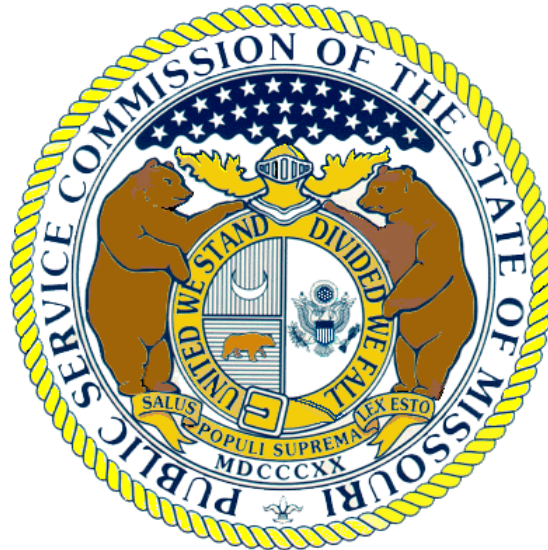


**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**



Missouri Coalition for Fair Competition and )  
Corey Malone, )  
 )  
Complainants, )  
 )  
v. )  
 )  
Union Electric Company d/b/a Ameren )  
Missouri, )  
 )  
Respondent. )

**File No. EC-2023-0037**

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**REPORT AND ORDER**

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**Issue Date: September 25, 2024**

**Effective Date: October 25, 2024**

## **PARTIES & APPEARANCES**

### **MISSOURI COALITION FOR FAIR COMPETITION and COREY MALONE:**

**David Barrett**, Attorney at Law, P.O. Box 104151, Jefferson City, MO 65109.

### **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI:**

**James B. Lowery**, JBL Law, LLC, 3406 Whitney Ct., Columbia, Missouri 65203.

### **STAFF OF THE MISSOURI PUBLIC SERVICE COMMISSION:**

**Carolyn Kerr**, Senior Staff Counsel, Public Service Commission, 200 Madison Street, Suite 800, P.O. Box 360, Jefferson City, Missouri 65102.

### **REGULATORY LAW JUDGE:** Kenneth J. Seyer

# REPORT AND ORDER

## I. Procedural History

On August 3, 2022, the Missouri Coalition for Fair Competition (MCFFC) and its president, Corey Malone, filed a complaint against Union Electric Company d/b/a Ameren Missouri. Complainants alleged that Ameren Missouri has violated the provisions of Sections 386.754 to 386.764, RSMo,<sup>1</sup> referred to as the “Fair Competition Law” by Complainants, by (1) engaging in HVAC (heating, ventilation, and air conditioning) services; (2) using its vehicles, service tools, instruments, employees, advertising, or any other utility assets to engage in HVAC services; (3) allowing a utility affiliate or utility contractor to use its name without a disclaimer that the services provided are not regulated by the Commission; and (4) engaging in, or assisting any utility affiliate or utility contractor in engaging in, HVAC services in a manner which subsidizes the activities of such utility, utility affiliate, or utility contractor to the extent of changing the rates or charges for the utility’s regulated services above or below the rates or charges that would be in effect if the utility were not engaged in or assisting any utility affiliate or utility contractor in engaging in such activities.<sup>2</sup>

On September 6, 2022, Ameren Missouri filed its answer to the complaint. On April 12, 2023, Staff filed its investigative memorandum regarding the complaint and concluded that Ameren Missouri did not violate any applicable statutes, Commission rules or regulations, or Commission-approved tariffs.

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<sup>1</sup> Unless otherwise stated, all statutory citations are to the Revised Statutes of Missouri, as codified in the year 2016.

<sup>2</sup> *Complaint*, (filed August 3, 2022), pp. 2-3.

The Commission ordered a procedural schedule. A hearing was set and written direct, rebuttal, and surrebuttal testimony were filed.<sup>3</sup>

The evidentiary hearing in this matter was held July 18, 2024. During the evidentiary hearing, the parties<sup>4</sup> presented evidence relating to the single issue identified by the parties:

**Does the evidence establish that Ameren Missouri has engaged in HVAC services in a manner that violates Section 386.756, RSMo? If the answer is “yes,” what actions, if any should the Commission take?**

Initial post-hearing briefs were filed on August 21, 2024, and reply briefs were filed on August 30, 2024.<sup>5</sup>

The Commission, having considered all the competent and substantial evidence upon the whole record, makes the following findings of fact and conclusions of law.

## II. Findings of Fact

Any finding of fact for which it appears that the Commission has made a determination between conflicting evidence is indicative that the Commission attributed greater weight to that evidence and found the source of that evidence more credible and more persuasive than that of the conflicting evidence.

1. Union Electric Company is a Missouri corporation doing business under the fictitious name of Ameren Missouri, with a primary mailing address of One Ameren Plaza, 1901 Chouteau Ave., St. Louis, Missouri 63103.<sup>6</sup> Ameren Missouri is a public utility under the jurisdiction of the Commission.<sup>7</sup>

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<sup>3</sup> The Office of the Public Counsel did not file testimony.

<sup>4</sup> At their request, the Office of the Public Counsel was granted leave to be excused from participation in the evidentiary hearing.

<sup>5</sup> The Office of the Public Counsel did not file briefs.

<sup>6</sup> *Complaint*, p. 2; *Ameren Missouri's Answer, Affirmative Defenses, and Motion to Dismiss* (filed September 6, 2022), p. 2.

<sup>7</sup> *Complaint*, p. 2.

2. The Office of the Public Counsel is a party to this case pursuant to Section 386.710(2), RSMo, and by Commission Rule 20 CSR 4240-2.010(10).

3. Staff is a party in all Commission investigations, contested cases, and other proceedings, unless it files a notice of its intention not to participate in the proceeding within the intervention deadline set by the Commission.<sup>8</sup> Staff participated in this proceeding.

4. Complainant MCFFC is a political action committee that represents the concerns of its members – individuals and businesses in the HVAC industry.<sup>9</sup> Complainant Corey Malone is the president of the MCFFC and owner and operator of Air Comfort Service, Inc., a provider of HVAC services in the St. Louis metropolitan area.<sup>10</sup>

5. Under the Missouri Energy Efficiency Investment Act (MEEIA),<sup>11</sup> the Commission approved Ameren Missouri's Community Savers program<sup>12</sup> and the Pay As You Save (PAYS) program.<sup>13</sup> The programs have remained in effect during all times relevant to this complaint.<sup>14</sup> The Commission has approved an extension of both

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<sup>8</sup> Commission Rules 20 CSR 4240-2.010(10) and (21) and 2.040(1).

<sup>9</sup> Exh. 1, *Malone Direct Testimony*, p. 3.

<sup>10</sup> Exh. 1, *Malone Direct Testimony*, p. 2.

<sup>11</sup> Section 393.1075, RSMo.

<sup>12</sup> Exh. 101, File No. EO-2018-0211, *Order Approving Stipulation and Agreement and Granting Waivers* (issued December 5, 2018); Exh. 102, *Tariff Revision* (filed December 21, 2018) (Tracking No. YE-2019-0133); Exh. 103, File No. EO-2018-0211, *Order Approving Tariff in Compliance with Commission Order* (issued January 8, 2019).

<sup>13</sup> Exh. 106, File No. EO-2018-0211, *Order Approving Stipulation and Agreements* (issued August 5, 2020); Exh. 107, *Tariff Revision* (filed November 18, 2020) (Tracking No. YE-2021-0119); Exh. 108, File No. EO-2018-0211, *Order Approving Tariff in Compliance with Commission Order* (issued December 1, 2020).

<sup>14</sup> Exh. 106, File No. EO-2018-0211, *Order Approving Stipulation and Agreements* (issued August 5, 2020); Exh. 110, File No. EO-2018-0211, *Order Approving Stipulation and Agreement Regarding MEEIA Plan Year 2023, Approving Tariff Sheet, and Granting Variances* (issued October 27, 2021); Exh. 116, File No. EO-2018-0211, *Order Approving Non-Unanimous Stipulation and Agreement Regarding the Implementation of Certain MEEIA Programs Through Plan Year 2024 and Approving Tariff Sheets* (issued August 23, 2023).

programs through December 31, 2024.<sup>15</sup> Ameren Missouri contracted with Franklin Energy to administer their portfolio of MEEIA programs.<sup>16</sup>

6. The Community Savers program targets low-income customers based on pre-defined criteria and provides direct installation of energy saving measures to save customers energy.<sup>17</sup> Franklin Energy hired Resource Innovations to act as program implementor.<sup>18</sup> Resource Innovations chooses contractors to make home assessments.<sup>19</sup> If an assessment recommends energy efficiency upgrades and the customer elects to proceed with those upgrades, the customer chooses a contractor to perform the work.<sup>20</sup>

7. The PAYS program encourages customers to install energy efficient measures in their homes by reducing or eliminating the up-front cost, instead paying for the measures through a monthly charge on the customer's bill.<sup>21</sup> Through a request for proposal process, Ameren Missouri chose EEtility to act as program implementor,<sup>22</sup> and EEtility performs the energy assessment in the customer's home.<sup>23</sup> If an assessment recommends upgrades and the customer elects to proceed with those upgrades, EEtility notifies the PAYS participating contractor selected by the customer during enrollment to perform the work.<sup>24</sup> If the customer does not select a contractor during enrollment, "lowest price" is the default setting.<sup>25</sup> Under that scenario, a contractor (or contractors) is selected

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<sup>15</sup> Exh. 116, File No. EO-2018-0211, *Order Approving Non-Unanimous Stipulation and Agreement Regarding the Implementation of Certain MEEIA Programs through Plan Year 2024 and Approving Tariff Sheets* (issued August 23, 2023).

<sup>16</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 5.

<sup>17</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 4.

<sup>18</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 5; Tr. p. 56.

<sup>19</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 6; Tr. p. 41.

<sup>20</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 6.

<sup>21</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 9.

<sup>22</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 9.

<sup>23</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 12.

<sup>24</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 13.

<sup>25</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 12.

by EETility staff based on their determination of the lowest price option for the specific upgrades to be done.<sup>26</sup>

8. Staff's investigation found no evidence that Ameren Missouri engaged in HVAC services, as that term is defined by Section 386.754(2), RSMo.<sup>27</sup>

9. No evidence was presented that Ameren Missouri used any vehicles, service tools, instruments, employees, or any other utility assets to engage in HVAC services, nor was any evidence presented that Ameren Missouri allowed an affiliate or utility contractor<sup>28</sup> to use Ameren Missouri assets to engage in HVAC services.

10. Anton's Air Conditioning & Heating is an HVAC contractor that participates in the Community Savers program and the PAYS program.<sup>29</sup>

11. Anton's Air Conditioning & Heating, under contract with EETility to assess possible energy efficiency measures to be funded by the PAYS program, performed a home energy efficiency assessment visit on February 16, 2022, of a home in Union, Missouri. The resulting report provided to the home owner had Ameren Missouri's name and logo on it.<sup>30</sup>

12. Shirts used by the contractors EETility engaged to provide services under the PAYS program, such as Anton's Air Conditioning & Heating, had Ameren's Missouri's name/logo on them.<sup>31</sup>

13. At some point in 2022,<sup>32</sup> Ameren Missouri's website stated the following:

Q. How can I identify the Ameren Missouri energy advisor?

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<sup>26</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 13.

<sup>27</sup> Tr. p.41.

<sup>28</sup> As those terms are defined in Section 386.754, RSMo.

<sup>29</sup> Tr. p.63.

<sup>30</sup> Exh. 1, *Malone Direct Testimony*, Sch. CM 1, pp. 4-9.

<sup>31</sup> Tr. p. 59.

<sup>32</sup> Exh. 1, *Malone Direct Testimony*, pp. 5-6.

A. Your home energy advisor will be wearing an Ameren Missouri shirt and an Ameren Missouri picture ID badge. They will be driving an Anton's branded truck. Anton's Air Conditioning and Heating is a program approved contractor.<sup>33</sup>

At the time, Anton's Air Conditioning and Heating was the only contractor in the Community Savers program.<sup>34</sup>

14. Ameren Missouri's advertising for the PAYS program shows photos of a person wearing a shirt with the Ameren Missouri name/logo next to home energy assessment language.<sup>35</sup>

15. Ameren Missouri does not provide program approved contractors with Ameren Missouri shirts, signing, advertising material, or other company materials.<sup>36</sup> Part of the administrative and marketing program budgets for program implementors Resource Innovations and EEtility may be used for program shirts.<sup>37</sup>

16. Any Ameren Missouri branded shirts used by HVAC contractors in the Community Savers and PAYS programs were to be co-branded with the contractor's or the program's logo.<sup>38</sup> When Ameren Missouri learned that co-branding guidelines were not being followed, it looked into the matter to ensure compliance.<sup>39</sup>

17. Under Ameren Missouri guidelines for the Community Savers and PAYS programs, personnel conducting home energy assessments are to wear badges identifying themselves as approved contractors for the Ameren Missouri programs.<sup>40</sup> The

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<sup>33</sup> Exh. 1, *Malone Direct Testimony*, Sch. CM 1, p. 10.

<sup>34</sup> Tr. p. 65.

<sup>35</sup> Exh. 9, *Ameren Missouri's Answer to Complainants' Data Request 1.3*, with attachments.

<sup>36</sup> Exh. 200C, *Kiesling Rebuttal Testimony*, Sch. MK-r2, p. 5.

<sup>37</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 16.

<sup>38</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 16.

<sup>39</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 16; Tr. p. 63.

<sup>40</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 16; Tr. p. 62.



badges and co-branded shirts are for trust and safety purposes to let customers know that the home energy assessments advisor is doing work on Ameren Missouri's behalf.<sup>41</sup>

18. Community Savers program implementor Resource Innovations and PAYS program implementor EEtility select preferred contractors for the respective programs – Ameren Missouri does not.<sup>42</sup>

19. No evidence was presented that either Resource Innovations or EEtility are owned by, controlled by, or under common control with Ameren Missouri.

20. No evidence was presented that Ameren Missouri has a contract with Resource Innovations or EEtility.<sup>43</sup>

21. No evidence was presented that Ameren Missouri has a contract with any contractor with whom Resource Innovations or EEtility engaged as a provider of HVAC services<sup>44</sup> under the Community Savers program or the PAYS program, respectively.

### **III. Conclusions of Law**

A. Ameren Missouri is an “electric corporation” and a “public utility,” as those terms are defined by Section 386.020, RSMo. As such, Ameren Missouri is subject to the jurisdiction, supervision, control, and regulation of the Commission, as provided in Chapters 386 and 393, RSMo.

B. Section 386.390.1, RSMo, states that a person may file a complaint against a utility, regulated by this Commission, setting forth violations of any law, rule, tariff, or order of the Commission. Therefore, the Commission has jurisdiction over this complaint.

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<sup>41</sup> Exh. 100, *Harmon Rebuttal Testimony*, p. 16; Tr. p. 61.

<sup>42</sup> Exh. 200C, *Kiesling Rebuttal Testimony*, Sch. MK-r2, p. 5.

<sup>43</sup> Tr. pp. 41-42.

<sup>44</sup> As that term is defined by Section 386.754(2), RSMo.

C. Complainants bear the burden of proof.<sup>45</sup> The burden of proof is the preponderance of the evidence standard.<sup>46</sup> In order to meet this standard, Complainants must convince the Commission it is “more likely than not” that Ameren Missouri violated an applicable statute, rule, or provision of a Commission-approved tariff.<sup>47</sup>

D. Section 386.754, RSMo, defines, for the purposes of Sections 386.754 to 386.764, RSMo, the following terms:

(1) “Affiliate”, any entity not regulated by the public service commission which is owned, controlled by or under common control with a utility and is engaged in HVAC services;

(2) “HVAC services”, the warranty, sale, lease, rental, installation, construction, modernization, retrofit, maintenance or repair of heating, ventilating and air conditioning equipment;

(3) “Utility”, an electrical corporation, gas corporation or heating company, as defined in section 386.020;

(4) “Utility contractor”, a person, including an individual, corporation, firm, incorporated or unincorporated association or other business or legal entity, that contracts, whether in writing or not in writing, with a utility to engage in or assist any entity in engaging in HVAC services, but does not include employees of a utility.

E. Section 386.756, RSMo, states, in part, the following:

1. Except by an affiliate, a utility may not engage in HVAC services, unless otherwise provided in subsection 7 or 8 of this section.

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<sup>45</sup> *State ex rel. GS Technologies Operating Co., Inc. v. Pub. Serv. Comm'n of State of Mo.*, 116 S.W.3d 680, 693 (Mo. App. 2003).

<sup>46</sup> *Bonney v. Environmental Engineering, Inc.*, 224 S.W.3d 109, 120 (Mo. App. 2007); *State ex rel. Amrine v. Roper*, 102 S.W.3d 541, 548 (Mo. banc 2003); *Rodriguez v. Suzuki Motor Corp.*, 936 S.W.2d 104, 110 (Mo. banc 1996).

<sup>47</sup> *Holt v. Director of Revenue, State of Mo.*, 3 S.W.3d 427, 430 (Mo. App. 1999); *McNear v. Rhoades*, 992 S.W.2d 877, 885 (Mo. App. 1999); *Rodriguez*, 936 S.W.2d at 109 -111; *Wollen v. DePaul Health Center*, 828 S.W.2d 681, 685 (Mo. banc 1992).

2. No affiliate or utility contractor may use any vehicles, service tools, instruments, employees, or any other utility assets, the cost of which are recoverable in the regulated rates for utility service, to engage in HVAC services unless the utility is compensated for the use of such assets at cost to the utility.

3. A utility may not use or allow any affiliate or utility contractor to use the name of such utility to engage in HVAC services unless the utility, affiliate or utility contractor discloses, in plain view and in bold type on the same page as the name is used on all advertisements or in plain audible language during all solicitations of such services, a disclaimer that states the services provided are not regulated by the public service commission.

4. A utility may not engage in or assist any affiliate or utility contractor in engaging in HVAC services in a manner which subsidizes the activities of such utility, affiliate or utility contractor to the extent of changing the rates or charges for the utility's regulated services above or below the rates or charges that would be in effect if the utility were not engaged in or assisting any affiliate or utility contractor in engaging in such activities.

8. The provisions of this section shall not be construed to prohibit a utility from providing emergency service, providing any service required by law or providing a program pursuant to an existing tariff, rule or order of the public service commission.

9. A utility that violates any provision of this section is guilty of a civil offense and may be subject to a civil penalty of up to twelve thousand five hundred dollars for each violation. The attorney general may enforce the provisions of this section pursuant to any powers granted to him or her pursuant to any relevant provisions provided by Missouri statutes or the Missouri Constitution.

F. Section 386.760, RSMo, grants authority to the Commission to administer and ensure compliance with Sections 386.754 to 386.764.

G. Section 386.762, RSMo, states the following:

The public service commission shall have authority to:

(1) Review, inspect and audit books, accounts and other records kept by a utility or affiliate for the sole purpose of ensuring compliance with sections 386.754 to 386.764 and make findings available to the commission; and

(2) Investigate the operations of a utility or affiliate and their relationship to each other for the sole purpose of ensuring compliance with sections 386.754 to 386.764.

H. The policy of MEEIA – Section 393.1075, RSMo – is “to value demand-side investments equal to traditional investments in supply and delivery infrastructure and allow recovery of all reasonable and prudent costs of delivering cost-effective demand-side programs.”<sup>48</sup> MEEIA defines a demand-side program as “any program conducted by the utility to modify the net consumption of electricity on the retail customer's side of the electric meter, including but not limited to energy efficiency measures, rate management, demand response, and interruptible or curtailable load”.<sup>49</sup> Under MEEIA, electric utilities may offer demand-side programs approved by the Commission.<sup>50</sup>

I. Ameren Missouri’s Community Savers program is set forth in MO.P.S.C. Schedule No. 6, Sheet Nos. 242 and 243 and became effective on January 20, 2019.<sup>51</sup> The program includes the Residential Single Family Low-Income Program and the Residential Multi-Family Low-Income Program.<sup>52</sup> The objective of the program is to deliver long-term energy savings and bill reductions to low-income customers residing in

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<sup>48</sup> Section 393.1075.3, RSMo.

<sup>49</sup> Section 393.1075.2(3), RSMo.

<sup>50</sup> Section 393.1075.4, RSMo.

<sup>51</sup> Exh. 102, *Tariff Revision* (filed December 21, 2018) (Tracking No. YE-2019-0133); Exh. 103, File No. EO-2018-0211, *Order Approving Tariff in Compliance with Commission Order* (issued January 8, 2019).

<sup>52</sup> Exh. 102, *Tariff Revision* (filed December 21, 2018) (Tracking No. YE-2019-0133), MO.P.S.C. Schedule No. 6, Original Sheet No. 242 and Original Sheet No. 243.

single family and multi-family properties.<sup>53</sup> A Program Administrator hired by Ameren Missouri implements the program.<sup>54</sup>

J. Ameren Missouri's PAYS program is set forth in MO.P.S.C. Schedule 6, Sheet Nos. 245-245.4 and became effective on December 18, 2020.<sup>55</sup> The objective of the program is "to promote the installation of energy efficient Measures and increase deeper, long-term energy savings and bill reduction opportunities for Participants through a tariffed on bill charge tied to the meter[.]"<sup>56</sup> A Program Administrator hired by Ameren Missouri implements the program.<sup>57</sup>

K. Commission-approved tariffs have the same force and effect as statutes.<sup>58</sup>

#### IV. Decision

Complainants allege violations of the Fair Competition Law by Ameren Missouri in its administration of the Community Savers and PAYS programs. Tariffs establishing those programs, and later extending the programs, have been approved by the Commission. As such, the Community Savers program and the PAYS program are "program[s] pursuant to an existing tariff" of the Commission. Subsection 8 of Section 386.756, RSMo, states, in pertinent part, that "[t]he provisions of this section shall not be

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<sup>53</sup> Exh. 102, *Tariff Revision* (filed December 21, 2018) (Tracking No. YE-2019-0133), MO.P.S.C. Schedule No. 6, Original Sheet No. 242 and Original Sheet No. 243.

<sup>54</sup> Exh. 102, *Tariff Revision* (filed December 21, 2018) (Tracking No. YE-2019-0133), MO.P.S.C. Schedule No. 6, Original Sheet No. 242 and Original Sheet No. 243.

<sup>55</sup> Exh. 106, File No. EO-2018-0211, *Order Approving Stipulation and Agreements* (issued August 5, 2020); Exh. 107, *Tariff Revision* (filed November 18, 2020) (Tracking No. YE-2021-0119); Exh. 108, File No. EO-2018-0211, *Order Approving Tariff in Compliance with Commission Order* (issued December 1, 2020).

<sup>56</sup> Exh. 107, *Tariff Revision* (filed November 18, 2020) (Tracking No. YE-2021-0119), MO.P.S.C. Schedule No. 6, 1<sup>st</sup> Revised Sheet No. 245, Cancelling Original Sheet No. 245.

<sup>57</sup> Exh. 107, *Tariff Revision* (filed November 18, 2020) (Tracking No. YE-2021-0119), MO.P.S.C. Schedule No. 6, Original Sheet No. 245.1.

<sup>58</sup> *A.C. Jacobs and Company v. Union Electric Company*, 17 S.W.3d 579, 581 (Mo. App. 2000); *State ex rel. St. Louis County Gas Co. v. Public Service Commission of Missouri*, 286 S.W. 84, 86, (Mo. 1926); *Wheelock v. Walsh Fire Clay Products Co.*, 60 F.2d 415 (8th Circuit 1932); *Updike Grain Co. v. Chicago & N.W. Ry. Co.*, 35 F.2d 486 (8th Circuit 1929); *Chicago, R. I. & P. R. Co. v. Furniture Forwarders of St. . . .*, 267 F.Supp. 175 (D.C. Mo. 1967).

construed to prohibit a utility from . . . providing a program pursuant to an existing tariff, rule or order of the public service commission.” The Commission finds the provisions of the Fair Competition Law related to the provision of HVAC services do not apply to Ameren Missouri in its administration of the Community Savers and PAYS programs. Therefore, the Commission will deny the complaint on that basis.

Even if the Commission were to find that the Fair Competition Law applies to Ameren Missouri in its administration of the Community Savers and PAYS programs, the evidence simply did not establish that Ameren Missouri violated the law.

First, no evidence was presented that Ameren Missouri engaged in HVAC services. Second, no evidence was presented that any persons or entities involved in the Community Savers program or the PAYS program was an Ameren Missouri “affiliate” or “utility contractor,” as those terms are defined by the statute. Without those connections, the prohibitions on utilities in dealing with affiliates and utility contractors under the statute do not apply to Ameren Missouri.

The Commission does have some concerns about the use of Ameren Missouri’s name and logo by the HVAC contractors under the two programs. Evidence was presented that advertising materials and HVAC contractor employee shirts bore the Ameren Missouri logo, without the co-branding required under Ameren Missouri’s guidelines for the two programs. Although it was the program implementors for the two programs who did not follow the guidelines, Ameren Missouri should continue to monitor the two programs to assure that its customers do not mistakenly believe that it is Ameren Missouri employees who are performing HVAC services in their homes.

Under Commission Rule 20 CSR 4240-2.070(14), the regulatory law judge shall cause the parties to be notified that the Commission's decision will be final unless an application for rehearing is filed. The application for rehearing must be filed with the Commission before the effective date of this order, which is October 25, 2024.<sup>59</sup> If the Commission denies the application for rehearing, the parties then have 30 days after the denial is issued to file an appeal with the court of appeals.<sup>60</sup> If the Commission grants the application for rehearing, then the Commission will order appropriate actions at that time.

**THE COMMISSION ORDERS THAT:**

1. The complaint of the Missouri Coalition for Fair Competition and Corey Malone is denied.
2. If any party wishes to request a rehearing by the Commission, such request must be filed no later than October 24, 2024.
3. This report and order shall become effective on October 25, 2024.
4. This file shall be closed on October 26, 2024.



**BY THE COMMISSION**

A handwritten signature in black ink that reads "Nancy Dippell". The signature is written in a cursive, flowing style.

Nancy Dippell  
Secretary

Hahn, Ch., Coleman, Holsman  
and Mitchell CC., concur.  
Kolkmeier, C., absent.

Seyer, Regulatory Law Judge

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<sup>59</sup> Section 386.500, RSMo and Section 386.515, RSMo (Supp. 2023).

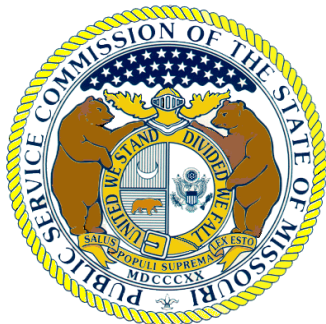
<sup>60</sup> Section 386.510, RSMo (Supp. 2023).

**STATE OF MISSOURI**

**OFFICE OF THE PUBLIC SERVICE COMMISSION**

**I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.**

**WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 25<sup>th</sup> day of September 2024.**



*Nancy Dippell*  
\_\_\_\_\_  
**Nancy Dippell**  
**Secretary**



**MISSOURI PUBLIC SERVICE COMMISSION**

**September 25, 2024**

**File/Case No. EC-2023-0037**

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St. Louis, MO 63103  
jmoore499a@ameren.com

**Union Electric Company**

Wendy Tatro  
1901 Chouteau Ave  
St. Louis, MO 63103-6149  
wtatro@ameren.com

**Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).**

*Sincerely,*



**Nancy Dippell  
Secretary**

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Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.