

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

Craig Mershon,	)	
Complainant,	)	
	)	
vs.	)	Case No: EC-2013-0521
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

**EXPEDITED RESPONSE TO COMPLAINANT’S LETTER**

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Expedited Response to Complainant’s Letter states as follows:

1. On September 10, 2013, the Commission received and filed a letter from Complainant bearing the date August 30, 2013 (the “Letter”).
2. By its order, issued and effective September 10, 2013, the Commission ordered Ameren Missouri to file an expedited response to the Letter, setting forth the current status of Complainant’s account, including compliance with any payment agreement, any disputed amounts, and any undisputed amounts.
3. Any allegations of the Letter not specifically admitted herein by the Company should be considered denied.

**Current Status Of Complainant’s Account**

4. To date, Complainant owes the Company \$\*\*\*.\*\*. This amount is broken down as follows:
  - a. \$\*\*\*.\*\* prior past due balance in dispute in this Complaint<sup>1</sup>. This reflects amounts billed for electric utility service rendered through May 22, 2013. This amount has been suspended from collection activity but is included in the prior balance and amounts due line items in Complainant’s monthly bills.
  - b. \$\*\*.\*\* delinquent past due balance not in dispute. This balance has accrued because Complainant has consistently failed to pay the full amount due for

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<sup>1</sup> In his various pleadings in this Complaint, Complainant has rounded down to \$\*\*\*.\*\*.

electric utility service rendered after May 22, 2013. This amount is calculated as follows: \$\*\*\*.\*\* total bill issued July 24, 2013, less \$\*\*\*.\*\* disputed amount, less \$\*\*.\*\* payment received August 1, 2013, less \$\*\*.\*\* payment received September 12, 2013, equals \$\*\*.\*\*. To assist the Commission, the Company has attached hereto as **Exhibit A**, an Account Activity Statement for Complainant's account, which details dates of service, amounts billed to Complainant, bill due dates, and amounts paid, among other information.

- c. \$\*\*.\*\* past due balance not in dispute. This amount was due September 5, 2013, and *will be* delinquent if not paid by September 15, 2013. This amount is calculated as follows: \$\*\*\*.\*\* total bill issued August 21, 2013, less \$\*\*\*.\*\* disputed amount, less \$\*\*.\*\* September 12, 2013 payment, less \$\*\*.\*\* delinquent past due balance equals \$\*\*.\*\*.

5. Complainant is not in threat of disconnection at this time. The Company admits that through an unintentional oversight, it failed to immediately suspend the \$\*\*\*.\*\* in dispute when the Complaint was filed on June 13, 2013. As a result, erroneous disconnect notices were automatically mailed to Complainant on August 22, 2013 and August 27, 2013 which stated that if Complainant failed to pay \$\*\*\*.\*\* (the disputed \$\*\*\*.\*\* plus \$\*\*.\*\* then delinquent and *not* in dispute) by September 9, 2013 his service would be disconnected for nonpayment. As soon as the Company realized on August 29, 2013 that the disputed amount had not been suspended and that disconnect notices had been sent, the Company voided the disconnect notices and immediately suspended the \$\*\*\*.\*\* from collection activity. On information and belief, Complainant was personally advised that same day, by Staff counsel, that the disconnect notices had been voided, the \$\*\*\*.\*\* had been suspended from collection activity, and that Complainant could disregard the August disconnect notices.

#### **Compliance with Any Payment Agreement**

6. At paragraph 5 of the Letter, Complainant alleges that, "...an agreement was made and the agreement was to pay \$\*\*\*.\*\* earlier this summer." The Company denies that it entered into an agreement with Complainant, at any time, under which Complainant agreed to pay \$\*\*\*.\*\* and under which the Company agreed to accept \$\*\*\*.\*\* as payment in full of the amounts Complainant owes to the Company.

7. In further answer, the Company notes that in paragraph 10 of his September 5, 2013 filing labeled “Petition,”<sup>2</sup> Complainant also makes reference to paying \$\*\*\*.\*\*, but therein alleges that he did so through several \*\* payments made pursuant to a Cold Weather Rule agreement with the Company. Therefore, the Company believes that is the payment agreement Complainant is referencing in his Letter.

8. In further answer, as described in greater detail in paragraph 19 of its Answer filed July 15, 2013, a Cold Weather Rule payment agreement regarding Complainant’s account was established in January of 2013, to cover existing arrears of \$\*\*\*.\*\*, but Complainant defaulted on the agreement by failing to pay the amounts due under the Agreement.

9. Subsequent to his default, as described in greater detail in paragraph 19 of its Answer, Complainant failed for several months to pay even his monthly budget bill amount in full, and also failed to pay a budget adjustment charge (reflecting the amount by which the actual charge for the electric utility service he had received exceeded the budget bill amounts billed). It is Complainant’s failure to pay the balance of his defaulted Cold Weather Rule payment agreement, his failure to pay his monthly budget bill amounts in full, and his failure to pay his budget adjustment charge, that resulted in his account balance reaching \$\*\*\*.\*\* as of May 23, 2013.

#### **Disputed Amounts**

10. The amount Complainant has disputed is \$\*\*\*<sup>3</sup>. See page 1, third paragraph of Complainant’s Complaint, filed June 13, 2013; page 7 of Appendix A to Staff’s Report filed August 9, 2013; and paragraph 10 of Complainant’s “Petition” filed September 5, 2013.

#### **Undisputed Amounts**

11. The amounts set forth in paragraphs 4.b and 4.c above, totaling \$\*\*.\*\*, are not the subject of any pending complaint or dispute. Rather, they reflect the amounts billed to Complainant for electric utility service from May 22, 2013 to date, less the partial payments Complainant has made towards his account balance.

12. In further answer, the Company states that 4 CSR 240-13.050(1)(A) permits utilities (provided proper notice is provided) to discontinue service for nonpayment of an *undisputed delinquent charge*. Therefore, the Company does not intend to suspend any future

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<sup>2</sup> Concurrent with this Expedited Response, the Company has filed a separate response to Complainant’s “Petition.”

<sup>3</sup> The Company has suspended \$\*\*\*.\*\*, because that is the exact amount that was due when Complainant filed his Complaint, although he rounded to \$\*\*\*.\*\*.

disconnection action on *undisputed delinquent charges*. As noted in paragraphs 4.b and 4.c, above, to date, Complainant has an undisputed *delinquent* past due balance of \$\*\*.\*\* and an undisputed past due balance of \$\*\*.\*\* that also will become delinquent if not paid by September 15, 2013.

**Complainant's Request for Relief Should Be Denied**

13. In his Letter, Complainant asks that the Company, “stop making threats against [him] regarding [his] high utility bill” and seeks reassurance that he is entitled to relief from alleged “harassment” by the Company “while the hearing process was in order.” The Company denies that it has made any threats to or against Complainant and denies that it has harassed Complainant. As stated in paragraph 5, the disconnect notices that Complainant received in error in August 2013 have been voided, the \$\*\*\*.\*\* has been suspended from any collection activity, and will remain suspended from any collection activity at least until the resolution of this Complaint. The Company regrets this error and took immediate action to correct it. Complainant is not entitled to any other relief regarding future disconnect notices.

14. To the extent Complainant's requests may be read as a request that the Company be ordered not to issue disconnect notices to Complainant for *delinquent past due balances that are not in dispute*, these requests should be denied. 4 CSR 240-13.070(7), which permits dismissal of complaints for failure to pay the amount of a bill that is not in dispute, evidences the Commission's view that complainants are required to pay their current bills while a complaint is pending. Consistent therewith, 4 CSR 240-13.050(1)(A) permits utilities (provided proper notice is provided) to discontinue service for nonpayment of an *undisputed delinquent charge*.

WHEREFORE, the relief requested in Complainant's Letter should be denied.

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing Expedited Response to Complainant's Letter was served on the following parties via electronic mail (e-mail) or via regular mail on this 12<sup>th</sup> day of September, 2013.

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**EXHIBIT A IS  
HIGHLY CONFIDENTIAL IN ITS ENTIRETY**