

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

Missouri Office of the Public Counsel,)	
)	
Complainant,)	
)	
v.)	File No. GC-2023-0258
)	
Union Electric Company)	
d/b/a Ameren Missouri,)	
)	
Respondent)	

ANSWER AND AFFIRMATIVE DEFENSES

Comes now, Union Electric Company d/b/a Ameren Missouri ("Ameren Missouri" or "Company") and for its Answer and Affirmative Defenses to the complaint filed by the Office of Public Counsel ("OPC") states:

1. Ameren Missouri admits that Section 393.152 RSMo. and Public Service Commission Rule 20 CSR 4240-13.030 dictates the terms and conditions by which an investor-owned gas utility company may collect customer paid deposits. Ameren Missouri denies each and every other allegation contained in paragraph one of this Complaint.

2. Ameren Missouri admits the allegations contained in paragraph two of the Complaint.

3. Ameren Missouri admits the allegations contained in paragraph three of the Complaint.

4. With regard to paragraph four of the Complaint, the paragraph quotes a statute, does not state any allegations, and no answer or response is warranted.

5. Ameren Missouri admits the allegations contained in paragraphs five and six of the Complaint.

6. With regard to paragraphs seven, eight and nine of the Complaint, the paragraphs reference or quote statutes, do not state any allegations, and no answer or response is warranted.

Count One
Purported Violations of 20 CSR 4240-13.030(4)(D)

7. In response to Complaint paragraph 10, Ameren Missouri realleges and incorporates by reference all prior paragraphs of its Answer and Affirmative Defenses as though fully set forth herein.

8. With regard to paragraphs 11 and 12 of the Complaint, the paragraphs quote from or describe Commission rules, do not state any allegations, and therefore no answer or response is warranted.

9. With regard to Complaint paragraph 13, Ameren Missouri admits Rule 13.030(4)(D) mandates that the utility “promptly” refund the deposit to a customer that satisfactorily pays all undisputed utility charges “during the last twelve (12) billing months.” The remainder of paragraph 13 of the Complaint contains legal arguments that do not warrant a response. To the extent a response is warranted. Ameren Missouri denies each and every remaining allegation contained in paragraph 13 of the Complaint.

10. Paragraph 14 of the Complaint contains legal arguments that do not warrant a response. To the extent a response is warranted, Ameren Missouri denies each and every allegation contained in paragraph 14 of the Complaint.

11. Ameren Missouri denies each and every allegation contained in paragraph 15 of the Complaint.

WHEREFORE, having fully answered the allegations contained in Count One, Ameren Missouri prays that the Complaint be dismissed and for such further relief as this Honorable Commission finds just and proper.

Count Two
Purported Violations of Section 393.152 RSMo.

12. In response to Complaint paragraph 16, Ameren Missouri realleges and incorporates by reference all prior paragraphs of its Answer and Affirmative Defenses as though fully set forth herein.

13. With regard to paragraph 17 of the Complaint, the paragraph quotes from statute, does not state any allegations, and no response or answer is warranted.

14. Paragraph 18 of the Complaint contains legal arguments that do not require a response. To the extent a response is required, Ameren Missouri denies each and every allegation contained in paragraph 18 of the Complaint.

15. Ameren Missouri denies each and every allegation contained in paragraph 19 of the Complaint.

WHEREFORE, having fully answered the allegations contained in Count Two, Ameren Missouri prays that this Complaint be dismissed and for such further relief as this Honorable Commission finds just and proper.

Count Three
Purported Violations of 20 CSR 4240-13.030(2)

16. With regard to paragraph 20 of the Complaint, Ameren Missouri realleges and incorporates by reference all prior paragraphs of its Answer and Affirmative Defenses as though fully set forth herein.

17. With regard to paragraph 21 of the Complaint, the paragraph cites to Commission rule, does not state an allegation, and no answer or response is warranted.

18. Paragraph 22 of the Complaint contains legal arguments that do not warrant a response. To the extent that a response is warranted, Ameren Missouri denies each and every allegation contained in paragraph 22 of the Complaint.

19. Ameren Missouri denies each and every allegation contained in paragraph 23 of the Complaint.

WHEREFORE, having fully answered the allegations contained in Count Three, Ameren Missouri prays that this Complaint be dismissed and for such further relief as this Honorable Commission finds just and proper.

Count Four
Purported Violations of 20 CSR 4240-13.030(4)(B)

20. With regard to paragraph 23 of the Complaint, Ameren Missouri realleges and incorporates by reference all prior paragraphs of its Answer and Affirmative Defenses as though fully set forth herein.

21. Ameren Missouri admits Commission Rule 20 CSR 4240-13(4)(B) contains the language “[t]he utility shall make all reasonable efforts to return a deposit to its customer when the customer is entitled to the return of their deposit....” The rest of paragraph 25 contains legal arguments that do not warrant a response. To the extent that a response is warranted Ameren Missouri, denies each and every allegation contained in paragraph 25 of the Complaint.

22. Ameren Missouri denies each and every allegation contained in paragraph 26 of the Complaint.

WHEREFORE, having fully answered the allegations contained in Count Four, Ameren Missouri prays that this Complaint be dismissed and for such further relief as this Honorable Commission finds just and proper.

Affirmative Defenses

1. Complainant has failed to set forth a cause of action upon which relief can be granted.

2. Until a deposit is paid in full, the deposit is not tendered, a receipt for tender of deposit is not required to be provided under 20 CSR 4240-13.030(4)(F), and the 12-billing-month prompt payment timeframe for refund of deposit does not commence. If a deposit is paid in installments, the deposit is not paid in full until all installments are paid.

3. Commission Rule 20 CSR 4240-13.030(3) provides for a residential customer who is unable to pay the entire deposit assessed against them for nonpayment of a delinquent account not in dispute (under paragraph 2A) or has failed to timely pay an undisputed bill five out of the 12 consecutive monthly billing periods (for monthly billed customers under paragraph 2C), during the months of November, December and January, to ~~be~~ pay their deposit in installments over a six-month period. Commission Rule 20 CSR 4240.13.030(4)(I) requires a utility to permit an applicant or customer assessed a deposit to pay the deposit in installments unless certain diversion, unauthorized use or other circumstances can be shown. However, as a courtesy to customers, since May 2021, Ameren Missouri has allowed all residential customers who are assessed a deposit for initiation of or continuation of utility service for whatever circumstances year-round to pay such deposit in installments over six billing months. Accordingly, Ameren Missouri is extending courtesies to all residential customers for payment of deposits in installments beyond what is strictly required under the Commission Rules.

4. Commission Rule 20 CSR 4240-13.030(4)(D) provides for prompt refund/crediting of a tendered deposit, with accrued interest, to a residential customer upon satisfactory payment of all undisputed utility charges during the last 12 billing months. As a courtesy to customers, Ameren

Missouri promptly refunds/credits tendered deposits to customers who have good payment history, which means that they have timely paid (paid on or before the delinquent date) their undisputed bill eight or more times during the last 12 billing months. Therefore, Ameren Missouri is extending courtesies to all residential customers who have tendered a deposit to allow a limited amount of late payments to still have their tendered deposit refunded/credited back to them.

5. Ameren Missouri has reasonably interpreted and applied the Commission's Deposit Rules in its assessment and refund of residential customer deposits and has extended courtesies to residential customers beyond the strict requirements set out in the Rules as described above. Ameren Missouri has not violated Commission Deposit Rules, and no penalties should be assessed against the Company.

Respectfully submitted,

Banks Law LLC

/s/ Eric Kendall Banks

Eric Kendall Banks, MBE#28655

1824 Chouteau Avenue

St. Louis, Missouri 63103

314-583-7075

302-365-2789 (e-Fax)

ericbanks@banksllc.com

**Counsel for Union Electric Company d/b/a
Ameren Missouri**

CERTIFICATE OF SERVICE

I hereby certify that on March 10, 2023, I caused the aforementioned document to be electronically filed with the Secretary of the Public Service Commission of the State of Missouri who will send a copy to counsel for all parties of record.

/s/ Eric Kendall Banks