BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Jerreld Fisher	)	
Complainant,	)	
	)	
vs.	)	Case No: EC-2017-0281
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

AMENDED ANSWER, AFFIRMATIVE DEFENSES AND MOTION TO DISMISS

COMES NOW, Union Electric Company, d/b/a Ameren Missouri ("Ameren Missouri" or "Company"), and for its Amended Answer, Affirmative Defenses and Motion to Dismiss states as follows.

ANSWER

1. On April 26, 2017, Complainant initiated this proceeding against Company. In the past, Complainant has received residential electric (1M) service ("service") from the Company. Most recently, Complainant received service from the Company at 2519 St. Louis Ave., St. Louis, Missouri (the "Premises").

2. Any allegation not specifically admitted herein by the Company should be considered denied.

3. In lieu of completing the Commission's complaint form, and as the basis of his Complaint, Complainant filed a three-page letter (the "Complaint") to which he attached three pages of exhibits. The paragraphs of the Complaint are unnumbered, but the Company will refer in this Answer to the first paragraph of the Complaint (the paragraph beginning, "Ameren Missouri in violation…") as paragraph 1, the next as paragraph 2, and so on.

4. The Company denies the allegations of paragraph 1 of the Complaint. In further answer, the Company states as follows. Service to the Premises was disconnected on April 10, 2014, for nonpayment of an outstanding account balance. Since the disconnection, the Company has agreed to reconnect service to the Premises provided Complainant: (a) pays 80% of his ***$[redacted]*** outstanding account balance, (b) makes arrangements to pay the remaining

NP

20%, and (c) obtains an inspection of the electrical wiring at the Premises. In 2015, based on a request from Complainant and assistance pledges made by a community action agency ("CAA"), the Company issued an order to reconnect his service. That connect order is still in place, and is being held due to the lack of a completed wiring inspection. To date, the ***$[redacted]*** outstanding balance remains unpaid, and the Company has not been provided with any documentation to show that the necessary inspection has occurred.

5. In answer to paragraph 2, Ameren Missouri admits that in 2010 and 2011, Complainant had, simultaneously, accounts for service at two separate addresses.

6. In answer to paragraph 3, Ameren Missouri admits that charges for the two accounts occurred at approximately the same time, and that the final account balances for the two accounts were nearly identical. The Company denies the allegation that the Company's billings for the charges were fraudulent. In further answer, the Company states as follows.

a. A customer may have more than one account for service in his name at a given time.

b. In May of 2010, an account in Complainant's name for service to 5103 Page Blvd., St. Louis Missouri ("Page") was established. Complainant has admitted to living at Page, see paragraph 8 of the Complaint. Complainant has also admitted to being on the Company's medical equipment registry ("MER"), see paragraph 18 of the Complaint. Both of these admissions are consistent with the Company's records, which indicate that in January of 2011, while the Company was providing service to Complainant at Page, Complainant called the Company and requested that his account be included in the Company's MER, and he submitted documentation from his doctor, verifying to the Company that he used a CPAP machine.

c. Meanwhile, in October of 2010, an account in Complainant's name for service to 3712 N. Euclid, Unit 1, St. Louis, Missouri ("Euclid") was established. Although Complainant denies having resided at Euclid, the Company's records reflect that in August and October of 2011, energy assistance and energy crisis intervention program (generally, "assistance") pledges were paid by CAAs on Complainant's behalf towards the account for

NP

service to Euclid in Complainant's name. This indicates that Complainant resided at Euclid, since to be eligible for assistance, the Missouri Department of Social Services Family Support Division ("FSD") or one of its contracted CAAs or other agencies must have determined that a customer is a member of a household that has applied for assistance under Missouri's Low Income Home Energy Assistance Program ("LIHEAP"), the household must have been determined eligible by FSD or the CAA, and the utility must verify to the CAA that the household has an active utility account. In contrast, individuals who do not live in a household where the utility service is provided are not eligible to receive assistance towards the payment of that household's utility bill.

d. In May of 2011, Complainant called the Company to terminate service to Page in his name, and noted that he was moving. The Company advised that the final bill for service to Page would transfer to his new account for service. However, the address Complainant stated he was planning to move to did not have an electric meter.

e. In June of 2011, Complainant again called the Company and stated that he was moving from Page. The Company again advised that the final bill amount would transfer. The final bill for Page was ***$[redacted]***.

f. By June of 2011, the Euclid account was in arrears by ***$[redacted]***. The Company transferred the final bill for Page to the account for Euclid. After the transfer, the Euclid account grew further into arrears. Pledges and a payment were made towards the Euclid account, however, that totaled ***$[redacted]***, or ***[redacted]*** more than the ***$[redacted]*** arrearage. This reduced the Euclid account balance to ***$[redacted]***.

g. At the end of June, a new customer called to request service at Euclid in the new customer's name. Therefore Complainant's account for service to Euclid was terminated, leaving a final bill of ***$[redacted]***. In other words, the outstanding balance for the Euclid account was not attributable to service to Euclid, but was directly attributable to the transferred balance for

NP

Page—the account for service to an address where Complainant admitted to living and the account he registered with the Company MER.

h. Complainant did not make any payments towards the ***$[redacted]*** outstanding balance.

i. The account in Complainant's name for the Premises was created after Complainant called the Company in September of 2012, inquiring why an occupant letter, or "unknown user" letter had been sent to the address. The Company explained that in June of 2012, the Company was advised that the customer, ***[redacted]***, who had an account for service at the Premises had died, and that service in the deceased customer's name should be terminated. The Company terminated service in the deceased customer's name so that services would no longer billed to the account in her name, but the Company did not disconnect the service. Someone at the Premises continued to use the service for three months after the deceased customer's death, although no one called to request service at the Premises. So, the Company sent a letter to the Premises, advising the occupant that if the occupant desired service, the occupant should call the Company to request an account, otherwise service would be disconnected.

j. When Complainant called in response to the occupant letter, the Company established an account for service in Complainant's name. Complainant has admitted to living at the Premises, see paragraph 19 of the Complaint. At that time, the ***$[redacted]*** outstanding balance for Page/Euclid was transferred to Complainant's account at the Premises. In addition, Complainant was billed for the service used at the Premises during the three-month period after the deceased customer's death and before an account for service to the Premises in Complainant's name was established. Although there had been a small outstanding balance of ***$[redacted]*** on the account in the deceased customer's name at the time of her death, the Company wrote off that balance, and no part of that balance was transferred to Complainant's account for the Premises.

NP

k. In October of 2012, Complainant called the Company and requested paperwork to sign up for the Company's MER. Just like he had for his Page account, Complainant stated that he used a CPAP machine and other respiratory equipment. In November of 2012, the Company received the required documentation from Complainant's doctor and added Complainant's account for service to the Premises to the MER.

l. For the remainder of 2012, the Company continued to provide service to Complainant at the Premises, but Complainant did not make any payments. A small assistance pledge was paid towards his account balance, to prevent disconnection of his service for nonpayment, but the amount paid was less than the amounts charged for service, and as a result Complainant's account balance continued to grow.

m. In 2013, the Company continued to provide service to Complainant at the Premises, but Complainant did not make any payments. In April, July, August and September, assistance pledges were paid towards Complainant's account balance to prevent disconnection of his service for nonpayment, but the amounts paid were less than the amounts charged for the service provided, and as a result his account balance continued to grow.

n. In 2014, the Company continued to provide service to Complainant at the Premises, but Complainant did not make any payments. In January, February and March, assistance pledges were paid towards Complainant's account balance to prevent disconnection of his service for nonpayment, but the amounts paid were less than the amounts charged for the service provided, and as a result his account balance continued to grow.

o. In April of 2014, service to the Premises was disconnected for nonpayment. The final bill for the account for service to the Premises in Complainant's name was ***$[redacted]***.

p. In September 2014, the Company credited a payment of ***$[redacted]*** towards Complainant's account balance.

NP

q. In November 2014, the Company credited a payment of ***$[redacted]*** towards Complainant's account balance, leaving an outstanding balance of ***$[redacted]***.

r. In November 2014, Complainant called the Company and requested service. The Company offered to reconnect service provided Complainant entered into a Cold Weather Rule ("CWR") payment agreement with the Company to address his outstanding balance, and advised of the initial payment required to initiate the agreement and restore service. The Company did not receive the initial payment amount, either from Complainant or from a CAA.

s. In January, 2015, a CAA called on Complainant's behalf and pledged assistance. Based on the call, the Company issued a connect order, to reconnect service to the Premises. In addition, a wiring inspection was added as a condition to reconnection, because more than six months had passed since disconnection. The connect order, which is still valid, was put on hold, pending completion of the wiring inspection.

t. In May of 2016, Complainant called and stated he was trying to find out what he could do to get his electricity on. The representative asked if he was calling about the status of the connect order, and advised him of the requirement of the wiring inspection, and the payment required. He stated he had been out of his house for some time, but had it back now. He stated he had some people who might assist him but he needed to know what the requirements would be. The representative again advised him of the requirements. He then stated that no agency would assist him with the amount required. He stated he wanted the Company to write off the bill and felt the Company could do it. He was advised no program like that was available directly from the Company, and that assistance funds the Company provides are given to CAAs for distribution. He then provided a number of details about his personal situation, stated that he thought the Company should give him some consideration, and asked to speak with someone else. He then spoke with a leader (supervisor) and stated he wanted the bill

NP

forgiven. He also stated that he wanted "a number" to take to an agency to see what help he could receive, but that the number was exorbitantly high. The supervisor advised him of the payment required for reconnection, and asked if he had contacted a CAA about assistance. Complainant noted the length of time it had taken a CAA to respond to his last application for assistance and that he felt the agency should have been more responsive. The supervisor noted that the heating season was about to begin and the CAAs may have funding available to assist him, and advised him to contact a CAA soon. The supervisor reminded him about the wiring inspection, and he said it would not be a problem. Complainant stated that the "main thing I wanted to know was a figure, and whether it would be so exorbitantly high" because he was seeking a donor to assist him. The supervisor wished him well.

u. Complainant called the Company's claims department in July of 2016. He noted that he had filed a lawsuit against the Company, because after his electricity had been disconnected for nonpayment, his home had been broken into. The claims representative advised that if the call was about a bill, he should speak to the billing department, and was connected to that department. Once transferred, the representative asked how she could assist him. He reported that his home had been broken into six times, the walls broken into, and the wires cut. He noted his high bill. The representative noted the amount required for reconnection. Complainant detailed his financial situation and asked why the Company was persecuting him. The representative asked if he would like to speak to a supervisor. He said yes. The representative asked if he wanted to discuss his lawsuit, or his bill. He stated, "the bill is not even an issue. I have no way to get electric. They've cut my wires up and taken my plumbing. My electric's been off six months and I have to get an inspection before I can even get my electric energized, and so that isn't even an issue." Because the call was not about his bill, she attempted to transfer him to Corporate Communications, but unfortunately the call was dropped. Complainant called the Company again and said he

NP

was trying to speak with someone about a court case that he was filed because he claimed he was denied access to power. The representative advised him that there was an order in the system to connect his electricity but the Company was waiting on a wiring inspection. Complainant stated that the wiring had been stolen and he was no longer able to live in the building, and not able to "get power." The representative asked who he would like to speak to about his lawsuit, and offered to transfer him to a leader. No leader was available so the representative arranged for him to receive a call back from a leader.

7. Given references to "court", a "motion to compel", "discovery" and "judges opinion", etc., the Company discerns that paragraphs 4 through 15 are Complainant's attempt to describe and recap for the Commission Complainant's efforts and the proceedings in U.S. District Court Case No. 4:16-cv-00948-RWS (the "District Court Case"), filed by Complainant against the Company and the Commission, and that paragraphs 4 through 15 are not intended to allege facts to prove that the Company violated a statute, tariff or Rule or Order of this Commission. As such, it does not appear that an answer is required, but to the extent an answer may be required, the Company denies the allegations of paragraphs 4 through 15. In further answer, the Company notes that by its Order of Dismissal entered March 23, 2017, the District Court did not reach the merits of that case, but dismissed it for failure to state a claim upon which relief can be granted.

8. In answer to paragraph 16, Ameren Missouri admits that Complainant's outstanding bill for service is now in dispute in that Complainant has questioned and requested examination of his utility bills. Complainant's statement in paragraph 16, "PSC directive voids service denial" appears to be a legal conclusion to which no answer is required, but to the extent an answer may be required, the Company denies the same. In further answer, the Company states as follows. On March 25, 2014 and March 27, 2014, the Company mailed disconnect notices to Complainant, advising that unless the ***$[redacted]*** delinquent portion of his then ***$[redacted]**** bill was paid on or before April 8, 2014, his service would be disconnected for nonpayment. Complainant did not contact the Company in person, in writing or by telephone at least 24 hours prior to the April 8, 2014 date of proposed discontinuance to advise the Company

NP

that all or part of the charge was in dispute. No payment was received, and on April 10, 2014, the Company disconnected Complainant's service for nonpayment. Complainant did not call the Company to dispute his outstanding balance until November 21, 2014—more than six months after the disconnection.

9. Paragraph 17 appears to state legal conclusions relating to the District Court Case such that no answer is required, but to the extent an answer may be required, the Company denies the allegations of paragraph 17.

10. In answer to paragraph 18, the Company admits that Complainant has been registered with the Company's MER, off and on, for a number of years. The Company denies the remainder of the allegations of paragraph 18.

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

12. In answer to paragraph 20, the Company admits that service to 2519 St. Louis Ave. was in the name of ***[redacted]*** whom Complainant has reported was his wife, from November 5, 2008 to June 10, 2012, when her death was reported to the Company, and that as stated above in subparagraphs 6.i. and 6.j., the Company wrote off the ***$[redacted]*** outstanding balance on that account. The remaining allegation of paragraph 19, "[t]ransferred to my name item #1 on Ameren Missouri provided statement" is so general and vague that the Company cannot determine what statement Complainant refers to, and therefore the Company denies the same. In further answer, the Company again states that no portion of the outstanding balance for ***[redacted]***'s account for service to the Premises was transferred to Complainant's account for service to the Premises.

13. In answer to paragraph 21, the Company admits that there is a bill in Complainant's name that has been outstanding for more than two years, and that Complainant disputes the charges.

14. The Company denies the allegations of paragraph 22.

15. In answer to paragraph 23, the Company admits that the Company has not provided electric service to Complainant at the Premises for more than two years. The Company denies the remainder of the allegations of paragraph 23.

16. The Company denies the allegations of paragraph 24.

NP

17. The Company denies the allegations of paragraph 25.

18. In answer to paragraph 26, the Company is without information sufficient to admit or deny the allegation that Complainant is a decorated Vietnam veteran and therefore denies the same. The Company denies the remainder of the allegations of paragraph 26.

19. Paragraph 27 appears to state a legal conclusion to which no answer is required, but to the extent an answer may be required, the Company denies the allegations of paragraph 27.

20. The Company denies the allegations of paragraphs 28 through 30, inclusive.

21. Paragraph 31 appears to state a legal conclusion to which no answer is required, but to the extent an answer may be required, the Company denies the allegations of paragraph 31.

22. In answer to paragraph 32, the Company is without information sufficient to admit or deny the allegations and therefore denies the same.

23. The Company is without information sufficient to admit or deny the allegation of paragraph 33 that Complainant is a decorated Vietnam veteran and therefore denies the same. The remainder of paragraph 33 appears to state legal conclusions to which no answer is required, but to the extent an answer is required the Company denies the remainder of the allegations of paragraph 33.

24. The portions of paragraph 34 relating to the "court wisdom" and "bias decision" appear to relate to the District Court Case and Complainant's understanding of the proceedings therein, but do not allege facts to prove that the Company violated a statute, tariff or Rule or Order of this Commission. As such, it does not appear that an answer is required, but to the extent an answer may be required, the Company denies the same. The remaining allegations of paragraph 34 appear to state legal conclusions to which no answer is required, but to the extent an answer may be required, the Company denies the remaining allegations of paragraph 34.

25. In answer to paragraph 35, the Company admits that it assigned the right to collect the outstanding balance on the account for service to 2519 St. Louis Ave. to Aargon. Ameren Missouri denies that it sold the debt to Aargon. The Company is without information sufficient to admit or deny that a "debt [was] cleared by bankruptcy of 1932" and therefore denies the same. Complainant's remaining allegation, "Ameren Missouri viciously objected to

NP

agreement" is so general and vague that the Company cannot determine what agreement Complainant refers to, and therefore the Company denies the same. In further answer, the Company states that at the time it assigned the right to Aargon, the Company also retained the right to receive any payments made directly to the Company toward Complainant's unpaid account balance, and to receive a portion of any payments made to Aargon toward Complainant's account balance.

26. The Company denies the remainder of the allegations of paragraph 35.

27. The Company denies the allegations of paragraph 36. In further answer, the Company states that the Company agreed in November of 2014 to reconnect service under the terms of a CWR payment agreement, and once pledges towards the initial CWR payment were made in January of 2015, the Company issued an order to reconnect Complainant's service contingent on obtaining a wiring inspection, which was never done; and afterward on more than one occasion advised Complainant of the non-CWR payment (payment required outside of the CWR period) and inspection requirements to move forward with reconnection of Complainant's service at the Premises.

28. Paragraph 37 states a legal conclusion to which no answer is required but to the extent an answer may be required, the Company denies the allegations of paragraph 37.

29. Paragraph 38 appears to relate to the District Court Case and Complainant's efforts therein, but does not allege facts to prove that the Company violated a statute, tariff or Rule or Order of this Commission. As such, it does not appear that an answer is required, but to the extent an answer may be required, the Company denies the allegations of paragraph 38.

30. The allegations of paragraph 39, "[w]rong to continue over 3 years of service" and "[h]ardhearted discrimination against me" appear to state legal conclusions to which no answer is required but to the extent an answer may be required, the Company denies these allegations of paragraph 39. In response to the remainder of the allegations of paragraph 39, to the extent they implicate the Company, the Company denies that it has forced Complainant to, "endure ardous life threatening deprivation denial of basic service."

31. In answer to paragraph 40, the Company denies that its billings are arbitrary and denies that any of its policies are ridiculous.

NP

32. Paragraph 41 makes allegations directed at the "Court" and the "PSC" but not at the Company, and therefore the Company makes no answer to paragraph 41.

33. The Company is without information sufficient to admit or deny the allegations of paragraph 42 and therefore denies the same.

34. The Company is without information sufficient to admit or deny the allegations of paragraph 43 and therefore denies the same.

35. Paragraph 44 appears to relate to the District Court Case and Complainant's understanding of the proceedings therein, but does not allege facts to prove that the Company violated a statute, tariff or Rule or Order of this Commission. As such, it does not appear that an answer is required, but to the extent an answer may be required, the Company denies the allegations of paragraph 44.

36. The Company denies the allegations of paragraph 45 of the Complaint. In further answer, the Company states that it has not been served with any discovery in this Complaint.

37. Paragraphs 46 and 47 of the Complaint appear to be Complainant's prayer for relief. In answer thereto, and as set forth more fully below in the Company's Motion to Dismiss, the Company states that Complainant is not entitled to the relief requested.

AFFIRMATIVE DEFENSES

38. The Company was entitled to disconnect service to the Premises on April 10, 2014, because Complainant failed to pay an undisputed delinquent charge, and the Company mailed written notices of discontinuance to Complainant in advance of the disconnection. 4 CSR 240-13.050(1)(A) and (5). The Company's gas service tariffs filed with and approved by the Commission have the force and effect of law. Per the Company's Tariff Sheet 142, VII. Disconnection and Reconnection of Service, Section A. Reasons for Denial or Disconnection of Service, the Company was entitled to disconnect service to the Premises. That tariff states, in part:

> In addition to any other right reserved by Company in its schedules, rules and regulations, Company reserves and shall have the right to deny service, or after written notice, to disconnect service supplied by it to an electric customer for any of the following reasons:
> 1. Nonpayment of an undisputed delinquent account.

The delinquent charge was undisputed at the time of the disconnection because Complainant did not contact the Company in person, in writing or by telephone at least 24 hours prior to the April

NP

8, 2014 date of proposed discontinuance stated in the mailed notices, to advise the Company that all or part of the charge was in dispute. 4 CSR 240-13.045(1). Because Complainant did not do so, Complainant was not entitled to avoid discontinuance of service on account of a dispute. 4 CSR 240-13.045(1).

39. Although it did not do so, the Company would be entitled to deny service to Complainant because Complainant has failed to pay a delinquent charge for services provided by the Company that is not subject to dispute. 4 CSR 240-13.035(1)(A). The Company agreed to reconnect service, on certain conditions, as permitted by the Company's Tariff Sheet 145, VII. Disconnection and Reconnection of Service. Section I. Reconnection of Service, permits the Company to condition reconnection on the payment of outstanding liabilities or on making arrangements for payment that are satisfactory to the Company:

> In the event Company disconnects service, in addition to customer's continuing liability for all indebtedness then owed by customer to Company for service supplied at customer's current location and for similar service supplied at any other location of customer, customer shall also be liable for and shall also pay Company for the expenses incurred by Company in detecting and confirming the violation which occasioned such disconnection of electric service. *In the event any such disconnected customer*, or anyone acting for him, thereafter *desires to receive service* from Company by reconnection at the same location or at any other location, the *payment to Company of the aforesaid liabilities* and the payment to Company of each of the following items, as applicable, *or the making of arrangements satisfactory to Company therefore, shall be conditions precedent to such reconnection or connection*[.] (emphasis added).

As set forth in paragraph 4, above, the Company has agreed to reconnect service to the Premises provided Complainant pays 80% of his outstanding account balance, makes arrangements to pay the remaining 20%, and obtains a wiring inspection. Complainant has not done so, and therefore, the conditions precedent to reconnection have not been met.

40. It would also be lawful for the Company to deny service as otherwise provided by law. 4 CSR 240-13.035(1)(F); Tariff Sheet 142, VII. Disconnection and Reconnection of Service, Section A. Reasons for Denial or Disconnection of Service, subsection 9. As stated in paragraphs 4 and 15, above, the Company has not provided service to the Premises for more than two years. Annex H of Chapter 25.02 of the Revised Code of the City of St. Louis requires a wiring inspection as a condition precedent to providing electric service to the Premises. Until the condition is met, it would be unlawful to supply electric service to the Premises.

NP

> G) Re-inspection - Disconnected Service. The fee shall be charged for re-inspection of structures or *premises for which the electrical service has been not in use for a period of six months or more. It shall be unlawful to* use, or permit the use of, or to *supply electric current* for heating, lighting or power in any structure or on any premise *until the required re-inspection has been made*. Should the required re-inspection not be applied for, the Electrical Inspection Supervisor shall order the electrical power company, who, upon receiving notice from the Electrical Inspection Supervisor shall immediately disconnect the electrical service or current to such building, structure or premise and no electric service shall be furnished until so ordered by the Electrical Inspection Supervisor. (emphasis added).

For this reason, the Company has placed on hold on the connect order until the wiring inspection is performed.

MOTION TO DISMISS

41. Complainant alleges the Company has committed a, "[g]ross constitutional violation right to pursuit of happiness" and other unspecified, "unconstitutional actions," that he has been "[f]orced to endure ardous life threatening deprivation denial of basic service" and that he should have, "constitutional access." See paragraphs 33, 34, 37 and 39 of the Complaint. The Company presumes that by these allegations Complainant is making a claim under 42 U.S.C. § 1983 that the Company caused a deprivation of rights secured to Complainant by the United States Constitution. These allegations fail to state a claim for which relief can be granted. As the Commission itself argued in the District Court Case, "[d]iscontinuation of electric service by a regulated investor-owned utility such as Ameren Missouri is not a 'state action' that triggers liability under 42 U.S.C. § 1983." District Court Case, *Memorandum in Support of Defendant Public Service Commission of Missouri's Motion to Dismiss*, p. 10. The District Court agreed, holding, "[t]o the extent that Fisher's complaint could be construed to assert federal civil rights violations claims under 42 U.S.C. § 1983 against Ameren, these claims fail because Ameren is not a state actor. Jackson v. Metro. Edison Co., 419 U.S. 345, 358, 95 S.Ct. 449, 457, 42 L. Ed. 2nd 447 (1974)(the mere fact that a public utility is 'a heavily regulated, privately owned utility, enjoying at least a partial monopoly in the providing of electrical service within its territory' is insufficient to establish, without more that the utility is a state actor for section 1983 purposes)." District Court Case, *Order of Dismissal*, p. 3.

NP

42. At paragraph 46 of the Complaint, Complainant has asked the Commission to "lift insane policy of denial of service." The Company infers that Complainant is requesting that the Commission order the Company to restore service to the Premises. As explained in paragraph 40, above, the Company cannot lift the hold on the connect order and proceed with connecting service because the service has been disconnected for more than six months and neither Complainant nor the City of St. Louis Electrical Inspection Supervisor has provided the Company with any documentation to show that the legally required wiring inspection has occurred. Proceeding to reconnect service prior to the inspection would violate of Annex H of Chapter 25.02 of the Revised Code of the City of St. Louis. . In addition, Complainant has expressly stated that the electrical wiring in his house has been both cut, and stolen. The Company acknowledges that the Commission has the statutory authority, when it has determined that a public utility has violated the law, to "prescribe…the just and reasonable acts and regulations to be done and observed." §393.140(5) RSMo (2016). Complainant, however, would have the Commission do the exact *opposite*—he wants the Commission to require that the Company, which has followed the Commission's regulations and its own tariffs, to *violate* the law, and common sense, by reconnecting his service even though no wiring inspection has been conducted and even though Complainant has advised that the wiring inside the Premises has been cut and stolen. Needless to say, the Commission does not have the statutory authority to order the Company to violate a law, not least of which a law designed to ensure electrical safety.

43. At paragraph 46 of the Complaint, Complainant directs, "[b]e responsible for damages." The Company presumes that Complainant is requesting that the Commission order the Company to pay damages to Complainant. The Commission is a regulatory body of limited jurisdiction having only such powers as are conferred by statute, and cannot require a refund, order damages or grant equitable relief. ***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).

44. At paragraph 47 of the Complaint, Complainant states that the Company should "accept fiscal responsibility of access." The Company infers from the statement, and from Complainant's statements to the Company that his bills were "exorbitant" and that the Company could write them off, that Complainant wants the Commission to order the Company to not hold

NP

him responsible for the charges for the service he has received. As noted above, the Commission cannot grant equitable relief. ***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). Further, the Company has a legal duty to charge Complainant for the service provided to him. Subsections 393.130.2 and .3 RSMo expressly prohibit electric utilities from directly or indirectly charging, demanding, collecting or receiving less compensation for electric service than the utility charges any other person for a like service under the same or substantially similar circumstances or conditions, and prohibit the utility from granting any undue or unreasonable preference or advantage to any person. Because the Company charges other residential customers for electric utility service, it must also charge Complainant for the electric service provided to him.

45. When the Commission cannot grant the relief a complainant requests, it is proper for the Commission to grant a motion to dismiss. ***City of O'Fallon v. Union Electric Co***., 2015 Mo. App. Lexis 454, *11, *16 (April 28, 2015)("the Commission's powers are limited to those conferred by statute either expressly or by clear implication as necessary to carry out the powers specifically granted" and where the complainant could provide, "no statutory authority for the Commission to grant the requested relief[,]" the complaint was properly dismissed).

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

Sarah E. Giboney, #50299
Smith Lewis, LLP
111 South Ninth Street, Suite 200
P.O. Box 918
Columbia, MO 65205-0918
(573) 443-3141 (Telephone)
(573) 442-6686 (Facsimile)
Giboney@smithlewis.com

Paula N. Johnson, # 68963
Senior Corporate Counsel
1901 Chouteau Avenue, MC 1310
P.O. Box 66149
St. Louis, MO 63166-6149
(314) 554-3533 (phone)
(314) 554-4014 (facsimile)
amerenmoservice@ameren.com

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

NP

SMITH LEWIS, LLP

/s/ Sarah E. Giboney
Sarah E. Giboney, #50299
111 South Ninth Street, Suite 200
P.O. Box 918
Columbia, MO 65205-0918
(573) 443-3141
(573) 442-6686 (Facsimile)
giboney@smithlewis.com

/s/ Paula N. Johnson
Paula N. Johnson, #68963
Senior Corporate Counsel
1901 Chouteau Avenue, MC 1310
P.O. Box 66149
St. Louis, MO 63166-6149 (314) 554-3533
(phone) (314) 554-4014 (facsimile)
amerenmoservice@ameren.com

Attorneys for Union Electric Company d/b/a
Ameren Missouri

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Amended Answer, Affirmative Defenses and Motion to Dismiss was served on all of the following parties via electronic mail (e-mail), and also served on Complainant via U.S. Mail, on this 21st day of June, 2017.

Missouri Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounselservice@psc.mo.gov

Office Of Public Counsel
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

Jerreld Fisher
2519 Saint Louis Ave.
St. Louis MO 63106
jerreldfisher@yahoo.com

/s/ Sarah E. Giboney
Sarah E. Giboney

NP