

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

Jill Covington Beatty,)	
Complainant,)	
)	
vs.)	Case No: EC-2017-0198
)	
Union Electric Company, d/b/a)	
Ameren Missouri,)	
Respondent.)	

ANSWER, AFFIRMATIVE DEFENSES AND MOTION TO DISMISS
COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer and Affirmative Defenses states as follows.

ANSWER

1. On January 20, 2017, Complainant initiated this proceeding against Company.
2. Any allegation not specifically admitted herein by the Company should be considered denied.
3. The Company admits the allegations of paragraphs 1, 3 and 4 of the Complaint.
4. The Company denies the allegation of paragraph 2 of the Complaint, and in further answer states as follows. The Company provides residential electric (1M) service to Complainant at the address listed in paragraph 1 of the Complaint, 601 West 3rd St. Apt. 36, Caruthersville, Missouri. Bills for that service are mailed to the PO Box address set out in subparagraph b of paragraph 2 of the Complaint.
5. The Company denies the allegations of paragraph 5 of the Complaint.
6. In answer to paragraph 6 of the Complaint, the Company admits that the Commission has the authority to review the amounts billed to Complainant, but denies the remaining allegations of said paragraph 6 and denies that Complainant is entitled to the other relief requested therein.
7. The Company denies the allegations of paragraph 7 of the Complaint.
8. In answer to paragraph 8 of the Complaint, the Company admits: that Complainant has called the Company multiple times to dispute the transfer of a prior unpaid

account balance for residential electric service to Complainant's account for service to 601 West 3rd St., Apt. 36, Caruthersville, MO ("3rd St." or the "3rd St. Account"); and that Complainant has called the Company multiple times to dispute a deposit assessed and billed to the 3rd St. Account. The Company denies the remainder of the allegations of paragraph 8 as stated.

9. As an aid to the Commission and in further answer, the Company offers the following recapitulation of events germane to the Complaint:

- a. On May 20, 2016, Complainant called to request residential electric service in her name at 3rd Street. During the call, the Company representative advised that a final bill issued March 14, 2014 for residential electric service in Complainant's name at 515 Cape Meadows Cir., Unit 21, Cape Girardeau, Missouri through March 12, 2014 (the "Cape Meadows Account") remained unpaid and would be transferred to Complainant's new 3rd St. Account.
- b. At the time Complainant called to request residential electric service in her name at 3rd St., her Equifax Advanced Energy Risk Score (credit score) was [REDACTED] for which the Company may require an applicant for service to provide a deposit as a condition of furnishing service.
- c. Complainant began receiving residential electric service at 3rd Street on May 23, 2016. That same day, the Company mailed a letter to Complainant advising that a deposit in the amount of \$***.** had been assessed to the 3rd St. Account and would be billed to Complainant in three installments, with the first installment appearing on Complainant's next monthly bill.
- d. May 27, 2016, Complainant called the Company, stating she had learned there was a balance on the 3rd St. Account of \$***.**. Company representatives explained that: the Cape Meadows Account was closed March 12, 2014 when Complainant called to request a final bill; the final bill for the Cape Meadows Account, issued March 14, 2014, had never been paid and therefore the Cape Meadows Account balance was transferred to the 3rd St. Account; and the Company assessed a deposit as a condition of providing service to Complainant at 3rd St. Complainant stated that she received an Energy Assistance (EA) pledge in 2014 that should have paid off the Cape Meadows Account balance. The Company advised that it had no record of a

2014 EA pledge made towards Complainant's bill, and suggested that Complainant contact the EA agency to obtain information about any 2014 EA pledge.

- e. As of the date of this Answer, Complainant has not provided the Company with any information or documentation evidencing a 2014 EA pledge on any Company account in Complainant's name.
- f. June 10, 2016, the Company issued a bill to Complainant in the amount of \$***.**. This included current charges for electric service for the period May 20, 2016 through June 9, 2016 of \$**.**, a deposit installment of \$**.**, and the \$***.** Cape Meadows Account transferred balance.
- g. June 21, 2016, Complainant called the Company and reiterated her position. In addition, she requested that the deposit assessed to the 3rd St. Account be waived. The Company representative stated the deposit would not be waived. The Company representative offered Complainant a payment agreement. Complainant declined the payment agreement and accused the Company of stealing from her.
- h. July 12, 2016, the Company issued a bill to Complainant in the amount of \$***.**. This included current charges for electric service for the period June 9, 2016 through July 11, 2016 of \$***.**, a deposit installment of \$**.**, a prior balance of \$***.**, and late pay charges of \$**.**.
- i. Because Complainant made no payments on the amounts due on the 3rd St. Account, the Company mailed disconnect notices to Complainant on July 12, 2016 and July 15, 2016, advising Complainant that unless the \$***.** portion of her bill that was delinquent was paid on or before July 27, 2017, her service would be disconnected for nonpayment.
- j. July 20, 2016, Complainant called the Company regarding her 3rd St. Account balance and the pending disconnection. The Company representative explained that Complainant was eligible for a non-Cold Weather Rule payment agreement consisting of an initial payment of 50% of the outstanding balance plus the unpaid, billed deposit installments, or \$***.**, to be made by July 27, 2016 to prevent disconnection, and payment

of the remainder of the balance in three monthly installments. Complainant declined the payment agreement, stated she would pay \$*** the next month, and stated she would not pay the transferred balance from her Cape Meadows Account or the deposit portions of her 3rd St. Account bill. The Company representative advised Complainant that if her service were disconnected for nonpayment, she would be required to pay the full \$***.** to have her service reconnected.

- k. Because Complainant made no payments on the amounts due on the 3rd St. Account, on the morning of July 28, 2016, service to 3rd Street was disconnected for nonpayment.
- l. The afternoon of July 28, 2016, Complainant called the Company and was advised that her 3rd St. Account balance was \$***.**, and she would be required to pay \$***.** to have her service reconnected. Complainant stated that she was disabled and could not stay in her apartment without electricity, and asked, “if [she] had something from [her] doctor would that be considered?” The Company representative explained that if Complainant faxed a statement signed by Complainant’s doctor or nurse practitioner, on their letterhead, stating her diagnosis and the necessity for her to have electricity, and faxed the statement within 24 hours of the disconnection, Complainant might be eligible to have her service reconnected and to receive an extension of time to pay her bill. The representative provided the fax number to send the statement, and advised that the Company would contact Complainant after the fax was received and reviewed.
- m. On July 29, 2016, Complainant faxed a document from the Social Security Administration. That same day, the Company called Complainant to advise that the document was not from Complainant’s doctor or nurse practitioner and therefore did not meet the requirements for the medical hardship extension.
- n. August 2, 2016, Complainant called and reported a payment of \$***.**. She was advised by multiple Company representatives that she had been offered a payment agreement to pay \$***.** prior to disconnection and the remaining

balance in three installments, that she had declined the payment agreement, and because her service had been disconnected, the 3rd St. Account was no longer eligible for a payment agreement, such that an additional payment of \$***.** was required for reconnection.

- o. August 4, 2016, Complainant called the Company and was advised that she was no longer eligible for the medical hardship extension, because electric service to 3rd St. had been disconnected for more than 24 hours. The same day, Complainant called to report a payment of \$***.**. The Company immediately issued an order to reconnect Complainant's electric utility service.
- p. Electric service to 3rd St. was reconnected on August 5, 2016.
- q. August 10, 2016, the Company issued a bill to Complainant in the amount of \$***.**. This included current charges for the electric service for the period July 11, 2016 through August 9, 2016, of \$**.**, a deposit installment of \$**.**, a reconnect fee of \$**.**, a prior balance of \$***.**, and late pay charges of \$**.**. The \$***.** prior balance was equal to the \$***.** billed on July 12, 2016 less the \$***.** and \$***.** payments that were made to reconnect service.
- r. August 11, 2016, Complainant called the Company to inquire whether her 3rd St. Account had been sent to a collection agency. The Company representative advised it had not, and offered to check older accounts in Complainant's name to see if any of them had been sent to collections. Complainant declined. Complainant and the representative also discussed the 3rd St. Account balance. The representative explained that although Complainant made \$***.** in payments, Complainant still owed an additional \$***.**, as shown on her August 10, 2016 bill. Complainant disagreed, stating that the Company was busted for trying to steal money from her.
- s. August 12, 2016, Complainant called and received assurances from a Company representative that the collection agency that previously attempted to collect the Complainant's Cape Meadows Account balance would be

notified that Complainant paid the amount of the Cape Meadows Account transferred balance.

- t. August 15, 2016, Complainant called the Company and was advised the balance for the 3rd St. Account was \$***.**.
- u. Because Complainant did not pay the bill for \$***.** before its September 1, 2016 due date, on September 2, 2016, and September 8, 2016, the Company mailed disconnect notices to Complainant advising Complainant that unless the delinquent \$***.** balance was paid on or before September 20, 2016, her service would be disconnected for nonpayment.
- v. September 8, 2016, Complainant called the Company. She reported a payment of \$*** and was advised that she was required to pay the remaining \$***.** delinquent balance to avoid disconnection. Complainant disputed the balance for her 3rd St. Account and insisted she had already paid the required deposit. The Company representative attempted unsuccessfully to go over Complainant's billing and payment history with her, and agreed to send her an account statement.
- w. September 9, 2016, the Company issued a bill to Complainant in the amount of \$***.**. This included current charges for electric service for the period August 9, 2016 to September 8, 2016 of \$***.**, the prior delinquent balance of \$***.**, and late pay charges totaling \$*.**.
- x. September 13, 2016, Complainant called the Company to discuss a pledge made on a prior account in 2013. That same day, the Company received a payment of \$**.**.
- y. September 19, 2016, Complainant called the Company's automated Voice Response Unit ("VRU") and received information concerning her 3rd St. Account: the balance was \$***.**, in order to avoid disconnection she was required to pay \$***.** on or before September 20, 2016, and her last payment was \$**.**. \$***.** is equal to the \$***.** prior delinquent balance less the \$**.** payment received.
- z. That same day, Complainant called the Company and stated to a representative that if her service were disconnected, she would sue the

Company. She and a Company representative also reviewed a \$***.** pledge posted to her Cape Meadows Account on November 29, 2013. The representative and Complainant discussed payment options. The representative offered Complainant a short term extension, until October 20, 2016, to pay \$***.**, and voided the pending disconnection.

- aa. September 21, 2016, Complainant called the Company to dispute the Cape Meadows Account transferred balance and the deposit assessed and billed to her 3rd St. Account. Complainant asserted that the November 29, 2013 pledge of \$***.** on the Cape Meadows Account should have paid that account in full and she should not have been billed for any additional usage since she stated she moved out of the Cape Meadows service address in early February of 2014. The Company provided Complainant with the telephone number for the Commission.
- bb. October 4, 2016, Complainant called the Company, again disputing the transferred balance and deposit. The Company representative acknowledged receipt of a note from Cape Meadows Apartments that Complainant moved from the apartments on February 24, 2014. The representative advised that the Company had not changed its position on the transferred balance or the deposit. Complainant stated she would not pay her bill and was waiting to hear from Commission Consumer Services Staff (“CSS”) regarding her informal complaint. The representative advised that per Company records, CSS’s investigation had been closed on September 30, 2016, and reminded Complainant of the extension until October 20, 2016, to pay \$***.**.
- cc. October 5, 2016, Complainant called the Company and reiterated her position regarding the transferred balance and deposit. Complainant demanded the Company return the money she paid toward the transferred balance.
- dd. October 10, 2016, the Company issued a bill to Complainant in the amount of \$***.**. This included current charges for electric service for the period September 8, 2016 to October 9, 2016 of \$**.**, the prior delinquent balance of \$***.**, and late pay charges totaling \$*.**.

- ee. October 12, 2016, Complainant called the Company and reiterated her position regarding the transferred balance and deposit.
- ff. Complainant did not pay the \$***.** portion of her balance for which she was granted the short term extension by the October 20, 2016 due date.
- gg. November 2, 2016, the Company mailed a disconnect notice to Complainant advising Complainant that unless the delinquent \$***.** balance was paid on or before November 18, 2016, her service would be disconnected for nonpayment.
- hh. November 7, 2016, the Company received a payment of \$**.**.
- ii. November 8, 2016, the Company received a payment of \$***.**.
- jj. November 8, 2016, the Company issued a bill to Complainant in the amount of \$***.**. This included current charges for electric service for the period October 9, 2016 through November 7, 2016 of \$**.**, the prior balance net of the November 7 and 8 payments, of \$***.**, and late pay charges totaling \$**.**.
- kk. November 16, 2016, the Company received an EA pledge toward Complainant's 3rd St. Account balance, in the amount of \$***.**. When EA pledges are made, any deposit amounts assessed and charged, but as yet unpaid, are voided (are no longer charged to the customer). Because of the order in which payments are applied to charges on a customer's account, and because Complainant had not paid her 3rd St. Account balance in full each billing period when the three deposit installment charges (of \$**.**, \$**.** and \$**.**, totaling \$***.**) were billed to Complainant, \$**.** of Complainant's payments had been applied to the deposit, leaving \$**.** of the deposit unpaid. As such, when the November 16, 2016 EA pledge was made, the Company sent Complainant a letter advising that the \$**.** unpaid portion of the deposit had been voided. The Company also mailed a Deposit Certificate evidencing that the Company would continue to hold the \$**.** already paid toward the deposit.
- ll. December 2, 2016, the Company received payment on the \$***.** EA pledge. The \$***.** payment and the \$**.** voided deposit charge netted

against the \$***.** November 8, 2016 bill, resulted in a credit on Complainant's account in the amount of \$***.**.

mm. December 9, 2016, the Company issued a bill to Complainant in the amount of \$*.**. This included current charges for electric service for the period November 7, 2016 through December 8, 2016 of \$**.**, and the \$***.** credit, resulting in a net credit of \$**.**.

nn. January 10, 2017, at Complainant's request, the Company mailed Complainant a duplicate bill and a duplicate of the deposit letter.

oo. January 12, 2017, at Complainant's request, the Company mailed Complainant copies of all account activity statements retained by the Company for accounts opened in Complainant's name.

pp. January 12, 2017, the Company issued a bill to Complainant in the amount of \$*.**. This included current charges for electric service for the period December 8, 2016 through January 11, 2017 of \$**.** and a credit in the amount of \$**.**, resulting in a net credit of \$**.**.

qq. February 10, 2017, the Company issued a bill to Complainant in the amount of \$*.**. This included current charges for electric service for the period January 11, 2017 through February 9, 2017 of \$**.**, and a credit in the amount of \$**.**, resulting in a net credit of \$**.**.

AFFIRMATIVE DEFENSES

Transferred Balance

10. Complainant disputes the transfer of her Cape Meadows Account balance to her 3rd St. Account. The transfer of the balance from Complainant's Cape Meadows Account to her 3rd St. Account is expressly permitted under the Commission's Rules. Termination of service or termination, "means a cessation of service requested by a customer." 4 CSR 240-13.015(1)(EE). Complainant terminated residential electric service to Cape Meadows when she called the Company on March 12, 2014 and requested that service to Cape Meadows be taken out of her name. Complainant never paid the March 14, 2014 final bill for the Cape Meadows Account. Complainant subsequently established residential electric service in her name at 3rd St. 4 CSR 240-13.050(2)(B) provides with regard to unpaid balances for service received by the customer

at a separate residence, "...[i]n the event of discontinuance or termination of service at a separate residential metering point, residence or location in accordance with these rules, a utility may transfer and bill any unpaid balance to any other residential service account of the customer...[.]” The transfer is also expressly permitted by the Company’s Commission-approved tariff, Union Electric Company Electric Service Tariff No. 131.1, General Rules and Regulations, V. Billing Practices, F. Transfer of Balances, which 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.”

Deposit

11. Complainant also disputes the \$***.** deposit assessed and charged to her 3rd St. Account. The Commission’s Rules expressly permit a utility to require a deposit as a condition of providing new residential service under two conditions applicable to Complainant:

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; ...or

The applicant is unable to establish an acceptable credit rating under the standards contained in the utility’s commission-approved tariffs.

4 CSR 240-13.030(1)(A) and (C). May 20, 2016, Complainant called to request residential electric service in her name at 3rd St. At that time, she had a past due bill for her Cape Meadows Account for residential service that remained unpaid and was not in dispute. Per the Company’s Union Electric Company Electric Service Tariff No. 139, General Rules and Regulations, IV. Deposit Practices, A. Residential Customers, the Company may require an applicant to furnish a deposit as a condition of providing residential electric service if the applicant has an Equifax Advanced Energy Risk Score (EAER Score) of 699 or lower. At the time Complainant called to request residential electric service in her name at 3rd St., her Equifax Advanced Energy Risk Score [REDACTED].

Disability/Medical Emergency

12. Complainant also alleges that the Company acted improperly because it knew she was disabled, would not accept documentation she provided to prove she was disabled, and cut

off her service anyway. The Company has denied these allegations (see paragraph 8, above).

The Commission Rule applicable to medical emergencies provides:

...a utility shall *postpone* a discontinuance for a time not in excess of twenty-one (21) days if the discontinuance will aggravate an existing medical emergency of the customer[.] Any person who alleges a medical emergency, if requested shall provide the utility with reasonable evidence of the necessity.

4 CSR 240-13.050(10)(emphasis added). Likewise, the Company's applicable tariff provides as follows:

The Company will postpone the disconnection of service to a residential customer for a time not in excess of 21 days if the Company is advised the disconnection will aggravate an existent medical emergency of the customer, a member of his family or other permanent resident of the premises. The Company may require a customer to provide satisfactory evidence that a medical emergency exists before postponing the disconnection of service.

Union Electric Company Electric Service Tariff No. 139, General Rules and Regulations, VII. Disconnection and Reconnection of Service, F. Delay of Disconnection for Medical Reasons. Complainant advised a Company representative that she had a disability. Complainant did not raise the issue of her disability until *after* her service had been disconnected for nonpayment. See paragraph 9, subparagraphs j. and k., above. Because Complainant did not provide the Company, *prior* to discontinuance of her electric service, reasonable evidence of an existing medical emergency that would be aggravated by discontinuance of her electric service, the Company was not obliged to postpone discontinuance of her service. Notwithstanding, the Company advised Complainant that if, within 24 hours of the disconnection of her service, her doctor or nurse practitioner faxed a signed statement on letterhead stating her diagnosis and the necessity for Complainant to have electricity, the Company would restore her service. Instead, Complainant faxed a document from the Social Security Administration. The Company was not obliged to reconnect Complainant's service because Complainant failed to provide the documentation that the Company voluntarily agreed to accept as a condition of restoring her service.

MOTION TO DISMISS

13. At paragraphs 5 and 6 of her Complaint, Complainant has requested a refund of, “all my money back that Ameren has taken from my account,” \$6,000, and \$50,000 for pain and suffering. The Commission does not have the authority to grant the relief Complainant requests. 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). 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).

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

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WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order dismissing the Complaint, 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 Answer, Affirmative Defenses and Motion to Dismiss was served on the following parties with email addresses via email, and additionally on Complainant via regular mail, this 17th day of February, 2017.

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