

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

Claude Scott,)	
)	
Complainant,)	
)	
vs.)	Case No: EC-2018-0371
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer states as follows.

Procedural Background

1. On June 11, 2018 Complainant initiated this proceeding against the Company (the “Complaint”), pertaining to the Company’s charges for residential electric (1M) service (“service”) to him at *** [REDACTED] *** (“4110”) and at *** [REDACTED] [REDACTED] *** (“3725”).

2. On July 12, 2018, the Commission granted Ameren Missouri’s request for mediation, and suspended the procedural schedule, pending mediation.

3. On September 5, 2018, noting that mediation between the parties did not resolve the Complaint, the Commission issued an order scheduling a prehearing conference for September 20, 2018.

4. On September 20, 2018, the prehearing conference was held.

5. On September 21, 2018, the Commission issued an order that Ameren Missouri file an answer to the Complaint no later than October 22, 2018, and that Staff file its report no later than November 5, 2018.

6. The Company inadvertently failed to file its answer on October 22, 2018, and has filed a motion for leave to file out of time.

Answer

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

8. The Company admits the allegations of paragraph 1 of the Complaint.

9. In answer to paragraph 2, the Company admits that the utility service complained of was received by Complainant at the address set forth in paragraph 1.

10. In answer to paragraph 3, the Company admits that its address for payment processing is the address set forth in paragraph 3. In further answer the Company states that its mailing address for purposes of this proceeding are: 1901 Chouteau Ave., MC-1310, P.O. Box 66149, St. Louis, Missouri 63166-6149.

11. The Company admits the allegations of paragraph 4.

12. In answer to paragraph 5, the Company admits that the amounts at issue in this Complaint are ***[REDACTED]*** and ***[REDACTED]***, but denies that Complainant was overbilled ***[REDACTED]*** and denies that the Company failed to credit to Complainant's account a ***[REDACTED]*** payment made by Complainant.

13. In answer to paragraph 6, the Company denies that Complainant is entitled to the relief requested and denies the allegations of fact set forth in paragraph 6.

14. Paragraph 7 appears to state, in part, legal conclusions to which no answer is required, but to the extent an answer is required, the Company denies that it has violated any statute, tariff, Commission regulation or order. In further answer, the Company denies the allegations of fact set forth in paragraph 7. In further answer, the Company also notes that although Complainant states therein, "[p]lease refer to the enclosed letter for details[,]", no letter was enclosed with or attached to the Complaint served on the Company and the Company finds no letter attached to the Complaint as filed in EFIS, although Complainant did attach to his Complaint copies of account activity statements for 4110 and 3725 upon which Complainant appears to have made handwritten comments. The Company assumes that these comments are the "enclosed letter" to which Complainant refers, and makes its answer to said handwritten comments as follows:

a. The Company denies the allegations handwritten by Complainant on the copy of an account activity statement for 3725 attached to the Complaint.

b. The Company denies the allegations handwritten by Complainant on the last page of the copy of an account activity statement for 4110 attached to the Complaint.

15. In answer to paragraph 8, the Company admits that Complainant has contacted the Company to present the matters alleged in the Complaint to the Company, but denies that it has erred with respect to any amounts charged to Complainant for service or credits applied for payments made by Complainant and therefore denies all such allegations. The remaining allegations of paragraph 8 are directed at the Commission not the Company, and do not allege facts to prove that the Company violated a statute, rule tariff of order of the Commission, and therefore the Company makes no answer thereto.

16. In further answer, the Company states that Complainant's accounts for service to 4110 and 3725 do not simply reflect the Company's charges for services for full monthly billing cycles, bill statements issued for the charges, and payment of the charges in full by the due date. Complainant's accounts also reflect, and are complicated by: late payments; missed payments; defaulted payment agreements; budget billing and the associated accrued budget bill ahead/behind amounts; a short billing cycle for the final 11 days of service at 4110; a final bill for 4110 that included the balance from the prior "full cycle" bill and a pro-rated budget billing amount for the 11 days of service; a transferred balance to 3725 related to the final bill for 4110; the cancellation of budget billing and the associated settling up of accrued ahead/behind amounts with the next bill cycle; accruing delinquent balances; disconnection for nonpayment; pledged energy assistance; the timing of pledge payments; and other factors. Therefore, as an aid to the Commission and in further answer, the Company offers the following recapitulation of charges, billings and payments relating to service in Complainant's name to 4110 and 3725, and other events germane to the Complaint, to demonstrate that the Company has correctly charged Complainant for service and correctly applied the payments it has received.

- a. Effective 7/23/17, service at 4110 was placed in Complainant's name. At that time, an unpaid balance of ***[REDACTED]*** was transferred to the account for 4110 from a prior account in Complainant's name for service to 2467 Center, St. Louis, MO 63136.
- b. On 8/01/17, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 8/23/17. This included current charges of ***[REDACTED]*** for service from 7/23/17-7/31/17, and the transferred balance of ***[REDACTED]***.
- c. On 8/08/17 Complainant and the Company entered into a non-Cold Weather Rule payment agreement ("PAG") under which the Company agreed to accept a minimum payment of ***[REDACTED]*** by 8/29/17, and to accept payment of the remaining ***[REDACTED]*** balance in 12 installments—11 installments of ***[REDACTED]*** per month and a final installment of ***[REDACTED]***—all pending the Company's receipt of the initial payment. The Company received the ***[REDACTED]*** initial payment on 8/24/17, at which time the remaining ***[REDACTED]*** balance was set up on the PAG. On 8/24/17, a PAG letter was sent to Complainant, advising among other things, that the PAG would default if any payment is less than the full amount due, or if paid after a bill's due date, advising that upon default, the balance of the PAG will be billed, and advising that failure to meet the terms of the PAG may result in disconnection for non-payment.
- d. On 8/31/17, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 9/22/17. This included current charges of ***[REDACTED]*** for service from 7/31/17-8/29/17, and a payment agreement installment of ***[REDACTED]***. Complainant made no payment by the 9/22/17 due date, and the PAG defaulted.
- e. On 10/2/17, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 10/23/17. This included current charges of ***[REDACTED]*** for service from 8/29/17-9/28/17, the defaulted PAG amount of ***[REDACTED]***, the prior balance of ***[REDACTED]*** and late pay charges totaling ***[REDACTED]***.
- f. A payment of \$148.43 was received on 10/3/17, reducing the ***[REDACTED]*** due to ***[REDACTED]***.

g. On 10/26/17, a disconnect notice was issued to Complainant, advising that unless the past due balance of ***[REDACTED]*** was paid on or before 11/7/17, his service would be disconnected for nonpayment.

h. On 10/31/17, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 11/22/17. This included current charges of ***[REDACTED]*** for service from 9/28/17-10/29/17, the prior balance of ***[REDACTED]*** and late pay charges totaling ***[REDACTED]***.

i. On 10/31/17, A payment of ***[REDACTED]*** was received, reducing the total amount due to ***[REDACTED]***.

j. On 11/1/17, Complainant and the Company entered into a Cold Weather Rule PAG (“CWR PAG”) under which the Company agreed to accept a minimum payment of ***[REDACTED]*** by 11/7/17, and to accept payment of the remaining ***[REDACTED]*** in 12 installments—11 installments of ***[REDACTED]*** per month and a final installment of ***[REDACTED]***—all pending the Company’s receipt of the initial payment. Complainant also agreed to set up budget billing at ***[REDACTED]*** per billing cycle.

k. The Company received a ***[REDACTED]*** initial payment on 11/6/17, at which time the remaining ***[REDACTED]*** balance was set up on the PAG. On 11/6/17, a PAG letter was sent to Complainant, advising among other things, that the CWR PAG would default if any payment is less than the full amount due, or if paid after a bill’s due date, advising that upon default, the balance of the CWR PAG will be billed, and advising that failure to meet the terms of the CWR PAG may result in disconnection for non-payment.

l. On 12/1/17 the Company issued a bill statement to Complainant for ***[REDACTED]*** due 12/26/17. This included the budget bill amount of ***[REDACTED]*** for service from 10/29/17 – 11/29/17 and the ***[REDACTED]*** CWR PAG installment. Note that current charges for the service period were ***[REDACTED]***. A payment of ***\$138.00*** was received on 12/27/17 and applied as follows: ***[REDACTED]*** to the CWR PAG, reducing the remaining deferred balance from ***[REDACTED]*** to ***[REDACTED]***; and ***[REDACTED]*** to the current charges of ***[REDACTED]***, resulting in a budget bill behind amount of ***[REDACTED]***.

m. On 1/4/18 the Company issued a bill statement to Complainant for *** [REDACTED] *** due 1/26/18. This included the budget bill amount of *** [REDACTED] *** for service from 11/29/17-1/2/18, and the *** [REDACTED] *** CWR PAG installment. Note that current charges for the service period were *** [REDACTED] ***. A payment of *** [REDACTED] *** was received on 1/29/18 and applied as follows: *** [REDACTED] *** to the CWR PAG, reducing the remaining deferred balance from *** [REDACTED] *** to *** [REDACTED] ***; \$100.00 to the current charges of *** [REDACTED] ***; increasing the accrued budget bill behind amount to *** [REDACTED] *** (*** [REDACTED] *** plus *** [REDACTED] ***); and the remaining *** [REDACTED] *** was applied as paid in advance.

n. On 2/2/18 the Company issued a bill statement to Complainant for *** [REDACTED] *** due 2/26/18. This included the budget bill amount of *** [REDACTED] *** for service from 1/2/18-1/31/18, and the *** [REDACTED] *** CWR PAG installment. Note that current charges for the service period were *** [REDACTED] ***. A payment of *** [REDACTED] *** was received on 2/27/18 and applied as follows: *** [REDACTED] *** to the CWR PAG, reducing the remaining deferred balance from *** [REDACTED] *** to *** [REDACTED] ***; and *** [REDACTED] *** to the current charges of \$140.30, increasing the accrued budget bill behind amount to *** [REDACTED] *** (*** [REDACTED] *** plus *** [REDACTED] ***).

o. On 3/5/18 the Company issued a bill statement to Complainant for *** [REDACTED] *** due 3/26/18. This included the budget bill amount of *** [REDACTED] *** for service from 1/31/18-3/1/18, and the *** [REDACTED] *** CWR PAG installment. Note that current charges for the service period were *** [REDACTED] ***.

p. On 3/12/18, Complainant called and requested to take the service out of his name at 4110 effective 3/12/18 and start service in his name at 3725 retroactive to 3/9/18.

q. On 3/15/18, the Company issued a final bill statement to Complainant for *** [REDACTED] *** due 4/6/18. This included the *** [REDACTED] *** prior balance from the statement issued on 3/5/18, plus a pro-rated budget bill amount of *** [REDACTED] *** for the eleven-day partial billing period covered by the final bill—3/1/18-3/12/18. Note that current charges for the eleven-day period were *** [REDACTED] ***.

r. As a result of terminating the account for service to 4110, and starting service at 3725, a new account was created for 3725, and the CWR PAG and its remaining balance of ***[REDACTED]*** transferred to the account for 3725. In addition, the ***[REDACTED]*** final bill amount due for 4110 was transferred to the new account for 3725.

s. A payment of ***[REDACTED]*** was received on 4/10/18 and this was applied to and paid off the transferred final bill balance for 4110. Specifically, the ***[REDACTED]*** was applied as follows: ***[REDACTED]*** to the CWR PAG, reducing the remaining deferred balance from ***[REDACTED]*** to ***[REDACTED]***; and ***[REDACTED]*** to the current charges of ***[REDACTED]*** (***[REDACTED]*** plus ***[REDACTED]***) and the ***[REDACTED]*** balance of the \$137.00 payment (***[REDACTED]*** minus ***[REDACTED]***) was applied to pay down the accrued budget bill behind amount, reducing the accrued budget bill behind amount to ***[REDACTED]*** (***[REDACTED]*** minus ***[REDACTED]***).

t. On 4/12/18, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 5/3/18. This included the budget bill amount of ***[REDACTED]*** for service from 3/9/18-4/10/18, and the ***[REDACTED]*** CWR PAG installment. Note that current charges for the service period were ***[REDACTED]***.

u. On 4/18/18 Complainant called and requested to stop budget billing. The Company cancelled budget billing for 3725, effective with the next billing cycle.

v. Complainant failed to pay the ***[REDACTED]*** billed to him on 4/12/18 by the 5/3/18 due date, and the CWR PAG defaulted.

w. On 5/11/18 the Company issued a bill statement to Complainant for ***[REDACTED]*** due 6/4/18. This included the entire remaining balance of the defaulted CWR PAG agreement of ***[REDACTED]*** (which figure included the ***[REDACTED]*** CWR PAG installment billed on the 4/12/18 statement but not paid). It also included the prior ***[REDACTED]*** budget billing amount (billed on the 4/12/18 statement but not paid) reflected on the statement as the prior balance, an accrued budget bill behind amount of ***[REDACTED]*** (the accrued budget bill behind amount as of 4/10/18 of ***[REDACTED]***, minus the \$100.00 budget billing amount reflected on this statement as the prior balance, plus the prior month's actual but deferred charges of ***[REDACTED]*** shown on the 4/12/18).

It also included current charges for the service period of ***[REDACTED]*** and late fees of ***[REDACTED]***.

x. Complainant failed to make any payment toward the ***[REDACTED]*** by the 6/4/18 due date.

y. On 6/12/18 the Company issued a bill statement to Complainant for ***[REDACTED]*** due 7/3/18. This included the prior ***[REDACTED]*** balance, current charges of ***[REDACTED]*** for service from 5/9/18-6/10/18, and late pay charges totaling ***[REDACTED]***.

z. On 6/7/18, a disconnect notice was issued to Complainant, advising that unless the past due balance of ***[REDACTED]*** was paid on or before 6/19/18, his service would be disconnected for nonpayment.

aa. On 6/12/18, Complainant filed this Complaint. As a result, the Company removed his account from collections, cancelling the disconnection notice, so that he would not be disconnected for failure to pay the amount stated in the disconnection notice which included the amount in dispute in the Complaint.

bb. Complainant failed to make any payment toward the ***[REDACTED]*** amount due by the 7/3/18 due date.

cc. On 7/9/18, a disconnect notice was issued to Complainant that inadvertently included the amount in dispute in this Complaint. The notice advised that unless the entire past due balance of ***[REDACTED]*** was paid on or before 7/19/18, his service would be disconnected for nonpayment.

dd. On 7/12/18, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 8/2/18. This included the prior ***[REDACTED]*** balance, current charges of ***[REDACTED]*** for service from 6/10/18-7/10/18, and late pay charges totaling ***[REDACTED]***.

ee. The disconnection notice issued on 7/9/18 should have been issued only as to the ***[REDACTED]*** past due portion of Complainant's balance that was not in dispute (***[REDACTED]*** minus the ***[REDACTED]*** in dispute). The Company became aware of its error via the Notice of Extra Record Communication issued in this Complaint on

7/13/18. On 7/13/18, in accordance with the Commission's instruction in that notice, "Complainant's service should not be disconnected for non-payment of the amount at issue in the complaint" and in accordance with Rule 4 CSR 240-13.050(6) that provides a utility shall take necessary steps to withdraw or cancel disconnect notices inadvertently issued as to a portion of a bill that is in dispute, the Company removed Complainant's account from collections, effectively cancelling the disconnection notice, and suspended from collection the ***[REDACTED]*** in dispute.

ff. On 7/31/18, Community Action Agency of St. Louis County (CAASTLC) made an on-line, automated inquiry regarding Complainant's account status through the Company's Energy Assistance (EA) Portal. Some of the information provided to agencies via the EA portal includes account status, collection status, and account balance information. An EA Portal inquiry as of 7/31/18 would have shown that Complainant's account was not in threat of disconnection at that time. CAASTLC did not pledge any funds toward Complainant's account balance on 7/31/18.

gg. Despite the Commission's reminder to Complainant in its Notice of Extra Record Communication that Complainant was, "not relieved of payment obligations for continued utility service independent of the amount at issue in the complaint," Complainant failed to make any payment toward the ***[REDACTED]*** due on 8/2/18.

hh. On 8/7/18, a disconnect notice was issued to Complainant, advising that unless his past due balance of ***[REDACTED]*** (***[REDACTED]*** minus the ***[REDACTED]*** in dispute) was paid on or before 8/17/18, his service would be disconnected for nonpayment. On 8/17/18, two automated collection calls were made to Complainant, advising of the pending disconnection and the amount due to avoid disconnection.

ii. On 8/10/18, the Company issued a bill statement to Complainant for ***[REDACTED]*** due 8/31/18. This included the prior ***[REDACTED]*** prior balance, current charges of ***[REDACTED]*** for service from 7/10/18-8/8/18, and late pay charges totaling ***[REDACTED]***.

jj. Complainant failed to make any payment toward the amount noted in the disconnection notice, and on 8/22/18 at 12:27 p.m., his service was disconnected for nonpayment.

kk. On 8/22/18 at 3:30 p.m., through the EA Portal, CAASTLC pledged ***[REDACTED]*** in Missouri Heat Up St. Louis (MO HUSTL) funds and ***[REDACTED]*** in Summer Energy Crisis Intervention Program (ECIP) funds toward Complainant's account balance. The total ***[REDACTED]*** pledged was an amount sufficient to cover the ***[REDACTED]*** delinquent account balance as well as a ***[REDACTED]*** reconnection fee. At 4:36 p.m., the Company restored Complainant's service. As a condition of receiving the pledges, Complainant's account was placed back on budget billing.

ll. On 8/31/18 a payment of ***[REDACTED]*** (the previously pledged ECIP funds) was received. At that point, Complainant's account balance was ***[REDACTED]*** (***[REDACTED]*** plus ***[REDACTED]*** reconnection fee). On 9/5/18, a payment of ***[REDACTED]*** was received. These two payments reduced the prior balance to ***[REDACTED]***.

mm. On 9/11/18, the Company issued a bill statement to Complainant for***[REDACTED]*** due 10/02/18. This included the ***[REDACTED]*** prior balance, the budget bill amount of ***[REDACTED]*** for service from 8/8/18-9/9/18, ***[REDACTED]*** in taxes on the reconnection fee, and a late fee of ***[REDACTED]***. Note that current charges for the service period were ***[REDACTED]***.

nn. On 9/26/18, a payment of ***[REDACTED]*** (the previously pledged MO HUSTL funds) was received, \$100.00 of which was applied to the charges for service referred to in paragraph mm., resulting in a budget bill ahead amount of ***[REDACTED]*** (***[REDACTED]*** minus ***[REDACTED]***) and reducing the amount due on 10/02/18 to ***[REDACTED]***.

oo. On 10/10/18, the Company issued a bill statement to Complainant for***[REDACTED]*** due 10/31/18. This included the ***[REDACTED]*** prior balance, the budget bill amount of ***[REDACTED]*** for service from 9/9/18-10/8/18, and a late fee of ***[REDACTED]***. Note that current charges for the service period were ***[REDACTED]***.

WHEREFORE, Ameren Missouri respectfully requests that the Commission enter an order setting the matter of whether the Company has violated a statute, tariff, Commission regulation or Commission order, for hearing.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following parties via electronic mail (e-mail) or U.S. Mail on this 24th day of October, 2018.

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