

**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.	)	

**RESPONSE TO “PETITION”**

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Response to the pleading captioned “Petition” and filed in this proceeding on September 4, 2013 states as follows:

1. On June 13, 2013, Mr. Craig Mershon, with a service address of 11931 El Sabado Drive, St. Louis, MO 63138 (“Complainant”), initiated this proceeding against the Company by filing a letter with the Commission.

2. In its Order Regarding Re-Filing and Supplementing Complaint dated June 14, 2013 (the “Order”), the Commission took official notice of the filings in Complainant’s earlier complaint, File No. EC-2012-0365, to accommodate Complainant’s request to re-file said earlier complaint, and the Commission also granted Complainant until June 24, 2013, to supplement his earlier complaint.

3. Complainant did not file a supplement to his earlier complaint by the June 24, 2013 deadline.

4. On July 15, 2013 the Company filed an Answer (herein, the “Answer”).

5. On August 9, 2013, Staff filed its Report (herein, the “Report”).

6. On September 4, 2013, Complainant filed a pleading captioned “Petition” (herein, the “Petition”). All references herein to paragraph numbers are references to the Petition, unless otherwise noted.

7. Any allegation of the Petition not specifically admitted herein by the Company should be considered denied.

8. In response to paragraph 1, the Company admits that it operates in Missouri. The Company denies the remainder of the allegations of paragraph 1 as stated. The Company further states that its affiliate, Ameren Illinois, operates in Illinois.

9. The Company admits the allegations of paragraph 2.

10. The Company admits the allegations of paragraph 3.

11. The Company denies the allegations of paragraph 4 as stated, but admits that the Company is an electric utility subject to regulation by the Commission, and that it is required to comply with its own electric utility tariffs approved by the Commission and with the Commission's regulations.

12. The Company denies the allegations of paragraph 5.

13. In response to paragraph 6, the Company admits it operates an energy assistance program called Dollar More, together with a number of human service agencies in its service territory. The Company denies the remainder of the allegations of paragraph 6 as stated.

14. In response to paragraph 7, the Company admits that it accepts government-funded energy assistance payments made towards customers' bills rendered for utility service provided by the Company; admits that whether a customer is in threat of disconnection may affect a customer's ability to obtain energy assistance; and admits that every customer is warned if in threat of disconnection for nonpayment of bills, regardless of the customer's economic status. The Company denies that it uses its disconnect notices as threats.

15. In response to paragraph 8, the Company admits that some customers receive disconnection notices monthly, because such customers remain in threat of disconnection for nonpayment of utility bills from month to month. The Company denies the remainder of the allegations of paragraph 8.

16. The Company denies the allegations of paragraph 9. In further answer, the Company states that it is unaware what Complainant believes would constitute a "proper due process system to satisfy complaints by the customers." The Company states that it has adopted and implements customer service procedures that comply with 4 CSR 240-13.040, 4 CSR 240-13.045 and 4 CSR 240-13.070 regarding customer inquiries, disputes and complaints. However, the Company acknowledges that the Company cannot always offer the resolution preferred by the customer.

17. In response to paragraph 10, the Company admits that Complainant breached his Cold Weather Rule payment agreement even though he made payments towards his account balance. The Company denies the remainder of the allegations of paragraph 10. For a detailed breakdown of how Complainant's account balance for electric utility service reached several hundred dollars in 2013, *see* paragraph 19 of the Answer. In further answer, the Company states it has made reasonable arrangements with Complainant for payment of his past-due utility bills, on multiple occasions. *See* Report, Appendix A, pp. 3 and 4.

18. In response to paragraph 11, the Company admits that 4 CSR 240-13.055, known as the Cold Weather Rule, is in effect from November 1 through March 31, annually, and that the Company is required to comply with said rule. The Company denies the remainder of the allegations of paragraph 11.

19. In response to paragraph 12, the Company admits that pursuant to 4 CSR 240-13.055(5), the Company is prohibited from discontinuing utility service to residential customers, when, generally speaking, the temperature is predicted to drop below 32 degrees. The Company denies the remainder of the allegations of paragraph 12.

20. In response to paragraph 13, the Company admits that it is required to comply with §393.108 RSMo., known as the Hot Weather Rule, and that under that statute, from June 1 to September 30, the Company is prohibited from discontinuing utility service to residential customers when, generally speaking, the temperature is predicted to rise above 95 degrees or the heat index is predicted to rise above 105 degrees. The Company denies the remainder of the allegations of paragraph 13.

21. The Company denies the allegations of paragraph 14.

22. The Company denies the allegations of paragraph 15. In further answer, the Company states that it complies in all respects with 4 CSR 240-13.050(9) and its Electric Service Tariff Sheet No. 144, General Rules and Regulations, VII. Disconnection and Reconnection of Service. F. Delay of Disconnection for Medical Reasons, regarding postponement of discontinuances for existing medical emergencies.

23. The Company denies the allegations of paragraph 16 as stated. The Company admits it maintains a Medical Equipment Registry, so that it may notify customers who register information with the Company about their electronically operated medical equipment about planned maintenance outages.

24. The Company denies the allegations of paragraph 17.
25. The Company denies the allegations of paragraph 18.
26. The Company admits the allegations of paragraph 19.
27. The Company denies the allegations of paragraph 20 as stated. The Company admits it requires verification from a doctor regarding a customer's electrically operated medical equipment before placing a customer on the Medical Equipment Registry, and that as permitted by 4 CSR 240-13.050(9) and Electric Service Tariff Sheet No. 144, VII. F, the Company may require a customer to provide satisfactory evidence that a medical emergency exists before postponing a disconnection.
28. In response to paragraph 21, the Company admits that any customer, even a customer with a disability, may under certain circumstances be disconnected for nonpayment of a bill for electric utility service. The Company denies the remainder of the allegations of paragraph 21 as stated.
29. In response to paragraph 22, the Company admits that it provides very good customer service. The Company denies the remainder of the allegations of paragraph 22.
30. The Company denies the allegations of paragraph 23 as stated. In further answer, the Company states that it is required to send electric utility bills and disconnection notices such as those it has sent to Complainant. The Company's bills and notices comply with 4 CSR 240-13.020, in particular subsections (7) and (9), and with 4 CSR 240-13.050, in particular subsections (3) through (7).
31. In response to paragraph 24, the Company admits that the Commission wants to make sure that the Company complies with its tariffs. The Company denies the remainder of the allegations of paragraph 24.
32. The Company denies the allegations of paragraph 25.
33. The Company admits the allegations of paragraph 26.
34. The Company denies the allegations of paragraph 27 as stated. The Company admits that certain customers on limited incomes have difficulty paying their utility bills. In further answer, the Company states that it charges Commission-approved rates for residential electric utility service, and cannot charge any residential customer a lower than Commission-approved rate for such service.
35. The Company denies the allegations of paragraph 28.

36. The Company denies the allegations of paragraph 1, page 6.<sup>1</sup>
37. The Company denies the allegations of paragraph 2, p. 6.
38. The Company admits the allegations of paragraph 3.
39. In response to paragraph 4, p. 7, the Company admits that admits that any customer, may under certain circumstances be disconnected for nonpayment of a bill for electric utility service, regardless of the customer's economic status and admits that in some circumstances, whether a customer is in threat of disconnection may be a factor in the customer's eligibility to receive energy assistance. The Company denies the remainder of the allegations of paragraph 4 as stated.
40. The Company denies the allegations of paragraph 5, p.7. In further answer, the Company states that its disconnection notices comply with 4 CSR 240-13.050, in particular subsections (3) through (7).
41. The Company denies the allegations of paragraph 6, p. 7. In further answer, the Company states that it has adopted and implements customer service procedures that comply with 4 CSR 240-13.040, 4 CSR 240-13.045 and 4 CSR 240-13.070 regarding customer inquiries, disputes and complaints.
42. The Company denies the allegations of paragraph 7, p. 7.
43. The Company denies the allegations of paragraph 8, p. 7.
44. The Company denies the allegations of paragraph 9, p. 7.
45. The Company denies the allegations of paragraph 10, p.7.
46. The Company denies the allegations of paragraph 11, p. 7.
47. In response to paragraph 12, p. 8, the Company admits it understands the importance of electricity to its customers, and that disconnection notices are sent to customers for nonpayment of delinquent utility bills.
48. The Company denies the allegations of paragraph 13, p. 8.
49. The Company denies the allegations of paragraph 14, p. 8 as stated.
50. The Company denies the allegations of paragraph 15, p. 8.

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<sup>1</sup> Following the heading, "Charges Brought Against Ameren Union Electric Company in Missouri Known as Ameren Missouri" on page 6 of Complainant's Petition, the paragraph numbers start over at 1.

51. In response to paragraph 16, p. 8, The Company admits that certain customers have difficulty paying their utility bills. In further answer, the Company states that it charges Commission-approved rates for the electric utility service it provides.

52. In paragraph 1, p. 8, Complainant requests as relief that Ameren Missouri, “use a better customer service base in order to accommodate all customers.” This request for relief is overly broad, vague and should be denied in any event. The Company’s customer service procedures comply with 4 CSR 240-13.040, 4 CSR 240-13.045 and 4 CSR 240-13.070 regarding customer inquiries, disputes and complaints. So long as the Company performs its legal duty, complies with lawful regulation and does no harm to the public welfare, it has the right to conduct its business in the manner it chooses. *State ex rel. Harline v. Public Serv. Com’n*, 343 S.W.2d 177, 182 (Mo. App. 1960).

53. The Company denies the allegation in paragraph 2, p. 8, that it threatens certain groups. Complainant’s request for relief in said paragraph should be denied for the reasons stated in paragraph 52, above.

54. Complainant’s request for relief in paragraph 3, p. 8 should be denied for the reasons stated in paragraph 52, above.

55. The Company denies the allegation of paragraph 4, p. 8 that it threatens or intimidates its customers. Complainant’s request for relief in said paragraph should be denied for the reasons stated in paragraph 52, above.

56. Complainant’s request for relief in paragraph 5, p. 9 should be denied for the reasons stated in paragraph 52, above.

57. Complainant’s request for relief in paragraph 6, p. 9 should be denied for the reasons stated in paragraph 52, above.

58. The Company denies the allegation of paragraph 7, p. 9 that its notices are harsh or threatening. Complainant’s request for relief in said paragraph should be denied for the reasons stated in paragraph 52, above.

59. Complainant’s request for relief in paragraph 8, p. 9 should be denied for the reasons stated in paragraph 52, above.

60. The Company denies the allegations of paragraph 9, p.9.

61. In response to paragraph 10, p. 9, the Company admits it has empathy for people with disabilities. The Company denies the remaining allegations of said paragraph.

62. In response to paragraph 11, p. 10, the Company admits it is a natural monopoly regulated by the Commission in lieu of competition. The Company denies the remaining allegations of said paragraph.

63. Complainant's request for relief in paragraph 12, p. 9 should be denied for the reasons stated in paragraph 52, above.

64. To the extent paragraph 13, p. 9 is a request for relief, Complainant's request for relief should be denied for the reasons stated in paragraph 52, above.

65. Complainant's request for relief in paragraph 14, p. 9, that his bill be erased because he is unable to pay, should be denied. This is relief the Commission cannot grant. 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).

66. Complainant's request for relief in paragraph 15, p. 10, that the Commission award him compensatory damages is relief the Commission cannot grant and should be denied for the reasons stated in paragraph 65, above. Further, the Company denies the allegation of said paragraph that he has, "gone through years of torture from the [C]ompany."

67. Complainant's request for relief in paragraph 16, p. 10, that the Commission award him punitive damages is relief the Commission cannot grant and should be denied for the reasons stated in paragraph 65, above. Further, the Company denies the allegation of said paragraph that he, "has suffered through psychological[] and physical pain from the [C]ompany[.]"

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order denying Complainant's requests for relief set out in his Petition, 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 Response to "Petition" 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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