

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

Jill Covington Beatty,)	
Complainant,)	
)	
vs.)	File No: EC-2019-0168
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

AMEREN MISSOURI’S POST-HEARING BRIEF

COMES NOW Union Electric Company d/b/a Ameren Missouri (the “Company”) and respectfully submits its post-hearing brief.

Introduction and Procedural Background

“Complaint may be made by...any...person by petition or complaint in writing, setting forth any act or thing done or omitted to be done by any...public utility...in violation...of any provision of law, or of any rule or order or decision of the commission...[.]”¹ A complainant has the burden of proving that the Company violated a statute, rule, order or Commission-approved tariff.² The complainant must prove the violation by a preponderance of the evidence—that it is more likely than not.³

¹ §386.390.1 RSMo (2016).

² *State ex rel. GS Technologies Operating Co., Inc. v. Pub. Serv. Comm’n of State of Mo.*, 116 S.W.3d 680, 693 (Mo. Ct. App. 2003).

³ *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). *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).

Complainant Jill Covington Beatty previously made two complaints against the Company. File Nos. EC-2010-0142 (the “2010 complaint”) and EC-2017-0198 (the “2017 complaint”), which were revived in this File No. EC-2019-0168 (the “*Complaint*”).⁴

Ameren Missouri filed its answer to the *Complaint*, restating by reference all its admissions, denials, allegations of fact and affirmative defenses set forth in its prior answers to the 2010 complaint and to the 2017 complaint when originally filed, as well as adding additional allegations of fact.⁵

In the meantime, Staff investigated the *Complaint*. Staff did not find any violations by the Company of any applicable statutes, Commission rules, or Commission-approved tariffs related to the *Complaint*.⁶

The Commission set the *Complaint* for an evidentiary hearing, ordered the parties to pre-file testimony, and ordered Staff to consult with the parties and take the lead in preparing and filing a list of issues.⁷ Staff and the Company pre-filed testimony, but Ms. Beatty did not.⁸ Staff and the Company participated in developing the List of Issues filed by Staff, but Ms. Beatty advised Staff that she was not interested in discussing a list of issues.⁹

The evidentiary hearing was held on April 23, 2019. Testimony and other evidence was offered through the direct and cross-examination testimony of three witnesses: Ms. Beatty; the Company’s witness Ms. Aubrey Krcmar, who is Ameren Missouri’s Regulatory Liaison; and Staff’s witness Ms. Contessa King, who is the Manager of the Customer Experience Department of the Missouri Public Service Commission. The regulatory law judge and Commissioner Coleman examined the witnesses, as well. Following the evidentiary hearing, the Commission ordered Ameren Missouri to file a principal brief, and specified that all parties’ principal briefs: *shall* address the issues set out in the *List of Issues, Order of Witnesses and Order of Cross Examination*; *may* address other issues deemed material; identify the statutes, regulations and/or

⁴ *Complaint* (December 5, 2018), EFIS Item 1. Ms. Beatty’s complaints filed in EC-2010-0142 and EC-2017-0198 are two of the five separate documents that make up EFIS Item 1.

⁵ *Answer, Affirmative Defenses and Motion to Dismiss (Public and Confidential)* (January 4, 2019) EFIS Item 5.

⁶ *Staff Report (Public and Confidential)*, later admitted into evidence as Staff’s Ex. 1.

⁷ *Order Setting Procedural Schedule* (February 27, 2019), EFIS Item 11.

⁸ *Testimony of Contessa King* (Public and Confidential) (April 9, 2019), EFIS Item 17; *Rebuttal Testimony of Aubrey M. Krcmar* (Public and Confidential) (April 9, 2019) EFIS Item 18.

⁹ *List of Issues, Order of Witnesses, and Order of Cross-Examination* (Public and Confidential) (“*List of Issues*”) (April 16, 2019) EFIS Item 19.

tariffs material to the Commission’s jurisdiction and provide the rule(s) or decision with respect to the issues; and “[w]here the resolution of any issue requires mathematical computation(s), the brief shall set out the computation completely and in exact detail and cite to any supporting evidence of record, i.e., “show your work.””¹⁰

I. List of Issues

1. Did the Company overcharge Complainant with regard to her account for service to *** [REDACTED] *** (“Midway”), by continuing to charge her for service after she closed the account?
2. If so, does the Company owe her a refund because she paid the amount she was overcharged?
3. Did the Company overcharge Complainant with regard to her account for service to *** [REDACTED] *** (“Cape Meadows”) by failing to apply an energy assistance payment made toward the account?
4. If so, did the Company’s failure to apply the energy assistance payment result in the Company improperly transferring an incorrect account balance to her account for service to *** [REDACTED] *** (“3rd Street/Caruthersville”)?
5. If the Company failed to apply the energy assistance payment, did it also result in the Company improperly charging her a deposit?
6. Has the Company credited to Complainant’s 3rd Street/Caruthersville account all amounts for which she is entitled to a credit?
7. May the Commission award Complainant damages?¹¹

II. Argument

Issue 1. Did the Company overcharge Complainant with regard to her account for service to Midway, by continuing to charge her for service after she closed the account?

Ms. Beatty’s 2010 complaint involved an account for residential electric service to Ms. Beatty at Midway, and Ms. Beatty’s allegation that the Company overcharged her ***\$ [REDACTED]*** on the Midway account by continuing to charge her for service there after she

¹⁰ *Order Concerning Briefs* (April 24, 2019), EFIS Item 20. The Company has attempted to set forth all relevant computations.²⁰

¹¹ *List of Issues*.

closed the account.¹² For that reason, Issues 1 and 2, involving the allegations of the 2010 complaint, were included by Staff and Ameren Missouri in the *List of Issues* to be addressed at the evidentiary hearing. At the evidentiary hearing, however, Ms. Beatty initially indicated that she did *not* want to address the 2010 complaint, and by way of explanation, she advised the regulatory law judge that she had previously come up to the Commission to get that straight, and the Commission had understood that she was right and Ameren Missouri was wrong, but the complaint was dismissed for some reason. She guessed that the reason for dismissal was Ameren Missouri's failure to appear at a scheduled hearing.¹³ In response, at the beginning of Ameren Missouri's case in chief, its counsel asked the Commission to take official notice of the orders by which the Commission had dismissed the 2010 complaint and the 2017 complaint without prejudice. At that point, Ms. Beatty indicated that she *did* want the Commission to consider her 2010 complaint in this proceeding.¹⁴ However, Ms. Beatty failed to present any evidence whatsoever regarding Issues 1 or 2.

Although Ameren Missouri does not bear the burden of proof, the Company presented uncontroverted evidence that it did not overcharge Ms. Beatty for service to Midway by continuing to charge her for service after she closed the account. The Company's evidence on this issue is detailed in the *Rebuttal Testimony of Aubrey M. Krcmar*, admitted into evidence as Am. MO Ex. 1C.¹⁵

In her 2010 complaint, Ms. Beatty alleged that the Company overcharged her by continuing to charge her for service to Midway after she closed the account in 1996. In support of her allegation, Ms. Beatty attached an exhibit to her 2010 complaint that included photocopies of a Company "bill screen" and a Company disconnection notice for Midway.¹⁶ That same exhibit was admitted into evidence as part of Staff Ex. 1, *Testimony of Contessa King*.¹⁷ The

¹² See, Complaint date-stamped Nov. 5, 2009 (the "2010 complaint"), attached to the *Complaint*.

¹³ Transcript, EC-2019-0168 Vol. I, Evidentiary Hearing (April 23, 2019) EFIS Item 21 ("Tr.") p. 20, l. 18-p. 21, l. 19; p. 23, l. 5-13.

¹⁴ Tr. p. 65, l. 25-p. 68, l. 10; EC-2010-0142, *Order Dismissing Complaint Without Prejudice*, EFIS Item 24; EC-2017-0198, *Notice Acknowledging Dismissal of Complaint and Closing Case*, EFIS Item 38. Contrary to Ms. Beatty's surmise, the *Order Dismissing Complaint Without Prejudice* specifies that it was Ms. Beatty's failure to show cause for *her* failure to appear at a second prehearing conference that led to the dismissal of her 2010 complaint.

¹⁵ Tr., p. 70, l. 2-p. 71, l. 19

¹⁶ See 2010 Complaint, paragraph 2, "I paid this account and close[d] it in year 1996."

¹⁷ Tr. p. 56, l. 24-p. 58, l. 15; See Schedule 1 to Schedule 5 to Staff Ex. 1.

Company's witness Ms. Krcmar worked in the Company's customer service department for seventeen years, including as a supervisor, prior to moving to her current Regulatory Liaison position. In both positions, Ms. Krcmar has become very familiar with the Company's methods of doing business, especially as to residential electric service, and has acquired technical and specialized knowledge with respect to the Company's billing practices and customer service protocols.¹⁸ Ms. Krcmar reviewed Ms. Beatty's exhibit, and explained that in fact, detail in the bill screen and the disconnect notice prove that Ms. Beatty's Midway account was not closed until December 3, 1997. The disconnection notice was dated "11/10/97," demonstrating that Ms. Beatty was still receiving service to Midway as of that date (albeit under threat of disconnection), and it specified that her service would not have been disconnected for nonpayment until on or after November 21st, 1997 (if no payment was received). The notice also acknowledged receipt of a payment on "10/23/97" of ***\$[REDACTED]***. Moving to the bill screen, she noted that the October 1997 payment amount and date were reflected there, as well, under the center "PRIOR PMTS/ADJS" column, in an entry which reads "10/23...100.00." Portions of the bill screen also read "SERV 11/17 TO 12/03" and "LAST BILL INFO." Ms. Krcmar testified that, read together, the details from these two records reflect that service to Midway in Complainant's name continued beyond 1996 and in fact did not terminate until December 3, 1997.¹⁹

Because the account records show that Ms. Beatty continued to receive service to Midway through December 3, 1997, Ms. Beatty failed to prove her Issue 1 allegation.

Issue 2. If so, does the Company owe her a refund because she paid the amount she was overcharged?

Since the answer to Issue 1 is "no," Issue 2 would not need to be addressed. However, to ensure clarity, the Company explains why Ms. Beatty is not owed a refund. Ms. Beatty alleged in her 2010 complaint that she only owed ***\$[REDACTED]*** on her Midway account, but was charged ***\$[REDACTED]***, which she paid, such that she was entitled to a refund of her ***\$[REDACTED]*** overpayment.²⁰ As noted above, at hearing, Ms. Beatty presented no evidence on this issue.

¹⁸ Am. MO Ex. 1C, p. 1, l. 4-22.

¹⁹ Id., p. 3, l. 8-p. 4, l. 12.

²⁰ See, 2010 Complaint, paragraphs 2 and 3: "I paid Ameren UE ***[REDACTED]*** a[n] overpayment...the amount was only ***\$[REDACTED]***, not ***[REDACTED]***...[.]"

Nor does Ms. Beatty's exhibit prove her allegation that she only owed ***\$[REDACTED]*** and was therefore entitled to a refund for an overpayment of ***\$[REDACTED]***. Ms. Krcmar testified that although Ms. Beatty appeared to have tallied some figures on the bill screen, and made a handwritten note, "***\$[REDACTED]*** Balance Due," the column of numbers above the handwritten figure does not total ***\$[REDACTED]***, and even if it did, it would be incorrect to use that column of numbers, in isolation, to determine what Ms. Beatty owed on her Midway account. This is because the column only reflects prior payments and adjustments, not prior charges, which would have been detailed on a different screen in the Company's old mainframe computer system. As to what Ms. Beatty owed on the Midway account after it closed, Ms. Krcmar testified that the bill screen for the Midway account actually showed that: as of December 3, 1997, Complainant owed ***\$[REDACTED]*** (per the total stated at the bottom of the left hand "LAST BILL INFO" column); subsequently, on January 6, 1998, a ***\$[REDACTED]*** payment was received (per the top entry in the "PRIOR PMTS/ADJS" column); after applying that payment (***\$[REDACTED]***) the balance was ***\$[REDACTED]***; as of May 21, 1998, the unpaid balance of ***\$332.06*** remained unpaid (per center right "CURRENT PMTS/ADJS" column); and the unpaid balance was charged off (per the "C-O BAL ***\$[REDACTED]***" notation above the "LAST BILL INFO" column), meaning it was sent to collections.²¹

Ms. Krcmar further testified that the ***\$[REDACTED]*** outstanding balance was later transferred to a subsequent account in Ms. Beatty's name, for service to ***[REDACTED]*** ("Schott Road").²² In support, Ms. Krcmar pointed to the photocopied bill for Schott Road that was also included on Ms. Beatty's exhibit. The bill reflects that on June 9, 2003, the Company billed Ms. Beatty ***\$[REDACTED]***, which per the bill detail included the ***\$[REDACTED]*** transferred balance from the Midway account, as well as ***\$[REDACTED]*** in current charges (***\$[REDACTED]*** plus a ***\$[REDACTED]*** late fee less a ***\$[REDACTED]***

²¹ Am. MO Ex. 1C, p. 4, l. 13-p. 5, l. 9.

²² Although the 2010 complaint did not specifically take issue with the transfer of the Midway balance to Schott Road, the transfer implicates Commission Rule 4 CSR 240-13.050(2)(B). For the sake of completeness, the Company will briefly address that rule. It provides that a utility may, "transfer and bill any unpaid balance to any other residential service account of the customer...[.]" In addition, Union Electric Company Electric Service Tariff No. 131.1, General Rules and Regulations, V. Billing Practices, F. Transfer of Balances, provides, "In the event of disconnection or termination of service at a separate customer metering point, premise or location, Company may transfer any unpaid balance to any other service account of the customer having a comparable class of service." Tariff No. 131.1 was admitted into evidence as Am. MO. Ex. 4; Tr. p. 73, l. 11-p. 75, l. 9. Therefore, the Company was permitted to transfer the outstanding balance from Midway to Ms. Beatty's Schott Road account.

credit) for service to Schott Road, for a total bill of ***\$[REDACTED]***, due June 19, 2003.²³ Ms. Krcmar testified that this was not an overcharge because Ms. Beatty still owed the Company the outstanding balance of ***\$[REDACTED]*** for Midway, and owed ***\$[REDACTED]*** for service to Schott Road, which together equaled the ***\$[REDACTED]*** the Company billed her.²⁴

Had the Company overcharged Ms. Beatty, then per Commission Rule 4 CSR 240-13.025(1), the Company would have been obliged to make a billing adjustment. That rule specifies:

For all billing errors, the utility will determine from all related and available information the probable period during which the conditions causing the errors existed and shall make billing adjustments for that period as follows: (A) In the event of an overcharge, an adjustment shall be made for the entire period that the overcharge can be shown to have existed not to exceed sixty (60) consecutive monthly billing periods, or twenty (20) consecutive quarterly billing periods, calculated from the date of discovery, inquiry or actual notification of the utility, whichever comes first[.]

Because the Company did not overcharge her, however, it did not need to make a billing adjustment and therefore did not violate the above rule.

Ms. Beatty's exhibit to the 2010 Complaint also included a copy of a pay station receipt, which Ms. Krcmar testified showed that Ms. Beatty paid the ***\$[REDACTED]*** she owed the Company, on June 12, 2003. Similar to the overcharge issue, because the payment was for the amount she owed, it was not an overpayment, and the Company does not owe Ms. Beatty a refund of that amount.²⁵

After Staff's investigation in 2010, Staff also determined that Ms. Beatty had a past due amount of ***\$[REDACTED]*** on her Midway account that was subsequently transferred in to her Schott Road account, that the past due amount was combined with current charges on her Schott Road account resulting in a ***\$[REDACTED]*** bill, and that Ms. Beatty paid that bill in full on June 16, 2003.²⁶ Staff concluded that the evidence provided by Ms. Beatty supported the accuracy of the Company's records, and that the Company was not in violation of the above-cited billing adjustment rule.²⁷ In 2019, after a thorough re-investigation, Staff again reported that it did not

²³ Id. p. 5, l. 10-20.

²⁴ Id. p. 6, l. 6-11.

²⁵ Id. p. 6, l. 12-24.

²⁶ Staff Ex. 1; See Appendix A to Schedule 5, pp. 3-4.

²⁷ Id., p. 4

discover any violation of applicable statutes, Commission rules, or the Company's Commission approved tariffs as they relate to the issues raised by Ms. Beatty, and concluded that "there is no indication Ms. Beatty was overcharged or that the Company is currently overcharging her."²⁸

Issue 3. Did the Company overcharge Complainant with regard to her account for service to Cape Meadows by failing to apply an energy assistance payment made toward the account?

In Ms. Beatty's 2017 complaint, she alleged that her rights were violated on a closed account in 2015 and 2016, because she paid her bill but the Company kept putting charges on the account.

At hearing, Ms. Beatty described first that in 2016, she moved to Caruthersville, and before she could get her services turned on, Ameren Missouri advised that her that she had a "large bill for an amount of ***\$[REDACTED]*** and some dollars." Ms. Beatty testified that she believed that energy assistance had already paid that bill, but rather than argue with Ameren Missouri, she paid the bill in full.²⁹ On examination by the regulatory law judge, Ms. Beatty clarified that the energy assistance she received, and the billing dispute about it, related to a prior account for service to a Cape Meadows, Cape Girardeau address.³⁰ Ms. Beatty received electric service from the Company at Cape Meadows beginning on June 6, 2012.³¹ She testified that she received energy assistance that applied to service at Cape Meadows in 2014 and it paid her entire bill,³² however, Ameren Missouri accused the energy assistance program of not having paid the bill, so Ms. Beatty had to get the document to prove that she had received the energy assistance.³³

Ms. Beatty offered a copy of the document into evidence, and it was received and marked Complainant's Exhibit 16.³⁴ Ex. 16 reflects that "PER AMERENS WEBSITE...MIN DUE IS

²⁸ Staff Ex. 1, Schedule CK-c2, pp. 1, 3.

²⁹ Tr. p. 24, l. 12-21.

³⁰ Id. p. 30, l. 9-25.

³¹ Am. MO Ex. 1C, p. 7, l. 2-13; p. 8, l. 14-18; *see* Attachment AMK-1 ("AMK-1"), entries dated 2012-06-06 and 2014-03-12.

³² Tr. p.31, l. 25-p. 32, l. 18.

³³ Id., p. 34, l. 2-10.

³⁴ Id. p. 39, l. 10-21.

\$[REDACTED]”; that Ms. Beatty was approved for ***\$[REDACTED]*** in EA (energy assistance) on November 14, 2013; and that a pledge in that amount was made by “G. GIBSON” on that date.

Ms. Beatty testified that Ex. 16 proved that at the time she received the assistance, her utility bill was only ***\$[REDACTED]***³⁵ and the amount of assistance she received was ***\$[REDACTED]***, so she did not understand why Ameren Missouri believed she owed it ***\$[REDACTED]***, especially since Ameren Missouri later admitted to her that it accepted the money.³⁶ Despite the admission, and despite telling Ms. Beatty that the assistance payment was credited toward her account, Ms. Beatty insisted that Ameren Missouri never did credit the money toward her account.³⁷ On the other hand, Ms. Beatty acknowledged that she only received energy assistance at Cape Meadows for one year although she lived there two years, that Ex. 16 was dated 2013, and that Ex. 16 may reflect the only energy assistance that she ever received with respect to her Cape Meadows account.³⁸

On cross-examination by Ms. Beatty, Staff’s witness Ms. King testified that, in regards to the receipt (Ex. 16) for ***\$[REDACTED]*** of energy assistance, Staff found that amount had been pledged to Ms. Beatty’s account on November 14, and that Ameren Missouri *did* apply the amount to Ms. Beatty’s account, on November 29, 2013.³⁹ Upon examination by the regulatory law judge, Ms. King confirmed that the Company had in fact acknowledged receipt of the energy assistance payment on November 29th, 2013, and she saw no evidence during Staff’s examination of the records in the case to indicate that after November 29th, 2013, the Company ever stated it had not received the payment.⁴⁰

Ameren Missouri’s account records are consistent with the information in Exhibit 16. In particular, AMK-1, the Company’s “contacts” log for incoming and outgoing contacts concerning the 3rd St./Cape Meadows account,⁴¹ also reflect that on November 14, 2013, Glenda Gibson from East MO AA made an inquiry about the status of Ms. Beatty’s account, and made a ***\$[REDACTED]*** pledge of energy assistance on the account.⁴²

³⁵ Complainant’s Ex. 16 actually states, in the COMMENTS field: “MIN DUE IS ***\$[REDACTED]***.”

³⁶ Tr.. p. 40, l. 11-p. 41, l. 6.

³⁷ Id.

³⁸ Id. p. 42, l. 1-p. 43, l. 7.

³⁹ Id. p. 63, l. 1-14.

⁴⁰ Id. p. 63, l. 20-p. 64, l. 4.

⁴¹ Am. MO Ex. 1C, p. 8, l. 19-p. 9, l. 8.

⁴² AMK-1, entries date 2014-11-14.

Another Company record pertaining to Ms. Beatty's Cape Meadows account, however, disproves Ms. Beatty's testimony concerning the amount she owed at the time the pledge was made. Attachment AMK-2 ("AMK-2") to Ms. Krcmar's prefiled testimony, an account activity statement for Ms. Beatty's Cape Meadows account reflecting account data such as service charges, bill dates, and payments received,⁴³ shows that as of November 14, 2013 when the pledge was made, ***\$[REDACTED]*** was *not* the total amount due on her account, but was only the amount she had been billed back on September 24, 2013, and which had since fallen into arrears. She had been billed again on October 23, 2013, such that her total bill as of November 14, 2013 time was actually ***\$[REDACTED]***.⁴⁴ Consistent with Ms. King's testimony, and contrary to Ms. Beatty's testimony, AMK-2 also shows that the ***\$[REDACTED]*** pledge payment *was* credited to Ms. Beatty's account by the Company, on November 29, 2013. By that time, however, another bill had issued (on November 22, 2013) and Ms. Beatty's total bill had risen to ***\$[REDACTED]***.⁴⁵ In other words, Ameren Missouri received the pledged funds, and did apply them to Ms. Beatty's account, but by the time they were received, they did not even cover her outstanding balance: ***\$[REDACTED] due less \$[REDACTED] received = \$[REDACTED] still due***.

So how did the ***\$[REDACTED]*** become the "large bill for an amount of ***\$[REDACTED]*** and some dollars" that Ms. Beatty testified about? The Company's records show that Ms. Beatty continued to receive electric service at Cape Meadows up through March 12, 2014, when she called and requested that service there be taken out of her name.⁴⁶ Although Ms. Beatty did not testify as to a specific date that she closed the Cape Meadows account, she did admit, "I left in March, and I closed my account."⁴⁷ Later in her testimony, she stated, "And yeah, I called maybe in March, but no one lived in that apartment in February up to March, so how could a bill be ***\$[REDACTED]***, ***\$[REDACTED]***-and-some dollars, when knowing that apartment was vacant? So how could they keep charging someone a big whopping ***\$[REDACTED]*** a month and no one's in the unit? That's what I'm thinking."⁴⁸ The date Ms. Beatty called and closed the account is what is

⁴³ Am. MO Ex. 1C, p. 9, l. 13-22.

⁴⁴ Id. p. 80, l. 21-22; AMK-2, entry dated 10/23/2013.

⁴⁵ Tr. p. 81, l. 18-25; AMK-2, entry dated 11/22/2013.

⁴⁶ Am. MO Ex. 1C, p. 9, l. 9-12; AMK-1, entries dated 2014-03-12; Tr. p. 111, l. 8-23.

⁴⁷ Tr. p. 118, l. 11-12.

⁴⁸ Tr. p. 139, l. 2-7.

most important, not when she moved out. Union Electric Company Electric Service Tariff No. 103, effective June 30, 2013, General Rules and Regulations, I. General Provisions, G provides:

In applying for electric service from the Company, and receiving such service thereafter, customer shall:...7. Be responsible for payment of all electric service used on customer's premises...until such time as customer notifies Company to terminate service.⁴⁹

Ms. Krcmar testified to the same effect — that the Company does not bill a customer for service provided after the customer has notified the Company that the customer wishes to close the account.⁵⁰ As a result, Ms. Beatty was responsible for service to Cape Meadows through the date in March that she notified the Company that she was terminating service there. In addition, Ms. Krcmar also testified the usage on the account through March 12, 2014 did *not* indicate that the unit was vacant.⁵¹ Despite the usage, no other payments were received on Ms. Beatty's Cape Meadows account between the date the pledge was credited to her account and the date the account was closed.⁵²

No pledges were ever made on the account in 2014, either. As Ms. Krcmar testified, had an energy assistance pledge been made on the account in 2014, it would have been reflected in the contacts for the account (AMK-1), just like the November 14, 2013 pledge was, but there is no 2014 pledge in the contacts. Likewise, had an energy assistance payment been received on the account in 2014, it would have been credited to her account and reflected in the account activity statement for the account (AMK-2), just like the November 29, 2013 payment was, but there is no 2014 payment in the account activity statement, whatsoever.⁵³

As a result, by March 12, 2014, Ms. Beatty's outstanding account balance for Cape Meadows had grown to ***\$[REDACTED]***,⁵⁴ calculated as follows⁵⁵:

⁴⁹ The Commission may take official notice of the tariff although it was not offered and admitted into evidence during the proceeding. Per §536.070(6) RSMo, an administrative agency may take official notice of all matters of which courts take judicial notice, and courts may take judicial notice of the laws of this state, including tariffs filed with and approved by the Commission, which are a matter of public record. *Central Controls Co., Inc. v. A T & T Inf. Sys., Inc.*, 746 S.W.2d 150, 153 (Mo. Ct. App. E.D. 1988).

⁵⁰ Tr. p. 113, l. 11-21.

⁵¹ Id. p. 116, l. 6-p. 118, l. 7.; See, e.g., Staff Ex. 1, Schedule 2 to Schedule 6, Usage column, entries reflecting usage: 12/26/2013 (usage from November 21 to December 25, 2013 was 1669 kW), 01/27/2014 (usage from December 25, 2013 to January 26, 2014 was 1943 kW), 02/25/2014 (usage from January 26 to February 24, 2014 was 1684 kW), and 03/14/2014 (usage from February 24 to March 12, 2014 was 349 kW).

⁵² Tr. p. 82, l. 4-15; AMK-2, payments/credits column reflects no payments other than the ***\$[REDACTED]*** energy assistance, between 11/29/2013 and 03/12/14.

⁵³ Am. MO Ex. 1C, p. 11, l. 7-20.

⁵⁴ Tr. p. 82, l. 16-19.

⁵⁵ AMK-2, entries dated 09/24/2013 – 03/14/2014.

<u>Date</u>	<u>Charges</u>	<u>Payments/credits</u>	<u>Balance</u>
09/24/2013			
10/21/2013			
10/23/2013			
11/22/2013			
11/29/2013			
12/20/2013			
12/26/2013			
01/24/2014			
01/27/2014			
02/24/2014			
02/25/2014			
03/14/2014			

In sum, Ms. Beatty's balance at the date her Cape Meadows account was closed was ***\$****; not because the Company overcharged her by failing to apply an energy assistance payment toward her account, but because despite applying the ***\$**** energy assistance payment, the payment did not even cover her entire account balance at the time it was received, and she continued to receive service for three and a half more months, without making any payments.

Because the Company did not overcharge her, it did not violate Commission Rule 4 CSR 240-13.025(1) (cited in discussion of Issue 2, above).

Issue 4. If so, did the Company's failure to apply the energy assistance payment result in the Company improperly transferring an incorrect account balance to her account for service to 3rd Street/Caruthersville?

Since the answer to Issue 3 is "no," Issue 4 would not need to be addressed. However, to ensure clarity, the Company explains that it did not improperly transfer the ***\$**** Cape Meadows account balance. As noted above, in Ms. Beatty's 2017 complaint, she alleges the Company violated her rights on a closed account for the year 2015 and 2016. Staff's

characterization of that complaint was that it “concern[ed] Complainant Jill Beatty’s dispute against Ameren Missouri (“Company”) regarding a transferred bill in the amount of ***\$[REDACTED]*** from a prior address located at [Cape Meadows]” and that it originated when Ms. Beatty filed her informal complaint requesting that staff investigate the transferred bill.⁵⁶ As to the first part of Issue 4, as explained in Issue 3, the Company properly applied the energy assistance payment to Ms. Beatty’s Cape Meadows account, and the remaining account balance was in fact ***\$[REDACTED]***.

Just over a couple of years later, on May 20, 2016, Ms. Beatty called the Company and requested service to 3rd Street/Caruthersville. The Company began providing service there in her name as of that date.⁵⁷ Because the ***\$[REDACTED]*** balance from Cape Meadows remained unpaid,⁵⁸ the Company advised Ms. Beatty that it was going to transfer the unpaid balance to her new 3rd Street/Caruthersville account.⁵⁹ The Company’s record regarding this contact is consistent with Ms. Beatty’s testimony that before she could get services in Caruthersville turned on, “Ameren had a large bill for an amount of ***\$[REDACTED]** and some dollars.”⁶⁰

The Company transferred the ***\$[REDACTED]*** from Cape Meadows to 3rd Street/Caruthersville on May 23, 2016.⁶¹

The amount transferred was proper, and the transfer itself did not violate any statute, rule, order or Commission-approved tariff. The transfer was specifically authorized both by Commission Rule and Commission-approved Company tariff. Commission Rule 4 CSR 240-13.050(2)(B) provides that a utility may, “transfer and bill any unpaid balance to any other residential service account of the customer...[.]” In addition, Union Electric Company Electric Service Tariff No. 131.1, General Rules and Regulations, V. Billing Practices, F. Transfer of Balances, admitted into evidence as Am. MO Ex. 4,⁶² provides, “[i]n the event of disconnection or termination of service at a separate customer metering point, premise or location, Company

⁵⁶ Staff Ex. 1, Schedule 6, p. 1.

⁵⁷ Am. MO Ex. 1C, p. 11, l. 22-p. 12, l. 11; Attachment AMK-4 (“AMK-4”), Billing Period entry dated 06/10/2016 reflects service from 05/20/16-06/09/16.

⁵⁸ Tr. p. 85, l. 5-10; AMK-2, entries dated 03/14/2014, 04/29/2014 and 05/23/2016.

⁵⁹ Am. MO Ex. 1C, Attachment AMK-3 (“AMK-3”), entries dated 2016-05-20; Tr. p. 84, l. 17-p. 85, l. 4.

⁶⁰ Tr. p. 24, l. 12-19.

⁶¹ Compare AMK-2 and AMK-4, entries dated 05/23/2016.

⁶² Tr. p. 73, l. 11-p. 75, l. 4.

may transfer any unpaid balance to any other service account of the customer having a comparable class of service.”

In its investigation of this *Complaint*, Staff reviewed all its files associated with the 2010 and 2017 complaints, and concurred with prior Staff findings in those complaints.⁶³ In particular, following its 2017 investigation, Staff concluded that Ameren Missouri complied with Tariff 131.1.F “when the Company transferred the ***\$[REDACTED]*** unpaid balance from the Cape Girardeau property [Cape Meadows] to her current account [3rd Street/Caruthersville].”⁶⁴

Issue 5. If the Company failed to apply the energy assistance payment, did it also result in the Company improperly charging her a deposit?

As explained in Issues 3 and 4, the Company properly applied the energy assistance payment to Ms. Beatty’s Cape Meadows account. As to the deposit, at paragraph 8 of her 2017 complaint, Ms. Beatty alleged that she was charged, “a deposit that I shouldn’t have [been charged] and was charged deposit about four times.” At hearing, Ms. Beatty testified similarly, “[T]hey also put a deposit on my account, said I had to pay a deposit. How could you pay a deposit when you paid the bill in full? So why would I need to pay a deposit? And the deposit went on for four years, and every month my bill would be five to six hundred dollars a month, and they also put deposit charges on there, and those deposit charges last[ed] for four years.”⁶⁵

The Company did not improperly charge Ms. Beatty a deposit. At the same time that the outstanding balance was transferred in, the Company sent Ms. Beatty a letter advising that there would also be a deposit applied to her 3rd Street/Caruthersville account.⁶⁶ A few days after the letter was sent out, Ms. Beatty made two calls to the Company, inquiring about her account balance, and the deposit.⁶⁷ The contacts regarding both calls reflect that the Company representatives attempted to explain Ms. Beatty’s balance and the deposit. During the second May 27, 2014 call, a recording of which was admitted into evidence as Am. MO Ex. 7C, Ms. Beatty can be heard asking the Company representative why she was being charged a deposit. The representative reviewed the account and advised that it was charged because when the 3rd

⁶³ Staff Ex. 1C, Schedule CK-c2, p. 3.

⁶⁴ Staff Ex. 1C, Schedule 6, p. 6.

⁶⁵ Tr. p. 24, l. 23-p. 25, l. 4; *see* similar testimony at Tr. p. 114, l. 2-18.

⁶⁶ Tr. p. 85, l. 17-20; AMK-4, entry dated 2016-05-23.

⁶⁷ AMK-3, entries dated 2016-05-27.

Street/Caruthersville account was set up, Ms. Beatty had a past due balance and started new service.⁶⁸

The Company did not violate any statute, rule, order or Commission-approved tariff when it charged Ms. Beatty a deposit. Deposits are authorized by Commission Rule and Commission-approved Company tariff. Commission Rule 4 CSR 240-13.030(1)(A) expressly permits a utility to require a deposit as a condition of providing new residential service under certain conditions, including when: “the applicant has a past-due bill, which accrued within the last five (5) years and, at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service.” Likewise, the Company’s Union Electric Company Electric Service Tariff No. 139, General Rules and Regulations, VI. Deposit Practices, A. Residential Customers, 1. Deposit Requirements for Initial Service, admitted into evidence as Am. MO Ex. 5,⁶⁹ provides, “The Company may, as a condition of furnishing service initially, require any applicant for residential service to make a cash deposit or furnish a written guarantee of a responsible party, due to any of the following: a. The applicant has an unpaid bill, which accrued within the last five (5) years and at the time of the request for service, remains unpaid and not in dispute with a utility for the provision of the same type of service[.]”

At the time Ms. Beatty established new residential service in her name at 3rd Street/Caruthersville, she had an unpaid bill for residential service (her ***\$[REDACTED]*** final bill from Cape Meadows) that had accrued within two years and two months of the date she requested service at 3rd Street/Caruthersville, that remained unpaid. The Company’s contacts records entered when the 3rd Street/Caruthersville account was set up specifically indicate that Ms. Beatty was advised of a balance that would be transferring in.⁷⁰ Those records do not indicate that Ms. Beatty disputed that balance. This is consistent with Ms. Beatty’s own testimony—that before she could get service turned on, Ameren Missouri advised her that she

⁶⁸ Am. MO Ex. 7C. At 2:20 min. Ms. Beatty and the representative also discussed the final bill at Cape Meadows, and that the 2013 energy assistance payment had been applied to that account, that Ms. Beatty believed she had applied for additional energy assistance, but that the Company never received any energy assistance pledge in 2014, and never received a customer payment or pledge after the November 2013 energy assistance payment was received. At around 2:47 min., Ms. Beatty states, “I think I left February of 2014.” At 3:44 min., the advisor reviews the contacts and explains that Ms. Beatty called on March 12, 2014 at 2:05 p.m. to close the account. At 7:46 min., Ms. Beatty also states, “My bill shouldn’t have been ***\$[REDACTED]***, I closed the account in March.”

⁶⁹ Tr. p. 75, l. 12-p. 77, l. 17.

⁷⁰ AMK-3, entry dated 2016-05-20 at 3:05 titled, “Connect Issued.”

had a large bill, and while she didn't see how Ameren Missouri could claim she owed "about some ***\$[REDACTED]*** and some dollars[,] I didn't argue with them."⁷¹

As to Ms. Beatty's allegation that she was charged a deposit about four times, Ms. Krcmar explained that Ms. Beatty was charged a single ***\$[REDACTED]*** deposit, which was broken into *three* equal monthly *installments*.⁷² In other words, Ms. Beatty was not charged the same deposit three, let alone four, times, but was charged a single deposit in three installments.⁷³ Nor did the deposit charges last four years, as Ms. Beatty testified. As explained more fully in Issue 6, below, payments made on Ms. Beatty's account were applied according to a Company payment posting sequence tariff, with the result that as of payment received in early November, 2016, ***\$[REDACTED]*** of the total ***\$[REDACTED]*** deposit charge had been paid, but ***\$[REDACTED]*** of the deposit charge remained to be paid. That remaining unpaid portion of the deposit charge was automatically cancelled when energy assistance was pledged to Ms. Beatty's account on November 16, 2016. From that point on, the portion of the deposit that had actually been paid was held by the Company until the deposit was eligible to be credited or refunded, which occurred in June of 2018.⁷⁴

Issue 6. Has the Company credited to Complainant's 3rd Street/Caruthersville account all amounts for which she is entitled to a credit?

At paragraph 6 of Ms. Beatty's 2017 complaint, she stated that she would, "like to have all my money back that Ameren has taken from my account." In the first place, Ms. Beatty is not entitled to a credit for any amounts the Company has been paid for electric service it provided to her, because its charges for that service were proper and to the extent the Company has received payment, the amounts collected belong to the Company.⁷⁵

⁷¹ Tr. p. 24, l. 12-20; *see* similar testimony, Tr. p. 151, l. 7-10.

⁷² Am. MO Ex. 1C, p. 13, l. 11-20. *See also*, information provided via email by Company representative Debra Bailey to Staff's investigator Betsy Huhn, attached to Staff's 2017 report, Staff Ex. 1, Schedule 6: "On 5/23/16 a letter was mailed advising Ms. Beatty a deposit in the amount of ***\$[REDACTED]*** (twice the average bill) has been assessed as a security deposit and will bill in 3 installments." The deposit charged was actually less than would have been permitted under Commission Rule 4 CSR 240-13.020(4)(A): "[A deposit] shall not exceed...two (2) times the highest bill or four (4) times the average bill[.]"

⁷³ Am. MO Ex. 1C, p. 13, l. 11-20; AMK-4, entries dated 06/10/2016 (***\$[REDACTED]***), 07/12/2016 (***\$[REDACTED]***), and 08/20/2016 (***\$[REDACTED]***).

⁷⁴ Am MO Ex. 1C, p. 15, l. -p. 16, l. 21

⁷⁵ "When the established rate of a utility has been followed, the amount so collected becomes the property of the utility, of which it cannot be deprived without violating the due process provisions of the state and federal constitutions." *Straube v. Bowling Green Gas Co.*, 227 S.W. 2d 666 (Mo. 1950).

**Credit of payments toward deposit charged, in accordance with the
Company's partial payments tariff**

As to the deposit, Ms. Beatty would not be entitled to a refund or credit of the *entire* original ***\$[REDACTED]*** charged, because although the three deposit installments were included in Ms. Beatty's bills issued on June 10, July 12 and August 10 of 2016, the deposit charges were not *paid* on those dates.⁷⁶ As Ms. Krcmar explained in her pre-filed testimony, payments made on Ms. Beatty's account were first credited to previous electric service charges, such that only ***\$[REDACTED]*** of the payments was available to be credited to the ***\$[REDACTED]*** deposit charge.⁷⁷ The fact that payments were credited to prior charges for service, before being credited to any deposit charge is in accordance with the Company's payment posting sequence tariff that addresses the order in which partial payments are credited to various charges on a customer's bill. Through Ms. Krcmar's testimony, Union Electric Company Electric Service Tariff No. 138, General Rules and Regulations, V. Billing Practices, B. Partial Payments was admitted into evidence.⁷⁸ It provides in relevant part:

If a partial payment is made on a billing which includes a previous balance, the Company will credit the payment first to previous utility charges, then to previous deposit requirements before applying any payment to current charges. No portion of any payment will be applied to special charges until all utility charges are paid in full and all required deposits have been made. (This section reflects a variance from Rule 4 CSR 240-13.020(11) granted by the Commission in Case No. EO-98-263).

For reference, the Company notes that 4 CSR 240-13.020(11), from which the Company's tariff varies, provides in relevant part, "If partial payment is made, the utility shall first credit all payments to the balance outstanding for...electric...charges, before crediting a deposit."

Because charges accrued on Ms. Beatty's account on a regular basis, while payments were sporadic and, up until a December 2016 energy assistance payment, were insufficient to pay off all prior charges, it becomes somewhat complicated to explain the order in which payments were credited to the various prior charges that had accrued at the time the payments were made. As a result, the Company offers the following detailed narrative chronology of the order in which, per its tariff, the payments received on Ms. Beatty's 3rd Street/Caruthersville

⁷⁶ Tr. p. 88, l. 13-25.

⁷⁷ Am. MO 1C, p. 15, l. 3-p. 16, l. 6.

⁷⁸ Tr. p. 77, l. 20-p. 79, l. 6.

account were credited to various charges, including the installments of the deposit charge. All charges, payments and due dates referred to are detailed on AMK-4, except for the “bad debt late fees” noted below, which are detailed on AMK-2. The Company has also attached its Exhibit A to this brief, which also shows how payments were credited, but in table format.

Chronology pertaining to credit of payments toward a portion of original billed deposit

Ms. Beatty was billed on June 10, 2016 for ***\$[REDACTED]*** (transferred bill), ***\$[REDACTED]*** (1st deposit installment) and ***\$[REDACTED]*** (electric charges), for a total of ***\$[REDACTED]***, due June 23, 2016, but she made no payment by the due date, nor by the date the next bill issued.⁷⁹ Note that of the transferred bill total, only ***\$[REDACTED]*** was attributable to electric charges, while ***\$[REDACTED]*** was attributable to late payment charges (the “bad debt late fees”).⁸⁰

Ms. Beatty was billed on July 12, 2016 for ***\$[REDACTED]*** (late fees), ***\$[REDACTED]*** (2nd deposit installment), ***\$[REDACTED]*** (electric charges) and ***\$[REDACTED]*** (prior balance), for a total of ***\$[REDACTED]***, due July 25, 2016, but she made no payment by the due date.⁸¹

As a result, the Company issued two disconnection notices to her. After no payment was received, her service was disconnected for nonpayment.⁸²

On August 4, 2016, a payment of ***\$[REDACTED]*** was received and Ms. Beatty’s service was restored.⁸³ Per the partial payment tariff, the payment was credited as follows:

\$[REDACTED] to the transferred bill electric charges.

That exhausted the payment, so nothing remained to be credited against the ***\$[REDACTED]*** remaining transferred bill electric charges, the bad debt late fees, the June electric charges, the June deposit charges, the July electric fees, the July deposit charges, or the July late fees.

On August 8, 2016, a payment of ***\$[REDACTED]*** was received. Per the tariff, the payment was credited to prior charges as follows:

\$[REDACTED] to the remaining transferred service charges portion of the transferred bill;

⁷⁹ Id. p. 89, l. 11-19..

⁸⁰ See AMK-2, entries dated 12/20/2013 (***\$[REDACTED]***), 01/27/2014 (***\$[REDACTED]***), and 02/24/2014 (***\$[REDACTED]***).

⁸¹ Id. p. 89, l. 20-p. 90, l. 10..

⁸² AMK-3, entries dated 2016-07-12, 2016-07-15 and 2016-07-28.

⁸³ AMK-4, entry dated 08/04/2016; AMK-3, entry dated 2016-08-05; and AMK-4, entry dated 08/08/2016.

\$[REDACTED] to June electric charges;
\$[REDACTED] **to June deposit installment**; and
\$[REDACTED] to the July electric charges.

That exhausted the payment, so nothing remained to be credited against the bad debt late fees, the remaining ***\$[REDACTED]*** portion of the July electric charges, the July deposit charges, or the July late fees.

Ms. Beatty was next billed on August 10, 2016, for ***\$[REDACTED]*** (late fees), ***\$[REDACTED]*** (3rd deposit installment), ***\$[REDACTED]*** (reconnect fee) and ***\$[REDACTED]*** (electric charges) and ***\$[REDACTED]*** (July ***\$[REDACTED]*** prior balance less ***\$[REDACTED]*** August payments)), for a total of ***\$[REDACTED]***, due September 1, 2014, but she made no payment by the due date.

On September 9, 2016, a ***\$[REDACTED]*** payment was received. Per the partial payment tariff, the payment was credited to prior charges as follows:

\$[REDACTED] to the remaining July electric charges.

That exhausted the payment, so nothing remained to be credited against the bad debt late fees, the ***\$[REDACTED]*** remaining portion of the July electric charges, July deposit charges, July late fees, August electric charges, August deposit charges, August reconnect fee, or August late fees.

A bill was issued to Ms. Beatty on September 9, 2016, including ***\$[REDACTED]*** (late fees), ***\$[REDACTED]*** (electric charges), and ***\$[REDACTED]*** (August ***\$[REDACTED]*** prior balance less ***\$100.00*** September 9, 2016 payment), for a total of ***\$[REDACTED]***, due October 3, 2016.

On September 13, 2016, a ***\$[REDACTED]*** payment was received. Per the partial payment tariff, the payment was credited to prior charges as follows:

\$[REDACTED] remaining July electric charges; and
\$[REDACTED] to August electric charges.

That exhausted the payment, so nothing remained to be credited against the bad debt late fees, July deposit charges, July late fees, the ***\$[REDACTED]*** remaining portion of the August electric charges, the August deposit charges, August reconnect fee, August late fees, September electric charges, or September late fees.

A bill was issued to Ms. Beatty on October 10, 2016, including ***\$[REDACTED]*** (late fees), ***\$[REDACTED]*** (electric charges) and ***\$[REDACTED]*** (September ***\$[REDACTED]*** prior balance less ***\$[REDACTED]*** September payment), for a total of ***\$[REDACTED]***, due November 1, 2016.

On November 7, 2016, a ***\$[REDACTED]*** payment was received. Per the partial payment tariff, the payment was credited to prior charges as follows:

\$[REDACTED] remaining August electric charges; and
\$[REDACTED] to September electric charges.

That exhausted the payment, so nothing remained to be credited against the bad debt late fees, July deposit charges, July late fees, the August deposit charges, August reconnect fee, August late fees, the ***\$[REDACTED]*** remaining portion of the September electric charges, September late fees, October electric charges, or October late fees.

On November 8, 2016 a ***\$[REDACTED]*** payment was received. Per the partial payment tariff, the payment was credited to charges as follows:

\$[REDACTED] remaining September electric charges;
\$[REDACTED] July late fees;
\$[REDACTED] August late fees;
\$[REDACTED] September late fees; and
\$[REDACTED] to July deposit.

That exhausted the payment, so nothing remained to be credited against the bad debt late fees, the ***\$[REDACTED]*** remaining July deposit charges, the August deposit charges, August reconnect fee, the October electric charges, or the October late fees.

A bill was issued to Ms. Beatty on November 8, 2016, including ***\$[REDACTED]*** (late fees), ***\$[REDACTED]*** (electric charges) and ***\$[REDACTED]*** (November ***\$[REDACTED]*** prior balance less ***\$[REDACTED]*** and ***\$[REDACTED]*** November payments), for a total of ***\$[REDACTED]***, due December 2, 2016.

On November 16, 2016, Kendra with DAEOC called the Company and made a ***\$[REDACTED]*** pledge of energy assistance on Ms. Beatty's 3rd Street/Caruthersville account.⁸⁴ The pledge caused the remaining July deposit charges of ***\$[REDACTED]*** and the August deposit

⁸⁴ AMK-3, entry dated 2016-11-2016.

charges of ***\$[REDACTED]*** (totaling ***\$[REDACTED]*** to be automatically cancelled.⁸⁵ The total deposit amount already paid, ***\$[REDACTED]*** (***\$[REDACTED]*** credited on August 8, 2016 plus ***\$[REDACTED]*** credited on November 8, 2016), was held by the Company as a deposit.⁸⁶ Interest was earned on the deposit and credited to her account, the deposit itself was eventually eligible to be returned to Ms. Beatty or credited to her account, and the Company credited it to her account, as described more fully below.

On December 2, 2016, the ***\$[REDACTED]*** energy assistance payment was received. For purposes of completeness, the Company offers the following detail regarding how the ***\$[REDACTED]*** energy assistance payment was credited to all prior and (then) current charges:

- ***\$[REDACTED]*** August reconnect fee;
- ***\$[REDACTED]*** October electric charges;
- ***\$[REDACTED]*** October late fees;
- ***\$[REDACTED]*** November electric charges;
- ***\$[REDACTED]*** bad debt late fees; and
- ***\$[REDACTED]*** November late fees.

This did not exhaust the payment, but rather, resulted in a ***\$[REDACTED]*** credit on Ms. Beatty's account, which carried forward.

Application of credit, subsequent payments, interest on deposit, and deposit toward charges.

Because Ms. Beatty's account became fully caught up in December 2016, it becomes relatively straightforward (though lengthy) to show in the following table how from December 2016 through the date of the evidentiary hearing, Ms. Beatty's account balance reflects that the remaining ***\$[REDACTED]*** credit, all subsequent payments, interest paid on the held deposit, and the deposit itself were all properly credited toward Ms. Beatty's subsequent charges. Consistent therewith, Ms. Krcmar testified that Ms. Beatty, "is not entitled to any credit on her account beyond certain credits that have already been applied to her account, relating to an energy assistance payment on her account that exceeded the balance due, and relating to the portion of the previously discussed deposit that was actually paid and the interest earned on it."⁸⁷

⁸⁵ Am MO Ex. 1C, p. 16, l. 1-6.

⁸⁶ Id.

⁸⁷ AM. MO 1C, p. 14, l. 12-p. 15, l. 2.

Similarly, Staff reviewed an account activity statement and bill statements spanning October 10, 2017 to December 11, 2018 and, “did not discover any violation” and because Ms. Beatty was concerned about the deposit, also investigated the deposit issue, and determined that the Company, “refunded Ms. Beatty’s deposit plus interest[.]”⁸⁸ All charges, credits, payments and due dates referred to below are detailed on AMK-4.

<u>Date</u>	<u>Charges</u>	<u>Payments/credits</u>	<u>Balance</u>
12/02/2016			
12/09/2016			
01/12/2017			
02/10/2017			
03/08/2017			
03/10/2017			
04/11/2017			
05/10/2017			
05/22/2017			
06/09/2017			
07/07/2017			
07/11/2017			
07/17/2017			
08/07/2017			
08/09/2017			
08/11/2017			
09/06/2017			
09/08/2017			
09/12/2017			
10/09/2017			
11/03/2017			

⁸⁸ Staff Ex. 1, Schedule CK-c2, pp. 2 and 3.

⁸⁹ AMK-3, *see* entry dated 2017-03-08, explaining that this is a credit for low-income accounts, to correct for an energy efficiency investment charge from February.

<u>Date</u>	<u>Charges</u>	<u>Payments/credits</u>	<u>Balance</u>
11/07/2017	██████████		██████████
12/01/2017		████████████████████	██████████
12/03/2017		████████████████████	██████████
12/08/2017	██████████		██████████
01/11/2018	██████████		██████████
02/08/2018	██████████		██████████
03/12/2018	██████████		██████████
04/11/2018	██████████		██████████
05/10/2018	██████████		██████████
06/07/2018		████████████████████	██████████
06/11/2018	██████████		██████████
07/11/2018	██████████		██████████
08/07/2018	██████████		██████████
08/09/2018	██████████		██████████
08/10/2018		██████████	██████████
09/06/2018	██████████		██████████
09/10/2018	██████████		██████████
10/05/2018	██████████		██████████
10/09/2018	██████████		██████████

⁹⁰ On November 20, 2017, an energy assistance pledge was made on Ms. Beatty's account. AMK-4, entry dated 2017-11-20. The pledge was paid on December 1, 2017.

⁹¹ Per Commission Rule 4 CSR 240-13.020(4)(B), deposits bear interest that must be credited annually to the account of the customer or paid upon return of the deposit, whichever first occurs. ***\$██████████*** in interest on the ***\$██████████*** deposit held since November 2016 was credited on December 6, 2017; see AMK-4, entry dated 12-06-2017. Although the *timeliness* of the credit or refund of the deposit is not directly in issue in this *Complaint*, the Company also notes the following. Per Commission Rule 4 CSR 240-13.030(4)(D), a deposit shall be promptly refunded or credited, with accrued interest, upon satisfactory payment of all undisputed utility charges during the last twelve (12) billing months, with a satisfactory payment being one received prior to the date upon which it becomes delinquent, provided it is not in dispute. Beginning on December 6, 2017, Ms. Beatty's account was automatically reviewed to determine if it met the criteria for the deposit to be credited or refunded. Due to late or partial payments within the prior twelve months, the deposit was not immediately eligible for refund or credit, as detailed in AMK-3, entries dated 2017-12-06, 2018-01-09, 2018-02-07, 2018-03-08, 2018-04-09 and 2018-05-08.

⁹² ***\$██████████*** deposit held plus ***\$██████████*** in interest accrued on the deposit from December 2017 to June 2018.

<u>Date</u>	<u>Charges</u>	<u>Payments/credits</u>	<u>Balance</u>
11/05/2018	██████████		██████████
11/07/2018	██████████		██████████
11/19/2018	██████████		██████████
12/06/2018	██████████		██████████
12/10/2018	██████████		██████████
12/27/2018		██████████	██████████
01/09/2019		██████████	██████████
01/09/2019	██████████		██████████
01/11/2019	██████████		██████████
02/08/2019	██████████		██████████
02/11/2019	██████████		██████████
02/19/2019		██████████	██████████
03/11/2019	██████████		██████████
03/12/2019	██████████		██████████
04/08/2019	██████████		██████████

⁹³ On November 5, 2018, the Company issued a disconnection notice to Ms. Beatty, *see* AMK-3, entry dated 2018-11-05, advising that her service may be disconnected for nonpayment on or after November 16 if her delinquent account balance was not paid. *See* also, entries dated 2018-11-13 through 2018-11-19: On November 13, Sasha with DAEOC called to inquire about Ms. Beatty's delinquent account balance and was advised that the mpay (minimum payment to avoid disconnection) was ***\$██████████*** and was due by November 16. That same day, another call was placed to the Company's automated voice response unit ("VRU") and the same information was given regarding the amount to be paid to avoid disconnection. On November 16, two automated outbound calls were made, advising of the pending disconnect, and service was disconnected on November 19, 2018 at 10:55 a.m. At 1:08 p.m. that day, Ebony West at DAEOC made a portal inquiry regarding Ms. Beatty's account, and at 1:18 p.m. a pledge of ***\$██████████*** was made on Ms. Beatty's account. As a result of the pledge, an order to restore Ms. Beatty's service was entered, and at 1:51 p.m. on November 19, 2018, Ms. Beatty's service was restored. A pledge in the amount of ***\$██████████*** was *paid* on January 9, 2019, *see* AMK-4, entry dated 01/09/2019. Staff also calculated all charges and payments from October 9, 2017 through December 27, 2018 and concluded, "it appears the Company properly applied payments and refunds to the account. Ms. Beatty's lack of payment on the account caused the balance on the account to accrue, resulting in a discontinuance of service" and concluded, "Based on Staff's review of the information provided by Ameren and Ms. Beatty, Staff's investigation did not find any violations by Ameren of any applicable statutes, Commission rules, or Commission approved tariffs." Staff Ex. 1, Schedule CK-c2, p. 3-4.

In sum, the evidence presented by the Company, summarized above, proves that the Company has credited to Complainant's 3rd Street/Caruthersville account all amounts for which she is entitled to a credit.

Issue 7. May the Commission award Complainant damages?

At hearing, Ms. Beatty stated, "I would like to...have my money back that they took from me plus my suffering and pain that I requested."⁹⁴ In the 2010 complaint, Ms. Beatty requested her "overpayment" of ***\$[REDACTED]***. In the 2017 complaint, Ms. Beatty requested that the Commission take care of her for her suffering and pain, which she valued at ***\$[REDACTED]***, and she also requested that money be put back on her account. Since in addition to the amount for pain and suffering, Ms. Beatty requested "****\$[REDACTED]*** plus other years ***\$[REDACTED]****,"⁹⁵ the Company assumes she is requesting that the Commission award her somewhere in the neighborhood of ***\$[REDACTED]***.

Because the Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, however, it cannot require a refund or order damages. *State ex. rel. GS Technologies Operating Co., Inc. v. Public Service Comm'n*, 116 S.W.3d 680, 695 (Mo. App. 2003); *American Petroleum Exchange v. Public Service Comm'n*, 172 S.W.2d 952, 956 (Mo. 1943). As a result, the Commission may not award Ms. Beatty damages.

III. Conclusion

Ms. Beatty failed to prove by a preponderance of the evidence that the Company violated a statute, rule, order or Commission-approved tariff. As a result, the Commission should enter an order denying the *Complaint* on the merits.

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⁹⁴ Tr. p. 152, l. 15-18.

⁹⁵ 2017 complaint, paragraphs 5 and 6.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing filing was served on the following parties via electronic mail (e-mail) or U.S. Mail on this 16th day of May, 2019.

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