **information.**

22 MR. BARRETT: All right. No other questions
23 of the witness. Thank you.

24 JUDGE SEYER: Thank you. Any questions from
25 the Commissioners? Chair Hahn.

1 CHAIR HAHN: Not a question but, Mr. Kiesling,
2 just appreciate your work to do the investigation,
3 seemed very thorough, appreciate the report. I think it
4 was very informative for us. Thank you so much.

5 **THE WITNESS: Thank you.**

6 JUDGE SEYER: All right. Any questions from
7 the other Commissioners?

8 COMMISSIONER MITCHELL: None from me, Judge.

9 JUDGE SEYER: All right. Mr. Lowery, do you
10 have recross?

11 MR. LOWERY: Well, I think since the bench
12 didn't ask any questions, I don't think I get a chance
13 to recross, do I, Judge?

14 JUDGE SEYER: All right. Fair enough.

15 MR. LOWERY: I would like to, but I don't
16 think I'm supposed to.

17 JUDGE SEYER: Fair. All right. Then
18 Mr. Kiesling, I believe you're through. Thank you for
19 your testimony.

20 (Witness excused.)

21 JUDGE SEYER: All right. Let's go ahead and
22 take a break and reconvene at 10:25. Going off the
23 record.

24 (Off the record.)

25 JUDGE SEYER: All right. Going back on the

1 record.

2 All right. Ms. Kerr, correct me if I'm wrong,
3 but you don't have any further witnesses to call?

4 MS. KERR: I don't.

5 JUDGE SEYER: Okay. Then Mr. Lowery, call
6 your first witness.

7 MR. LOWERY: I'll call our first and only
8 witness, Shelly Harmon.

9 JUDGE SEYER: Ms. Harmon, you have your right
10 hand raised. Thank you. Do you swear or affirm that
11 the testimony that you give in this hearing shall be the
12 truth, the whole truth and nothing but the truth?

13 **THE WITNESS: I do, yes.**

14 JUDGE SEYER: Thank you.

15 MR. LOWERY: Good morning, Ms. Harmon.

16 **THE WITNESS: Good morning.**

17 **SHELLY HARMON,**

18 **having been first duly sworn, was examined and testified**
19 **as follows:**

20 DIRECT EXAMINATION

21 BY MR. LOWERY:

22 Q. This is your first time at the Commission,
23 correct?

24 **A. Yes, yes, it is.**

25 Q. Did you cause to be prepared for filing in

1 this docket rebuttal testimony that's been marked for
2 identification as Exhibit 100?

3 **A. Yes.**

4 Q. If I were to pose the questions in that
5 testimony -- Well, first of all, let me back up. Do you
6 have any corrections to that testimony?

7 **A. Yes, I do.**

8 Q. Could you please state for the record by page
9 and line number what those corrections are?

10 **A. Yes. Page number 3, line number 7, file**
11 **number I need to add EO- in front of 2018-0211.**

12 Q. Okay.

13 **A. The second correction is page 5, line 9. I**
14 **need to change program implementors to program**
15 **administrators. And then on that same page on line 13,**
16 **I need to change program administrator to program**
17 **implementor. And on page 9, line 6, I need to add an s**
18 **to customers -- customer.**

19 Q. To make customer plural?

20 **A. That's correct.**

21 Q. Are those the only changes you have to your
22 testimony?

23 **A. Yes.**

24 Q. With those changes, if I asked you the
25 questions in that testimony, would your answers be the

1 same here today?

2 **A. Yes.**

3 Q. And would they be true and correct, to the
4 best of your knowledge?

5 **A. Yes.**

6 MR. LOWERY: With that, Your Honor, I move for
7 the admission of Exhibit 100 and tender Ms. Harmon for
8 cross-examination.

9 JUDGE SEYER: I believe at the start of the
10 hearing I admitted Exhibit 100. But I will --

11 MR. LOWERY: Okay. Thank you.

12 JUDGE SEYER: -- ask Ms. Kerr if she has any
13 questions for the witness.

14 MS. KERR: I do not.

15 JUDGE SEYER: Mr. Barrett.

16 CROSS-EXAMINATION

17 BY MR. BARRETT:

18 Q. In your testimony, ma'am, you refer to
19 cobranding issues. Could you tell us what that was
20 about, what led to that discussion?

21 **A. What part of my testimony are you referring**
22 **to?**

23 Q. In your testimony, you were asked the question
24 on page 15, line 10, does Ameren Missouri provide Ameren
25 shirts for HVAC participating contractors. Tell me when

1 you get there.

2 **A. I'm here.**

3 Q. Okay. Have you had a chance to look at it?

4 **A. Yes.**

5 Q. What was the genesis of that comment? What
6 made you testify about that?

7 **A. There was questions around the Ameren shirts
8 and cobranding.**

9 Q. Let me take you back for a second just to make
10 sure we're all on the same page. In what we call the
11 Kuelker estimate, K-u-e-l-k-e-r, there was a reference
12 to a representative will come out, they'll have on an
13 Ameren shirt, an Ameren ID card, and they'll be driving
14 an Anton's truck, isn't that right, something to that
15 effect?

16 **A. I don't recall that.**

17 Q. Okay. But for whatever reason, you decided
18 you wanted to tell us about Ameren shirts. Okay. And
19 can you tell us why you addressed that?

20 **A. Because there was some questions around the
21 Ameren shirts.**

22 Q. I guess that's my question. What were the
23 questions as you recall them?

24 **A. I don't recall what the questions were.**

25 Q. Just something that needed to be addressed?

1 A. I think it needed to be something that was
2 called out. There were allegations around the shirts.

3 Q. Specifically you saw a picture of a bunch of
4 guys standing in front of a sign that said Anton's and a
5 bunch of them were wearing shirts that said Anton's and
6 then there's a picture of I think it was three people
7 standing there wearing what looks like black shirts with
8 an Ameren emblem on the breast; isn't that true?

9 A. I did see that picture, but it was unclear
10 whether those were Ameren shirts. I did, however, reach
11 out to the implementation contractor and verified that
12 they do wear Ameren branded shirts, but the most
13 important part of the contractors going into customer
14 homes is that they wear a contractor badge. So when
15 they wear a contractor badge, there have been cases from
16 what I understand where they were wearing Ameren shirts.
17 And the reason why that's important is that these
18 contractors are going into customers' homes. So for
19 consumer protection and safety reasons, it's important
20 that they know that they're working on behalf of the
21 program.

22 Q. Why is that?

23 A. It's an important part of implementing the
24 program.

25 Q. Why is that?

1 **A.** Because the customers particularly in the
2 single family income eligible program, they're
3 apprehensive because we're giving away free stuff. So
4 when they tie the program to something that's approved
5 by the Commission, they have trust that it's a
6 legitimate program.

7 **Q.** They're not wearing Commission shirts, are
8 they?

9 **A.** No, they are wearing --

10 **Q.** They're wearing Ameren shirts?

11 **A.** Yes.

12 **Q.** In fact, they weren't cobranded shirts, were
13 they?

14 **A.** They were not cobranded, but these contractors
15 were wearing contractor badges. In fact, the
16 implementation contractor requires that they wear them
17 because it goes hand in hand.

18 **Q.** When we look at the Kuelker estimate though,
19 it says the people will have Ameren shirts and Ameren ID
20 badges. It doesn't say they'll have contractor ID
21 badges, does it?

22 **A.** I would have to look at it again to refresh my
23 memory on that.

24 **Q.** It's in evidence. We can deal with it later.

25 **A.** Okay.

1 Q. But why would it be important to know the
2 person is from Ameren as opposed to Air Quality or any
3 other contractor? Isn't the contractor who they have to
4 trust?

5 A. I'll talk about the programs a little bit, the
6 CommunitySavers program. So these customers are signing
7 up for an Ameren program. Again, a program that is tied
8 to a Commission-approved program. So it's important
9 that very first, you know, when they go into the
10 customer homes that they know it's an Ameren contractor.
11 There's scams out there all the time. So it creates
12 trust with that customer. And you know, that's been a
13 challenge with this program in the beginning and again
14 it creates trust that this is a Commission-approved
15 program and that these are contractors that are working
16 on behalf of the program.

17 Q. There have been scamsters before that
18 impersonate Ameren employees, have there not?

19 A. I believe so but not pertaining to this
20 program.

21 Q. Sure. We're talking in general the importance
22 of the Ameren shirt. It's not like getting a hold of an
23 Ameren shirt is particularly difficult, is it?

24 A. I don't think it would be that difficult, but
25 you know, I don't know.

1 MR. BARRETT: If I could have just a second,
2 Judge. Judge, I thank the witness for her time and I
3 have no other questions for her.

4 JUDGE SEYER: All right. Do the Commissioners
5 have any questions for the witness?

6 All right. Hearing none, I do have a couple
7 of questions myself.

8 QUESTIONS

9 BY JUDGE SEYER:

10 Q. When you talk about cobranded shirts, are we
11 talking about a shirt that would have the Ameren UE logo
12 or patch, as well as the like in this case Anton's
13 company logo as well?

14 A. It may say Anton's or it may say a contractor
15 working on behalf of the program. I'll give you an
16 example. You referred to -- I want to read specifically
17 what it says -- the badge. It indicates that it's -- It
18 indicates the implementation contractor -- give me just
19 a second. For instance, the contractor badge will say
20 approved contractor for the Ameren Missouri Residential
21 Energy Efficiency program and it says verified by
22 Franklin Energy, which is the administrator for the
23 program.

24 Q. That's on the shirt or on the badge?

25 A. That's on the badge.

1 Q. In your rebuttal testimony, page 16, lines 3
2 to 5 roughly, you're saying if there are any Ameren
3 Missouri branded shirts, they should be cobranded with
4 Anton's logo or the CommunitySavers program logo. So if
5 that shirt had the CommunitySavers logo on it, what else
6 would be on that shirt?

7 A. It should be cobranded with a qualified
8 contractor by Franklin Energy or something like that.

9 Q. On the shirt?

10 A. On the shirt. These were guidelines that were
11 put out from our marketing team. The intent was to make
12 sure that the logo was accurate. This shirt cobranding,
13 it didn't follow the guidelines. You know, we looked
14 into -- I looked into that. Again, the most important
15 part is that badge. You know, I think about it like
16 Amazon. Whenever they pull up to your house in an
17 Amazon truck or Amazon box, you trust that. Same with
18 the Ameren Missouri program and logo. We want to make
19 sure that that's not damaged.

20 Q. Anton's is involved in which program?
21 CommunitySavers?

22 A. They're involved in the CommunitySavers
23 program and the Pay As You Save program and the heating
24 and cooling program.

25 Q. Are there any contractors under either of

1 those programs that you know of that wear the cobranded
2 shirts with Ameren's logo, their logo?

3 **A. No. Typically I'll talk about the heating and**
4 **cooling program. The heating and cooling contractors**
5 **want -- they want to display their logo, not Ameren**
6 **Missouri's, but the implementation contractor for the**
7 **CommunitySavers program and, you know, the strategy**
8 **works. It's important that they have that trust with**
9 **the customer to get in the customer's home, which is why**
10 **they require the badges. So to answer your question,**
11 **no.**

12 **Q. In those instances where you have provided**
13 **cobranded shirts, who pays for that?**

14 **A. The implementation contractor.**

15 **Q. So in the CommunitySavers program, that would**
16 **be Resource Innovations?**

17 **A. That would be Resource Innovations.**

18 **Q. I believe there was prefiled testimony that**
19 **indicated that Ameren's website at one time stated that**
20 **home energy advisor that would come to visit the home**
21 **would be wearing an Ameren Missouri shirt and would have**
22 **an Ameren picture ID badge. You're saying that's not**
23 **how it actually happens; is that correct?**

24 **A. That is how it happens for the CommunitySavers**
25 **program. So they were --**

1 Q. An Ameren Missouri shirt?

2 A. Yeah, that should have been cobranded per the
3 guidelines.

4 Q. So if that information is still on your
5 website, that would be accurate?

6 A. It is not on our website now, and the reason
7 why that is it did call out Anton's specifically at one
8 point. That's because we only had one contractor in the
9 program in the CommunitySavers program. There has since
10 been another contractor added. So what is on the
11 website is look for a contractor badge, Ameren
12 representative wearing a contractor badge. I'll correct
13 myself there. It did say that the CommunitySavers
14 program was fully subscribed now. So we took that part
15 out. But it did before it was subscribed giving
16 customers an indication what to look for.

17 JUDGE SEYER: Okay. Those are the only
18 questions I have.

19 Ms. Kerr, do you have any follow up questions?

20 MS. KERR: No, thank you.

21 JUDGE SEYER: Mr. Barrett.

22 MR. BARRETT: No, thank you.

23 JUDGE SEYER: And Mr. Lowery, do you have any
24 redirect?

25 MR. LOWERY: Maybe just a little, Your Honor.

REDIRECT EXAMINATION

1

2 BY MR. LOWERY:

3 Q. Just to make sure the record is clear, and I
4 think maybe the Judge can actually see this, is the
5 contractor badge that you refer to, is that actually
6 included in one of the schedules to your testimony?

7 **A. Yes, it is.**

8 Q. And is that part of Schedule SRH-R3?

9 **A. Yes, it is.**

10 Q. You refer to a heating and cooling program.
11 Is that the same as the HVAC program that I talked about
12 earlier this morning?

13 **A. Yes, it is.**

14 Q. Could you explain why -- In the questions I
15 believe, well, I know you got from Mr. Barrett and maybe
16 some from the Judge as well, there was a discussion
17 about cobranding. You talked about sort of a trust and
18 security issue making sure customers understood that
19 these were Commission-approved Ameren Missouri Energy
20 Efficiency programs. But then in one of the answers you
21 gave to the Judge I think you suggested that that's
22 really not an issue with the HVAC program. Can you
23 explain why?

24 **A. In the HVAC program, customers are choosing**
25 **the contractors. They're choosing which contractor from**

1 a network of 400 that are in the program. So they
2 choose them. They know which contractor they chose and
3 they know which contractor is coming to their home.

4 Q. Ameren Missouri is not out there suggesting
5 contractors to them or actually doing anything in their
6 homes. Ameren Missouri all it does is if you buy the
7 right air-conditioner and it's got, say, a thousand
8 dollar rebate, the contractor they chose is the one that
9 fills all that out and makes sure they get the rebate;
10 is that right?

11 A. That's correct.

12 Q. Why is there 400 plus contractors in the HVAC
13 program and only a couple in CommunitySavers Single
14 Family and maybe five or six in PAYS? Why is that?

15 A. By virtue of the energy savings goals and the
16 sheer volume of HVAC systems that go through the
17 programs. So I'll give you an example. On average from
18 2019, I pulled some data on the number of systems.
19 From 2019 to 2023, there were over 14,000 installations
20 of HVAC systems in the heating and cooling program or
21 the HVAC program. In the Single Family Income Eligible
22 program as part of the CommunitySavers program, there
23 were less than 200. So 163 systems on average. So 1
24 percent.

25 Q. So you just don't need very many contractors

1 to handle that level of installations a year?

2 A. No, it's not a cost effective approach to open
3 that network up to a wide range of contractors, because
4 it takes a lot to set up, takes a lot to set up these
5 contractors. They have to -- The implementation
6 contractor, they not only perform HVAC services, they go
7 in and they do assessments, they install other measures,
8 and they have to integrate their systems with the
9 scheduling systems. So it's not cost effective to set
10 up a lot of contractors. So it's the best strategy for
11 our customers to deliver the energy savings goals for
12 the program at the budget that we have.

13 Q. So one last question. If the program
14 implementor, which is Resource Innovations; is that
15 right?

16 A. That's correct.

17 Q. If they implemented the program at a less cost
18 effective way, who ends up paying for that?

19 A. Customers end up paying for that. That is
20 important. Just to clarify, it is important to keep the
21 costs low because it is true that ratepayers pay for
22 this. It's not in base rates, but it is included in an
23 energy efficiency investment charge, a separate line
24 item on customers' bills, so all customers. So it's
25 important to keep that cost low. And the strategy

1 chosen by the implementation contractors works. It's a
2 well performing program.

3 MR. LOWERY: Thank you, Ms. Harmon. Those are
4 the only questions I have, Judge.

5 JUDGE SEYER: All right. Thank you. Ms.
6 Harmon, I have kind of a tangential question for you.
7 You were here earlier when Mr. Kiesling testified,
8 correct?

9 **THE WITNESS: Yes.**

10 JUDGE SEYER: And Mr. Kiesling used the term
11 MEEIA. I should have asked him this question, but that
12 is M-E-E-I-A, correct?

13 **THE WITNESS: That's correct.**

14 JUDGE SEYER: For the sake of the record, can
15 you tell us what that stands for?

16 **THE WITNESS: Missouri Energy Efficiency**
17 **Investment Act.**

18 JUDGE SEYER: Thank you. All right. Having
19 said that, Mr. Lowery, do you disagree with that?

20 MR. LOWERY: No, no. No questions based on
21 that, Judge.

22 JUDGE SEYER: You're shaking your head.

23 MR. LOWERY: Sorry.

24 JUDGE SEYER: Ms. Kerr, do you have any
25 recross?

1 MS. KERR: No. I apologize for not having
2 Mr. Kiesling explain what that acronym meant.

3 JUDGE SEYER: Mr. Barrett, do you have any
4 recross?

5 MR. BARRETT: None. Thank you, Judge.

6 JUDGE SEYER: So this witness may be excused?
7 All right. Thank you for your testimony.

8 (Witness excused.)

9 JUDGE SEYER: Any further witnesses, Mr.
10 Lowery?

11 MR. LOWERY: No, Your Honor.

12 JUDGE SEYER: Are the parties ready to present
13 closing arguments?

14 MR. BARRETT: I wasn't expecting to since we
15 are planning on briefing it.

16 MR. LOWERY: I wasn't.

17 MR. BARRETT: I see no reason to tell you
18 inartfully what I hope to write somewhat eloquently.

19 MR. LOWERY: I also was not prepared to make a
20 closing argument unless you wanted.

21 MR. BARRETT: But if you want.

22 JUDGE SEYER: You're building this up. These
23 better be good briefs. All right. I'm told that the
24 transcripts, we should receive the transcripts by July
25 30. The initial briefs are due on August --

1 MR. LOWERY: Judge, if I might, in terms of
2 the due dates of the brief. Those dates were set and
3 agreed upon before I was involved in the case. My wife
4 and I are going to be on vacation for two weeks right
5 around when they're due. I've checked with counsel and
6 I was hoping that we could change the initial brief date
7 to the 21st of August and the reply to the 30th.
8 Counsel have indicated they have no objection to that.

9 JUDGE SEYER: That works out nicely because
10 I've had people tell me that I'm overly picky, and so
11 that will give me more time to pick over the transcript
12 and make sure it's correct, although I rarely need to
13 make any changes to Ms. Bentch's transcripts.

14 All right. So initial briefs August 21, reply
15 briefs August 30.

16 MR. LOWERY: Yes, thank you.

17 MR. BARRETT: Do I need to remember that or
18 are you going to do an order?

19 JUDGE SEYER: I'll do an order.

20 MR. BARRETT: Bless you.

21 JUDGE SEYER: All right. So is there anything
22 further?

23 MR. BARRETT: Nothing from Complainants.

24 MR. LOWERY: Nothing from the Company.

25 JUDGE SEYER: All right. Then I'll adjourn

1 the hearing. We'll go off the record. Going off the
2 record.

3 (WHEREUPON, the proceedings concluded at 10:52
4 a.m.)

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103	1/8/19 Order Approving Tariff in Compliance with Commission Order, File No. EO-2018-0211	6
104	2/7/20 Tariff Revision (YE-2020-0136)	6
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121 6/15/99 Order Approving Stipulation and Agreement and Closing Case, File No. EC-99-327	6
122 H.B. No. 208, 92nd General Assembly, First Regular Session	6
123 Same as Complainants' Exhibit 5 (Marked only on page 36)	

Staff's Exhibit:

200 Rebuttal Testimony of Mark Kiesling (Public and Confidential)	6
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(The above-listed exhibits were retained
by the Public Service Commission.)

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CERTIFICATE OF REPORTER

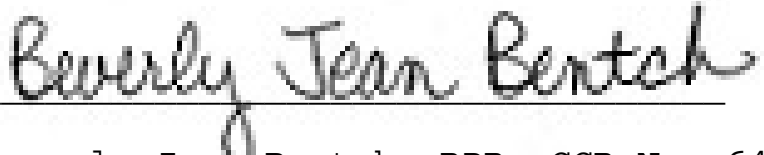
STATE OF MISSOURI)

COUNTY OF COLE)

I, Beverly Jean Bentch, RPR, CCR No. 640, do hereby certify that I was authorized to and did stenographically report the foregoing Public Service Commission Evidentiary Hearing and that the transcript, pages 1 through 75, is a true record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or counsel connected with the action, nor am I financially interested in the action.

Dated this 30th day of July, 2024.



Beverly Jean Bentch, RPR, CCR No. 640

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