

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

Amanda Leigh Sciandra,)	
Complainant,)	
)	
vs.)	Case No: EC-2014-0034
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer to the Complaint filed in this proceeding states as follows:

1. On August 13, 2013, Ms. Amanda Sciandra, with a service address of 1511 Locust St., #403, St. Louis, MO 63103 (“Complainant”), initiated this proceeding against the Company by filing a complaint (the “Complaint”) with the Commission.
2. Any allegation of the Complaint not specifically admitted herein by the Company should be considered denied.
3. For the Commission’s reference, Company account activity statements for electric utility accounts ***** and ***** , described in greater detail below, are attached hereto as **Exhibit A** and **Exhibit B**.
4. The Company admits the allegations of paragraph 1 of the Complaint.
5. In response to paragraph 2.a., the Company denies the allegations as stated. The Company admits that residential electric utility service was provided to 5411 Lansdowne Ave. Unit 1F (the “Lansdowne Address”) under account number ***** in Complainant’s name (the “Lansdowne Account”), from January 10, 2009 through April 9, 2010. The Company is without information sufficient to form a belief about the remainder of the allegations of paragraph 2.a. and therefore denies the same.
6. The Company denies the allegations of paragraph 2.b. of the Complaint. In further answer, the Company states that it has a record of a call from Complainant on January 8, 2010, inquiring about a delinquent balance and stating that she would pay \$**.**. Complainant

was advised the payment would reduce the then past due balance of \$***.** to \$***.**.

Consistent with this record, the Company received an \$**.** payment on January 11, 2010.

7. The Company is without information sufficient to form a belief about the allegations of paragraph 2.c. of the Complaint and therefore denies the same. In further answer, the Company states that it received no notification from Complainant the her address had changed, and that Company bills and notices for the Lansdowne Account that were addressed and sent to Complainant at the Lansdowne Address from January 2010 through April 12, 2010 were not returned to the Company as undeliverable.

8. In response to paragraph 2.d., the Company notes that a portion of the text of this paragraph of the Complaint appears to be obscured and the Company is unable to determine what should appear between the text “St. Louis” (at the bottom of page 1) and “outstanding balance was made.” (at the top of page 2). The Company admits that on November 1, 2012, Complainant called the Company and requested residential electric utility service at 1511 Locust St., #403, St. Louis, MO 63103 (the “Locust Address”) and the Company established a new residential electric utility account number *****_***** in Complainant’s name (the “Locust Account”) for that service.

9. In response to paragraph 2.e., the Company admits that at the time service at the Locust Address and the Locust Account were established, in order to arrange for payment of the \$***.** outstanding balance on the Lansdowne Account, the Company transferred that outstanding balance to Complainant’s Locust Account. In further answer, the Company states that the Company’s tariffs provide, “[t]he Company shall not be required to commence supplying service to a customer, or if commenced the Company may disconnect such service, if at the time of application such customer...is indebted to the Company for the same class of service previously supplied at such premises or any other premises until payment of, or satisfactory payment arrangements for, such indebtedness shall have been made.” Electric Service Tariff Sheet No. 101, General Rules and Regulations, I. General Provisions, C. Application for Service.

10. The Company denies the allegations of paragraph 2.f. as stated. In further answer, the Company states that it sent Complainant a bill on November 21, 2012. The bill included the \$***.** transferred balance, and \$**.** for electric utility service for the period

November 1, 2012 through November 20, 2012, due December 5, 2012. No payment whatsoever was made on the account until March 20, 2013.

11. In response to paragraph 2.g., the Company admits that from November 2013 through May 2013, Complainant contacted the Company's Customer Service Department five times. During that time period, the Company also made six automated collection calls to Complainant.

12. The Company denies the allegation of paragraph 2.g.i.

13. The Company denies the allegation of paragraph 2.g.ii.

14. The Company denies the allegation of paragraph 2.g.iii.

15. The Company denies the allegation of paragraph 2.h. The Company admits that on June 17, 2013 it received a letter from Complainant bearing the date May 5, 2013, and two documents from the Missouri Department of Social Services bearing Complainant's name: one dated March 12, 2010 and one dated June 18, 2010. The letter and the documents speak for themselves. In further answer, the Company states that on June 17, 2013, a Company representative reviewed Complainant's letter and documents and called Complainant and left her a voicemail message to the effect that this appeared to be a dispute between Complainant and her landlord, but not fraud since Complainant never requested to the Company that service in her name at the Lansdowne Address be terminated, and that no adjustments to the bill would be made.

16. In response to paragraph 2.i., the Company admits that electric utility service to the Locust Address was disconnected on June 5, 2013. The Company denies that service was disconnected in retaliation for Complainant's letter, since that letter was not received by the Company until 12 days after the disconnection. In further answer, the Company states that the disconnection followed disconnect notices sent to Complainant on May 17, 2013 and May 22, 2013, each of which advised Complainant that unless the then \$***.** prior delinquent balance portion of her bill was paid by June 4, 2013, her electric utility service would be disconnected for nonpayment. The Company admits that service was restored June 5, 2013, after a Company supervisor agreed to give Complainant additional time, until July 3, 2013 to provide information to support her claim that she was not responsible for the transferred balance. As noted in paragraph 14, above, the Company received a letter and documentation from Complainant on June 17, 2013.

17. In response to paragraph 2.j., the Company admits that in response to Complainant's request during a call to the Company on June 5, 2013, the Company mailed Complainant an account activity statement for the Lansdowne Account, and that the statement reflected that the balance for said account, as of the date the statement was mailed to Complainant, was \$*.*. The statement also showed that previously, on November 1, 2012, the \$***.** balance on the Lansdowne Account had been transferred to account number *****-***** (the Locust Account). The Company denies that any information in the account activity statement was "blatantly obfuscated."

18. The Company is without information sufficient to form a belief about the allegation of paragraph 2.k. and therefore denies the same.

19. The Company is without information sufficient to form a belief about the allegation of paragraph 2.l. and therefore denies the same.

20. The Company is without information sufficient to form a belief about the allegation of paragraph 2.m. and therefore denies the same.

21. The Company is without information sufficient to form a belief about the allegation of paragraph 2.n. and therefore denies the same.

22. The Company is without information sufficient to form a belief about the allegation of paragraph 2.o. and therefore denies the same.

23. The Company admits the allegations of paragraph 2.p. of the Complaint. In further answer, the Company states:

- a. On June 18, 2013 and June 21, 2013, the Company sent disconnect notices to Complainant, advising that unless the then \$***.** prior delinquent balance portion of her bill was paid by July 3, 2013, her electric utility service would be disconnected for nonpayment.
- b. On June 28, 2013, Complainant filed an informal complaint with the Commission, claiming she did not feel she was responsible for the transferred bill from the Lansdowne Account. On July 3, 2013, after investigation, the consumer services coordinator assigned to the complaint sustained the billing and closed the informal complaint.
- c. On July 18, 2013 and July 23, 2013, the Company sent disconnect notices to Complainant, advising that unless the then \$***.** prior delinquent balance

portion of her bill was paid by August 2, 2013, her electric utility service would be disconnected for nonpayment.

- d. On August 8, 2013, more than 30 days after Complainant's informal complaint was closed, Company field personnel went to the Locust Address to disconnect service. Upon the Company's arrival, Complainant called the Company and told a representative to stop calling her and that the Company could not disconnect her because she had a formal complaint pending with the Commission. No Company representative could locate any information to verify that a formal complaint was pending. However, the rental complex manager was not on site and would not give the Company's field personnel the code necessary to access the facilities to disconnect Complainant's service, so Complainant's utility service was not disconnected.

24. In answer to paragraph 2.q., the Company admits that Complainant contacted the Company on August 8, 2013. The Company denies that it attempted to unlawfully, or did unlawfully, deny service to Complainant. The Company is without information sufficient to form a belief about the remainder of the allegations of paragraph 2.q. and therefore denies the same.

25. In answer to paragraph 3.a., the Company admits that Complainant has contacted it via telephone several times, and that the validity of the electric utility service charges for both the Lansdowne Account and the Locust Account has been discussed during a number of the calls. In further answer, the Company states that although Complainant has alleged (variously) that she moved out of the Lansdowne Address in November of 2009 or January of 2010, and alleged that her landlord was supposed to, but failed to, call the Company and terminate service in her name, and has provided documentation that supports her claim that she was living at a different address as of March 12, 2010, Complainant has to date not provided any information or documentation that indicates that she, or anyone on her behalf, ever notified the Company that service in her name at the Lansdowne Address or the Lansdowne Account, should be terminated.

26. In further answer, The Company is uncertain what is meant by the allegation in paragraph 3.a. that Complainant phoned "in an attempt to obtain information on...remedies to honor the debt." The Company believes Complainant means that she asked what she needed to do to dispute the \$***.** charge. The Company admits that on November 23, 2012,

Complainant called the Company and in the course of discussion, stated that she would send something verifying that she moved out in November of 2009, but the Company states that Complainant did not send any such information; that on March 8, 2013 she again called the Company and was advised that in order to give her time to dispute the charges, the Company would temporarily suspend the charges, but the Company states that Complainant did not take any further action and the charges were reinstated; that on June 5, 2013, after her service was terminated, she again called the Company and alleged that she had previously sent information disputing her charges, which the Company denies having received; and that on June 17, 2013 the Company did finally receive a letter and documentation from Complainant regarding her dispute.

27. The Company denies the allegation of paragraph 3.b. as stated. The Company admits that it received a letter from Complainant on June 17, 2013 bearing the date May 5, 2013 to the Company. That letter speaks for itself.

28. The Company denies the allegation of paragraph 3.c. as stated. The Company admits that Complainant filed an informal complaint with the Commission on or around June 27, 2013.

29. The Company is without information sufficient to form a belief about the allegations of paragraph 3.d. of the Complaint and therefore denies the same.

30. The Company is without information sufficient to form a belief about the allegations of paragraph 3.e. of the Complaint and therefore denies the same.

31. The Company is without information sufficient to form a belief about the allegations of paragraph 3.f. of the Complaint and therefore denies the same.

32. In answer to paragraph 3.g., the Company admits that Complainant contacted the Company on August 8, 2013. The Company denies that it attempted to or did unlawfully deny service to Complainant. The Company is without information sufficient to form a belief about the remainder of the allegations of paragraph 3.g. and therefore denies the same.

33. In paragraph A of the Complaint, by way of relief, Complainant asks that the Company, “honor service termination date of 1/14/2013 for account *****.” Given the allegations of paragraph 2.a. of the Complaint, the Company assumes that Complainant intended to refer to the year 2010, not 2013, and will answer accordingly. As set out in various paragraphs above, service at the Lansdowne Address under the Lansdowne Account in Complainant’s name continued until April 9, 2010. The account was terminated when a new

tenant at the Lansdowne Address called to request service effective April 9, 2010. The Company has no record whatsoever that Complainant, the customer on the account, at any time requested via telephone call or otherwise, that service to the Lansdowne Address be terminated, or that any other person requested termination on her behalf. Company records show that Complainant called on January 8, 2010, but only to advise that she would pay \$**.** towards her then balance of \$***.**. The Company also had no notice, from Complainant or otherwise, regarding Complainant's alleged change of address from the Lansdowne Address, until Complainant called to request service at the Locust Address in November of 2012. As such, there was no January 14, 2010 termination of service at the Lansdowne Address, so this request for relief should be denied.

34. In paragraph B of the Complaint, by way of relief Complainant requests that the Company, "accurately account for charges incurred between November 2009 and May 2010, including double charges for budget billing[.]" This request for relief should be denied as moot. The Company has already provided Complainant with an account activity statement for the Lansdowne Account, which statement accurately sets forth the billing periods, kilowatt hour usage, charges, payments and credits as well as other account information, including a final notation that the final unpaid balance of \$***.** was transferred to account number *****-***** (the Locust Account). The Company denies that Complainant has ever been double-charged or overbilled for electric utility service.

35. In further answer to paragraph B, as to the allegation regarding "double charges for budget billing," although Complainant does not elaborate, the Company believes Complainant is most likely referring to a Budget Bill Settlement amount of \$***.** charged as part of Complainant's December 14, 2009 bill, and a Budget Bill Settlement Amount of \$***.** charged as part of Complainant's February 15, 2010 bill. Both these charges are accurate, explained as follows:

- a. On December 14, 2009, in accordance with its budget billing tariffs, the Company added the Budget Bill Behind Amount (the amount by which the actual cost of Complainant's electric utility service exceeded the budget bill amounts previously billed to Complainant) as of that date, \$***.**, to the amount charged for electric utility service from November 11, 2009 through December 13, 2009, \$***.**, and the total, \$***.**, was denoted as the

“Budget Bill Settlement” portion of Complainant’s December 14, 2009 bill, which totaled \$***.**.

- b. In January, 2010, budget billing on the Lansdowne Account resumed, but the monthly budget bill amount was adjusted upward to \$**.** per month.
- c. The actual amount charged for electric utility service from December 13, 2009 to January 14, 2010 was \$***.**, resulting in a Budget Bill Behind Amount on January 15, 2010 of the difference, \$***.**.
- d. On February 15, 2010, because Complainant had not paid the prior balance on her last three months’ electric utility bills, her account was removed from budget billing, the Budget Bill Behind Amount of \$***.** was added to the amount charged for electric utility service from January 14, 2010 to February 14, 2010, \$***.**, and the total, \$***.**, was denoted as the “Budget Bill Settlement” portion of Complainant’s February 15, 2010 bill, which totaled \$***.**.

36. In paragraph C of the Complaint, by way of relief, Complainant requests that the Company, “accurately credit Complainant for payment in January 2010[.]” The Company denies the allegation that it has not accurately credited Complainant for a payment and affirmatively states that it did credit Complainant for her January 11, 2010 payment of \$**.**. This request for relief should be denied.

37. Paragraph D of the Complaint asks the Commission to hold itself “accountable for damages” and makes allegations against the Commission in support of the request for relief. As paragraph D of the Complaint makes no allegations and requests no relief that involves the Company, the Company makes no response.

38. In paragraph E of the Complaint, by way of relief, Complainant requests that the Company be held, “accountable for damages, if any incurred due to failure to acknowledge automatic 20-day stay for (Case no. 13-47389).” The Company believes Complainant is referring to the petition in bankruptcy filed by Complainant on August 13, 2013. The Company has acted in accordance with all applicable laws and regulations with regard to this filing. This request for relief should be denied. In any event, the Commission cannot hold the Company, “accountable for damages.” The Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, is not a court, and has no power to award damages

or pecuniary relief. *American Petroleum Exchange v. Public Service Commission*, 172 S.W.2d 952, 955 (Mo. 1943); *State ex rel. Fee Fee Trunk Sewer, Inc. v. Litz*, 596 S.W.2d 466 (Mo. App. W.D. 1980).

39. The following attorneys should be served with all pleadings in this case:

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WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order dismissing the Complaint, or in the alternative, setting the matter for hearing.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 12th day of September, 2013.

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**EXHIBITS A and B ARE
HIGHLY CONFIDENTIAL IN THEIR ENTIRETY**